

**REGULAR, 5/12/2014 1:30:00 PM**

BE IT REMEMBERED that on May 12, 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

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  
(ABSENT)

Honorable G. Mitch Woods, Sheriff (ABSENT)

ROD CARROLL

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*May 12, 2014*

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  
May 12, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **12th** day of **May 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:

WORKSHOP: 11:00 a.m. - Matters relating to the use and maintenance of the ball fields at Ford Park and leasing of those facilities.

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**

## **PURCHASING:**

1. Approve specifications for (IFB 14-014/JW), Gulf Coast RV Park Pavement Repair.

**SEE ATTACHMENTS ON PAGES 9 - 56**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

2. Receive and file bids for (IFB 14-011/JW), Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 57 - 282**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

3. Award, execute, receive and file a contract for (IFB 14-011/JW), Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport with SIMCO Enterprises, Ltd., in the amount of \$154,504.00.

**SEE ATTACHMENTS ON PAGES 283 - 284**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

4. Consider and possibly approve Motorola Services Annual Agreement for the Countywide 800 MHz Radio System in the amount of \$627,689.28. This is in accordance with HGAC Agreement RA01-08.

**SEE ATTACHMENTS ON PAGES 285 - 291**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

***Notice of Meeting and Agenda and Minutes***  
***May 12, 2014***

5. Approve, execute, receive and file Work Order (No. 6-12-018/KJS) with Garver, LLC, for Runway '16/34' – Design and Bid Package Preparation and Bidding Phase Services for seal-coating, joint-sealing, and re-marking of Runway 16/34 for Jack Brooks Regional Airport, for a lump sum cost of \$8,300.00. This contract is funded 90% with FAA A.I.P. Grant No. 29, and 10% from Airport budgeted funds.

**SEE ATTACHMENTS ON PAGES 292 - 294**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**  
**Action: APPROVED**

6. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 295 - 297**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**  
**Action: APPROVED**

## **ADDENDUMS**

### **CONSTABLE PRECINCT 6:**

7. Consider and possibly approve the hiring of Deron Wayne Simpson as a Deputy Constable with Constable, Pct. 6 in accordance with Local Government Code (LGC) 86.011.

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**  
**Action: APPROVED**

### **COUNTY AUDITOR:**

8. Consider and approve budget transfer - Correctional Facility - replacement of ice machine.

120-3062-423-6018	POWER TOOLS & APPLIANCES	\$4,100.00	
120-3062-423-6013	COOLING & HEATING		\$4,100.00



*Notice of Meeting and Agenda and Minutes*  
*May 12, 2014*

**SEE ATTACHMENTS ON PAGES 298 - 298**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

9. Consider and approve budget transfer - Human Resources - purchase of laptop.

120-1012-415-6002	COMPUTER EQUIPMENT	\$1,385.00	
120-1012-415-2003	EMPLOYEES' INSURANCE		\$1,385.00

**SEE ATTACHMENTS ON PAGES 299 - 299**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

10. Consider and approve budget transfer - General Services - additional cost for interest.

120-1024-419-7002	BOND-INTEREST	\$39,424.00	
120-1024-419-5035	APPRAISAL		\$39,424.00

**SEE ATTACHMENTS ON PAGES 300 - 300**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

11. Consider and approve budget transfer - District Clerk - purchase of scanner.

120-2031-414-3084	MINOR EQUIPMENT	\$3,000.00	
120-2031-414-1002	ASSISTANTS & CLERKS		\$3,000.00

**SEE ATTACHMENTS ON PAGES 301 - 301**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 12, 2014*

12. Consider and approve budget amendment - County Court @ Law III - additional audio equipment.

120-2053-412-6001	OFFICE MACHINES	\$1,940.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$1,940.00

**SEE ATTACHMENTS ON PAGES 302 - 303**

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**  
**Action: APPROVED**

13. Consider and approve acceptance of donation for Legacy Community Development Corporation in the amount of \$55,000 for the benefit of Cheek First Time Sewer Project.

**SEE ATTACHMENTS ON PAGES 304 - 306**

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**  
**Action: APPROVED**

14. Regular County Bills - check #393458 through check #393769.

**SEE ATTACHMENTS ON PAGES 307 - 317**

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**  
**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

15. Consider and possibly approve a Proclamation for Elder Abuse Prevention Awareness Month.

**SEE ATTACHMENTS ON PAGES 318 - 319**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**  
**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 12, 2014*

16. Consider and possibly approve a Proclamation for the Centennial of the Smith-Lever-Act.

**SEE ATTACHMENTS ON PAGES 320 - 321**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

17. Consider and possibly approve an Order prohibiting the discharge of firearms at the Humble Camp Road boat ramp pursuant to Sec. 235.022, Texas Local Government Code.

**Speaker - Michael Martel**

**SEE ATTACHMENTS ON PAGES 322 - 324**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

18. Consider and possibly approve a Resolution in support of a Constitutional Amendment for Increased State Funding for Transportation.

**SEE ATTACHMENTS ON PAGES 325 - 326**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

**COUNTY TREASURER:**

19. Receive and File Investment Schedule for April, 2014, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 327 - 328**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

## **ENGINEERING:**

20. Consider and possibly approve Overweight Vehicle Permit 04-OW-14 to Hilcorp Energy Company to truck produced oil from production facility. This project is located in Precinct 2.

**SEE ATTACHMENTS ON PAGES 329 - 344**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

21. Consider and possibly authorize the County Judge to execute, receive and file Amended Right-of-Way Agreement for Air Liquide Large Industries, LLP for LMA Expansion Project, being a pipeline easement across a 32.2 acre tract in the William McFaddin Survey, Document No. 2001008588, Official Records of Jefferson County, Texas. (This amendment is to correctly reflect a permanent easement of 20 feet and not 30 feet.)

**SEE ATTACHMENTS ON PAGES 345 - 349**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal**

**Action: APPROVED**

---

**Jeff R. Branick**  
**County Judge**



# 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

May 12, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-014/JW, Gulf Coast RV Park Pavement Repair. Specifications and plans for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm>, or Jefferson County Engineering Department, 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.

Bids are to be 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. Jefferson County does not accept bids submitted electronically. 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.

<b>BID NAME:</b>	<b>Gulf Coast RV Park Pavement Repair</b>
<b>BID NO:</b>	<b>IFB 14-014/JW</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM CST, Tuesday, June 3, 2014</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701</b>

**A mandatory Pre-Bid Conference will be held on Tuesday, May 27, 2014 at 10:00 am. 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.

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 – May 14<sup>th</sup> and May 21<sup>st</sup>, 2014

**IFB 14-014/JW**  
**Gulf Coast RV Park Pavement Repair**  
**Bids due: 11:00 AM, June 3, 2014**

**Table of Contents**

<b>Return with Bid</b>	<b><u>Description</u></b>	<b><u>Page(s)</u></b>
	Table of Contents.....	1
	Instructions to Bidders.....	2-5
	General Conditions of Bidding and Terms of Contract.....	6-11
	Special Requirements/Instructions.....	12-14
X	Vendor References .....	15
X	Signature Page.....	16
X	Conflict of Interest Questionnaire .....	17-18
X	Good Faith Effort Determination Checklist .....	19
X	Notice of Intent.....	20
X	HUB Subcontracting Participation Declaration Form .....	21-24
X	Residence Certification/Tax Form.....	25
X	Bid Affidavit.....	26
X	Contract .....	27-28
X	Bidder Information.....	29
X	Proposal .....	30-31
X	Bid Form Instruction Sheet.....	32
X	Bid Form .....	33-34
X	Engineer Seal .....	35
X	General Notes .....	36-37
X	Specifications .....	38
X	Wage Rates .....	39-42
X	Special Provisions.....	43-47

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](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 Department  
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 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 Department.

## **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 changes 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 the 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 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.

**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 ensure 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 **Bid Number, Bid 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
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 7.1. – 7.7., 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.

## 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: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

***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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Bidder (Entity Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Street & Mailing Address	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City, State & Zip	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date Signed
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Telephone Number	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Fax Number
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> E-mail Address	

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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> 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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>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.</p>	
<p>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.</p>	

***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:

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

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.***

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 . . .

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>   |

**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: ☐ Yes ☐ 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). ☐ 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 SUBCONTRACTOR 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

**PAGE 3 OF 4**

## 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 \_\_\_\_\_ [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.):	
Company Name submitting bid/proposal:	
Mailing address:	
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 \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)  
for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said \_\_\_\_\_.  
(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: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

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

# CONTRACT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and \_\_\_\_\_ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

**WITNESSETH:** That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

**Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.**

The work to be constructed under this contract shall be completed in 60 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become



due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the date herein named.

**COUNTY OF JEFFERSON**

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: \_\_\_\_\_

County Judge

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_

Director of Engineering

**CONTRACTOR**

Party of the Second Part

By: \_\_\_\_\_

\_\_\_\_\_

(Title)

## Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

**Project Name:**

**(IFB 14-014/JW), Gulf Coast RV Park Pavement Repair**

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please provide a physical address for bid bond return:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PROPOSAL TO JEFFERSON COUNTY

**2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS  
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.  
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT"  
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE  
TO "JEFFERSON COUNTY".**

### WORK CONSISTING OF GRADING AND PAVEMENT IN JEFFERSON COUNTY, TEXAS

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 60 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A)

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

**BID PROPOSAL MUST NOT BE DISASSEMBLED**

**NOTICE TO THE BIDDER**

In the spaces provided below, please enter your Total Bid Amount, Total Add. Alt. 1 Bid Amount, Total Add Alt. 2 Bid Amount, Total Add Alt. 3 Bid Amount, and Total Add Alt. 4 Bid Amount. Only these figures will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Base Bid Amount**

\$ \_\_\_\_\_  
**Total Add. Alt. 1 Bid Amount**

\$ \_\_\_\_\_  
**Total Add. Alt. 2 Bid Amount**

\$ \_\_\_\_\_  
**Total Add. Alt. 3 Bid Amount**

\$ \_\_\_\_\_  
**Total Add. Alt. 4 Bid Amount**

# BID FORM INSTRUCTIONS SHEET

## BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the **Per Unit** Bid Price. **Do Not** write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.

**The Item Total should equal** the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)

Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS REMOVING CONC (CURB)		QUANTITIES	
	104	2021		<div style="text-align: center;"> <i>Fifteen</i> DURS  AND <i>No</i> CENTS </div>	LF	466.00	<i>\$6,990.00</i>

# EXAMPLE

Unit price for each linear foot of Concrete Curb Removed

**IMPORTANT NOTE TO BIDDERS:** Bids received with mathematical errors may be considered Non-Responsive.

# BID FORM

PROJECT: GULF COAST RV PARK PAVEMENT REPAIR

PROPOSAL SHEET

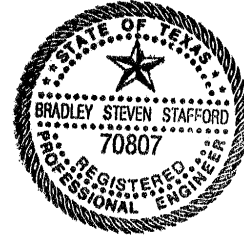
JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2001		REMOVING CONC (PAV)  _____ DLRS AND _____ CENTS	SY	916.00	
	360	2023		CONC PAV (JOINT REINF) (6")  _____ DLRS AND _____ CENTS	SY	916.00	
						TOTAL BASE BID =	
	Add. Alt. 1						
1	104	2001		REMOVING CONC (PAV)  _____ DLRS AND _____ CENTS	SY	331.00	
1	360	2023		CONC PAV (JOINT REINF) (6")  _____ DLRS AND _____ CENTS	SY	331.00	
						TOTAL ADD. ALT. 1 BID =	
	Add. Alt. 2						
2	104	2001		REMOVING CONC (PAV)  _____ DLRS AND _____ CENTS	SY	97.00	
2	360	2023		CONC PAV (JOINT REINF) (6")  _____ DLRS AND _____ CENTS	SY	97.00	
						TOTAL ADD. ALT. 2 BID =	

	Add. Alt. 3						
3	104	2001		REMOVING CONC (PAV) _____ DLRS AND _____ CENTS	SY	65.20	
3	360	2023		CONC PAV (JOINT REINF) (6") _____ DLRS AND _____ CENTS	SY	65.20	
						TOTAL ADD. ALT. 3 BID =	
	Add. Alt. 4						
4	104	2001		REMOVING CONC (PAV) _____ DLRS AND _____ CENTS	SY	55.00	
4	360	2023		CONC PAV (JOINT REINF) (6") _____ DLRS AND _____ CENTS	SY	55.00	
						TOTAL ADD. ALT. 4 BID =	

## ENGINEER SEAL

**The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.**



**The seal appearing on this document was authorized by  
Bradley Steven Stafford, P.E.  
May 7, 2014**



### **General Notes:**

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Contractor shall assume ownership for all designated waste material and dispose of it as approved by the engineer.

The base bid includes removing the existing concrete and reconstructing the pavement in areas 1, 2, 6, 7, 8, and 9 as shown on the project layout.

Additive alternate 1 bid includes removing the existing concrete and reconstructing the pavement in area 3 as shown on the project layout.

Additive alternate 2 bid includes removing the existing concrete and reconstructing the pavement in area 4 as shown on the project layout.

Additive alternate 3 bid includes removing the existing concrete and reconstructing the pavement in area 5 as shown on the project layout.

Additive alternate 4 bid includes removing the existing concrete and reconstructing the pavement in small spot locations within areas 3 and 4 as shown on the project layout.

### **Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

### **Item 360: Concrete Pavement**

Construction joints may be formed by the use of metal or wood forms equal in depth to the nominal depth of the pavement, or by other means which have been approved by the engineer prior to their use.

Longitudinal and transverse bars shall be of steel conforming to ASTM designations: A-615 or A-616 (Grade 60) as noted in the specifications. The size and spacing shall be #3 bars at 12" on center each way.

It is the intent of this design that the longitudinal steel be at the center of the slab. It shall be the responsibility of the contractor to take all necessary precautions to ensure that the final position of the steel is within ½ inch of the slab center.

Any approved chair type of design, which will satisfy the requirements noted hereon, will be permitted. Chair spacings shall not be greater than 60" c-c measured parallel to the

pavement centerline and 30" c-c measured perpendicular to the pavement centerline. Additional chairs shall be used if necessary to meet the steel placement requirement.

Longitudinal and transverse steel spacing shall not vary more than one inch from the spacing shown hereon.

All joints shall be sealed with Class 5 self-leveling low-modulus silicone sealant as approved by the engineer.

## JEFFERSON COUNTY

### GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS:      ADOPTED BY THE TEXAS DEPARTMENT OF  
TRANSPORTATION JUNE 1, 2004. STANDARD  
SPECIFICATIONS ARE INCORPORATED INTO THE  
CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 104 REMOVING CONCRETE

ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

SPECIAL PROVISIONS:      SPECIAL PROVISIONS WILL GOVERN AND TAKE  
PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED  
HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES

SPECIAL PROVISION "SPECIAL LABOR PROVISIONS" (000---007)

SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)

SPECIAL SPECIFICATIONS:

NONE

GENERAL:      THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH  
PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT  
ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED  
SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED  
ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving and		
Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade		
Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement		
Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing,		
Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	

Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
Servicer.....	\$ 13.97
Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27

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

## ***SPECIAL PROVISIONS***



2004 Specifications

## SPECIAL PROVISION

**000---007**

### Special Labor Provisions for State Projects

**General.** This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates", and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

**Minimum Wages, Hours and Conditions of Employment.** All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designated to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any

worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

**Record and Inspections.** Keep copies of weekly payrolls for review. Require Subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require Subcontractors to post or make available to employees the prevailing wage rates from the Contract.

## SPECIAL PROVISION

**000---2607**

### Nondiscrimination

**Description.** All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

**Definition of Terms.** Where the term “contractor” appears in the following six nondiscrimination clauses, the term “contractor” is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

**Nondiscrimination Provisions.** During the performance of this contract, the contractor agrees as follows:

**(1) Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



# 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

April 14, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-011/JW, Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport. Specifications and plans are available for a non-refundable fee of \$25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.

Bids are to be 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. Jefferson County does not accept bids submitted electronically. 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.

<b>BID NAME:</b>	Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport
<b>BID NO:</b>	IFB 14-011/JW
<b>DUE DATE/TIME:</b>	11:00 AM CST, Tuesday, May 6, 2014
<b>MAIL OR DELIVER TO:</b>	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

A mandatory Pre-Bid Conference will be held on Tuesday, April 29, 2014 at 10:00 am. 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.

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 – April 16<sup>th</sup> and April 23<sup>rd</sup>, 2014



## JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593

### ADDENDUM TO IFB

IFB Number: IFB 14-011/JW  
IFB Title: Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport  
IFB Due: 11:00 am CST, Tuesday, May 6, 2014  
Addendum No.: 1  
Issued (Date): May 1, 2014

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

#### Reason for Issuance of this addendum: Clarification of Insurance Requirements

To specifically address the question regarding Builder's Risk Insurance, this project will not require a Builder's Risk Insurance, as there is no "structure" or delivery before or during installation. All other insurance requirements included in the specifications for the project will apply.

**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Jackie Christopher  
Witness

Witness

Approved by \_\_\_\_\_ Date: 5-1-14

[Signature]  
Authorized Signature (Bidder)

T.W. HARRISON – PRESIDENT  
Title of Person Signing Above

ALLCO  
Typed Name of Business or Individual

PO BOX 3684, BEAUMONT, TX 77704  
Address



**IFB 14-011/JW**  
**Hangar #7 Apron (Phase II) for the Jack Brooks Regional**  
**Airport**

**Bids due: 11:00 AM, May 6, 2014**

**Table of Contents**

<b>Return with Bid</b>	<b>Description</b>	<b>Page(s)</b>
	Table of Contents.....	1
	Instructions to Bidders.....	2-5
	General Conditions of Bidding and Terms of Contract.....	6-11
	Special Requirements/Instructions .....	12-14
X	Vendor References .....	15
X	Signature Page.....	16
X	Conflict of Interest Questionnaire.....	17-18
X	Good Faith Effort Determination Checklist .....	19
X	Notice of Intent.....	20
X	HUB Subcontracting Participation Declaration Form.....	21-24
X	Residence Certification/Tax Form .....	25
X	Bid Affidavit.....	26
X	Contract.....	27-28
X	Bidder Information.....	29
X	Proposal .....	30-31
X	Bid Form Instruction Sheet .....	32
X	Bid Form .....	33
X	Engineer Seal .....	34
X	General Notes.....	35
X	Specifications.....	36
X	Wage Rates .....	37-40
X	Special Provisions .....	41-45

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](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 Department  
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 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 Department.

## **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 changes 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 the 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 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.

**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 ensure 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 **Bid Number, Bid 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 7.1. – 7.7., 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.

## 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: PLEASE SEE THE ATTACHED.

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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

ALLCO  
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
36,400,000	High School Renovation & Additions	2011	Port Neches Jefferson Texas	Port Neches I.S.D. 643 Ave C Port Neches Texas 77651
18,100,000	New French Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706
17,200,000	New Fehl Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706
17,400,000	New Dunbar Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706
10,500,000	Stilwell Education Support Center	2011	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5 <sup>th</sup> Street Port Arthur Texas 77640
18,300,000	New Martin Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706
16,000,000	New Blanchette Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706
15,500,000	Thomas Edison Middle School	2011	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5 <sup>th</sup> Street Port Arthur Texas 77640
17,500,000	New Amelia Elementary	2010	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706

ALLCO  
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
4,500,000	Travis Elementary Renovations	2010	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5 <sup>th</sup> Street Port Arthur Texas 77640
3,100,000	Stadium Renovations	2010	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5 <sup>th</sup> Street Port Arthur Texas 77640
66,000,000	Memorial High School New Facility	2009	Jefferson Port Arthur Texas	Port Arthur I.S.D. 733 5 <sup>th</sup> Street Port Arthur, Texas 77640
12,400,000	New Memorial High School C.A.T.E Building	2009	Jefferson Port Arthur Texas	Port Arthur I.S.D. 733 5 <sup>th</sup> Street Port Arthur, Texas 77640
5,960,000	New Practice Gyms Marshall, Austin, Odom Vincent Middle Schools	2008	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706
10,000,000	Robert E. Lee Elementary	2007	Port Arthur Jefferson Texas	Natex Corporation 2500 Wilcrest 3 <sup>rd</sup> Floor Houston, Texas 77042
18,000,000	McDonald Gym Recreational Facility Lamar University	2007	Beaumont Jefferson Texas	Lockwood Andrews Newnam 2925 Briarpark Drive Houston, Texas 77042
9,000,000	DeQueen Elementary School Facility	2006	Port Arthur Jefferson Texas	Long Architects Inc. 6465 Calder Suite 206 Beaumont Texas 77706
670,000	Kinsel Lincoln Mercury Dealership	2005	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706

ALLCO  
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
5,858,650	Performing Arts Center	2004	Port Arthur Jefferson Texas	Texas University System Lamar State College Port Arthur, Texas 77640
1,400,000	Eagle Climatized Self Storage	2004	Port Neches Jefferson Texas	M.O. Turner Nederland, Texas 77627
140,400	Information Tech EH & S	2004	Port Neches Jefferson Texas	ISP Elastomers Port Neches, Texas 77651
211,100	Chlorine Building Loeb Water Plant	2004	Lumberton Hardin Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704
4,300,000	Wesley United Methodist Church	2004	Beaumont Jefferson Texas	LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706
295,000	Customer Service Building	2003	Port Neches Jefferson Texas	ISP Elastomers Port Neches, Texas 77651
369,000	City of Port Neches Service Center Building	2003	Port Neches Jefferson Texas	LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706
8,690,424	Five-Story Parking Garage St. Elizabeth Hospital	2002	Beaumont Jefferson Texas	Hellmuth Obata & Kassabaum 2800 Post Oak Blvd Ste 3700 Houston, Texas 77056
413,000	Kinsel Chrysler-Jeep Mazda Showroom	2002	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706



ALLCO  
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
735,700	Beaumont Pediatrics Center Memorial Hermann Hospital	2002	Beaumont Jefferson Texas	The LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706
345,000	Kinsel Auto Mall & Facilities	2002	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706
8,661,400	Southeast Texas Entertainment Amphitheater Facility	2002	Beaumont Jefferson Texas	Long Architects 6465 Calder Suite 206 Beaumont, Texas 77706
200,000	Ferguson Baseball Practice Building	2001	Beaumont Jefferson Texas	Ferguson Sports Foundation 490 Park Street Beaumont, Texas 77701
15,869,200	Pietzsch-MacArthur Elementary	2000	Beaumont Jefferson Texas	Beaumont Independent School District 3395 Harrison Beaumont, Texas 77706
23,000,000	Silsbee High School	2000	Silsbee Hardin Texas	Silsbee Independent School District 415 West Avenue N Silsbee, Texas 77656
5,000,000	Newton Middle School	1999	Newton Newton Texas	Bay Architects, Inc. 18201 Gulf Freeway Webster, Texas 77598
355,850	MRI Addition Beaumont Bone & Joint Institute	1999	Beaumont Jefferson Texas	Milton Bell Associates 711 San Jacinto Building Beaumont, Texas 77701
6,100,000	Ozen High School Additions-Alteration	1999	Beaumont Jefferson Texas	Architectural Alliance 6654 Phelan Blvd. Beaumont, Texas 77706

ALLCO  
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
9,120,000	Dishman Elementary	1999	Beaumont Jefferson Texas	Bay Architects, Inc 18201 Gulf Freeway Webster, Texas 77598
25,000,000	Water Treatment Plant Contract II & Plant Buildings	1998	Port Arthur Jefferson Texas	Black & Veatch, Inc. 5728 LBJ Freeway Suite 300 Dallas, Texas 75240
2,000,060	Monsignor Kelly High School Multipurpose Bldg.	1997	Beaumont Jefferson Texas	Steinman & Associates 390 Ninth Street Beaumont, Texas 77702
2,500,000	Austin Middle School	1997	Beaumont Jefferson Texas	Bay Architects, Inc. 18201 Gulf Freeway Webster, Texas 77598
565,997	Beaumont Institute Jesus Christ of Ladder Day Saints	1995	Beaumont Jefferson Texas	Bruce Baxter Architect 2307 North Street Beaumont, Texas 77702
18,500,000	Golden Triangle State School	1995	Beaumont Jefferson Texas	Texas Youth Commission P. O. Box 4260 Austin, Texas 78765
2,787,700	Hardin County Jail Addition	1994	Kountze Hardin Texas	Adams, Richardson, & Fisher, Inc. 1313 S. John Redditt Drive Lufkin, Texas 75901
899,250	West Harbor Island Transit Shed	1994	Beaumont Jefferson Texas	Architectural Alliance 6654 Phelan Boulevard Beaumont, Texas 77706
96,031	Replace Roof on Finishing Building	1994	Beaumont Jefferson Texas	Goodyear Tire & Rubber P.O. Box 26003 Beaumont, Texas 77720

ALLCO  
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
10,500,000	Jefferson County Correctional Facility	1993	Beaumont Jefferson Texas	Jefferson County Commissioners P.O. Box 4025 Beaumont, Texas 77704
162,454	Campus Site Work Lamar University	1992	Port Arthur Jefferson Texas	Moore Stansbury & Vaught Architect 3100 25 <sup>th</sup> Street Port Arthur, Texas 77640
183,250	Additions/Alterations to Recital Hall Lamar University	1992	Beaumont Jefferson Texas	Gordy & Huffhines, Inc. 479 Pine Street Beaumont, Texas 77701
206,400	Carl Parker Building Photographic Services Reconstruction	1992	Beaumont Jefferson Texas	Moore Stansbury & Vaught Architects 3100 25 <sup>th</sup> Street Port Arthur, Texas 77640
1,700,000	Commercial Construction	1991	Nederland, Jefferson Texas	AMI Mid-Jefferson Hospital Highway 365 @ 27 <sup>th</sup> Street Nederland, Texas 77627
698,000	Lab, Maintenance & Power House Constr. & Renov.	1991	Beaumont Jefferson Texas	Goodyear Tire & Rubber Company P.O. Box 26003 Beaumont, Texas 77720
105,000	New Branch Bank Facility Washington Blvd.	1991	Beaumont Jefferson Texas	Parkdale Bank P. O. Box 3567 Beaumont, Texas 77726
191,000	CT Scan Facility	1991	Nederland Jefferson Texas	AMI Mid-Jefferson Hospital Highway 365 & 27 <sup>th</sup> Street Nederland, Texas 77627
750,000	Ash Containment Storage Area- Building	1991	Port Arthur Jefferson Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707

ALLCO  
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
2,045,000	Commercial Construction	1990	Beaumont Jefferson Texas	MHMR of Southeast Texas 2850 S. 8 <sup>th</sup> Street Beaumont, Texas 77701
125,000	Foundation and Building	1990	Port Arthur Jefferson Texas	Star Enterprise P. O. Box 712 Port Arthur, Texas 77641
125,200	Operator's Shelter, VPS #2	1990	Port Arthur Jefferson Texas	Star Enterprise P. O. Box 712 Port Arthur, Texas 77641
150,000	Engineering & Drafting Space Renov.	1989	Port Arthur Jefferson Texas	Star Enterprise P. O. Box 712 Port Arthur, Texas 77641
647,455	Expansion of North Central Plant Utilities	1988	Beaumont Jefferson Texas	Lamar University P.O. Box 10016 Beaumont, Texas 77710
692,080	Additions & Renovations to Bank	1988	Beaumont Jefferson Texas	Parkdale Bank P.O. Box 7588 Beaumont, Texas 77706
1,411,111	Warehouse Addition	1987	Beaumont Jefferson Texas	Tideland Specialty P.O. Box 4046 Beaumont, Texas 77704
165,253	Bank Renovations	1987	Port Arthur Jefferson Texas	Mbank-Port Arthur P.O. Box 1000 Port Arthur, Texas 77641
395,741	Addition to Church	1987	Beaumont Jefferson Texas	St. Andrews' Presbyterian 1350 23rd Street Beaumont, Texas 77706
133,814	Alterations to Building	1987	Beaumont Jefferson Texas	Southwestern Bell Telephone Company 3100 Main, Room 609 Houston, Texas 77002

ALLCO  
SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
161,852	Emergency Room Alterations	1986	Conroe Montgomery Texas	Doctors Hospital P.O. Box 1349 Conroe, Texas 77301
202,093	Bank Bldg. Renovations	1986	Beaumont Jefferson Texas	MBank-Beaumont P.O. Box 3567 Beaumont, Texas 77704

ALLCO  
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
3,500,000	Sanitary Sewer Rehab Contract 6	2012	Port Arthur Jefferson Texas	City of Port Arthur P.O. Box 1089 Port Arthur Texas 77640 409-983-8226
1,700,000	Diboll Water System Northside	2012	Angelina Diboll Texas	KSA Engineers 107 W. Lufkin Avenue Lufkin Texas 75904 936-637-6061
639,000	Nacogdoches WWTP 2010 Improvements	2012	Nacogdoches Nacogdoches Texas	Schaumburg & Polk Inc. 8865 College Beaumont Texas 77707 409-866-3413
3,100,000	Sanitary Sewer Rehab 2009 Project	2012	Nederland Jefferson Texas	City of Nederland 1400 Boston Avenue Nederland Texas 77627 409-723-1542
800,000	Waterline Installation Large Diameter Main	2011	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
2,950,000	Wastewater Treatment Plant Improvements	2011	Liberty Liberty Texas	Schaumburg & Polk Inc. 8865 College Street Beaumont Texas 77707 409-866-3413
2,000,000	Water & Sewer Area II & III	2010	Orange Orange Texas	City of Orange P.O. Box 520 Orange Texas 77630 409-883-1900
1,400,000	Sanitary Sewer Rehab Project Contract XIV	2010	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000

ALLCO  
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
8,500,000	Water Treatment Plant Expansion/Renovations	2010	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
4,000,000	Full Dept Concrete Repair Project	2010	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3872 Beaumont Texas 77704 409-785-3000
6,700,000	Wastewater Treatment Plant Renovations	2009	Dayton Liberty Texas	O'Malley Engineers 1306 North Park Brenham Texas 77833 979-836-7937
3,200,000	Wastewater Treatment Plant Improvements	2009	Woodlands Montgomery Texas	Carter & Burgess Inc. 55 Waugh Suite 800 Houston Texas 77007 713-869-7900
24,000,000	East Fork Raw Water Supply Wetland Construction Project	2009	Wylie Collin Texas	Alan Plummer Associates 1349 Empire Centra Ste 1000 Dallas Texas 75247 214-631-6100
2,700,000	Alabama Command Control Center	2009	Orange Orange Texas	Port of Orange 1201 Childers Road Orange Texas 77630 409-883-4363
3,333,000	Water Treatment Plant Improvements Phase I	2009	Carthage Panola Texas	KSA Engineers 140 E. Tyler Suite 600 Longview Texas 75601 936-637-6061
5,500,000	Rolphe Christopher Blvd. Renovations	2009	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont Texas 77704 409-785-3000

ALLCO  
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
13,200,000	FM 1179 Road Improvements	2008	Bryan Brazos Texas	Texas Dept of Transportation 1300 N. Texas Avenue Bryan Texas 77803 979-778-2165
2,100,000	US 69 Frontage Roads Nederland Ave & Hwy 365-Jefferson County	2008	Nederland Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
5,000,000	Avocet Oceanfront Villas	2008	Bolivar Galveston Texas	Avocet Oceanfront Villas LLP 3112 East Fourth Avenue Durango, Colorado 81301
1,000,000	Seagrass Development	2008	Caplen Galveston Texas	Seagrass-Caplen LLC P.O. Box 7754 Beaumont Texas 77726 409-861-4459
5,200,000	Phelan Boulevard Extension	2008	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000
3,200,000	2006 Sanitary Sewer Improvements Contract C	2008	Lumberton Hardin Texas	Lumberton M.U.D. 55 W. Chance Cut-Off Lumberton, Texas 77656 409-755-1559
3,800,000	Water Transmission Line Singing Sands to Port Bolivar	2008	Bolivar Galveston Texas	Schaumburg & Polk Inc. 8865 College Street Beaumont Texas 77707 409-866-0341
3,300,000	Water Treatment Plant Improvements Phase II	2008	Carthage Panola Texas	City of Carthage 812 W. Panola Carthage Texas 75633



ALLCO  
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
9,500,000	Safety Rest Areas Hwy 59 Polk County	2008	Livingston Polk Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
24,200,000	Highway 96 Construction	2007	Kirbyville Jasper Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
3,100,000	Wastewater Treatment Plant Renovations	2007	Galveston Galveston Texas	City of Galveston P.O. Box 779 Galveston Texas 77553 409-797-3630
2,600,000	Water Treatment Plant Trinity Bay Conservation District	2007	Winnie Chambers Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
9,900,000	Wastewater Collection Rehab Pioneer Park & Griffing Park	2006	Port Arthur Jefferson Texas	Bob Shaw Consulting Engineers 4749 Twin City Highway Port Arthur Texas 77643 409-963-0263
\$1,600,000	FM 1131 Roadway Orange County	2006	Deweyville Orange Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
\$1,000,000	Audubon Village Development	2006	Gilchriest Galveston Texas	Audubon Village LLC P.O. Box 7754 Beaumont Texas 77726 409-861-4459
7,000,000	Walden Development Phase I & II	2006	Beaumont Jefferson Texas	Crescent-Walden LLC P.O. Box 7754 Beaumont, Texas 77726 409-861-4459

ALLCO  
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
8,500,000	FM 364 Major Drive Construction	2005	Beaumont Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
6,000,000	Laguna Harbor Resort	2005	Port Bolivar Galveston Texas	Laguna Resources Ltd. P.O. Box 7754 Beaumont Texas 77726 409-861-4459
3,200,000	High Island to Singing Sands Transmission Line Contract IV	2005	Stowell Chambers Texas	Lower Neches Valley Authority 7850 Eastex Freeway Beaumont, Texas 77708 409-892-4011
4,200,000	City of Nacogdoches WW Collection System SS Replacement	2004	Nacogdoches Nacogdoches Texas	Schaumburg & Polk 8865 College Street Beaumont, Texas 77707 409-866-0341
4,200,000	West Regional Water System Transmission Line	2004	Winnie Chambers Texas	Lower Neches Valley Authority 7850 Eastex Freeway Beaumont, Texas 77708 409-892-4011
4,100,000	Water Treatment Plant West Jefferson Municipal Water Dist	2004	Fannett Jefferson Texas	dp Consulting Engineers 3800 Highway 365 Port Arthur, Texas 77642 409-983-6263
2,200,000	Orleans Street Inter-Locking Pavers	2004	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000
1,300,000	Jasper County FM82	2004	Kirbyville Jasper Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711

ALLCO  
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
1,100,000	WWTP Bar Screen & Belt Press Conveyor	2004	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont, Texas 77706 409-785-3000
9,100,000	Highway Construction Jefferson County IH-10 Feeder Roads	2003	Beaumont Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
9,600,000	Highway Construction Jefferson County SP 93-Phase III	2003	Beaumont Jefferson Beaumont	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
3,500,000	Highway Construction Freestone County Highway 164	2003	Buffalo Freestone Texas	Texas Dept of Transportation 2800 Commerce Street East Buffalo, Texas 75831 713-802-5551
5,500,000	Wastewater Treatment Plant Renovations	2003	Nederland Jefferson Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341
849,000	Distribution Parallel 66" Line	2003	Texas City Galveston Texas	Gulf Coast Water Authority 3630 Highway 1765 Texas City, Texas 77591 409-935-2438
13,535,000	Highway Construction Orange County Highway 87	2002	Orange Orange Texas	Texas Dept of Transportation 3128 Highway 62 Orange, Texas 77632 409-883-3476
5,500,000	Drainage & Street Improvements Concord Road	2002	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000

ALLCO  
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

<u>Contract Amount</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Where Located City/County/State</u>	<u>Owner or Owner Representative</u>
1,370,725	Highway Construction FM787 Bridge Project	2000	Saratoga Hardin Texas	Texas Dept of Transportation 1150 Avenue N Silsbee, Texas 77656 409-385-5269
2,000,000	Highway Construction Jefferson County Walden Road Project	1999	Beaumont Jefferson Texas	Texas Department of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
7,200,000	Wastewater System Improvements Contract 3,4 & 5	1998	Mauriceville Orange Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341
7,250,000	Highway Construction SP93 West Port Arthur Phase II	1998	Beaumont Jefferson Texas	Texas Department of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
1,300,000	New Water & Sewer Improvements-Delta Heights & Hwy 96 Area	1998	Pineland Sabine Texas	Hogan Corporation/City of Pineland 101 Dogwood Pineland, Texas 75968 409-381-8811
3,365,583	South Park Drainage Project	1997	Beaumont Jefferson Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341
4,300,000	Water Treatment Facility & New Office Buildings	1996	Nederland Jefferson Texas	City of Nederland 1400 Boston Avenue Nederland, Texas 77627 409-723-1542
4,200,000	Wastewater Treatment Facility & Plant Buildings	1996	Lumberton Hardin Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341

## 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.


ALLCO  
 Bidder (Entity Name)

PO BOX 3684 (6720 College, 77707)  
 Street & Mailing Address

BEAUMONT, TX 77704  
 City, State & Zip

409-860-4459  
 Telephone Number

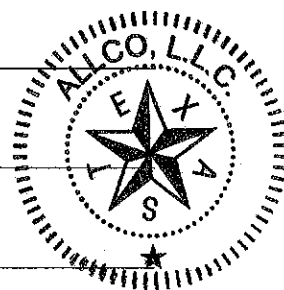
bharrison@allco.com  
 E-mail Address

  
 Signature

T.W. HARRISON - PRESIDENT  
 Print Name

MAY 6, 2014  
 Date Signed

409-860-3857  
 Fax Number



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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> 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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="margin-left: 40px;"><b>ALLCO</b></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>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.</p> <p style="margin-left: 40px;"><b>N/A</b></p>	
<p>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.</p> <p style="margin-left: 40px;"><b>N/A</b></p>	

***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.) **JEFFERSON COUNTY**

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:

N/A

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

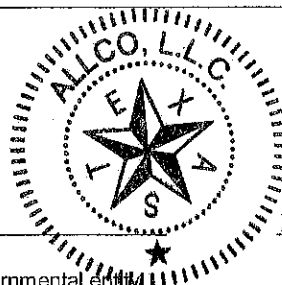
N/A

7.



**T.W. HARRISON - PRESIDENT**

Signature of person doing business with the governmental entity



**MAY 6, 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 . . .

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b> ALLCO WILL COMPLETE THIS PROJECT WITH ALL ITS OWN FORCES.   |

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.

ALLCO WILL COMPLETE THIS PROJECT WITH ALL ITS OWN FORCES.

T.W. HARRISON

Printed Name of Authorized Representative

*[Signature]*

Signature

PRESIDENT

Title

MAY 6, 2014

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

☐ 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: ALLCO WILL COMPLETE THIS PROJECT WITH ITS OWN FORCES. HUB: ☐ Yes ☐ No

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

Street	City	State	Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title &amp; 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: \_\_\_\_\_

T.W. HARRISON-PRESIDENT

Printed Name of Contractor Representative

Signature of Representative

MAY 6, 2014  
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). ☐ Yes ☒ No

ALLCO WILL COMPLETE THIS PROJECT WITH ITS OWN FORCES.

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

PAGE 2 OF 4

## 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

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): T.W. HARRISON

Title: PRESIDENT 1

Signature: 

Date: MAY 6, 2014

E-mail address: bharrison@allco.com

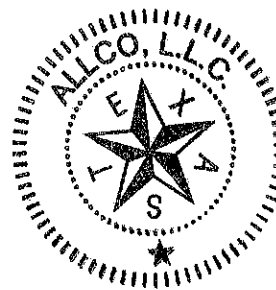
Contact person that will be in charge of invoicing for this project:

Name (print or type): BRANDON HARRISON

Title: PROJECT MANAGER

Date: MAY 6, 2014

E-mail address: bharrison@allco.com



***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 ALLCO [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.):	76-0685119
Company Name submitting bid/proposal:	ALLCO
Mailing address:	PO BOX 3684, BEAUMONT, TEXAS 77704
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
	6720 College Beaumont, Texas 77707

\* 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 T.W. HARRISON, who  
(name)  
after being by me duly sworn, did depose and say:

"I, T.W. HARRISON am a duly authorized officer of/agent  
(name)  
for ALLCO and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said ALLCO.  
(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: ALLCO  
PO BOX 3684, BEAUMONT, TEXAS 77704

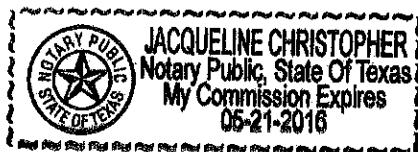
Fax: 409-860-3857 Telephone# 409-860-4459

by: T.W. HARRISON Title: PRESIDENT  
(print name)

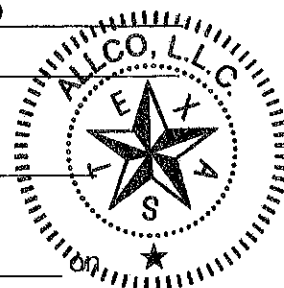
Signature: 

SUBSCRIBED AND SWORN to before me by the above-named  
T.W. HARRISON

this the 6TH day of MAY, 2014.



Jacqueline Christopher  
Notary Public in and for  
the State of TEXAS



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

# CONTRACT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and \_\_\_\_\_ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

**WITNESSETH**: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

**Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.**

The work to be constructed under this contract shall be completed in 70 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become



due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the date herein named.

**COUNTY OF JEFFERSON**

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: \_\_\_\_\_

County Judge

**RECOMMENDED FOR EXECUTION:**

\_\_\_\_\_  
Director of Engineering

**CONTRACTOR**

Party of the Second Part

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

## Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

**Project Name:**

(IFB 14-011/JW), Hangar #7 Apron (Phase II) for the Jack Brooks Regional Airport

**Bidder's Company/Business Name:** ALLCO

**Bidder's TAX ID Number:** 76-0685119

**Contact Person:** T.W. HARRISON

**Title:** PRESIDENT

**Phone Number (with area code):** 409-860-4459

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** 409-860-3857

**Email Address:** bharrison@allco.com

**Please provide a physical address for bid bond return:**

ALLCO

6720 COLLEGE

BEAUMONT, TEXAS 77707

## PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS  
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.  
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT"  
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE  
TO "JEFFERSON COUNTY".

### WORK CONSISTING OF GRADING, BASE, PAVEMENT, AND FENCING IN JEFFERSON COUNTY, TEXAS

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 70 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) ( N/A )

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

**BID PROPOSAL MUST NOT BE DISASSEMBLED**

**NOTICE TO THE BIDDER**

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: ALLCO

By: \_\_\_\_\_

*T.W. Harrison*  
T.W. HARRISON - PRESIDENT



\$ 221,000.00

**Total Bid Amount**

Take each calculated item total per line and add together for the Total Bid Amount.

## BID FORM INSTRUCTIONS SHEET

### BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the Per Unit Bid Price. Do Not write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.  
The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)

Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS REMOVING CONC (CURB)			
	104	2021		<div style="display: flex; justify-content: space-between;"> <div> <p><i>Fifteen</i></p> <p>AND <i>No</i> CENTS</p> </div> <div style="font-size: 2em; font-weight: bold; text-align: center;">EXAMPLE</div> </div>	LF	466.00	\$6,990.00

Unit price for each linear foot of Concrete Curb Removed

# BID FORM

PROJECT: HANGAR NO. 7 APRON (PHASE II)

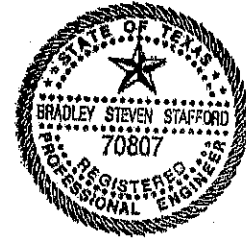
PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY) <u>Forty</u> DLRS AND <u>No</u> CENTS	CY	655.00	26,200.00
	0247	2042		FLBS (CMP IN PLC)(TY A GR 2)(FNAL POS) <u>One hundred</u> DLRS AND <u>No</u> CENTS	CY	280.00	28,000.00
	0260	2006		LIME TRT (EXST MATL) (6") <u>Twenty</u> DLRS AND <u>No</u> CENTS	SY	1,680.00	33,600.00
	0360	0001		CONC PAV (JT REINF)(8") <u>Sixty nine</u> DLRS AND <u>No</u> CENTS	SY	1,680.00	115,920.00
	0500	2001		MOBILIZATION <u>Ten thousand three hundred fourteen</u> DLRS AND <u>No</u> CENTS	LS	1.00	10,314.00
	0550	2001		CHAIN LINK FENCE (INSTALL) (6") <u>thirty six</u> DLRS AND <u>No</u> CENTS	LF	106.00	3,816.00
	0550	2003		CHAIN LINK FENCE (REMOVE) <u>Ten</u> DLRS AND <u>No</u> CENTS	LF	315.00	3,150.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	221,000.00

## ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by  
Bradley Steven Stafford, P.E.  
April 8, 2014

### **General Notes:**

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.

Contractor shall maintain drainage throughout the project. This work is incidental to the various bid items.

Any debris placed on the taxi-way due to construction activities will be removed by the end of the day.

### **Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

### **Item 8: Prosecution and Progress**

The cost of liquidated damages is \$500 per day.

### **Item 247: Flexible Base**

Compaction method specified as ordinary control compaction.

### **Item 260: Lime Treatment (Road-Mixed)**

Dry placement of lime will not be permissible.

Furnishing hydrated lime slurry, commercial lime slurry, or quicklime slurry is subsidiary to the cost for lime treatment. The proposed lime content is 8% and will require 36.3 tons of lime for an average soil weight of 120 lbs/cf.

### **Item 550: Chain Link Fence**

The fence installed along the apron and terminating at the hangar will be salvaged from the existing fence which is being removed. The barbed wire along the top of the fence will also be reused.

Due to security issues, no gaps in the fence will be left open after working hours and no gaps will be left unattended during work hours.



# JEFFERSON COUNTY

## GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 110 EXCAVATION (132)

ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)

ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)

ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

ITEM 500 MOBILIZATION

ITEM 550 CHAIN LINK FENCE (421) (445)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

### WAGE RATES

SPECIAL PROVISION "SPECIAL LABOR PROVISIONS" (000---007)

SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)

### SPECIAL SPECIFICATIONS:

NONE

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	

Crane, Hydraulic 80 Tons  
 or less.....\$ 13.86  
 Crane, Lattice boom 80  
 tons or less.....\$ 14.97  
 Crane, Lattice boom over  
 80 Tons.....\$ 15.80  
 Crawler Tractor.....\$ 13.68  
 Excavator, 50,000 pounds  
 or less.....\$ 12.71  
 Excavator, Over 50,000  
 pounds.....\$ 14.53  
 Foundation Drill, Crawler  
 Mounted.....\$ 17.43  
 Foundation Drill, Truck  
 Mounted.....\$ 15.89  
 Front End Loader 3 CY or  
 Less.....\$ 13.32  
 Front End Loader, Over 3 CY.\$ 13.17  
 Loader/Backhoe.....\$ 14.29  
 Mechanic.....\$ 16.96  
 Milling Machine.....\$ 13.53  
 Motor Grader, Fine Grade....\$ 15.69  
 Motor Grader, Rough.....\$ 14.23  
 Off Road Hauler.....\$ 14.60  
 Pavement Marking Machine....\$ 11.18  
 Piledriver.....\$ 14.95  
 Roller, Asphalt.....\$ 11.95  
 Roller, Other.....\$ 11.57  
 Scraper.....\$ 13.47  
 Spreader Box.....\$ 13.58

Servicer.....\$ 13.97

#### Steel Worker

Reinforcing Steel.....\$ 15.15  
 Structural Steel Welder.....\$ 12.85  
 Structural Steel.....\$ 14.39

#### TRUCK DRIVER

Low Boy Float.....\$ 16.03  
 Single Axle.....\$ 11.46  
 Single or Tandem Axle Dump..\$ 11.48  
 Tandem Axle Tractor w/Semi  
 Trailer.....\$ 12.27

---

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

## ***SPECIAL PROVISIONS***

## 2004 Specifications

**SPECIAL PROVISION****000---007****Special Labor Provisions for State Projects**

**General.** This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates", and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

**Minimum Wages, Hours and Conditions of Employment.** All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designed to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any

worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

**Record and Inspections.** Keep copies of weekly payrolls for review. Require Subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require Subcontractors to post or make available to employees the prevailing wage rates from the Contract.



## 2004 Specifications

**SPECIAL PROVISION****000---2607****Nondiscrimination**

**Description.** All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

**Definition of Terms.** Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

**Nondiscrimination Provisions.** During the performance of this contract, the contractor agrees as follows:

**(1) Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**BID BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, **Allco** as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

**Jefferson County, Texas**

as Obligee, hereinafter called the Obligee, in the sum of **\*\*Five Percent of Greatest Amount of Bid\*\*** Dollars (**\*\*5% Of GAB\*\***), 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

**Hangar # 7 Apron (Phase II) For The Jack Brooks Regional Airport IFB 14-011/JW**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, 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.

Signed and sealed this 6<sup>th</sup> day of May, 2014.

Jackie Christopher  
(Witness)

Christina Stafford  
(Witness)

Allco

(Principal) (Seal)



T.W. Harrison  
T.W. Harrison, President (Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By K. Scott Miller  
K. Scott Miller (Attorney-in-Fact)

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

THE NATIONAL ARCHIVES  
COLLECTIONS

100-100000

THE NATIONAL ARCHIVES  
COLLECTIONS

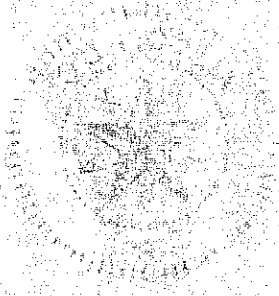
THE NATIONAL ARCHIVES  
COLLECTIONS

THE NATIONAL ARCHIVES  
COLLECTIONS

THE NATIONAL ARCHIVES  
COLLECTIONS

THE NATIONAL ARCHIVES  
COLLECTIONS

THE NATIONAL ARCHIVES  
COLLECTIONS



*[Handwritten signature]*

*[Handwritten initials]*



**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226569

Certificate No. 005542515

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Larry W. Smith, George M. Haynes, and K. Scott Miller

of the City of Beaumont, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of June, 2013.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this 27th day of June, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of May, 2014.

*Kevin E. Hughes*  
Kevin B. Hughes, Assistant Secretary

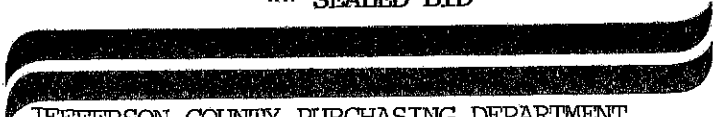


To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

05-06-14P10:40 RCVD

**ALLCO**

P.O. BOX 3684  
BEAUMONT, TEXAS 77704

**\*\* SEALED BID \*\***

JEFFERSON COUNTY PURCHASING DEPARTMENT

ATTN: PURCHASING AGENT

1149 PEARL STREET, 1ST FLOOR

BEAUMONT, TEXAS 77701

HANGAR #7 APRON (PHASE II) FOR THE JACK  
BROOKS REGIONAL AIRPORT, IFB 14-011/JW

BIDS: MAY 6, 2014

11:00 AM





**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1149 Pearl Street - First Floor  
Beaumont, Texas 77701  
409-835-8593

**ORIGINAL**

**ADDENDUM TO IFB**

IFB Number: IFB 14-011/JW  
IFB Title: Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport  
IFB Due: 11:00 am CST, Tuesday, May 6, 2014  
Addendum No.: 1  
Issued (Date): May 1, 2014

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package - **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarification of Insurance Requirements

To specifically address the question regarding Builder's Risk Insurance, this project will not require a Builder's Risk Insurance, as there is no "structure" or delivery before or during installation. All other insurance requirements included in the specifications for the project will apply.

**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder.

ATTEST:

Melina McGlague  
Witness

Scott Blanchard  
Authorized Signature (Bidder) Scott Blanchard

Asst. Secretary  
Title of Person Signing Above

Witness

APAC-Texas, Inc.  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

12907 US Hwy 90, Beaumont, TX 77713  
Address



## 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: Texas Department of Transportation

Address: 8450 Eastex Freeway, Beaumont, TX 77708

Contact Person and Title: Adam Jack, Area Engineer

Phone: 409-924-6521 Fax: 409-924-6549

Contract Period: \_\_\_\_\_ Scope of Work: Roadway construction/heavy civil

### REFERENCE TWO

Government/Company Name: Jefferson County, Texas

Address: 1149 Pearl Street, 5th Floor, Beaumont, TX 77701

Contact Person and Title: Don Rao, Director of Engineering

Phone: 409-835-8584 Fax: 409-835-8718

Contract Period: \_\_\_\_\_ Scope of Work: Roadway construction/heavy civil

### REFERENCE THREE

Government/Company Name: City of Port Arthur, Texas

Address: 444 4th Street, Port Arthur, TX 77641

Contact Person and Title: Rawetts "Ro" Baaheth, Assistant Engineer

Phone: 409-983-8184 Fax: 409-983-8294

Contract Period: \_\_\_\_\_ Scope of Work: Roadway construction/heavy civil

**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 ☐

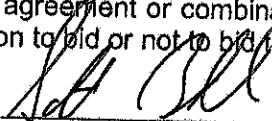
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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.

APAC-Texas, Inc.

Bidder (Entity Name)



Signature

12907 US Hwy 90

Street & Mailing Address

Scott Blanchard

Print Name

Beaumont, TX 77713

City, State & Zip

May 6, 2014

Date Signed

409-866-1444

Telephone Number

409-866-1032

Fax Number

snblanchard@apac.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	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> 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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="margin-left: 40px;">N/A</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>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.</p>	
<p>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.</p>	

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIO

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 CIO 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:

**N A**

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

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.*

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

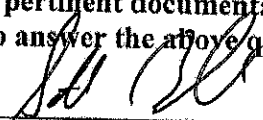
**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's bid. This list 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 . . .

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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?   |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  | 3. <b>Provide</b> 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)? |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?   |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>   |

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.

Scott Blanchard  
\_\_\_\_\_  
Printed Name of Authorized Representative

  
\_\_\_\_\_  
Signature

Asst. Secretary

\_\_\_\_\_  
Title

May 6, 2014

\_\_\_\_\_  
Date

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

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

Contractor Name: APAC-Texas, Inc. HUB: ☐ Yes ☒ No

Address: 12907 US Hwy 90, Beaumont, TX 77713

Phone (with area code): 409-866-1444 Fax (with area code): 409-866-1032

Project Title & No.: Hangar #7 Apron (Phase II)

Prime Contract Amount: \$ To be determined.

HUB Subcontractor Name: To be determined upon award.

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: \_\_\_\_\_

Scott Blanchard  
Printed Name of Contractor Representative

Signature of Representative

5/6/14  
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).

☒ Yes ☐ No

Prime Contractor: APAC-Texas, Inc.

HUB: Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 12907 US Hwy 90, Beaumont, TX 77713

Street

City

State

Zip

Phone (with area code): 409-866-1444

Fax (with area code): 409-866-1032

Project Title & No.: Hangar # 7 Apron (Phase II) Jack Brooks

Regional Airport

IFB/RFP No.: 14-011/JW

Total Contract: \$ To be determined.

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 SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: To be determined upon award.

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

PAGE 2 OF 4

### HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

(Duplicate as Needed)

HUB Subcontractor Name: To be determined upon award.

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

**PAGE 3 OF 4**

**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: TO BE DETERMINED UPON AWARD

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: To be determined upon award.

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): Scott Blanchard

Title: Asst Secretary

Signature: [Signature]

Date: May 6, 2014

E-mail address: snblanchard@apac.com

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

Name (print or type): Kim Work

Title: Accounting

Date: May 6, 2014

E-mail address: Kimberly.Work@apac.com

***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 APAC-Texas, 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.):	58-1401466
Company Name submitting bid/proposal:	APAC-Texas, Inc.
Mailing address:	12907 US Hwy 90, Beaumont, TX 77713
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**
Pine Street Lab (58-1401466)	860 Pine Street, Beaumont, TX 77703
Offices (58-1401466)	12907 US Hwy 90, Beaumont, TX 77713

\* 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 Scott Blanchard, who  
(name)  
after being by me duly sworn, did depose and say:

"I, Scott Blanchard am a duly authorized officer of/agent  
(name)  
for APAC-Texas, Inc. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said APAC-Texas, 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."

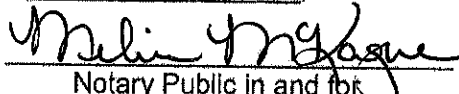
Name and address of bidder: APAC-Texas, Inc.  
12907 US Hwy 90, Beaumont, TX 77713

Fax: 409-866-1032 Telephone# 409-866-1444  
by: Scott Blanchard Title: Asst. Secretary  
(print name)

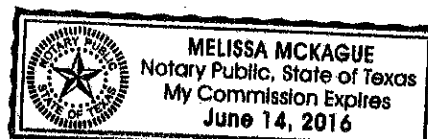
Signature: 

SUBSCRIBED AND SWORN to before me by the above-named  
Scott Blanchard on

this the 6th day of May, 2014.

  
Notary Public in and for  
the State of Texas

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



# CONTRACT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and \_\_\_\_\_ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

**WITNESSETH**: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

**Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.**

The work to be constructed under this contract shall be completed in 70 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become

due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the date herein named.

**COUNTY OF JEFFERSON**

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: \_\_\_\_\_  
County Judge

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Director of Engineering

**CONTRACTOR**

Party of the Second Part

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

## Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

**Project Name:**

(IFB 14-011/JW), Hangar #7 Apron (Phase II) for the Jack Brooks Regional Airport

**Bidder's Company/Business Name:** APAC-Texas, Inc.

**Bidder's TAX ID Number:** 58-1401466

**Contact Person:** Scott Blanchard **Title:** Asst. Secretary

**Phone Number (with area code):** 409-866-1444

**Alternate Phone Number if available (with area code):** 409-284-7734

**Fax Number (with area code):** 409-866-1032

**Email Address:** snblanchard@apac.com

**Please provide a physical address for bid bond return:**

APAC-Texas, Inc.

12907 US Hwy 90

Beaumont, TX 77713

## PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS  
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.  
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT"  
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE  
TO "JEFFERSON COUNTY".

### WORK CONSISTING OF GRADING, BASE, PAVEMENT, AND FENCING IN JEFFERSON COUNTY, TEXAS

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 70 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) ( N/A )

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.



**BID PROPOSAL MUST NOT BE DISASSEMBLED****NOTICE TO THE BIDDER**

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that the **official total bid amount for this proposal will be determined by multiplying the unit bid prices** for each item by the respective estimated quantities **shown in this proposal** and then totaling all of the extended amounts.

Name of Bidder: APAC-Texas, Inc.

By: Scott Blanchard, Asst. Secretary

\$ 182,119.<sup>00</sup>  
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.

# BID FORM

PROJECT: HANGAR NO. 7 APRON (PHASE II)

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY) <u>Eighteen</u> DLRS AND <u>NO</u> CENTS	CY	665.00	11,790. <sup>00</sup>
	0247	2042		FL BS (CMP IN PLC) (TY A GR 2) (FNAL POS) <u>Ninety one</u> DLRS AND <u>NO</u> CENTS	CY	280.00	25,480. <sup>00</sup>
	0260	2006		LIME TRT (EXST MATL) (6") <u>Twelve</u> DLRS AND <u>NO</u> CENTS	SY	1,680.00	20,160. <sup>00</sup>
	0360	0001		CONC PAV (JT REINF) (8") <u>Sixty one</u> DLRS AND <u>Twenty Five</u> CENTS	SY	1,880.00	102,900. <sup>00</sup>
	0500	2001		MOBILIZATION <u>Eighteen Thousand</u> DLRS AND <u>NO</u> CENTS	LS	1.00	18,000. <sup>00</sup>
	0550	2001		CHAIN LINK FENCE (INSTALL) (6') <u>Nine</u> DLRS AND <u>NO</u> CENTS	LF	106.00	954. <sup>00</sup>
	0550	2003		CHAIN LINK FENCE (REMOVE) <u>Nine</u> DLRS AND <u>NO</u> CENTS	LF	315.00	2,835. <sup>00</sup>
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	182,119. <sup>00</sup>

## ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by  
Bradley Steven Stafford, P.E.  
April 8, 2014

**General Notes:**

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.

Contractor shall maintain drainage throughout the project. This work is incidental to the various bid items.

Any debris placed on the taxi-way due to construction activities will be removed by the end of the day.

**Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

**Item 8: Prosecution and Progress**

The cost of liquidated damages is \$500 per day.

**Item 247: Flexible Base**

Compaction method specified as ordinary control compaction.

**Item 260: Lime Treatment (Road-Mixed)**

Dry placement of lime will not be permissible.

Furnishing hydrated lime slurry, commercial lime slurry, or quicklime slurry is subsidiary to the cost for lime treatment. The proposed lime content is 8% and will require 36.3 tons of lime for an average soil weight of 120 lbs/cf.

**Item 550: Chain Link Fence**

The fence installed along the apron and terminating at the hangar will be salvaged from the existing fence which is being removed. The barbed wire along the top of the fence will also be reused.

Due to security issues, no gaps in the fence will be left open after working hours and no gaps will be left unattended during work hours.

# JEFFERSON COUNTY

## GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 110 EXCAVATION (132)

ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)

ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)

ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

ITEM 500 MOBILIZATION

ITEM 550 CHAIN LINK FENCE (421) (445)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

### WAGE RATES

SPECIAL PROVISION "SPECIAL LABOR PROVISIONS" (000---007)

SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)

### SPECIAL SPECIFICATIONS:

NONE

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	

Crane, Hydraulic 80 Tons  
 or less.....\$ 13.86  
 Crane, Lattice boom 80  
 tons or less.....\$ 14.97  
 Crane, Lattice boom over  
 80 Tons.....\$ 15.80  
 Crawler Tractor.....\$ 13.68  
 Excavator, 50,000 pounds  
 or less.....\$ 12.71  
 Excavator, Over 50,000  
 pounds.....\$ 14.53  
 Foundation Drill, Crawler  
 Mounted.....\$ 17.43  
 Foundation Drill, Truck  
 Mounted.....\$ 15.89  
 Front End Loader 3 CY or  
 Less.....\$ 13.32  
 Front End Loader, Over 3 CY.\$ 13.17  
 Loader/Backhoe.....\$ 14.29  
 Mechanic.....\$ 16.96  
 Milling Machine.....\$ 13.53  
 Motor Grader, Fine Grade....\$ 15.69  
 Motor Grader, Rough.....\$ 14.23  
 Off Road Hauler.....\$ 14.60  
 Pavement Marking Machine....\$ 11.18  
 Piledriver.....\$ 14.95  
 Roller, Asphalt.....\$ 11.95  
 Roller, Other.....\$ 11.57  
 Scraper.....\$ 13.47  
 Spreader Box.....\$ 13.58

Servicer.....\$ 13.97

#### Steel Worker

Reinforcing Steel.....\$ 15.15  
 Structural Steel Welder....\$ 12.85  
 Structural Steel.....\$ 14.39

#### TRUCK DRIVER

Low Boy Float.....\$ 16.03  
 Single Axle.....\$ 11.46  
 Single or Tandem Axle Dump..\$ 11.48  
 Tandem Axle Tractor w/Semi  
 Trailer.....\$ 12.27

-----  
 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

## ***SPECIAL PROVISIONS***

2004 Specifications

## SPECIAL PROVISION

000---007

### Special Labor Provisions for State Projects

**General.** This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates", and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

**Minimum Wages, Hours and Conditions of Employment.** All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designated to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any

worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

**Record and Inspections.** Keep copies of weekly payrolls for review. Require Subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require Subcontractors to post or make available to employees the prevailing wage rates from the Contract.

## 2004 Specifications

**SPECIAL PROVISION****000---2607****Nondiscrimination**

**Description.** All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

**Definition of Terms.** Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

**Nondiscrimination Provisions.** During the performance of this contract, the contractor agrees as follows:

**(1) Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



XL Group  
Insurance  
Reinsurance

# BID BOND

- ☒ **XL Specialty Insurance Company**  
☐ **XL Reinsurance America Inc.**  
☐ **Greenwich Insurance Company**

**XL Specialty Insurance Company**  
 Surety Administrative Office  
 300 Lombard Street, Ste. 1470  
 Baltimore, MD 21202

**KNOW ALL MEN BY THESE PRESENTS:** That we APAC-TEXAS, INC. (hereinafter called the Principal), and XL Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the Surety), are held and firmly bound unto Jefferson County, Texas (hereinafter called the Obligor) in the sum of FIVE PERCENT OF AMOUNT BID Dollars (\$ 5% OF AMOUNT BID), lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**Whereas**, the Principal has submitted a bid for Jefferson County, Texas, Hangar #7 Apron (Phase II) for the Jack Brooks Regional Airport (POA# XL1505095).

**Now, Therefore**, If the Obligor shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligor the difference in money between the amount of the bid of said Principal and the amount for which the Obligor legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered this 6th day of May, 2014.

Melvin D. Hogue  
 (Witness)

APAC-TEXAS, INC.

(Principal) Scott Blanchard (Seal)

By Scott Blanchard, Asst. Secretary

XL Specialty Insurance Company

(Surety) Arthur Tucker (Seal)

By Arthur Tucker, Attorney-in-Fact

XL Group  
Insurance  
Reinsurance

Power of Attorney  
XL Specialty Insurance Company  
Greenwich Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
LIMITED POWER OF ATTORNEY  
XL1605095

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

*L.L. Mathews Jr., Kai A. Kincaid, Scott N. Blanchard, Larry P. Mathews, Angela Kvarme, Artie Tucker, Jose A. Torres*

each its true and lawful Attorney(s) in fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for APAC Texas, Inc. for the penal sum of no one of which is in any event to exceed \$10,000,000.00 - FOR BID BONDS ONLY.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 31st day of January 2013.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 31st, 2013.



XL SPECIALTY INSURANCE COMPANY  
GREENWICH INSURANCE COMPANY

By:

*David S. Hewett*

SENIOR VICE PRESIDENT

Attest:

*Toni Ann Perkins*

SECRETARY

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 31st day of January, 2013, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



*Kim D. Sliva*

NOTARY PUBLIC

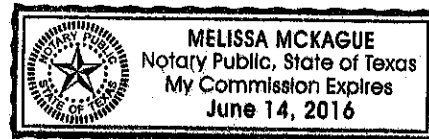


**SURETY ACKNOWLEDGMENT**

STATE OF Texas                    }  
COUNTY OF Jefferson        } **SS**

On this 6th day of May, 2014, before me personally came Arthur Tucker to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of **XL SPECIALTY INSURANCE COMPANY** the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
\_\_\_\_\_  
Notary Public



# NOTICE TO POLICYHOLDERS

## TEXAS

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call XL Insurance  
toll-free telephone  
number for information or to make a  
complaint at

**1-800-622-7311**

You may also write to XL Insurance  
at

Seaview House  
70 Seaview Avenue  
Stamford, CT 06902-6040

You may contact the Texas Department of  
Insurance to obtain information on  
companies, coverages, rights or complaints  
at

**1-800-252-3439**

You may write the Texas Department of  
Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
FAX: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your  
premium or about a claim, you should contact  
the agent first. If the dispute is  
not resolved, you may contact the  
Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and  
does not become a part or condition of  
the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter  
una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono  
gratis de XL Insurance  
para informacion o  
para someter una queja al

**1-800-622-7311**

Usted tambien puede escribir a XL  
Insurance

Seaview House  
70 Seaview Avenue  
Stamford, CT 06902-6040

Puede comunicarse con el Departamento de  
Seguros de Texas para obtener informacion  
acerca de companias, coberturas, derechos  
o quejas al

**1-800-252-3439**

Puede escribir al Departamento de Seguros  
de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS: Si

tiene una disputa concerniente a su prima  
o a un reclamo, debe comunicarse con el  
agente primero. Si no se resuelve la  
disputa, puede entonces comunicarse con el  
departamento (TDI).

### UNA ESTE AVISO A SU POLIZA: Este aviso

es solo para proposito de informacion y  
no se convierte en parte o condicion del  
documento adjunto.



Trotter &amp; Thompson Division

## CURRENT PROJECTS

Project #	Project	Owner	Type of Work	Contract Amount	Completed:
2963	Jefferson County FM 365	Texas Dept of Transportation	Rehab roadway	\$7,117,385.00	In Progress
2997	Newton County FM 1414	Texas Dept of Transportation	Edge stabilization	\$821,329.00	In Progress
3026	Newton Co. FM 1414 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$955,996.00	In Progress
3035	Orange Co. CR New Road & Railroad Crossing	Texas Dept of Transportation	Construct New Road and Track	\$3,240,325.00	In Progress
3044	Newton Co. FM 363 Raise Roadway & Replace Bridge	Texas Dept of Transportation	Bridge Construction	\$3,877,298.00	In Progress
3048	Jefferson Co. PW Sea Rim	Texas Dept of Transportation	Road Construction	\$3,877,298.91	In Progress
3062	Newton Co. FM 1414 Widen Roadway	Texas Dept of Transportation	Widening Road	\$1,351,308.00	In Progress
3064	TXDOT Jasper FM 254 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$259,576.60	In Progress
3065	TXDOT Jasper Co. FM 2799 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$785,636.00	In Progress
3069	Orange Co. FM 105	Texas Dept of Transportation	Widening Road	\$3,989,094.00	In Progress
3070	Sabine Co. CR (Rock Creek & Williams Drive)	Texas Dept of Transportation	Bridge Construction	\$436,423.00	In Progress
3071	DOT Jefferson County SH 73 ACP, Shoulder Text	Texas Dept of Transportation	Bridge Construction	\$5,975,104.16	In Progress
3072	Liberty Co Cedar Estates Street Improvements	Liberty Co	Road Work	\$290,276.60	In Progress
3073	Lamar Asphalt Parking for Band Revised	Lamar University	Parking lot	\$340,270.79	In Progress
3075	KDOT Liberty Co. US 90 GR, BS, STR, PVMT, SIG	Texas Dept of Transportation	Work Work	\$20,677,586.00	In Progress

## Work History

2932	Orange County Ferry Road	Texas Dept of Transportation	Reconstruct Road	\$2,247,749.00	February '11
2935	Jasper County US 96	Texas Dept of Transportation	Full Depth Repair/ACP	\$2,938,391.00	September '10
2936	Jefferson County SH 347	Texas Dept of Transportation	Overlay existing roadway	\$3,516,358.00	November '10
2939	Jasper County FM 1131	Texas Dept of Transportation	Restore & Overlay existing roadway	\$1,104,127.00	September '10
2940	Jasper County FM 1131	Texas Dept of Transportation	Provide additional paved surface width	\$2,217,087.00	September '10
2941	Bear Creek Estates	Millex Properties	Clear and build roadway	\$1,299,491.00	September '10
2942	City of Silsbee	City of Silsbee	Drainage improvements FM 418	\$576,973.00	February '11
2945	Orange County FM 105	Texas Dept of Transportation	Overlay existing roadway & add	\$304,484.00	March '11
2946	City of Port Arthur	City of Port Arthur	39th Street overlay	\$635,000.00	February '11
2947	ExxonMobil	Worley Parsons	Main gate relocation	\$2,158,261.00	February '11
2948	Jefferson County US 90	Encino Landscape	Asphalt Overlay	\$108,999.00	July '10
2949	McFaddin Wildlife Refuge	Tennessee Valley Authority	Paving	\$121,408.00	July '10
2950	Chambers County IH-10	Texas Dept of Transportation	Convert 2 way frontage Road to 1 way	\$186,354.00	September '10
2951	Jefferson County SH 87	Texas Dept of Transportation	Remove & replace existing flex base	\$409,385.00	September '10
2952	ExxonMobil Credit Union	ExxonMobil	Parking lot repairs	\$292,628.00	September '10
2953	Jasper TX Electric Co-Op	Jasper TX Electric Co-Op	Concrete slab	\$230,093.00	September '10
2954	Atlanta Ave/Boston Ave.	City of Nederland	Parking lot repairs	\$241,051.00	September '10
4608	Wildwood Association	Wildwood Association	Asphalt Overlay	\$50,148.00	January '06
2853	Motiva North Gate House	BO-MAC	Paving of entrance & parking lot	\$191,150.58	January '06
2820	Hardin County US 69	Texas Dept of Transportation	Overlay existing roadway & continuous lg	\$3,991,739.24	January '06
2756	Jasper County US 96	Texas Dept of Transportation	Widen to 4 lanes (rural) (16.6 miles)	\$26,385,976.78	January '06
2803	Jasper County US 96	Texas Dept of Transportation	Widen 4 lane divided (rural)	\$16,544,010.00	February '06
2832	Hardin County FM 418	Texas Dept of Transportation	Rehab existing roadway	\$5,461,087.64	February '06
2857	Jefferson County US 69	Texas Dept of Transportation	New two lane frontage roads	\$1,060,328.75	March '06
2842	Hardin County US 69	Texas Dept of Transportation	Rehab existing roadway & add shoulder	\$4,455,462.34	May '06
2848	Orange County SH 73	Texas Dept of Transportation	Rehab existing roadway	\$5,590,403.55	June '06

2852	Hardin County FM 1003	Texas Dept of Transportation	Replace Bridges & approaches	\$1,505,379.97	August '06
2866	Orange County IH-10	Texas Dept of Transportation	Mill & Overlay existing roadway	\$1,520,927.00	September '06
2870	Hardin County	Hardin County	Pinewood Entrance road rehab	\$126,657.50	October '06
2873	Liberty County SH	Texas Dept of Transportation	Patch & overlay for Smith & Co	\$339,074.00	December '06
2864	Newton County CR	Texas Dept of Transportation	Replace Bridge & approaches	\$776,757.00	February '07
2868	Jefferson County SH 87	Texas Dept of Transportation	Mill & Overlay existing roadway	\$1,483,916.00	February '07
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface wid	\$1,898,500.00	February '07
2844	Fort Polk Aviation Hangar	Walton Construction	Concrete paving	\$558,072.00	February '07
2875	Chambers County FM 1405	Angel Brothers	Concrete paving	\$5,937,172.00	March '07
2877	Martin Gas	Mason Construction	Lay mix	\$273,195.00	March '07
2878	Jefferson County SH 124	LD Construction	SH 124	\$257,500.00	March '07
2979	Smarts Truck & Trailer	Smarts Truck & Trailer	12" Concrete Road	\$150,510.00	April '07
2880	TOTAL Petrochemical	TOTAL Petrochemicals	New laydown area	\$244,808.00	April '07
2860	Newton County SH 112	Texas Dept of Transportation	Restore existing roadway	\$5,525,979.00	April '07
2836	Jefferson County US 69	Texas Dept of Transportation	Crack, seal, joint seal, ACP & PFC	\$11,245,567.00	May '07
2865	Jefferson County Hwy 90	Texas Dept of Transportation	Rehab existing roadway	\$450,764.00	May '07
2863	Jefferson County US 69	Texas Dept of Transportation	Overlay, planning, ACP & Striping	\$1,612,619.00	July '07
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface wid	\$1,898,500.00	August '07
2890	Jefferson County SH 87	Texas Dept of Transportation	Widen pavement/overlay	\$534,983.00	August '07
2885	Hardin County US 69	Texas Dept of Transportation	Overlay existing roadway	\$3,457,717.00	September '07
2889	Port of Beaumont	Port of Beaumont	7 acre laydown area at Buford St.	\$1,435,358.00	September '07
2874	Tyler County FM 1013	Texas Dept of Transportation	Design & Build Main Gate	\$58,000.00	September '07
2816	Jefferson County US 69 Spurlock	Texas Dept of Transportation	Convert non-freeway to freeway	\$24,780,295.00	November '07
2887	Orange County SH 73	Texas Dept of Transportation	Rehab pavement & overlay existing ro	\$2,701,123.00	November '07
2886	Orange County FM 1136	Texas Dept of Transportation	Restore existing roadway	\$1,171,634.34	November '07
2892	Jefferson County	Texas Dept of Transportation	Overlay existing roadway	\$1,197,691.00	December '07
2897	McFaddin Wildlife Refuge	Tennessee Valley Authority	Asphalt paving		February '08
2884	Orange County IH-10	Texas Dept of Transportation	Overlay, PFC, PAV, Repair, Joint se	\$4,906,288.18	March '08
2894	Jefferson County Walden Road	Texas Dept of Transportation	Replace Bridges & approaches	\$426,216.10	March '08
2851	Liberty County US 90	Texas Dept of Transportation	Convert Non-Freeway to Freewe	\$8,379,064.30	March '08
2908	Old Sour Lake Road	Jefferson County	Asphalt Overlay	\$360,184.00	July '08
2906	Orange County FM 105	Texas Dept of Transportation	Concrete Pav repair, joint seal,	\$1,436,990.00	August '08
2872	Jasper County US 96	Texas Dept of Transportation	Widen and reconstruct	\$14,071,316.00	August '08
2905	Jefferson County Calder Ave.	Texas Dept of Transportation	Replace Bridge & approaches	\$386,699.00	September '08
2912	Brooks Road @ Willow Marsh	Jefferson County	Replace Bridge	\$404,850.00	October '08
2898	Newton County SH 12	Texas Dept of Transportation	Mill & Overlay existing roadway	\$2,122,362.00	November '08
2904	Tyler County FM 1943	Texas Dept of Transportation	Replace Bridge & approaches	\$1,194,855.00	November '08
2910	Holly Street Repair	ExxonMobil	Reconstruct Road	\$68,000.00	December '08
2910	Tyler County US 190	Texas Dept of Transportation	ACP, Base Repair, Stripe	\$5,103,679.00	December '08
2911	Charlton-Polard Lot	ExxonMobil	Asphalt paving	\$849,000.00	January '09
2911	Liberty County FM 1410	Texas Dept of Transportation	Replace Bridge & approaches	\$541,765.00	February '09
2876	Gate - Phase II	ExxonMobil	Reconstruct Road	\$985,000.00	April '09
2876	Orange County SH 12	Texas Dept of Transportation	Reconstruct 2 lanes w/ a	\$5,968,267.00	June '09
2900	Motiva	Bechtel Jacobs	Heavy Haul Road	\$11,545,645.00	June '09
2915	Jefferson County	Jefferson County	Various bridge replacements	\$1,417,089.00	June '09
2903	Jefferson County IH-10, Etc.	Texas Dept of Transportation	Overlay existing roadway	\$5,646,455.00	August '09
2937	Jefferson County Bridges	Jefferson County	Bridge replacement	\$401,663.00	September '09
2888	Jefferson County IH-10	Texas Dept of Transportation	Rehabilitate Existing roadway	\$9,794,825.00	September '09
2909	Orange County FM 1442	Texas Dept of Transportation	Restore & Overlay existing roadway	\$2,694,261.00	October '09
2934	Hardin County US 69	Texas Dept of Transportation	Flexible pavement structure repair	\$374,098.00	October '09
2943	City of Orange	Jerry Walley Construction	1.5" overlay	\$254,724.00	October '09
2948	Jefferson County US 90	Encino Landscape	Asphalt overlay	\$108,999.00	November '09

2930	Hardin County Woodway Blvd	Hardin County	Bridge rehabilitation	\$2,133,649.00	December '09
2955	Beaumont Municipal Airport	Texas Dept of Transportation	Runway Improvements	\$2,025,212.00	
2957	Newton County FM 253	Texas Dept of Transportation	Rehab & Widen	\$779,988.00	
2961	Jefferson County US 69	Texas Dept of Transportation	Slope Stabilization	\$1,005,149.00	
2965	Tyler County FM 256	Texas Dept of Transportation	Add paved surface width	\$2,655,213.00	Jun-11
2969	Jasper County US 96	Texas Dept of Transportation	Move & replace base material	\$248,070.00	Mar-11
2972	ExxonMobil B&P	Worley Parsons	Bypass	\$2,515,306.00	Mar-11
2974	Liberty County CR 2132	Texas Dept of Transportation	Bridge Replacement	\$321,704.00	Mar-11
2975	Jefferson County SH 124	Texas Dept of Transportation	Add left turn lane	\$276,997.00	Jun-11
2977	Orange County FM 1442	Texas Dept of Transportation	Rt turn lane & signals	\$412,152.00	Aug-11
2978	SET Regional Airport			\$550,199.00	Feb-11
2979	Hardin County US 69	Texas Dept of Transportation	Microsurfacing	\$2,859,767.00	Aug-11
2981	Nederland	City of Nederland	Concrete street repairs	\$201,430.00	Complete
2982	Jefferson County SH 124	Texas Dept of Transportation	Milling and overlay	\$1,562,695.00	Jun-11
2983	Jefferson County VA RR	Texas Dept of Transportation	Milling and overlay	\$926,206.00	Mar-12
2984	Total DCP	TOTAL Refinery	Paving	\$1,459,509.00	Jul-11
2985	ExxonMobil	ExxonMobil	Roadway Maintenance	\$180,000.00	Dec-10
2987	Valero	Valero	Road Rehab	\$374,472.00	Complete
2988	Newton County SH 87	Texas Dept of Transportation	Super-Elevation	\$555,885.00	May-11
2989	ShawCor	ShawCor	Pipe Protection Site Work	\$678,644.00	Jul-11
2990	Mason Construction	Valero	Unit Paving 2" HMA	\$155,094.00	Complete
2991	West Orange	City of West Orange	TDRA Recovery Project	\$871,281.00	Aug-11
2992	Sour Lake	City of Sour Lake	2008 TDRA like Recovery	\$231,844.00	May-11
2993	Jasper County SH 62	Texas Dept of Transportation	Base Repair	\$301,918.00	Aug-11
2994	BO-MAC	LNG	Asphalt overlay	\$925,720.00	Complete
2995	Lumberton	City of Lumberton		\$341,387.00	Sep-11
2998	Event Center	City of Beaumont	Event Center parking lot	\$973,553.00	Feb-12
2999	Craigien Road Bridge	Jefferson County	Bridge Replacement	\$801,907.00	Jan-12
3001	Orange County IH-10	Texas Dept of Transportation	Frontage Roads	\$2,581,062.00	Sep-11
3002	Island Park X-Ray Slab	CBI	Asphalt overlay		Jul-13
3003	Jasper County Fish Hatchery	Texas Dept of Transportation		\$462,636.85	Oct-11
3004	Jefferson County US 69	Texas Dept of Transportation		\$2,784,417.79	Oct-11
3005	Orange Co Road Imp	Orange County	Road Improvements	\$1,177,083.45	Aug-11
3006	Port Arthur Utility Access Road	Port Arthur EDC		\$100,162.20	Jul-11
3007	Motiva OSBL Paving	Turner		\$2,124,864.27	Feb-12
3008	TGS: POB Rail Improvements	Port of Beaumont	Rail Improvements	\$451,305.50	Nov-11
3009	Sulfur Truck Route	Valero	Asphalt overlay	\$128,750.00	Aug-11
3010	Orange County Improvements	Port of Beaumont		\$8,409,165.00	Complete
3011	Merriman Street		Overlay	\$175,500.00	Aug-11
3012	Montage Center	Lamar University	Ditch & Asphalt Repairs	\$112,944.50	Aug-11
3013	Jasper County US 96	Texas Dept of Transportation		\$580,985.38	Oct-11
3014	Jefferson County FM 365	Texas Dept of Transportation		\$1,026,845.38	Oct-11
3015	Jefferson County SH 82	Texas Dept of Transportation		\$4,626,388.85	Jul-12
3016	JE Dunn	ExxonMobil	Parking lot repairs	\$164,370.00	Jan-12
3017	Orange County FM 105	Texas Dept of Transportation		\$1,805,820.00	Jun-12
3018	Pipeline Road Rehab	Chevron Pipeline		\$259,405.38	Nov-11
3019		Exxon Refinery	Milling & Paving	\$118,301.00	Complete
3020	Country Village Apartment Complex	Country Village Apartment Complex		\$183,998.84	Dec-11
3021	HCU Control Room	Valero	Paving	\$130,974.00	Feb-13
3022	Concrete Demo for Evans In Woodville	Evan Construction		\$367,970.50	Feb-12
3023	Newton Co SH 87 Additional surface width	Texas Dept of Transportation		\$2,777,739.88	Aug-12
3024	Motiva Barrier Casting Project	Recon	Construct Precast Barriers	\$255,200.00	Apr-12
3025	Chevron Pipeline Terminal #2	Chevron Pipeline	Overlay	\$273,576.40	Complete

3027	Chambers Co. FM 3180 Widen Intersection	Texas Dept of Transportation	Widening Road	\$180,098.37	Jul-12
3028	Chambers Co. FM 1406	Texas Dept of Transportation	Road Construction	\$529,842.47	Jul-12
3029	Jefferson Co. SH 87	Texas Dept of Transportation	Road Construction		May-12
3030	Jefferson Co. IH-10 Overlay	Texas Dept of Transportation	Overlay		Jun-12
3031	Afton Chemical Crossing Repair	Afton	Overlay	\$174,282.00	Complete
3032	Jefferson Co. Needmore Bridge	Texas Dept of Transportation	Bridge Construction	\$705,478.00	Jul-12
3033	Tyler Co. FM 1746 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$190,454.00	Aug-12
3034	SHAWCOR Cardon IV Project Site Work	ShawCor	Site Work	\$580,826.00	May-12
3036	Jasper Co. US 190	Texas Dept of Transportation	Overlay	\$699,036.00	Jul-12
3037	Tyler Co. US 69 Overlay roadway & Bridge Repair	Texas Dept of Transportation	Road Rehab	\$1,244,823.00	Sep-12
3038	City of Sour Lake Overlay #2	City of Sour Lake	Overlay	\$120,963.90	May-12
3039	TXDOT Jasper Co.	Texas Dept of Transportation	Road Construction	\$221,738.10	Complete
3040	Valero Loading Dock Ramp and Concrete Roadway	Valero	Concrete Work	\$252,010.50	Oct-12
3041	Mason/Valero Sulfur Truck Scale Paving	Mason Construction	Overlay	\$177,250.00	Jun-12
3042	County DRS010214 Seal Coat Japanese Road & F	Texas Dept of Transportation	Seal Coat	\$241,001.20	Jun-12
3043	Jefferson SH 347 Rehab Roadway	Texas Dept of Transportation	Road Construction	\$2,015,985.00	Oct-12
3045	Jefferson Co. IH10 Repair Existing Pavement & Over	Texas Dept of Transportation	Patching	\$2,393,201.00	Sep-12
3046	Jefferson Co. Road Improvements on Ave. H	Texas Dept of Transportation	Road Construction		Jul-12
3049	Goodyear Chemical 850 Unit	Goodyear	Concrete Work	\$1,050,700.00	Feb-13
3050	Jasper Co. RE 255	Texas Dept of Transportation	Road Construction	\$110,541.21	Oct-12
3051	Gerdau Concrete Sidewalk Project	Gerdau Ameristeel	Concrete Work	\$182,944.00	Nov-12
3052	Jasper Co. FM 1013 Additional Paved Surface	Texas Dept of Transportation	Widening Road	\$1,998,013.00	Jul-13
3053	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	\$776,636.00	Apr-13
3054	Hardin Co. US 69 Overlay Roadway	Texas Dept of Transportation	Overlay	\$2,061,902.00	Feb-13
3055	Valero T&M September 2012	Valero	Site Work	\$147,500.00	Complete
3056	Bomac/Valero Roadway Paving	BO-MAC	Paving	\$258,780.00	Feb-13
3057	Sabine Co. CR (Tuttle Rd.)	Texas Dept of Transportation	Bridge Construction	\$379,351.90	Complete
3058	Goodyear Houston Parking Lots	Goodyear	Overlay	\$118,989.50	Jan-13
3059	Jefferson County Courthouse: Pearl St. Parking Lo	Jefferson County	Overlay	\$135,757.20	Feb-13
3060	City of Orange East Orange Street Improvements	City of Orange	Overlay	\$1,141,774.00	Mar-13
3061	Jefferson Co. IH 10 Flex Base	Texas Dept of Transportation	Patching	\$641,464.00	May-13
3063	ISTC Drive Entrance & Exit	ISTC	Site Work	\$154,023.00	Apr-13
3066	Goodyear HSE Concrete Work	Goodyear	Concrete Work	\$105,373.00	May-13
3067	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	\$1,347,159.25	Jul-13
3068	Orange Co. FM 1006	Texas Dept of Transportation	Overlay	\$732,186.15	Jun-13
3074	Chevron Cedar Bayou for Strike	Chevron	Industrial work	\$493,989.00	May-13

## 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 additional information he desires.

Name of Bidder: APAC-Texas, Inc. Date Organized: 1945

Address: PO BOX 20779, Beaumont, TX 77720-0779 Date Incorporated: 1980

Number of Years in contracting business under present name 68

### CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
Please see attached.		

Type of work performed by your company: Road, highway & bridge 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
Please see attached.		

Major equipment available for this contract: APAC-Texas, Inc. owns over 200 pieces of equipment as well as has access to a national rental account.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ Available on request Bank reference: Bank of America Vandana Vyas  
PH: 925-675-7784

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Provided as courtesy only. in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 6th day of May, 20 14.

By: (signature) [Signature] Title: Asst. Secretary

(print name) Scott Blanchard

## ACTION IN LIEU OF MEETING OF THE DIRECTORS OF

**APAC-TEXAS, INC.**

August 1, 2012

The undersigned, being all of the members of the Board of Directors of APAC-Texas, Inc., a Delaware corporation (the "Corporation"), do hereby, pursuant to §141(f) of the Delaware General Corporation Law, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

**I. ELECTION OF OFFICERS**

**RESOLVED**, that effective August 1, 2012 all previous elections of officers are terminated, and the following persons be and hereby are elected to serve as officers of the Corporation in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Stephen R. Koonce	President
Kal A. Kincaid	Vice President/Asst. Secretary
Joe Naivar, Jr.	Vice President/Asst. Secretary
Mike Wallace	Vice President/Asst. Secretary
Brandon Smith	Vice President/Asst. Secretary
William B. Miller	Admn. Vice President/Assistant Secretary
Brian R. Watson	Vice President-Finance
Charles Brown	Treasurer/Assistant Secretary
Richard Blythewood	Secretary/Asst. Treasurer

**FURTHER RESOLVED**, that the appropriate officers of the Corporation be and each of them hereby is authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

**FURTHER RESOLVED**, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

Angela Kvarme	Asst. Secretary/ Asst. Treasurer	Kirk D. Morris	Assistant Secretary
Stephen Spinn	Asst. Secretary/ Asst. Treasurer	Michael G. O'Driscoll	Assistant Secretary
Steve Millington	Asst. Secretary	Gary P. Hickman	Assistant Secretary
Michael R. Baxter	Assistant Secretary	Michael F. Deaton	Assistant Secretary
Scott Blanchard	Assistant Secretary	M. Craig Hall	Assistant Secretary
Larry Mathews	Assistant Secretary	Russell Lindsey	Assistant Secretary
		David M. Toolan	Assistant Secretary
		Dean W. Buchanan	Assistant Secretary

**II. APPOINTMENT OF AUTHORIZED EMPLOYEES**

**RESOLVED**, that effective August 1, 2012 all previous appointments of Authorized Employees are terminated, and the following persons be and each of them hereby is appointed to serve as an Authorized Employee of the Corporation, which persons shall be authorized to execute and deliver such



agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work:

Michael R. Baxter  
 Scott Blanchard  
 Robert Brown  
 Mike Brown  
 James A. Connor  
 Russell Lindsey  
 L.L. Mathews  
 Larry Mathews

Chris S. Michael  
 Dean Donnellan  
 Greg Morisey  
 Kirk D. Morris  
 Ryan Lindsey  
 Rebecca Rutledge  
 David Reese  
 Lance Phillips

**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

### **III. AUTHORIZATION OF TRADE NAMES**

**RESOLVED**, that the activities and operations of the Corporation may be carried on in any of the following names or trade names as may from time-to-time be deemed necessary or appropriate:

APAC-Texas, Inc.  
 Mathews Construction  
 Texas Bitulithic Division; APAC-Texas, Inc.  
 Trotti & Thomson Division; APAC-Texas, Inc.  
 APAC-Texas, Inc., Wheeler Companies  
 Lindsey Contractors, Inc.

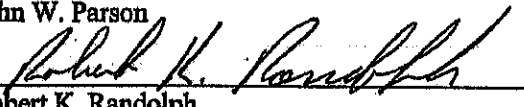
**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

**BE IT FURTHER RESOLVED**, that this resolution can be executed in multiple counterparts and that each counterpart taken together shall constitute a complete and duly executed original hereof, and that a facsimile of PDF copy of this resolution shall be legal and binding the same as an executed original hereof.

**FURTHER RESOLVED**, that the original of this Consent, after execution by the Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

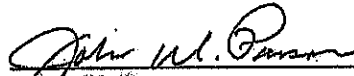
**IN WITNESS WHEREOF**, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

\_\_\_\_\_  
John W. Parson

  
\_\_\_\_\_  
Robert K. Randolph

\_\_\_\_\_  
Stephen R. Koonce

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

  
\_\_\_\_\_  
John W. Parson

\_\_\_\_\_  
Robert K. Randolph

\_\_\_\_\_  
Stephen R. Koonce

**IN WITNESS WHEREOF**, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

\_\_\_\_\_  
John W. Parson

\_\_\_\_\_  
Robert K. Randolph

  
\_\_\_\_\_  
Stephen R. Koonce



P.O. Box 20779 Beaumont, Texas 77720

BID DOCUMENTS  
FOR  
JEFFERSON COUNTY, TEXAS  
IFB TITLE: HANGAR #7 APRON (PHASE II) FOR THE  
JACK BROOKS REGIONAL AIRPORT  
IFB NUMBER: 14-011/JW  
DUE: TUESDAY, May 6, 2014 AT 11:00 AM  
PURCHASING DEPT.  
1149 PEARL ST., 1<sup>ST</sup> FLOOR  
BEAUMONT, TX 77701

05-06-14P10:29 RCVD

**"SEALED BID"**

05/06/2014

Hangar # 7 Apron (Phase II) for the Jack Brooks Regional  
Airport

IFB 14-011/JW

Attn: Jefferson County Purchasing Dept.  
Deborah L. Clark

---



3004 Nederland Ave  
Nederland, Texas 77627  
Ph. (409)729-8989  
Fax (409)729-8987



# JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593

## ADDENDUM TO IFB

IFB Number: IFB 14-011/JW  
IFB Title: Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport  
IFB Due: 11:00 am CST, Tuesday, May 6, 2014  
Addendum No.: 1  
Issued (Date): May 1, 2014

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarification of Insurance Requirements

To specifically address the question regarding Builder's Risk Insurance, this project will not require a Builder's Risk Insurance, as there is no "structure" or delivery before or during installation. All other insurance requirements included in the specifications for the project will apply.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Maulana Horton  
Witness

Danna English VP  
Authorized Signature (Bidder)

Vice President

Title of Person Signing Above

Witness

Construction Zone of Texas, LLC

Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

3004 Nederland Ave, Nederland, TX 77627  
Address

## 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: Home Furniture & Bedding  
 Address: 909 West Pont Des Moutoun Lafayette, La 70507  
 Contact Person and Title: Mr. Joey Belton - Director of Construction  
 Phone: 337-380-8172 Cell Fax: 337-291-7892  
 Contract Period: Nov 2013-Sept 2014 Scope of Work: New 27,000sf Facility  
\$2.1M

### REFERENCE TWO

Government/Company Name: Jefferson County Purchasing- Jack Brooks regional Airport  
 Address: 4875 Parker Drive  
 Contact Person and Title: Mrs. Deb Clark & Mr. Alex Rupp  
 Phone: 409-719-4900 Fax: 409-722-2830  
 Contract Period: Nov 2013 - Dec 2013 Scope of Work: Prep & asphalt pkg overlay

### REFERENCE THREE

Government/Company Name: Jefferson County - Ford Park  
 Address: 5115 I-10 Beaumont, Texas 77705  
 Contact Person and Title: Mrs. Deb Clark & John Hughes  
 Phone: 409-951-5400 Fax: \_\_\_\_\_  
 Contract Period: Oct 3013- Dec 2013 Scope of Work: New Maint bldg & foundation

***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.

Construction Zone of Texas, LLC

Bidder (Entity Name)

Signature

3004 Nederland Ave.

Street & Mailing Address

Danna English

Print Name

Nederland, TX 77627

City, State & Zip

05/06/2014

Date Signed

(409) 729-8989

Telephone Number

(409) 729-8987

Fax Number

jime@cziglobal.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	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> 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.</p> <p>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.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="margin-left: 40px;">Construction Zone of Texas , LLC</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>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.</p> <p style="margin-left: 40px;">None</p>	
<p>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.</p> <p style="margin-left: 40px;">None</p>	

***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

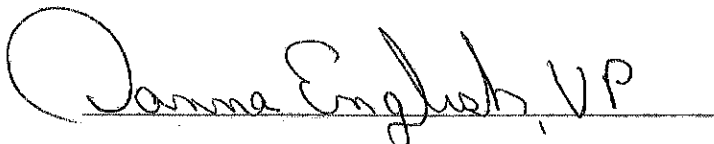
- C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

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

7.



Signature of person doing business with the governmental entity

05/06/2014

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.

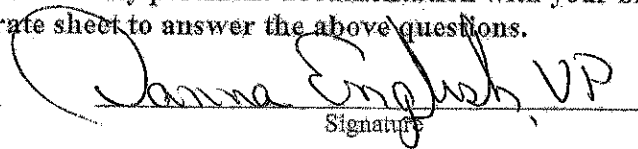
### Did the Prime Contractor/Consultant . . .

- |                              |  |  |
|------------------------------|--|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> 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?   |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?   |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>   |

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.

Danna English

Printed Name of Authorized Representative

  
Signature

Vice President

Title

05/06/2014

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: ☐ Yes ☐ No

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

Street	City	State	Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title &amp; 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: \_\_\_\_\_

Danna English		05/06/2014
Printed Name of Contractor Representative	Signature of Representative	Date

Construction Zone of Texas, LLC 05/06/2014  
 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). ☒ Yes ☐ No

Prime Contractor: Construction Zone of Texas, LLC HUB: ☒ Yes ☐ No

HUB Status (Gender & Ethnicity): Women Owned Business

Address: 3004 Nederland Avenue Nederland TX 77627

Street

City

State

Zip

Phone (with area code): (409) 729-8989 Fax (with area code): (409) 729-8987

Project Title & No.: Hangar#7 Apron (Phase II) IFB/RFP No.: 14-011/JW  
Jack Brooks Regional

Total Contract:	\$	TBD	Total HUB Subcontract(s):	\$	0
-----------------	----	-----	---------------------------	----	---

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 SUBCONTRACTOR 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

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): Danna English

Title: Vice President

Signature: Jamie Enalob VP

Date: 05/06/2014

E-mail address: jime@cziglobal.com

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

Name (print or type): Lari Merton

Title: Accounts Receivable

Date: 05/06/2014

E-mail address: larim@cziglobal.com

**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 Construction Zone of Texas, LLC [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.):	20-0074905
Company Name submitting bid/proposal:	Construction Zone of Texas, LLC
Mailing address:	3004 Nederland Ave., Nederland, TX 77627
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**
44167	717 Hebert Woods, Port Neches, TX 77651
118843	3004 Nederland Ave., Nederland, TX 77627
67248	231 N. Twin City Hwy, Nederland, TX 77627

\* 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 Danna English, who  
(name)  
after being by me duly sworn, did depose and say:

"I, Danna English am a duly authorized officer of/agent  
(name)  
for Construction Zone of Texas, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Construction Zone of Texas, LLC  
(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: Construction Zone of Texas, LLC  
3004 Nederland Ave., Nederland, TX 77627

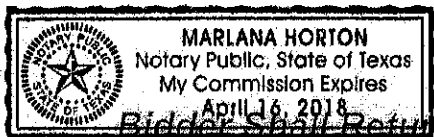
Fax: (409) 729-8987 Telephone# (409) 729-8989

by: Danna English Title: Vice President  
(print name)

Signature: Danna English, VP

SUBSCRIBED AND SWORN to before me by the above-named  
Danna English on

this the 6th day of May, 2014.



Marlana Horton  
Notary Public in and for  
the State of Texas

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

# CONTRACT

This agreement made this 6th day of May, 2014, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and Construction Zone of Texas, LLC their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

**WITNESSETH:** That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 70 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become

due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

### COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: \_\_\_\_\_

County Judge

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_

Director of Engineering

### CONTRACTOR

Party of the Second Part

By: \_\_\_\_\_

Vice President

(Title)

## Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:

(IFB 14-011/JW), Hangar #7 Apron (Phase II) for the Jack Brooks Regional Airport

Bidder's Company/Business Name: Construction Zone of Texas, LLC

Bidder's TAX ID Number: 20-0074905

Contact Person: Danna English Title: Vice President

Phone Number (with area code): (409) 729-8989

Alternate Phone Number if available (with area code): (940) 365-1366

Fax Number (with area code): (409) 729-8987

Email Address: jime@cziglobal.com

Please provide a physical address for bid bond return:

Construction Zone of Texas, LLC

3004 Nederland Ave.

Nederland, TX 77627

## PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS  
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.  
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT"  
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE  
TO "JEFFERSON COUNTY".

### WORK CONSISTING OF GRADING, BASE, PAVEMENT, AND FENCING IN JEFFERSON COUNTY, TEXAS

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 70 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) ( N/A )

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

**BID PROPOSAL MUST NOT BE DISASSEMBLED****NOTICE TO THE BIDDER**

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totalling all of the extended amounts.

Name of Bidder: Construction Zone of Texas, LLC

By: Danna English

\$ 178,460.49  
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.



## BID FORM INSTRUCTIONS SHEET

### BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the Per Unit Bid Price. Do Not write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.  
The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)  
Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2021		WRITTEN IN WORDS REMOVING CONC (CURB) <i>Fifteen</i> <b>EXAMPLE</b> AND <i>No</i> CENTS	LF	466.00	\$6,990.00

Unit price for each linear foot of Concrete Curb Removed

# BID FORM

PROJECT: HANGAR NO. 7 APRON (PHASE II)

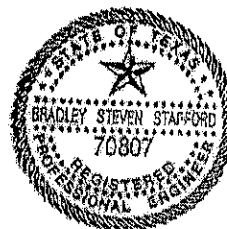
PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY) <u>Ten</u> DLRS AND <u>Thirty-three</u> CENTS	CY	865.00	6,769. <sup>05</sup>
	0247	2042		FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS) <u>Eighty-nine</u> DLRS AND <u>ninety-seven</u> CENTS	CY	280.00	25,191. <sup>09</sup>
	0260	2006		LIME TRT (EXST MATL) (8") <u>Ten</u> DLRS AND <u>Thirty-three</u> CENTS	SY	1,680.00	17,361. <sup>83</sup>
	0360	0001		CONC PAV (JT REINF)(8") <u>Sixty-seven</u> DLRS AND <u>Forty-four</u> CENTS	SY	1,680.00	113,304. <sup>58</sup>
	0500	2001		MOBILIZATION <u>eleven thousand eight hundred</u> DLRS AND <u>Twenty-five</u> CENTS	LS	1.00	11,855. <sup>25</sup>
	0550	2001		CHAIN LINK FENCE (INSTALL) (6') <u>Seventeen</u> DLRS AND <u>Ninety-six</u> CENTS	LF	106.00	1,904. <sup>13</sup>
	0550	2003		CHAIN LINK FENCE (REMOVE) <u>Six</u> DLRS AND <u>Fifty-nine</u> CENTS	LF	316.00	2,074. <sup>67</sup>
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	178,460. <sup>49</sup>

## ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. April 8, 2014

### **General Notes:**

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.

Contractor shall maintain drainage throughout the project. This work is incidental to the various bid items.

Any debris placed on the taxi-way due to construction activities will be removed by the end of the day.

### **Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

### **Item 8: Prosecution and Progress**

The cost of liquidated damages is \$500 per day.

### **Item 247: Flexible Base**

Compaction method specified as ordinary control compaction.

### **Item 260: Lime Treatment (Road-Mixed)**

Dry placement of lime will not be permissible.

Furnishing hydrated lime slurry, commercial lime slurry, or quicklime slurry is subsidiary to the cost for lime treatment. The proposed lime content is 8% and will require 36.3 tons of lime for an average soil weight of 120 lbs/cf.

### **Item 550: Chain Link Fence**

The fence installed along the apron and terminating at the hangar will be salvaged from the existing fence which is being removed. The barbed wire along the top of the fence will also be reused.

Due to security issues, no gaps in the fence will be left open after working hours and no gaps will be left unattended during work hours.

## JEFFERSON COUNTY

## GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 110 EXCAVATION (132)

ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)

ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)

ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

ITEM 500 MOBILIZATION

ITEM 550 CHAIN LINK FENCE (421) (445)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

## WAGE RATES

SPECIAL PROVISION "SPECIAL LABOR PROVISIONS" (000---007)

SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)

SPECIAL SPECIFICATIONS:

NONE

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	

Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
Servicer.....	\$ 13.97
Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.27

---

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: SOLA2004-007 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

## ***SPECIAL PROVISIONS***

## 2004 Specifications

**SPECIAL PROVISION**

000---007

**Special Labor Provisions for State Projects**

**General.** This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates", and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

**Minimum Wages, Hours and Conditions of Employment.** All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designed to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any

worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

**Record and Inspections.** Keep copies of weekly payrolls for review. Require Subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require Subcontractors to post or make available to employees the prevailing wage rates from the Contract.

## 2004 Specifications

**SPECIAL PROVISION****000---2607****Nondiscrimination**

**Description.** All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

**Definition of Terms.** Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

**Nondiscrimination Provisions.** During the performance of this contract, the contractor agrees as follows:

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# State of Texas

## Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

### **CONSTRUCTION ZONE OF TEXAS, LLC.**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 22-JUL-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1200074905600  
File/Vendor Number: 38000  
Approval Date: 21-JUL-2011  
Expiration Date: 21-JUL-2015

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

# **AIA® Document A310™ – 2010**

## **Bid Bond**

**CONTRACTOR:**
*(Name, legal status and address)*

Construction Zone of Texas, LLC

3004 Nederland Ave.

Nederland, TX 77627

**OWNER:**
*(Name, legal status and address)*

Jefferson County

1149 Pearl St. 1st Floor

Beaumont, TX 77701

**BOND AMOUNT: \*\*\*Five Percent Of Greatest Amount Bid\*\*\* ( 5% of GAB )**
**SURETY:**
*(Name, legal status and principal place*
*of business)* Hartford Fire Insurance Company

3000 Internet Drive, Suite 600

Frisco, TX 75034-1991

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**
*(Name, location or address, and Project number, if any)*

Hangar #7 Arpon Phase II - Jack Brooks Regional Airport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

 Signed and sealed this 6th day of May, 2014

Mariana Houtm  
(Witness)

K. meek  
(Witness)

Construction Zone of Texas, LLC

(Principal)

(Title)

Hartford Fire Insurance Company

(Surety)

(Title)

Dawn Anglin, Attorney-In-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

66116





## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent who is listed on the Declarations Page of your policy, or on your binder or certificate of insurance.

You may call The Hartford toll-free telephone number for information or to make a complaint at

**1-800-392-7805**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

**1-800-252-3439**

You may write the Texas Department of Insurance  
P.O. 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 agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente quien esta alistado en las Paginas de Declaracion de su poliza, o en su resguardo provisional, o en el certificado de seguro.

Usted puede llamar al numero de telefono gratis de The Hartford's para informacion o para someter una queja al

**1-800-392-7805**

Puede comunicarse con el Departamento de Seguros de Texas para conseguir informacion acerca de companias, coberturas, derechos o quejas al

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

### DISPUTAS SOBRE PRIMAS O RECLAMOS

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 46-461496

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Dennis Dowd, John D. Fulkerson, Kae Perdue, Tom P. Ellis III, Donnie D. Doan, Debbie Smith, Dawn Anglin, Kristi Meek, Walter J. DeLaRosa of DALLAS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 6, 2014.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2014

207

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).

<b>PRODUCER</b> Hotchkiss Insurance Agency, LLC 4120 International Parkway Carrollton TX 75007		<b>CONTACT NAME:</b> Dallas Certificates <b>PHONE (A/C, No, Ext):</b> 972-512-7700 <b>E-MAIL:</b> dallascerts@hjalic.com <b>FAX (A/C, No):</b> 972-512-7799 <b>ADDRESS:</b> dallascerts@hjalic.com	
<b>INSURED</b> Construction Zone of Texas LLC 1420 Spring Hill Rd Aubrey TX 76227		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Cincinnati Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
<b>CONST05</b>		<b>NAIC #</b> 10677 22945	

**COVERAGES****CERTIFICATE NUMBER:** 1185556095**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		EPP0127106	3/20/2014	3/20/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Emp Ben. \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EBA0127106	3/20/2014	3/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL		EPP0127106	3/20/2014	3/20/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TSF0001166970	3/21/2014	3/21/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The General Liability & Commercial Auto policies include blanket additional insured endorsements GA233(02-07) & AA4171(11-05). The General Liability policy includes a special endorsement with Primary and Noncontributory wording GA233 (02-07). The General Liability, Commercial Auto, & Workers Compensation policies include blanket automatic waiver of subrogation endorsements GA233(02-07), AA4172(09-09), and WC420304A. Umbrella follows form for Additional Insured and Waiver of Subrogation per attached form US101UM(12-04).

**CERTIFICATE HOLDER****CANCELLATION**

Jefferson County 1149 Pearl Street, 1st floor Beaumont TX 77701	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 <i>Douglas S. Hotchkiss</i>
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

**"SEALED BID"**

For

**Hangar #7 Apron (Phase II)**

For The Jack Brooks Regional Airport

IFB 14-011/JW

Due Date: May 6, 2014



**Attn: Debora L. Clark**  
Jefferson County Purchasing Dep.  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701



CONSTRUCTIONZONE

**Construction Zone**  
3004 Nederland Avenue  
Nederland, TX 77627  
(409) 729-8989

05-06-14P10:29 RCV D

**BID PROPOSAL MUST NOT BE DISASSEMBLED**

**NOTICE TO THE BIDDER**

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: GADV Inc dba L&L General Contractors

By:  Vice President  
Kirk LeBlanc Title

\$ 163,281.00  
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.

# BID FORM

PROJECT: HANGAR NO. 7 APRON (PHASE II)

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY) Twenty One _____ DLRS AND No _____ CENTS	CY \$21.00	655.00	\$13,755.00
	0247	2042		FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS) Eighty Four _____ DLRS AND Seventy Five _____ CENTS	CY \$84.75	280.00	\$23,730.00
	0260	2006		LIME TRT (EXST MATL) (6") Thirteen _____ DLRS AND Fifty _____ CENTS	SY \$13.50	1,680.00	\$22,680.00
	0360	0001		CONC PAV (JT REINF)(8") Forty Two _____ DLRS AND No _____ CENTS	SY 42.00	1,680.00	\$70,560.00
	0500	2001		MOBILIZATION Twenty Five Thousand Six Hundred Thirty Four _____ DLRS AND No _____ CENTS	LS	1.00	\$25,634.00
	0650	2001		CHAIN LINK FENCE (INSTALL) (6") Forty Four _____ DLRS AND Fifty _____ CENTS	LF \$44.50	106.00	\$4,717.00
	0660	2003		CHAIN LINK FENCE (REMOVE) Seven _____ DLRS AND No _____ CENTS	LF \$7.00	315.00	\$2,205.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	163,281.00



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

IFB Number: IFB 14-011/JW

IFB Title: Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport

IFB Due: 11:00 am CST, Tuesday, May 6, 2014

Addendum No.: 1

Issued (Date): May 1, 2014

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

---

Reason for Issuance of this addendum: Clarification of Insurance Requirements


To specifically address the question regarding Builder's Risk Insurance, this project will not require a Builder's Risk Insurance, as there is no "structure" or delivery before or during installation. All other insurance requirements included in the specifications for the project will apply.


**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

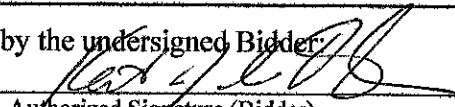
---

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

  
\_\_\_\_\_  
Witness McClain McDonald

  
\_\_\_\_\_  
Witness Darci Nierietter

  
\_\_\_\_\_  
Authorized Signature (Bidder)

Vice President  
\_\_\_\_\_  
Title of Person Signing Above

Kirk LeBlanc  
\_\_\_\_\_  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

11988 FM 365 West, Beaumont, Texas 77705  
\_\_\_\_\_  
Address

## 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 Street, Beaumont, Texas 77701

Contact Person and Title: Alex Rupp - Airport Manager, Duke Youmans - Director of Maintenance

Phone: 409-719-4900 - (Jack Brooks Reg. Airport) Fax: \_\_\_\_\_

Contract Period: 2011 Scope of Work: Hangar #2 - Project

### REFERENCE TWO

Government/Company Name: City of Port Arthur

Address: 520 Pleasure Pier Blvd., Port Arthur, Texas 77642

Contact Person and Title: Jimmy Dike - Pleasure Island Commission Director

Phone: 409-982-4675 Fax: 409-982-8069

Contract Period: 2011, 2012, 2013, 2014 Scope of Work: Recreational Corridor Trail

### REFERENCE THREE

Government/Company Name: Diocese of Beaumont

Address: 710 Archie Street, Beaumont, Texas 77701

Contact Person and Title: Jack Moser - Director of Construction

Phone: 409-924-4359 Fax: \_\_\_\_\_

Contract Period: 2010, 2011, 2012, 2014 Scope of Work: Commercial Construction

***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.

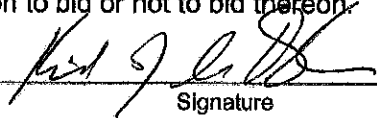
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes ☒ No ☐

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.

GADV Inc dba L&L General Contractors  
Bidder (Entity Name)

  
Signature

11988 FM 365 West  
Street & Mailing Address

Kirk LeBlanc  
Print Name

Beaumont, Texas 77705  
City, State & Zip

5-6-2014  
Date Signed

409-796-1344  
Telephone Number

409-796-1341  
Fax Number

landlinc@att.net  
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	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> 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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center;">N/A</p>	
<p>2. <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>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.</p> <p style="text-align: center;">N/A</p>	
<p>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.</p> <p style="text-align: center;">N/A</p>	

***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.) N/A

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

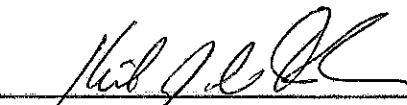
- D. Describe each affiliation or business relationship:

NONE

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

NONE

7.



Kirk LeBlanc  
Signature of person doing business with the governmental entity

5-6-2014

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

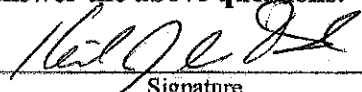
**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's bid. This list 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 . . .

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>   |

**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.**

Kirk LeBlanc  
\_\_\_\_\_  
Printed Name of Authorized Representative

  
\_\_\_\_\_  
Signature

Vice President  
\_\_\_\_\_  
Title

5-6-2014  
\_\_\_\_\_  
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

☐ 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: GADV Inc dbaL&L General Contractors HUB: ☐ Yes ☒ No

Address:	11988 FM 365 West	Beaumont	Texas	77705
	Street	City	State	Zip

Phone (with area code): 409-796-1344 Fax (with area code): 409-796-1341

**Project Title & No.:** Jack Brooks - Hangar #7 Apron .....

**Prime Contract Amount:** \$ TBA

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:

Kirk LeBlanc  
Printed Name of Contractor Representative

Signature of Representative

5-6-2014  
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). ☐ Yes ☒ No

Prime Contractor: GADV Inc dba L&L General Contractors HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): Women Owned Business

Address:	11988 FM 365 West	Beaumont	Texas	77705
	Street	City	State	Zip

Phone (with area code): 409-796-1344 Fax (with area code): 409-796-1341

Project Title & No.: Jack Brooks Hangar #7 IFB/RFP No.: 14-011/JW

**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

**PAGE 2 OF 4**

## 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

**PAGE 3 OF 4**

**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): Kirk LeBlanc

Title: Vice President

Signature: 

Date: 409-796-1344

E-mail address: landlinc@att.net

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

Name (print or type): McClain McDonald

**Title:** Project Manager

Date: 5-6-2014

E-mail address: landline@att.net


***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.

GADV Inc dba

☒ I certify that L&L General Contractors [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.):	32037811802
Company Name submitting bid/proposal:	GADV Inc dba L&L General Contractors
Mailing address:	11988 FM 365 West, Beaumont, Texas 77705
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**
58777	11988 FM 365 West, Beaumont, Texas 77705

\* 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 Kirk LeBlanc, who  
(name)  
after being by me duly sworn, did depose and say:

"I, Kirk LeBlanc am a duly authorized officer of/agent  
(name)  
for GADV Inc dba L&L General Contractors and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said GADV Inc dba L&L General Contractors  
(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."

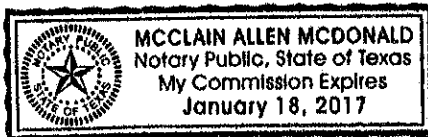
Name and address of bidder: GADV Inc dba L&L General Contractors  
11988 FM 365 West, Beaumont, Texas 77705

Fax: 409-796-1341 Telephone# 409-796-1344  
by: Kirk LeBlanc Title: Vice President  
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_ on

this the 6th day of May, 2014.



[Signature]  
Notary Public in and for  
the State of State of Texas

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

# CONTRACT

This agreement made this 6th day of May, 2014, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and GADV Inc dba L&L General Contractors his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

**WITNESSETH:** That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

**Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.**

The work to be constructed under this contract shall be completed in 70 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become

due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the date herein named.

**COUNTY OF JEFFERSON**

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: \_\_\_\_\_  
County Judge

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Director of Engineering

**CONTRACTOR**

Party of the Second Part

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

## Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

**Project Name:**

**(IFB 14-011/JW), Hangar #7 Apron (Phase II) for the Jack Brooks Regional Airport**

**Bidder's Company/Business Name:** GADV Inc dba L&L General Contractors

**Bidder's TAX ID Number:** 32037811802 - State of Texas

**Contact Person:** Kirk LeBlanc

**Title:** Vice President

**Phone Number (with area code):** 409-796-1344

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** 409-796-1341

**Email Address:** landlinc@att.net

**Please provide a physical address for bid bond return:**

GADV Inc dba L&L General Contractors

11988 FM 365 West

Baumont, Texas 77705

## PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS  
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.  
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT"  
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE  
TO "JEFFERSON COUNTY".

### WORK CONSISTING OF GRADING, BASE, PAVEMENT, AND FENCING IN JEFFERSON COUNTY, TEXAS

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 70 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) ( N/A )

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.


**BID PROPOSAL MUST NOT BE DISASSEMBLED**

**NOTICE TO THE BIDDER**

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: GADV Inc dba L&L General Contractors

By:  Vice President  
Kirk LeBlanc Title

\$ 163,281.00

**Total Bid Amount**

Take each calculated item total per line and add together for the Total Bid Amount.



# BID FORM INSTRUCTIONS SHEET

## BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the Per Unit Bid Price. Do Not write in your total price for the line item.

In the "Item Total" Column: Write In the Numbers of the Item Total.

**The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities**

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)

Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2021		WRITTEN IN WORDS REMOVING CONC (CURB) <i>Fifteen</i> AND <i>No</i> CENTS	LF	466.00	<i>\$6,990.00</i>

Unit price for each linear foot of Concrete Curb Removed

# BID FORM

PROJECT: HANGAR NO. 7 APRON (PHASE II)

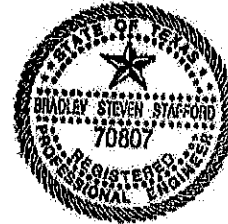
PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY) Twenty One _____ DLRS AND No _____ CENTS	CY \$21.00	655.00	\$13,755.00
	0247	2042		FLBS (CMP IN PLC)(TY A GR 2)(FNAL POS) Eighty Four _____ DLRS AND Seventy Five _____ CENTS	CY \$84.75	280.00	\$23,730.00
	0260	2006		LIME TRT (EXST MATL) (6") Thirteen _____ DLRS AND Fifty _____ CENTS	SY \$13.50	1,680.00	\$22,680.00
	0360	0001		CONC PAV (JT REINF)(8") Forty Two _____ DLRS AND No _____ CENTS	SY 42.00	1,680.00	\$70,560.00
	0500	2001		MOBILIZATION Twenty Five Thousand Six Hundred Thirty Four _____ DLRS AND No _____ CENTS	LS	1.00	\$25,634.00
	0550	2001		CHAIN LINK FENCE (INSTALL) (6") Forty Four _____ DLRS AND Fifty _____ CENTS	LF \$44.50	106.00	\$4,717.00
	0550	2003		CHAIN LINK FENCE (REMOVE) Seven _____ DLRS AND No _____ CENTS	LF \$7.00	316.00	\$2,205.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	163,281.00

## ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by  
Bradley Steven Stafford, P.E.  
April 8, 2014

**General Notes:**

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.

Contractor shall maintain drainage throughout the project. This work is incidental to the various bid items.

Any debris placed on the taxi-way due to construction activities will be removed by the end of the day.

**Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

**Item 8: Prosecution and Progress**

The cost of liquidated damages is \$500 per day.

**Item 247: Flexible Base**

Compaction method specified as ordinary control compaction.

**Item 260: Lime Treatment (Road-Mixed)**

Dry placement of lime will not be permissible.

Furnishing hydrated lime slurry, commercial lime slurry, or quicklime slurry is subsidiary to the cost for lime treatment. The proposed lime content is 8% and will require 36.3 tons of lime for an average soil weight of 120 lbs/cf.

**Item 550: Chain Link Fence**

The fence installed along the apron and terminating at the hangar will be salvaged from the existing fence which is being removed. The barbed wire along the top of the fence will also be reused.

Due to security issues, no gaps in the fence will be left open after working hours and no gaps will be left unattended during work hours.

# JEFFERSON COUNTY

## GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

### ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 110 EXCAVATION (132)  
 ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)  
 ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)  
 ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)  
 ITEM 500 MOBILIZATION  
 ITEM 550 CHAIN LINK FENCE (421) (445)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

### WAGE RATES

SPECIAL PROVISION "SPECIAL LABOR PROVISIONS" (000---007)  
 SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)

### SPECIAL SPECIFICATIONS:

NONE

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	

Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
Servicer.....	\$ 13.97
Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27

---

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

## ***SPECIAL PROVISIONS***

## SPECIAL PROVISION

000---007

### Special Labor Provisions for State Projects

**General.** This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates", and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

**Minimum Wages, Hours and Conditions of Employment.** All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designed to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any

worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

**Record and Inspections.** Keep copies of weekly payrolls for review. Require Subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require Subcontractors to post or make available to employees the prevailing wage rates from the Contract.

## 2004 Specifications

**SPECIAL PROVISION****000---2607****Nondiscrimination**

**Description.** All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

**Definition of Terms.** Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

**Nondiscrimination Provisions.** During the performance of this contract, the contractor agrees as follows:

**(1) Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

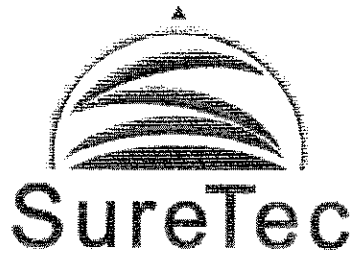
**(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we GADV, INC. DBA L & L GENERAL CONTRACTORS 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 as obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT NOT TO EXCEED THE TOTAL AMOUNT BID 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 HANGAR #7 APRON (PHASE II) FOR THE JACK BROOKS REGIONAL AIRPORT.

**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 06 day of MAY, 2014.

GADV, INC. DBA L & L GENERAL CONTRACTORS  
(Principal)

BY: [Signature]

TITLE: SECRETARY

SureTec Insurance Company

BY: [Signature]  
RUSSELL CLAY MATHIS, Attorney-in-Fact

POA #4221670

# **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.



POA #: 4221670

# 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

Russell Clay Mathis

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:

Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00)

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 20<sup>th</sup> 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 18th day of December, A.D. 2013

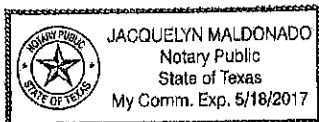
SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President

State of Texas      SS:  
County of Harris



On this 18th day of December, 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.



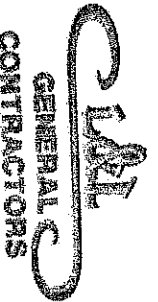
[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

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 6 day of May, 2014, A.D.

[Signature]  
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.



# L&L General Contractors

05-06-14 P 10:32 RCVD

11988 FM 365 W  
Beaumont, TX 77705

Project Name: Jack Brooks Hangar #7 Apron Extension

Bid Location: 1149 Pearl Street, Beaumont, Texas 77701

Bid Time: 5/6/2014 11:00 AM

**BID PROPOSAL MUST NOT BE DISASSEMBLED****NOTICE TO THE BIDDER**

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: SIMCO ENTERPRISES, LTD

By: MARK SIMON

\$ 154,504<sup>00</sup>  
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.

# BID FORM

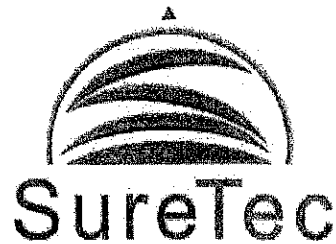
PROJECT: HANGAR NO. 7 APRON (PHASE II)

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS EXCAVATION (ROADWAY)			
	0110	2001		<u>TWENTY THREE</u> DLRS AND <u>ZERO</u> CENTS	CY	665.00	15,065 <sup>00</sup>
	0247	2042		FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS) <u>ONE HUNDRED THIRTEEN</u> DLRS AND <u>ZERO</u> CENTS	CY	280.00	31,640 <sup>00</sup>
	0260	2006		LIME TRT (EXST MATL) (6") <u>ELEVEN</u> DLRS AND <u>ZERO</u> CENTS	SY	1,680.00	18,480 <sup>00</sup>
	0360	0001		CONC PAV (JT REINF) (8") <u>FORTY FOUR</u> DLRS AND <u>FIFTY</u> CENTS	SY	1,680.00	74,760 <sup>00</sup>
	0500	2001		MOBILIZATION <u>SIX THOUSAND</u> DLRS AND <u>ZERO</u> CENTS	LS	1.00	6,000 <sup>00</sup>
	0550	2001		CHAIN LINK FENCE (INSTALL) (6') <u>FIFTY FOUR</u> DLRS AND <u>ZERO</u> CENTS	LF	106.00	5,724 <sup>00</sup>
	0550	2003		CHAIN LINK FENCE (REMOVE) <u>NINE</u> DLRS AND <u>ZERO</u> CENTS	LF	315.00	2835 <sup>00</sup>
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	

154,504<sup>00</sup>



## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we SIMCO Enterprises, Ltd.  
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the  
"Surety," are held and firmly bound unto Jefferson County  
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest 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 Jefferson County Airport Hangar #7 Apron

Proj. No. IFB 14-011 / JW

**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 6th day of May, 2014.

SIMCO Enterprises, Ltd.

(Principal)

BY: Mark Drinn

TITLE: EXECUTIVE VICE PRESIDENT

**SURETEC INSURANCE COMPANY**

BY: Bonnie Coburn

Bonnie Coburn, Attorney-in-Fact

POA #: 5180778

# 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

**Bonnie Coburn**

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:

**Principal:** SIMCO Enterprises, Ltd.

**Obligee:** Jefferson County

**Amount:** \$ 150,000.00

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 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 20<sup>th</sup> 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**

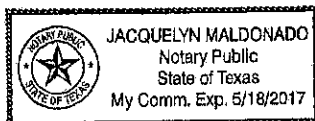
By:   
John Knox Jr., President

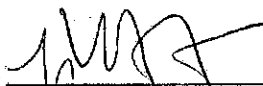
State of Texas  
County of Harris

ss:



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  
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 6<sup>th</sup> day of May, 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.

<p><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b></p>
--

**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  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**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.

---



# JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593

## ADDENDUM TO IFB

IFB Number: IFB 14-011/JW  
IFB Title: Hangar # 7 Apron (Phase II) for the Jack Brooks Regional Airport  
IFB Due: 11:00 am CST, Tuesday, May 6, 2014  
Addendum No.: 1  
Issued (Date): May 1, 2014

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarification of Insurance Requirements

To specifically address the question regarding Builder's Risk Insurance, this project will not require a Builder's Risk Insurance, as there is no "structure" or delivery before or during installation. All other insurance requirements included in the specifications for the project will apply.

**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness:

Witness

Approved by

Date:

5-1-2014

Mark Simon

Authorized Signature (Bidder)

Executive Vice President

Title of Person Signing Above

Simco Enterprises, LTD

Typed Name of Business or Individual

3101 Main Ave, Groves, TX 77619

Address



## 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: PORT OF PORT ARTHUR  
 Address: PO BOX 1428 / 221 HOUSTON AVENUE, PORT ARTHUR, TX 77641  
 Contact Person and Title: MR LARRY KELLY, DEPUTY PORT DIRECTOR  
 Phone: 409 983 2011 Fax: 409 985 9312  
 Contract Period: 8/2012 to 11/2013 Scope of Work: DRAINAGE DITCH IMPROVEMENTS

### REFERENCE TWO

Government/Company Name: JEFFERSON COUNTY DRAINAGE DISTRICT #7  
 Address: PO BOX 3244, PORT ARTHUR, TX 77643  
 Contact Person and Title: MR RALPH MITCHELL,  
 Phone: 409 985 7354 Fax: 409 983 7564  
 Contract Period: 1/2013 to 12/2013 Scope of Work: IMPROV MAIN C CANAL

### REFERENCE THREE

Government/Company Name: CITY OF BEAUMONT  
 Address: PO BOX 3827, BEAUMONT, TX 77704  
 Contact Person and Title: MS AMELIA VILLERREAL  
 Phone: 409 785 3016 Fax: 409 861 4836  
 Contract Period: 2/2013 - ONGOING Scope of Work: SEWER REHAB

**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.

SIMCO ENTERPRISES, LTD

Bidder (Entity Name)

Mark Simon

Signature

3101 MAIN AVE./ PO BOX 877

Street & Mailing Address

MARK SIMON

Print Name

GROVES, TX 77619

City, State & Zip

MAY 6, 2014

Date Signed

409 962 8593

Telephone Number

409 963 3831

Fax Number

simcoent@sbcglobal.net

E-mail Address

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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> 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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center;">SIMCO ENTERPRISES, LTD</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>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.</p> <p style="text-align: center;">N/A</p>	
<p>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.</p> <p style="text-align: center;">N/A</p>	

***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:

N/A

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

N/A

7.



5/6/14

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 . . .

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> 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?   |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>   |

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.

MARK SIMON

Printed Name of Authorized Representative

*Mark Simon*

Signature

EXECUTIVE VICE PRESIDENT

Title

5/6/14

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: SIMCO ENTERPRISES, LTD HUB: ☐ Yes ☒ No

Address: 3101 Main Ave Groves TX 77619  
Street City State Zip

Phone (with area code): 409 962 8593 Fax (with area code): 409 963 3831

Project Title & No.: IFB 14-011/JW, Hangar #7 Apron (Phase II)

Prime Contract Amount: \$

HUB Subcontractor Name: NO AVAILABLE, QUALIFIED HUB'S

HUB Status (Gender & Ethnicity): \_\_\_\_\_

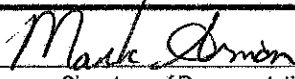
Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

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: \_\_\_\_\_

<u>MARK SIMON</u>		<u>5/6/14</u>
<small>Printed Name of Contractor Representative</small>	<small>Signature of Representative</small>	<small>Date</small>
_____ <small>Printed Name of HUB</small>	_____ <small>Signature of Representative</small>	_____ <small>Date</small>

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). ☒ Yes ☐ No

Prime Contractor: SIMCO ENTERPRISES, LTD HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 3101 MAIN AVE. GROVES TX 77619  
 Street City State Zip

Phone (with area code): 409 962 8593 Fax (with area code): 409 963 3831

Project Title & No.: Hangar #7 Apron (Phase II) IFB/RFP No.: 14-011/JW

**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 SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: TO BE DETERMINED

**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

**PAGE 2 OF 4**

## HUB SUBCONTRACTOR DISCLOSURE

**PART 1: 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

**PAGE 3 OF 4**

**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): MARK STMON

Title: EXECUTIVE VICE PRESIDENT

Signature: Mark Ormion

Date: MAY 6, 2014

E-mail address: ~~simcoent@sbcglobal.net~~

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

Name (print or type): Linda Dore

Title: secretary

Date: May 6, 2014

E-mail address: [simcoent@sbcglobal.net](mailto:simcoent@sbcglobal.net)

***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 Simco Enterprises, LTD [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.):	01-0573245
Company Name submitting bid/proposal:	SIMCO ENTERPRISES, LTD
Mailing address:	PO BOX 877, Groves, TX 77619
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**
49402-000/016300-00000	3101 Main Ave, Groves, TX 77619
700000-000/185800-00000	3101 Main Ave., Groves, TX 77619
700000-000/104796-00000	3101 Main Ave., Groves, TX 77619

\* 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 Simon, who  
(name)

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

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

for Simco Enterprises, LTD and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said Simco Enterprises, LTD.  
(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: Simco Enterprises, LTD

3101 Main Ave, Groves, TX 77619

Fax: 409 963 3831 Telephone# 409 962 8593

by: Mark Simon Title: Executive Vice President  
(print name)

Signature: Mark Simon

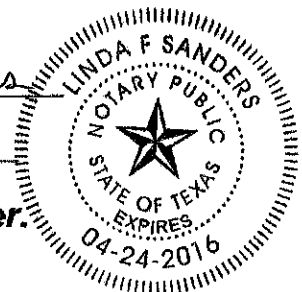
SUBSCRIBED AND SWORN to before me by the above-named

Mark Simon on

this the 6th day of May, 2014.

Linda F. Sanders

Notary Public in and for  
the State of Texas



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

# CONTRACT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and \_\_\_\_\_ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

**WITNESSETH:** That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

**Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.**

The work to be constructed under this contract shall be completed in 70 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become

due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the date herein named.

**COUNTY OF JEFFERSON**

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: \_\_\_\_\_  
County Judge

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Director of Engineering

**CONTRACTOR**

Party of the Second Part

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

## Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

**Project Name:**

(IFB 14-011/JW), Hangar #7 Apron (Phase II) for the Jack Brooks Regional Airport

**Bidder's Company/Business Name:** Simco Enterprises, LTD

**Bidder's TAX ID Number:** 01-0573245

**Contact Person:** MARK SIMON **Title:** EXECUTIVE VICE PRESIDENT

**Phone Number (with area code):** 409 962 8593

**Alternate Phone Number if available (with area code):**

**Fax Number (with area code):** 409 963 3831

**Email Address:** simcoent@sbcglobal.net

**Please provide a physical address for bid bond return:**

3101 Main Avenue

Groves, TX 77619

## PROPOSAL TO JEFFERSON COUNTY

**2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS  
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.  
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT"  
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE  
TO "JEFFERSON COUNTY".**

**WORK CONSISTING OF GRADING, BASE, PAVEMENT, AND FENCING  
IN JEFFERSON COUNTY, TEXAS**

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 70 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A)

Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.



# BID FORM INSTRUCTIONS SHEET

## BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the Per Unit Bid Price. Do Not write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.  
**The Item Total should equal** the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)  
 Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2021		WRITTEN IN WORDS REMOVING CONC (CURB)	LF	466.00	
				<i>Fifteen</i> <b>EXAMPLE</b>			
				AND <i>No</i> CENTS			<i>\$6,990.00</i>

Unit price for each linear foot of Concrete Curb Removed

## ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by  
Bradley Steven Stafford, P.E.  
April 8, 2014

**General Notes:**

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.

Contractor shall maintain drainage throughout the project. This work is incidental to the various bid items.

Any debris placed on the taxi-way due to construction activities will be removed by the end of the day.

**Item 6: Control of Materials**

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

**Item 8: Prosecution and Progress**

The cost of liquidated damages is \$500 per day.

**Item 247: Flexible Base**

Compaction method specified as ordinary control compaction.

**Item 260: Lime Treatment (Road-Mixed)**

Dry placement of lime will not be permissible.

Furnishing hydrated lime slurry, commercial lime slurry, or quicklime slurry is subsidiary to the cost for lime treatment. The proposed lime content is 8% and will require 36.3 tons of lime for an average soil weight of 120 lbs/cf.

**Item 550: Chain Link Fence**

The fence installed along the apron and terminating at the hangar will be salvaged from the existing fence which is being removed. The barbed wire along the top of the fence will also be reused.

Due to security issues, no gaps in the fence will be left open after working hours and no gaps will be left unattended during work hours.

# JEFFERSON COUNTY

## GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 110 EXCAVATION (132)

ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)

ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)

ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

ITEM 500 MOBILIZATION

ITEM 550 CHAIN LINK FENCE (421) (445)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENNUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

### WAGE RATES

SPECIAL PROVISION "SPECIAL LABOR PROVISIONS" (000--007)

SPECIAL PROVISION "NONDISCRIMINATION" (000--2607)

### SPECIAL SPECIFICATIONS:

NONE

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	

Crane, Hydraulic 80 Tons	
or less.....	\$ 13.86
Crane, Lattice boom 80	
tons or less.....	\$ 14.97
Crane, Lattice boom over	
80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds	
or less.....	\$ 12.71
Excavator, Over 50,000	
pounds.....	\$ 14.53
Foundation Drill, Crawler	
Mounted.....	\$ 17.43
Foundation Drill, Truck	
Mounted.....	\$ 15.89
Front End Loader 3 CY or	
Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
Servicer.....	\$ 13.97
Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.27

---

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



## ***SPECIAL PROVISIONS***

2004 Specifications

## SPECIAL PROVISION

000---007

### Special Labor Provisions for State Projects

**General.** This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates", and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

**Minimum Wages, Hours and Conditions of Employment.** All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designed to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any

worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

**Record and Inspections.** Keep copies of weekly payrolls for review. Require Subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require Subcontractors to post or make available to employees the prevailing wage rates from the Contract.

## 2004 Specifications

**SPECIAL PROVISION****000---2607****Nondiscrimination**

**Description.** All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

**Definition of Terms.** Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

**Nondiscrimination Provisions.** During the performance of this contract, the contractor agrees as follows:

**(1) Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SIMCO ENTERPRISES, LTD  
3101 MAIN AVENUE  
GROVES, TX 77619

05-06-14 10:40 AM RCV

JEFFERSON COUNTY PURCHASING DEPARTMENT  
1149 PEARL STREET, 1ST FLOOR  
BEAUMONT, TX 77701

\*\*\*\* BID DOCUMENTS \*\*\*\*

HANGAR #7 APRON (PHASE II) for the Jack Brooks  
Regional Airport  
BID# IFB 14-011/JW  
DATE: 5/6/14 TIME: 11:00am

# CONTRACT

This agreement made this 12<sup>th</sup> day of May, 2014, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and SIMCO Enterprises, Ltd. his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

**WITNESSETH**: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

**Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.**

The work to be constructed under this contract shall be completed in 70 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the date herein named.

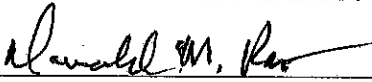
**COUNTY OF JEFFERSON**

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: \_\_\_\_\_  
County Judge

RECOMMENDED FOR EXECUTION:

  
\_\_\_\_\_  
Director of Engineering

**CONTRACTOR**

Party of the Second Part

By:  \_\_\_\_\_

\_\_\_\_\_  
EXECUTIVE VICE PRESIDENT

(Title)





## SERVICES AGREEMENT

Attn: National Service Support/4th fl  
1301 East Algonquin Road  
(800) 247-2346

Contract Number: S00001017979  
Contract Modifier: RN30-DEC-13 17:29:53

Date: 03/13/2014

Company Name: Jefferson County Sheriffs Dept  
Attn:  
Billing Address: 1001 Pearl St  
City, State, Zip: Beaumont, TX, 77701  
Customer Contact: Mark Dubois  
Phone: (409)835-8734

Required P.O.: No  
Customer #: 1011951705  
Bill to Tag #: 0001  
Contract Start Date: 05/01/2014  
Contract End Date: 04/30/2015  
Anniversary Day: Apr 30th  
Payment Cycle: ANNUAL  
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL		
3	SVC060AD	ASTRO25 DISPATCH SITE	\$96.25	\$1,155.00
6	SVC062AD	ASTRO25 OPERATOR POSITIONS	\$500.50	\$6,006.00
1	SVC135AG	ASTRO25 M2 CORE	\$933.33	\$11,199.96
8	SVC251AA	ENH: SMARTZONE SITE	\$1,056.00	\$12,672.00
101	SVC252AA	ENH: SMARTZONE STATION	\$6,948.80	\$83,385.60
27	SVC256AA	ENH: SMARTZONE OPER POSITION	\$3,423.60	\$41,083.20
2	SVC261AA	ENH: CONVENTIONAL SITE	\$126.80	\$1,521.60
10	SVC262AA	ENH: CONVENTIONAL STATION	\$528.00	\$6,336.00
7	SVC455AE	ENH: DISPATCH SITE	\$0.07	\$0.84
	SVC01SVC1102C	DISPATCH SERVICE		
3	SVC084AD	ASTRO25 DISPATCH SITE	\$94.25	\$1,131.00
1	SVC226AG	ASTRO25 M2 CORE	\$408.16	\$4,897.92
8	SVC234AA	ENH: SMARTZONE SITE	\$254.40	\$3,052.80
101	SVC235AA	ENH: SMARTZONE STATION	\$747.40	\$8,968.80
27	SVC239AA	ENH: SMARTZONE OPERATOR POSITION	\$226.80	\$2,721.60
7	SVC242AC	ENH: DISPATCH CENTER LOCATION	\$560.00	\$6,720.00
2	SVC244AA	ENH: CONVENTIONAL SITE	\$63.60	\$763.20
10	SVC245AA	ENH: CONVENTIONAL STATION	\$54.00	\$648.00
	SVC01SVC1103C	NETWORK MONITORING		
1	SVC170AG	ASTRO25 M2 CORE	\$408.16	\$4,897.92
1	SVC271AA	ENH: SMARTZONE SYSTEM	\$1,276.00	\$15,312.00
8	SVC275AA	ENH: SMARTZONE SITE	\$313.60	\$3,763.20
101	SVC276AA	ENH: SMARTZONE STATION	\$1,494.80	\$17,937.60
	SVC01SVC1104C	TECHNICAL SUPPORT		
3	SVC040AD	ASTRO25 DISPATCH SITE	\$223.59	\$2,683.08
8	SVC131AA	ENH: SMARTZONE SITE	\$144.00	\$1,728.00
101	SVC132AA	ENH: SMARTZONE STATION	\$1,070.60	\$12,847.20
27	SVC134AA	ENH: SMARTZONE OPERATOR POSITI	\$226.80	\$2,721.60
2	SVC139AA	ENH: CONVENTIONAL SITE	\$25.60	\$307.20
10	SVC140AA	ENH: CONVENTIONAL STATION	\$74.00	\$888.00
1	SVC146AA	ENH: SMARTZONE SYSTEM	\$44.00	\$528.00



1	SVC206AG	ASTRO25 M2 CORE	\$952.38	\$11,428.56
7	SVC455AE	ENH: DISPATCH SITE	\$0.07	\$0.84
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A		
3	SVC126AD	ASTRO25 DISPATCH SITE	\$96.27	\$1,155.24
6	SVC128AD	ASTRO25 OPERATOR POSITIONS	\$83.28	\$999.36
111	SVC212AA	ENH: GROUND ACCESSIBLE STATION	\$1,110.00	\$13,320.00
27	SVC213AA	ENH: GROUND ACCESSIBLE OPERATO	\$270.00	\$3,240.00
17	SVC850AA	SITE PM ACCESS A	\$170.00	\$2,040.00
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER		
3	SVC115AD	ASTRO25 DISPATCH SITE	\$1,514.08	\$18,168.96
6	SVC117AD	ASTRO25 OPERATOR POSITIONS	\$15.50	\$186.00
10	SVC218AC	ENH: ONSITE INFRASTRUCTURE RESPONSE-SITE	\$3,150.00	\$37,800.00
111	SVC219AC	STATIONS	\$15,734.25	\$188,811.00
27	SVC220AC	OPERATOR POSITIONS	\$3,402.00	\$40,824.00
1	SVC517AG	ASTRO25 M2 CORE	\$2,281.50	\$27,378.00
7	SVC990AA	DISPATCH CENTER LOCATION	\$2,205.00	\$26,460.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$52,307.44	\$627,689.28
	Subtotal - One-Time Event Services	\$ .00	\$ .00
	Total	\$52,307.44	\$627,689.28
	Taxes	-	-
	Grand Total	\$52,307.44	\$627,689.28
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			
<b>Subcontractor(s)</b>		<b>City</b>	<b>State</b>
MOTOROLA SYSTEM SUPPORT CENTER		ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067		SCHAUMBUR G	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066		SCHAUMBUR G	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068		SCHAUMBUR G	IL
KAY ELECTRONICS INC		BEAUMONT	TX
KAY ELECTRONICS INC		BEAUMONT	TX
KAY ELECTRONICS INC		BEAUMONT	TX
KAY ELECTRONICS INC		BEAUMONT	TX
KAY ELECTRONICS INC		BEAUMONT	TX
KAY ELECTRONICS INC		BEAUMONT	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
<i>Michael Duke</i>	<i>Territory Sales Director</i>	<i>3/13/14</i>
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
<i>Michael Duke</i>		
MARK PIZZINO	281-217-7345	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Jefferson County Sheriffs Dept  
Contract Number: S00001017979  
Contract Modifier: RN30-DEC-13 17:29:53  
Contract Start Date: 05/01/2014  
Contract End Date: 04/30/2015



## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no



obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**



12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



JACK BROOKS REGIONAL AIRPORT  
WORK ORDER NO. 6

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

1. **Project Title:** Runway 16/34 Seal Coat/Joint Seal/Remark – Design and Bidding Phase Services.
2. **Project Location:** Jack Brooks Regional Airport
3. **Project Description:** The Owner requires the rehabilitation and remarking of Runway 16/34. Project includes removal of existing pavement markings, routing, cleaning, and re-sealing existing portland cement concrete (PCC) joints, rehabilitation of hot mix asphaltic concrete (HMAC) pavement via slurry seal coat and installation of new runway pavement markings.
4. **Consultant Scope of Services:** The Owner requests that Garver prepare a design and carry out bidding services for a project that will rehabilitate and remark Runway 16/34. The scope of work will include the following:
  - See scope of services outlined in Appendix A.
  - These services include preparation of one (1) design package.
5. **Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the most recent rates included in the Master Services Agreement for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
6. **Additional Responsibilities of the Owner:**
  - None.
7. **Schedule:**
  - Final Design (95% complete) Phase shall be completed within fourteen (14) calendar days from issue of a Notice to Proceed for this phase.
  - Bid Package Phase shall be completed within fourteen (14) calendar days from issue of a Notice to Proceed for this phase.
  - Bidding of the project will be carried out on a timeline as outlined by the Owner.

Development of a bid package will begin upon receipt of comments on the final design. Bidding of the project will be carried out on a timeline as outlined by the Owner, with construction anticipated to



commence within 60 days after bid opening. Construction is anticipated to be completed within 30 calendar days of construction Notice to Proceed.

**8. Payment:** The lump sum amount to be paid under this Work Order is \$8,300.00. The Owner will be invoiced monthly for the work completed.

**9. Project Deliverables:**

- Final design documents for review consisting of plans, project manual and specifications; and an estimate of probable construction cost.
- Bidding Documents, consisting of project manual and specifications for one (1) construction package, along with an estimate of probable construction cost.

**10. Attachments:**

- Appendix A – Scope of Work and Fee Proposal

Approval and execution of this Work Order No. 6, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 6 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
Signature

By:   
Signature

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

Name: FRANK MCILWAIN  
Print Name

Title: \_\_\_\_\_

Title: VICE PRESIDENT

Date: \_\_\_\_\_

Date: 4 / 29 / 14

Attest: \_\_\_\_\_

Attest: 

**APPENDIX A****JEFFERSON COUNTY - JACK BROOKS REGIONAL AIRPORT  
RUNWAY 16/34 SEAL COAT/JOINT SEAL/REMARK - DESIGN****FINAL DESIGN AND BID PACKAGE PREPARATION**

WORK TASK DESCRIPTION	E-6	E-5	E-2	E-1	T-2	T-1
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Conduct visual pavement condition survey and inventory pavement distress			8	8		
<b>Final Plans</b>						
Title Sheet and Sheet Index (1 sheet)			0.5	1		
Quantities and Construction Notes (1 sheet)			1	2		1
Project Layout (1 sheet)			1	1		
Safety and Phasing Plan (1 sheet)			2	2		
Safety and Phasing Details (1 sheet)			0.5	1		1
Runway 16/34 Rehabilitation Plans (2 sheets)			2	2		
Pavement Rehab Details (1 sheet)			0.5	1		1
Pavement Marking Details (2 sheets)			0.5	1		1
Runway 16/34 Marking Removal Plan (1 sheet)			0.5	1		1
Runway 16/34 Marking Plan (1 sheet)			0.5	1		1
Finalize Bid Proposal			1			
Prepare Technical Specifications, finalize Modifications			8			
Revise Engineer's Opinion of Total Costs			1			
QC Review & Revisions		2	2			
Finalize and Submit Final Plans, Project Manual, Estimates			4			
Addendums/Inquiries		1	2			
Prepare Bid Tabulation and recommend award		0.5	1			
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>3.5</b>	<b>36</b>	<b>21</b>	<b>0</b>	<b>6</b>

<b>Hours</b>	<b>0</b>	<b>3.5</b>	<b>36</b>	<b>21</b>	<b>0</b>	<b>6</b>
--------------	----------	------------	-----------	-----------	----------	----------

<b>Salary Costs</b>	\$0.00	\$766.50	\$4,572.00	\$2,247.00	\$0.00	\$498.00
---------------------	--------	----------	------------	------------	--------	----------

<b>SUBTOTAL - SALARIES:</b>	<b>\$8,083.50</b>
-----------------------------	-------------------

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$56.50
Postage/Freight/Courier	\$35.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Travel Costs	\$125.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$216.50</b>
--	-----------------

<b>SUBTOTAL:</b>	<b>\$8,300.00</b>
------------------	-------------------

<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
----------------------------	---------------

<b>TOTAL FEE:</b>	<b>\$8,300.00</b>
-------------------	-------------------



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or similar initials, written over the name "Deborah Clark".

Date: May 7, 2014

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

May 12, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	KENWOOD RADIO	60400084	
CORRECTIONAL FACILITY	KENWOOD RADIO	90700244	
CORRECTIONAL FACILITY	KENWOOD RADIO	71001594	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600780	
CORRECTIONAL FACILITY	KENWOOD RADIO	90700075	
CORRECTIONAL FACILITY	KENWOOD RADIO	50502405	
CORRECTIONAL FACILITY	KENWOOD RADIO	50502401	
CORRECTIONAL FACILITY	KENWOOD RADIO	90700024	
CORRECTIONAL FACILITY	KENWOOD RADIO	ABA00319	
CORRECTIONAL FACILITY	KENWOOD RADIO	80300600	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600766	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600704	
CORRECTIONAL FACILITY	KENWOOD RADIO	40202487	
CORRECTIONAL FACILITY	KENWOOD RADIO	80300556	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600761	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600316	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200148	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600315	
CORRECTIONAL FACILITY	KENWOOD RADIO	60400121	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600662	
<i>contact person: Mistey Reeves</i>			
CRIME LAB	HP LASERJET 1200 PRINTER	CNBSH08998	28540
<i>contact person: Rebekah Sweetenham</i>			
DISTRICT ATTORNEY	DRAFTING TABLE		12478
DISTRICT ATTORNEY	CHAIR		12155
DISTRICT ATTORNEY	CHAIR		12078
DISTRICT ATTORNEY	POSTER PRINTER PLUS		12327

Approved by Commissioners' Court: \_\_\_\_\_

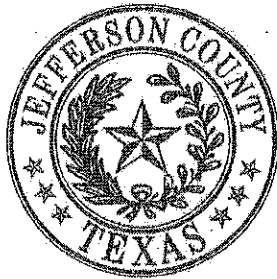
JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

May 12, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	(6) WOODEN VHS STORAGE CASE		
DISTRICT ATTORNEY	4-DRAWER FILING CABINET		11859
DISTRICT ATTORNEY	HP LASERJET 4100 PRINTER		26349
DISTRICT ATTORNEY	CHAIR		
DISTRICT ATTORNEY	AUDIO LAB TAPE DEGAUSSER		510
DISTRICT ATTORNEY	VHS PLAYER		4472
DISTRICT ATTORNEY	COLOR VIDEO MONITOR		
DISTRICT ATTORNEY	PORTA SCRIBE PROJECTOR		12367
<i>contact person: Emily Beough</i>			
VICTIMS ASSISTANCE	2-DRAWER CABINET		15864
<i>contact person: Misty Craver</i>			

Approved by Commissioners' Court: \_\_\_\_\_

**G. MITCH WOODS****SHERIFF****JEFFERSON COUNTY CORRECTIONAL FACILITY****5030 HWY. 69 SOUTH****BEAUMONT, TEXAS 77705****Phone (409) 726-2500****Fax: (409) 726-2511****DEPUTY CHIEFS****Tim Smith – Law Enforcement****George Miller – Corrections****DEPUTY CHIEFS****Mark Dubois – Services****Ron Hobbs – Narcotics**

**TO:** Fran Lee  
Jefferson County Auditing Department

**FROM:** Deputy Chief George Miller *G.M.*  
Jefferson County Sheriff's Department

**RE:** Transfer Funds

**DATE:** May 5, 2014

Please transfer \$4,100 from budget account 120-3062-423-60-13 (Cooling & Heating) to budget account 120-3062-423-60-18 (Power Tools & Appliances). This is for the replacement of a broken ice machine that is used for our Kitchen and Infirmary Departments.



## MEMORANDUM

**To:** Patrick Swain  
**From:** Cary Erickson, Human Resources Director  
**Date:** May 5, 2014  
**Subject:** Budget Transfer of Funds

A handwritten signature in black ink, appearing to be "Cary Erickson", is written over the "From:" line.

I am requesting a budget transfer to replace a laptop computer in the Human Resources Department. This computer is used for orientations and presentations presented by the Human Resources Department. The Sony laptop computer we have now is antiquated and no longer works properly. The laptop was purchased in September, 2005. The estimated cost for (1) laptop computer and office software is \$1,384.45.

To fund this request, please adjust our budget as directed below:

Human Resources Budget

Insurance      2003    \$ 1,384.45

Transfer **\$1,384.45** from above to 120-1012-415 6002

If you have any questions about this request, please contact me.

# MEMORANDUM

**TO:** COMMISSIONERS COURT

FROM: FRAN LEE 

**SUBJECT:** BUDGET TRANSFER

**DATE:** MAY 8, 2014

The following budget transfer for is necessary for General Services for additional cost for the final payment on the Loan Star Program. When the state sent the original amortization schedule, the interest accrued during construction was not included. Please call if you have any questions.

120-1024-419-7002	Loan Star – Bond Interest	\$39,424
-------------------	---------------------------	----------

120-1024-419-5035	Appraisals	\$39,424
-------------------	------------	----------



**Jefferson County  
District Clerk's Office**

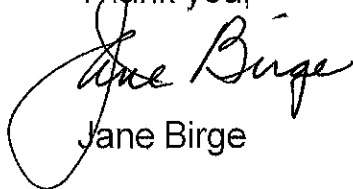
# Memo

**To:** Fran Lee, Auditing  
**From:** Jane Birge, District Clerk  
**Date:** May 7, 2014  
**Re:** Transferring Funds

---

The Jefferson County District Clerk's Office requests a transfer of funds from: Assistants and Clerks – 120-2031-414-1002 for the purchase of a new scanner necessary for the new state e-filing purposes, into: Minor Equipment Fund – 120-2031-414-3084 in the amount of \$3,000.00.

Thank you,



Jane Birge

Jefferson County

District Clerk



Calista Collins  
Court Coordinator  
Cynthia Jackson  
Court Coordinator

LANGSTON SCOTT ADAMS, JUDGE  
COUNTY COURT AT LAW NO. III  
JEFFERSON COUNTY COURTHOUSE  
1085 PEARL STREET  
BEAUMONT, TEXAS 77701  
(409) 835-8698  
Website: co.jefferson.tx.us

Cayla Calamia  
Court Reporter  
Robert W. Compton  
Bailiff

May 5, 2014

Patrick Swain  
County Auditor

RE: Budget Transfer Request

Dear Patrick Swain,

I respectfully request a budget transfer to purchase additional audio for County Court at Law No. 3. We recently added new equipment to our courtroom, but additional equipment is needed in order for all the equipment to work properly. We discovered that additional inputs for the courts computers and both council tables are needed. This was not included in the first proposal. This upgrade will allow for VGA and HDMI inputs at both council tables with 2 additional HDMI inputs for the courts computers to be displayed. The upgrade remote will allow me to control the volume of the A/V inputs and allow muting and blanking out any A/V source. The additional VP6XL can be added to allow for 6 more VGA type inputs. The same company, Gulf Coast Audio gave us a quote of \$1,940.00. I have enclosed a copy of the estimate.

Thank you in advance for any consideration you give to this matter.

Sincerely,

Judge Langston Scott Adams

cc: Commissioners Court, Jefferson County, TX

120-7799-415-7777  
~~120-2051-412-1001~~ <1,940>  
120-2051-412-6001 1,940

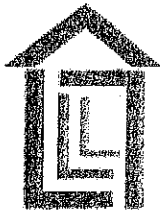


# INSTALLATION/SERVICE CONTRACT

Gulf Coast Audio  
1265 I-10 South  
Beaumont, TX 77701  
Ph.# (409) 838-5522  
FAX# (409) 838-5521

www.gulfcoastaudio.com

<b>Customer:</b> Judge Adams Court		<b>Service Location:</b> Jefferson County Court		<b>Date:</b> 4/22/14	
<b>Salesperson:</b> Kelly Tate		<b>Requisitioner:</b> Robert Cumpton - James Arceneaux - James Martin		<b>Quote Ref #:</b> 42214	<b>Terms:</b>
<b>Brand</b>	<b>Part #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total</b>
HOSA	VGA-25	25' VGA cable added to concil table ( already installed)	1	\$ 50.00	\$ 50.00
HOSA	HDMI-25	25, HDMI cable added to council table (already installed)	2	\$ 50.00	\$ 100.00
Kramer	VP-438	Upgrade from VP-728 ( 438 will have 4 HDMI, 2 VGA, 2 Video, 2 Comp inputs)	1	\$ 250.00	\$ 250.00
Kramer	RC-6ir	Upgrade from RC-2C Remote (Will allow for Volume control, muting at Judges Bench)	1	\$ 150.00	\$ 150.00
		HDMI or VGA cables to court computers	2	\$ 75.00	\$ 150.00
		Misc. cables and Acc	1	\$ 50.00	\$ 50.00
	Installation	Upgrade main switching unit and wired remote at Judges Bench Includes additional programming for remote			\$ 300.00
<b>ADDITIONAL OPTIONS</b>					
Kramer	VP-61L	1x6 VGA switcher with audio ( allow for 6 more VGA type inputs into the switcher)	1	\$ 890.00	\$ 890.00
<b>Additional options are included in total price</b>				<b>Subtotal:</b>	\$ 1,940.00
				<b>Tax:</b>	Exempt
				<b>TOTAL:</b>	\$ 1,940.00
<b>Customers please read and sign below to accept these terms and conditions. Thank you.</b>					
<p><b>Billing:</b> All payments are to be made out to Gulf Coast Audio. <b>Down Payment:</b> A down payment of 1/2 is due upon acceptance of these terms and conditions. The remaining balance is due once installation is complete. <b>Payment:</b> Cash, Check, or Money Order is acceptable. Visa, MC, American Express and Discover will be charged an additional 2% over Total Due. <b>Returned Checks:</b> All returned checks will be charged \$35 in addition to bank charges. <b>Deposits:</b> All deposits are non refundable. <b>Returns:</b> All merchandise returns will be charged a minimum of 15% in addition to manufacturers restocking fees. <b>Travel:</b> Travel charge for time to and from customer's site at a normal billing rate of \$50.00 an hour may apply. Fuel charges may apply to distances over 50 miles one way.</p> <p><b>Safety Codes and Restrictions:</b> All City, State, County and Federal Safety Codes must be complied with at all times by the customer and signer of this contract. Aisle width, fire alarms, emergency exits, crowd control devices, etc. must be in place and operable at all times and will be maintained by the customer and signer of this contract. <b>Equipment Rental:</b> If equipment is damaged full replacement price may be charged to the customer and/or signer of this contract. <b>Pricing Guarantee:</b> Pricing may fluctuate depending on each manufacturer's individual policy. Gulf Coast Audio endeavors to guarantee pricing up to 90 days from quote, market conditions and manufacturer's policies may change and influence pricing at any time. Any changes to pricing will be promptly forwarded to our customer for approval before purchase or installation.</p> <p>The signer and the organization represented in this document hereby agrees to be liable for all charges, terms, and policies laid forth, and has read all policies and understands and accepts responsibility for all terms laid out in this agreement.</p>					
Customer Signature:			Printed Name:		Date:



**LEGACY COMMUNITY DEVELOPMENT  
CORPORATION**

"Building families...leaving a legacy"

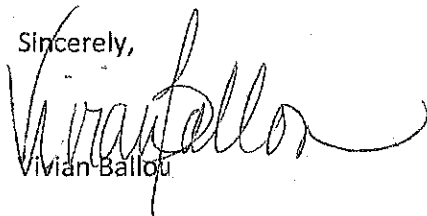
May 6, 2014

Jefferson County  
Judge Branick  
1149 Pearl Street  
Beaumont, Texas 77701

Legacy Community Development Corporation would like to donate the enclosed check in the amount of \$55,000 to the CDBG Cheek Phase III project. These funds may be used to pay expenses as the County sees fit.

Legacy CDC would like to request that if at the end of the project, if there are any remaining funds due to reimbursements made by TDA or other, that the balance of the funds be returned to Legacy CDC for future affordable housing projects.

Sincerely,

  
Vivian Ballou

620 Pearl Street  
Beaumont, Texas 77701  
409-832-2723 phone  
409-832-2729 fax

3025 Plaza Circle  
Port Arthur, Texas 77642  
409-548-0416 phone  
409-548-0373 fax

Acct: 0000086235 Teller: 0504 Date: 05/06/14 Time: 12:41pm

See receipt for reference

Check Number: 00 0000073932

Purpose :

Amount : \$55,000.00

Pay to : JEFFERSON COUNTY

RE: CHEEK PHASE III

265-0000-364-1000

Branch: 6

ORIGINAL CHECK HAS MULTIPLE SECURITY FEATURES. PRINTED ON CHEMICAL REACTIVE TONER REUSE PAPER. SEE BACK FOR DETAILS.

**MobilOil****FEDERAL CREDIT UNION**P.O. Box 12849 • Beaumont, TX 77726-2849  
(409) 892-1111**OFFICIAL CHECK**

CHECK NO. 0000073932

88-7772  
3131

05/06/14

PAY\*\*\* FIFTY-FIVE THOUSAND DOLLARS AND 00 CENTS \*\*\*

\$55,000.00

TO THE  
ORDER OFJEFFERSON COUNTY  
RE: CHEEK PHASE III  
AUTHORIZED SIGNATURE

⑈0000073932⑈ ⑆313177727⑆ 0744300810⑈



**EVERETTE "BO" ALFRED**  
**COUNTY COMMISSIONER**

**PRECINCT 4**

P. O. Box 4025

Beaumont, Texas 77704-4025

**MARIO WATKINS**

Executive Assistant

**KENNETH MINKINS**

Superintendent

Precinct 4 -- Service Center

# MEMO

To: Hon. Jeff Branick, Jefferson County Judge

Mr. Patrick Swain, Jefferson County Auditor

From: Commissioner Everett Alfred, Jefferson County Pct. #4

Date: May 6, 2014

Re: Legacy CDC Contribution to Cheek 1<sup>st</sup> Time Sewer Project

Please accept the enclosed donation from Legacy Community Development Corporation (CDC) for the Cheek Community 1<sup>st</sup> Time Sewer Project – Phase III. Should you have additional questions, feel free to contact me.

Thank you.

EA/mw

PGM: GMCOMMV2	DATE 05-12-2014	PAGE: 1 307 TOTAL
NAME	AMOUNT	CHECK NO.
ROAD & BRIDGE PCT.#1		
NEFF BROS. AUTO SERVICE	360.00	393570
SMART'S TRUCK & TRAILER, INC.	40.44	393588
STAR GRAPHICS SHARP	30.12	393594
		430.56**
ROAD & BRIDGE PCT.#2		
CITY OF NEDERLAND	65.40	393516
ENTERGY	556.63	393540
M&D SUPPLY	8.28	393562
MUNRO'S	32.40	393569
OFFICE DEPOT	277.54	393573
PHILPOTT MOTORS, INC.	58.72	393578
STAR GRAPHICS SHARP	42.71	393594
TRI-CITY FASTENER & SUPPLY	18.00	393604
VULCAN MATERIALS CO.	340.53	393610
BUMPER TO BUMPER	295.82	393653
INTERSTATE ALL BATTERY CENTER - BMT	296.35	393686
PRO CHEM INC	333.40	393729
SCHEAFFER MFG CO	1,001.55	393741
		3,327.33**
ROAD & BRIDGE PCT. # 3		
GULF COAST AUTOMOTIVE, INC.	21.88	393539
ENTERGY	273.52	393540
ISI COMMERCIAL REFRIGERATION	142.64	393550
MUNRO'S	34.13	393569
ROD'S ENTERPRISES	40.00	393584
STAR GRAPHICS SHARP	63.56	393594
W. JEFFERSON COUNTY M.W.D.	25.13	393614
HOWARD'S AUTO SUPPLY	97.84	393623
TEXAS GAS SERVICE	388.97	393647
WINDSTREAM	45.88	393662
BILL WILLIAMS	200.00	393672
		1,333.55**
ROAD & BRIDGE PCT.#4		
RB EVERETT & COMPANY, INC.	212.45	393530
ENTERGY	13.10	393540
M&D SUPPLY	45.84	393562
MUNRO'S	62.33	393569
SMART'S TRUCK & TRAILER, INC.	29.64	393588
TRI-CON, INC.	5,866.02	393605
VULCAN MATERIALS CO.	111,312.88	393610
W. JEFFERSON COUNTY M.W.D.	140.12	393614
UNITED STATES POSTAL SERVICE	23.44	393633
MARTIN PRODUCT SALES LLC	736.12	393666
NATIONAL PEN CO LLC	345.90	393740
		118,787.84**
ENGINEERING FUND		
OFFICE DEPOT	90.85	393573
STAR GRAPHICS SHARP	43.25	393594
UNITED STATES POSTAL SERVICE	5.05	393633
		139.15**
PARKS & RECREATION		
CITY OF PORT ARTHUR - WATER DEPT.	53.54	393514
AT&T	28.94	393591
W. JEFFERSON COUNTY M.W.D.	50.26	393614
FIVE STAR FEED	9.90	393648
		142.64**
GENERAL FUND		
MAROLON DWAYNE ROBINSON	141.23	393759
		141.23*
TAX OFFICE		
HERNANDEZ OFFICE SUPPLY, INC.	270.00	393546
PITNEY BOWES, INC.	390.00	393579

PGM: GMCOMMV2	DATE 05-12-2014		PAGE: 2 308 TOTAL
NAME	AMOUNT	CHECK NO.	
ACE IMAGEWEAR	20.69	393587	
SOUTHEAST TEXAS WATER	298.45	393589	
AT&T	100.23	393591	
STAR GRAPHICS SHARP	208.10	393594	
ZEE MEDICAL SERVICE	74.04	393616	
UNITED STATES POSTAL SERVICE	977.95	393633	
UNITED STATES POSTAL SERVICE	14.29	393634	
TAAO	1,080.00	393641	
ROCHESTER ARMORED CAR CO INC	352.00	393697	3,785.75*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	85.00	393504	
CASH ADVANCE ACCOUNT	572.70	393556	
OFFICE DEPOT	244.46	393573	
STAR GRAPHICS SHARP	43.25	393594	
UNITED STATES POSTAL SERVICE	4.06	393633	949.47*
AUDITOR'S OFFICE			
LYNDON B. JOHNSON SCHOOL OF PUBLIC	295.00	393499	
DELL MARKETING L.P.	1,278.95	393524	
OFFICE DEPOT	73.65	393573	
STAR GRAPHICS SHARP	60.94	393594	
UNITED STATES POSTAL SERVICE	3.29	393633	1,711.83*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	621.30	393556	
KIRKSEY'S SPRINT PRINTING	28.35	393560	
OFFICE DEPOT	115.92	393573	
UNITED STATES POSTAL SERVICE	288.36	393633	
UNITED STATES POSTAL SERVICE	108.64	393634	1,162.57*
COUNTY JUDGE			
MARILYN ADAMS	500.00	393490	
JAN GIROUARD & ASSOCIATES	600.00	393535	
STAR GRAPHICS SHARP	43.25	393594	
TEXAS COLLEGE OF PROBATE JUDGE	350.00	393599	
UNITED STATES POSTAL SERVICE	34.73	393633	1,527.98*
RISK MANAGEMENT			
OFFICE DEPOT	9.99	393573	
STAR GRAPHICS SHARP	31.78	393594	
UNITED STATES POSTAL SERVICE	3.56	393633	45.33*
COUNTY TREASURER			
STAR GRAPHICS SHARP	43.25	393594	
UNITED STATES POSTAL SERVICE	208.07	393633	251.32*
PRINTING DEPARTMENT			
STAR GRAPHICS SHARP	314.11	393594	314.11*
PURCHASING DEPARTMENT			
STAR GRAPHICS SHARP	43.25	393594	
UNITED STATES POSTAL SERVICE	7.56	393633	
JEFFERSON COUNTY CREDIT CARDS	23.99	393696	74.80*
GENERAL SERVICES			
USA MOBILITY WIRELESS, INC	3.00	393488	
CASH ADVANCE ACCOUNT	40.00	393556	
OLMSTED-KIRK PAPER	2,933.00	393574	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	393600	
INTERFACE EAP	1,704.45	393619	
TEXAS COFFEE COMPANY	83.38	393624	
VERIZON WIRELESS	303.92	393630	
JEFFERSON COUNTY CREDIT CARDS	12.35	393696	



PGM: GMCOMMV2	DATE 05-12-2014	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
ROCHESTER ARMORED CAR CO INC	3,858.78	393697
DYNAMEX INC	232.40	393745
		11,871.28*
DATA PROCESSING		
USA MOBILITY WIRELESS, INC	12.06	393488
OFFICE DEPOT	107.95	393573
STAR GRAPHICS SHARP	60.94	393594
CDW COMPUTER CENTERS, INC.	325.56	393625
TECH DEPOT	190.90	393654
PCM-G	270.00	393684
FIRE4 SYSTEMS	1,215.12	393754
		2,182.53*
VOTERS REGISTRATION DEPT		
GWEN GREEN	34.72	393538
STAR GRAPHICS SHARP	30.12	393594
UNITED STATES POSTAL SERVICE	47.96	393633
MICHELLE FARNIE	5.04	393739
ALICIA MONK	5.04	393758
		122.88*
ELECTIONS DEPARTMENT		
THE EXAMINER	52.00	393531
OFFICE DEPOT	177.46	393573
STAR GRAPHICS SHARP	30.12	393594
U-HAUL	77.18	393608
ELECTION SYSTEMS & SOFTWARE, INC.	43,353.48	393627
VERIZON WIRELESS	6,447.41	393630
UNITED STATES POSTAL SERVICE	141.82	393633
ABSOLUTE PRINT SOLUTIONS	902.46	393719
		51,181.93*
DISTRICT ATTORNEY		
JEFFERSON CTY. DISTRICT ATTORNEY	18,620.00	393552
JONES MCCLURE PUBLISHING, INC.	187.00	393557
OFFICE DEPOT	787.93	393573
STAR GRAPHICS SHARP	261.30	393594
WAYLN G. THOMPSON	742.15	393602
TRAVIS COUNTY DISTRICT CLERK	252.00	393603
UNITED STATES POSTAL SERVICE	319.27	393633
UNITED STATES POSTAL SERVICE	4.47	393634
CHILD ABUSE & FORENSIC SERVICES	375.00	393636
FILE & SERVE XPRESS LLC	266.00	393733
		21,815.12*
DISTRICT CLERK		
STAR GRAPHICS SHARP	51.52	393594
UNITED STATES POSTAL SERVICE	225.43	393633
JEFFERSON COUNTY CREDIT CARDS	220.00	393696
		496.95*
CRIMINAL DISTRICT COURT		
TODD W. LEBLANC	800.00	393494
DAVID W BARLOW	500.00	393502
DAVID W BARLOW	4,167.00	393503
BRUCE W. COBB	250.00	393518
DONALD W. DUESLER & ASSOC.	8,334.00	393526
TERRENCE HOLMES	600.00	393547
JOHN E. MACEY	800.00	393563
STAR GRAPHICS SHARP	31.78	393594
CHARLES ROJAS	600.00	393626
UNITED STATES POSTAL SERVICE	2.03	393633
RAQUEL WEST	8,334.00	393644
C. HADEN CRIBBS JR., PC	8,334.00	393717
		32,752.81*
58TH DISTRICT COURT		
SOUTHEAST TEXAS WATER	29.95	393590
STAR GRAPHICS SHARP	31.78	393594
CLERK - SUPREME COURT OF TEXAS	235.00	393596
UNITED STATES POSTAL SERVICE	.81	393633
PCM-G	262.80	393684
		560.34*
60TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 05-12-2014		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL 310
CASH ADVANCE ACCOUNT	827.00	393556	
STAR GRAPHICS SHARP	30.12	393594	
UNITED STATES POSTAL SERVICE	.81	393633	857.93*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	393594	
UNITED STATES POSTAL SERVICE	.81	393633	30.93*
172ND DISTRICT COURT			
AMERICAN BAR ASSOCIATION	290.00	393498	
STAR GRAPHICS SHARP	31.78	393594	321.78*
252ND DISTRICT COURT			
DAVID W BARLOW	250.00	393502	
DAVID W BARLOW	4,167.00	393503	
BRUCE W. COBB	500.00	393518	
LEAH HAYES	281.30	393545	
MIKE VAN ZANDT	8,334.00	393609	
BRACK JONES JR.	8,333.33	393620	
UNITED STATES POSTAL SERVICE	60.28	393633	
SUMMER TANNER	4,243.75	393668	
REAUD MORGAN & QUINN LLP	8,333.33	393681	
SOUTHEAST TEXAS PSYCHIATRY PA	3,570.00	393706	38,072.99*
279TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	393633	.48*
317TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	393493	
MARVA PROVO	325.00	393580	
ANITA F. PROVO	400.00	393581	
KEVIN PAULA SEKALY PC	75.00	393586	
STAR GRAPHICS SHARP	31.78	393594	
CHARLES ROJAS	650.00	393626	
UNITED STATES POSTAL SERVICE	2.45	393633	
GLEN M. CROCKER	770.00	393635	
RONALD PLESSALA	1,050.00	393679	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	393700	
C. HADEN CRIBBS JR., PC	325.00	393716	
MATUSKA LAW FIRM	150.00	393752	4,979.23*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP	51.32	393594	
UNITED STATES POSTAL SERVICE	53.51	393633	104.83*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	419.40	393573	
STAR GRAPHICS SHARP	30.12	393594	449.52*
JUSTICE COURT-PCT 4			
CASH ADVANCE ACCOUNT	807.64	393556	
STAR GRAPHICS SHARP	42.71	393594	
INDEPENDENT STATIONERS	63.07	393702	913.42*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	30.12	393594	
UNITED STATES POSTAL SERVICE	46.50	393633	76.62*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	409.99	393634	409.99*
COUNTY COURT AT LAW NO.1			

PGM: GMCOMMV2	DATE 05-12-2014		PAGE: 5 311 TOTAL
NAME	AMOUNT	CHECK NO.	
STAR GRAPHICS SHARP	30.12	393594	
UNITED STATES POSTAL SERVICE	1.62	393633	
COUNTY COURT AT LAW NO. 2			31.74*
CASH ADVANCE ACCOUNT	748.68	393556	
OFFICE DEPOT	34.99	393573	
MARVA PROVO	250.00	393580	
UNITED STATES POSTAL SERVICE	34.50	393633	
C. HADEN CRIBBS JR., PC	250.00	393716	
COUNTY COURT AT LAW NO. 3			1,248.19*
DAVID GROVE	250.00	393495	
DONALD BOUDREAUX	250.00	393508	
THOMAS J. BURBANK, P.C.	250.00	393511	
MIKE CICHOWSKI	925.00	393512	
TRAVIS EVANS	550.00	393529	
UNITED STATES POSTAL SERVICE	28.01	393633	
COURT MASTER			2,253.01*
JUDGE LARRY GIST	3,134.90	393534	
OFFICE DEPOT	55.46	393573	
STAR GRAPHICS SHARP	42.71	393594	
UNITED STATES POSTAL SERVICE	14.95	393633	
MEDIATION CENTER			3,248.02*
BEAUMONT TROPHIES	668.00	393507	
STAR GRAPHICS SHARP	30.12	393594	
UNITED STATES POSTAL SERVICE	26.15	393633	
ALTERNATIVE SCHOOL			724.27*
BEAUMONT TRACTOR COMPANY	2,979.92	393506	
LOWE'S HOME CENTERS, INC.	353.54	393639	
COMMUNITY SUPERVISION			3,333.46*
STAR GRAPHICS SHARP	136.39	393594	
SHERIFF'S DEPARTMENT			136.39*
COTTON CARGO	58.50	393523	
ENTERGY	1,093.47	393540	
HERNANDEZ OFFICE SUPPLY, INC.	215.00	393546	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,786.00	393551	
KAY ELECTRONICS, INC.	259.05	393558	
OFFICE DEPOT	1,565.06	393573	
AT&T	30.73	393591	
STAR GRAPHICS SHARP	279.27	393594	
WASTE MGT. GOLDEN TRIANGLE, INC.	72.11	393612	
KEESHA GUILLORY	300.00	393622	
CDW COMPUTER CENTERS, INC.	391.99	393625	
UNITED STATES POSTAL SERVICE	1,397.28	393633	
FIVE STAR FEED	103.75	393648	
CODE BLUE	146.00	393651	
RITA HURT	275.00	393714	
CRIME LABORATORY			7,973.21*
STAR GRAPHICS SHARP	42.71	393594	
VERIZON WIRELESS	37.99	393630	
JAIL - NO. 2			80.70*
JOHNSTONE SUPPLY	21.69	393496	
CITY OF BEAUMONT - WATER DEPT.	16.00	393513	
COBURN'S, BEAUMONT BOWIE (1)	226.04	393519	
ENTERGY	41,169.74	393540	
HERNANDEZ OFFICE SUPPLY, INC.	144.76	393546	
M&D SUPPLY	70.16	393562	

PGM: GMCOMMV2	DATE 05-12-2014	PAGE: 6
NAME	AMOUNT	CHECK NO.
		TOTAL
PETTY CASH - SHERIFF'S OFFICE	673.19	393577
ROBINSON TEXTILES	1,456.50	393583
SANITARY SUPPLY, INC.	11,371.85	393585
STAR GRAPHICS SHARP	522.75	393594
WASTE MGT. GOLDEN TRIANGLE, INC.	130.50	393612
WHOLESALE ELECTRIC SUPPLY CO.	91.94	393615
UNITED COMMUNICATIONS, INC.	1,312.50	393628
LOWE'S HOME CENTERS, INC.	105.54	393639
CODE BLUE	45.00	393651
INTERCONTINENTAL JET CORP	3,124.43	393655
FIRETROL PROTECTION SYSTEMS, INC.	395.00	393683
FIVE STAR CORRECTIONAL SERVICE	35,364.72	393692
ORALINE INC	2,772.00	393695
SHOE CORPORATION OF BIRMINGHAM INC	4,757.76	393703
INDUSTRIAL & COMMERCIAL MECHANICAL	62,896.00	393724
CONSTELLATION NEWENERGY - GAS DIVIS	5,286.12	393735
CONMED INC	20,575.01	393736
		192,529.20*
JUVENILE PROBATION DEPT.		
USA MOBILITY WIRELESS, INC	48.24	393488
HERNANDEZ OFFICE SUPPLY, INC.	31.35	393546
CASH ADVANCE ACCOUNT	487.30	393556
ELAINE MADOLE	89.60	393564
LARONDA TURNER	68.88	393575
STAR GRAPHICS SHARP	91.06	393594
CHERYL TARVER	112.00	393617
UNITED STATES POSTAL SERVICE	21.89	393633
SHANNA CITIZEN	145.04	393643
LATASHA DILL	53.20	393660
KESHA NIXON	204.96	393664
LATONYA DOUCET	94.08	393676
RASHUNDA FLETCHER	110.32	393678
CLINTON DEROUEN	127.12	393721
WILBERT PIERRE	118.16	393723
WHITNEY WOLF	141.68	393746
		1,944.88*
JUVENILE DETENTION HOME		
GUARDIAN FORCE	75.00	393491
EPS	381.02	393527
ENTERGY	8,574.45	393540
HYDRO-CLEAN SERVICES, INC.	560.00	393549
AT&T	680.80	393591
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	393612
OAK FARM DAIRY	269.65	393621
FLOWERS FOODS	82.53	393649
TEXAS JUVENILE DETENTION ASSOC	180.00	393669
ATTABOY TERMITE & PEST CONTROL	80.00	393687
BROTHERS PRODUCE	302.18	393711
		11,615.84*
CONSTABLE PCT 1		
OFFICE DEPOT	92.24	393573
UNITED STATES POSTAL SERVICE	131.07	393633
LAW ENFORCEMENT MGMT INST OF TEXAS	250.00	393757
		473.31*
CONSTABLE-PCT 2		
CODE BLUE	399.00	393651
		399.00*
CONSTABLE-PCT 6		
STAR GRAPHICS SHARP	30.12	393594
UNITED STATES POSTAL SERVICE	13.08	393633
		43.20*
CONSTABLE PCT. 8		
CASH ADVANCE ACCOUNT	638.91	393556
CDW COMPUTER CENTERS, INC.	585.76	393625
		1,224.67*
COUNTY MORGUE		

PGM: GMCOMMV2	DATE 05-12-2014	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
BJ TRANSPORT SERVICE, INC.	7,250.00	393501
A1 FILTER SERVICE COMPANY	23.60	393712
FMMS HOLDINGS OF TEXAS LLC	40,000.00	393722
		47,273.60*
AGRICULTURE EXTENSION SVC		
STARLA B. GARLICK	18.38	393492
STAR GRAPHICS SHARP	60.94	393594
UNITED STATES POSTAL SERVICE	1.22	393633
		80.54*
HEALTH AND WELFARE NO. 1		
USA MOBILITY WIRELESS, INC	22.85	393488
CITY OF BEAUMONT	37.89	393500
BROUSSARD'S MORTUARY	3,000.00	393509
CLAYBAR FUNERAL HOME, INC.	3,936.00	393517
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	393521
ENTERGY	106.50	393543
CASH ADVANCE ACCOUNT	488.37	393556
STAR GRAPHICS SHARP	60.94	393594
AUSTIN CECIL WALKES MD PA	2,932.58	393611
NACCHO NATL. ASSN. OF COUNTY & CITY	435.00	393618
UNITED STATES POSTAL SERVICE	89.84	393633
RACHEL DRAGULSKI	19.04	393642
CONNIE M ROBERTS	19.04	393667
TINA CHAMPAGNE	101.92	393677
ESSLINE KNOX	108.64	393699
NOVARTIS VACCINES AND DIAGNOSTICS	1,248.48	393732
		14,107.09*
HEALTH AND WELFARE NO. 2		
USA MOBILITY WIRELESS, INC	7.70	393488
BROUSSARD'S MORTUARY	1,500.00	393510
CITY OF PORT ARTHUR - WATER DEPT.	80.51	393515
O.W. COLLINS APARTMENTS	196.05	393520
ENTERGY	70.00	393544
THE MEDICAL LETTER	98.00	393567
STAR GRAPHICS SHARP	73.37	393594
AUSTIN CECIL WALKES MD PA	2,932.58	393611
NACCHO NATL. ASSN. OF COUNTY & CITY	435.00	393618
UNITED STATES POSTAL SERVICE	344.00	393634
TEXAS GAS SERVICE	103.37	393647
		5,840.58*
NURSE PRACTITIONER		
STAR GRAPHICS SHARP	30.12	393594
		30.12*
CHILD WELFARE UNIT		
DISA, INC.	619.00	393525
J.C. PENNEY'S	370.41	393637
SEARS COMMERICAL CREDIT	669.25	393638
K-MART #7912	199.97	393640
KEYANA HAILEY PAYEE	20.00	393645
TYMIR WILSON PAYEE	20.00	393663
CHUMARI WILSON PAYEE	20.00	393665
TAYLOR SAVOY PAYEE	20.00	393670
TYLER SAVOY PAYEE	20.00	393671
DEVIN KASPAR	20.00	393673
J'LYNN HENDRIX	20.00	393685
SIDNEY SCYPION	20.00	393691
JAYLISHA ARDOIN	20.00	393693
DIAMOND DELFIERRO PAYEE	20.00	393701
KRISTIN SIMONS PAYEE	20.00	393704
ANTHONY DISOMBA PAYEE	20.00	393707
AARON VINSON	20.00	393708
CONNOR BELDEN	20.00	393709
WILLIAM GILBERT	20.00	393710
ALYJAH HALEY	50.00	393715
RHONDA PRUDHOMME	20.00	393718
BETTY PRICE	40.00	393725
LAFRONIA BATISTE	20.00	393726
TOKEBA HUGHEY PAYEE	20.00	393727

PGM: GMCOMMV2	DATE 05-12-2014		PAGE: 8
NAME	AMOUNT	CHECK NO.	314 TOTAL
DE'ANDRE HUGHEY	20.00	393728	
MENOSHA MILES PAYEE	20.00	393730	
ROBIN FRANK PAYEE	20.00	393731	
ARIANNA HALEY	20.00	393737	
QUINN DIXON PAYEE	20.00	393738	
ERNESTO MIRANDA PAYEE	20.00	393742	
DAISY MIRELES PAYEE	50.00	393743	
DESIREE WILLIAMS PAYEE	20.00	393744	
TAMIA GOODMAN PAYEE	20.00	393747	
ABBIE BLANDFORD	20.00	393751	
ASHANTI M MCCRAY	20.00	393755	
FATIMA ZAVALA	20.00	393756	
AAYARRII CEASAR	20.00	393760	
ALEXIS GRIFFIN	15.00	393761	
BAILEY MONAHAN	15.00	393762	
BRANNAH S GRIFFIN-PRATT	15.00	393763	
ERIYANNA M PITRE	15.00	393764	
TRELIN FARR	20.00	393765	
TYRUS SMITH PAYEE	15.00	393766	
			2,693.63*
INDIGENT MEDICAL SERVICES			
DELL MARKETING L.P.	2,308.72	393524	
			2,308.72*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	87.50	393485	
ECOLAB	209.95	393528	
GOLD CREST ELECTRIC CO., INC.	915.34	393536	
W.W. GRAINGER, INC.	274.40	393537	
ENTERGY	7,114.91	393540	
M&D SUPPLY	143.53	393562	
MCCOWN PAINT & SUPPLY OF TEXAS	263.47	393566	
SANITARY SUPPLY, INC.	5,159.98	393585	
ACE IMAGEWEAR	145.15	393587	
AT&T	903.21	393591	
STAR GRAPHICS SHARP	30.12	393594	
TEXAS DEPT OF LICENSING &	330.00	393601	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,730.84	393612	
WASTE MGT. GOLDEN TRIANGLE, INC.	280.64	393613	
WHOLESALE ELECTRIC SUPPLY CO.	92.83	393615	
CENTERPOINT ENERGY RESOURCES CORP	1,256.72	393656	
EMERGENCY POWER SERVICE	287.50	393720	
			19,226.09*
MAINTENANCE-PORT ARTHUR			
A&B OUTDOOR EQUIPMENT	49.80	393486	
GUARDIAN FORCE	623.50	393491	
FAST SIGNS, INC.	171.07	393532	
FRED MILLER STORES	191.80	393568	
NOACK LOCKSMITH	255.00	393571	
STAR GRAPHICS SHARP	61.90	393594	
PARKER LUMBER	5.48	393694	
			1,358.55*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	24.20	393516	
ENTERGY	2,553.02	393540	
ACE IMAGEWEAR	83.25	393587	
AT&T	682.54	393591	
STAR GRAPHICS SHARP	31.78	393594	
STAR LOCKTECHS	1,609.00	393595	
W. JEFFERSON COUNTY M.W.D.	121.32	393614	
LOWE'S HOME CENTERS, INC.	130.50	393639	
			5,235.61*
SERVICE CENTER			
KAY ELECTRONICS, INC.	9.90	393558	
KINSEL FORD, INC.	512.54	393559	
M&D SUPPLY	73.33	393562	
PHILPOTT MOTORS, INC.	186.16	393578	
SANITARY SUPPLY, INC.	63.60	393585	
STAR GRAPHICS SHARP	30.12	393594	

PGM: GMCOMMV2	DATE 05-12-2014	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
TRI-CON, INC.	3,532.99	393606
BUMPER TO BUMPER	435.01	393653
K.A.P.E. ENTERPRISES	60.04	393659
AMERICAN TIRE DISTRIBUTORS	422.48	393680
UNIFIRST HOLDINGS INC	51.51	393688
MIGHTY OF SOUTHEAST TEXAS	53.38	393705
VETERANS SERVICE		5,431.06*
STAR GRAPHICS SHARP	74.49	393594
UNITED STATES POSTAL SERVICE	2.66	393633
UNITED STATES POSTAL SERVICE	25.67	393634
HILARY GUEST	121.20	393646
		224.02*
		508,234.65**
MOSQUITO CONTROL FUND		
A&B OUTDOOR EQUIPMENT	11.97	393486
HILO / O'REILLY AUTO PARTS	12.23	393489
ENTERGY	536.85	393540
JACK BROOKS REGIONAL AIRPORT	818.30	393554
MUNRO'S	98.95	393569
AT&T	29.46	393591
STAR GRAPHICS SHARP	30.12	393594
FAMILY GROUP CONFERENCING		1,537.88**
STAR GRAPHICS SHARP	31.78	393594
SECURITY FEE FUND		31.78**
GALL'S, INC.	692.00	393533
OFFICE DEPOT	418.50	393573
MAROLON DWAYNE ROBINSON	5.00	393759
LAW LIBRARY FUND		1,115.50**
MAROLON DWAYNE ROBINSON	10.00	393759
EMPG GRANT		10.00**
INTERSTATE ALL BATTERY CENTER - BMT	316.05	393686
JUVENILE TJPC-A-2014-123		316.05**
USA MOBILITY WIRELESS, INC	19.76	393488
COMMUNITY SUPERVISION FND		19.76**
JEFFERSON CTY. COMMUNITY SUP.	1,618.38	393553
CASH ADVANCE ACCOUNT	4,189.28	393556
UNITED STATES POSTAL SERVICE	92.19	393633
UNITED STATES POSTAL SERVICE	392.90	393634
JCCSC	2.00	393698
JEFF. CO. WOMEN'S CENTER		6,294.75**
USA MOBILITY WIRELESS, INC	16.38	393488
BEAUMONT FRAME & FRONT END	629.70	393505
LUBE SHOP	41.24	393561
M&D SUPPLY	53.54	393562
MARKET BASKET	201.56	393565
STAR GRAPHICS SHARP	31.78	393594
SYSCO FOOD SERVICES, INC.	971.83	393598
OAK FARM DAIRY	402.92	393621
TEXAS FIRE & COMMUNICATIONS	85.00	393629
TOWER COMMUNICATIONS, INC.	60.00	393631
BEN E KEITH FOODS	748.04	393650
CENTERPOINT ENERGY RESOURCES CORP	413.53	393656
ATTABOY TERMITE & PEST CONTROL	50.00	393687
COMMUNITY CORRECTIONS PRG		3,705.52**

PGM: GMCOMMV2	DATE 05-12-2014	AMOUNT	CHECK NO.	PAGE: 10 316 TOTAL
STAR GRAPHICS SHARP		47.38	393594	47.38**
DRUG DIVERSION PROGRAM				
CASH ADVANCE ACCOUNT		491.55	393556	
STAR GRAPHICS SHARP		47.38	393594	538.93**
COUNTY CLERK - RECORD MGT				
DELL MARKETING L.P.		2,308.72	393524	
MANATRON		1,980.00	393674	4,288.72**
COUNTY CLK RECORDS ARCHIV				
MAROLON DWAYNE ROBINSON		5.00	393759	5.00**
COUNTY RECORDS MANAGEMENT				
DELL MARKETING L.P.		2,327.29	393524	
UNITED STATES POSTAL SERVICE		.81	393633	
PCM-G		262.80	393684	
MAROLON DWAYNE ROBINSON		5.00	393759	2,595.90**
CHEEK H2O & SEWER PHASE 3				
T. JOHNSON INDUSTRIES, INC.		33,138.01	393767	
D.P. CONSULTING ENGINEERING		6,000.00	393768	
D.P. CONSULTING ENGINEERING		5,000.00	393769	44,138.01**
DEPUTY SHERIFF EDUCATION				
CASH ADVANCE ACCOUNT		1,814.18	393556	1,814.18**
J.P. COURTROOM TECH. FUND				
CDW COMPUTER CENTERS, INC.		700.35	393625	700.35**
HOTEL OCCUPANCY TAX FUND				
CITY OF BEAUMONT - WATER DEPT.		89.81	393513	
AL COOK NURSERY		468.00	393522	
M&D SUPPLY		73.22	393562	
AT&T		170.18	393591	
SUTHERLAND LUMBER CO.		60.06	393597	
TRI-CITY COFFEE SERVICE		40.70	393607	901.97**
CRIME LAB FUNDING CJD				
INSIGHT PUBLIC SECTOR INC		16,622.72	393753	16,622.72**
DISTRICT CLK RECORDS MGMT				
STAR GRAPHICS SHARP		86.50	393594	86.50**
COUNTY CLERK ELECTION CON				
JEFFERSON COUNTY CREDIT CARDS		1,080.00	393696	1,080.00**
CAPITAL PROJECTS FUND				
CARROLL & BLACKMAN, INC.		986.00	393497	986.00**
AIRPORT FUND				
ENTERGY		13,611.35	393542	
STAR GRAPHICS SHARP		72.83	393594	13,684.18**
SE TX EMP. BENEFIT POOL				
OFFICE DEPOT		29.97	393573	
STANDARD INSURANCE COMPANY		18,405.60	393658	
RELIANCE STANDARD LIFE INSURANCE		5,513.21	393661	
CHLIC-CHICAGO		58,841.89	393689	



PGM: GMCOMMV2	DATE 05-12-2014	PAGE: 11
NAME	AMOUNT	CHECK NO. TOTAL
COMPASS PROFESSIONAL HEALTH SERVICE	6,275.00	393749
SA BENEFITS SERVICES LLC	38,139.45	393750
SETEC FUND		127,205.12**
ALLIANCE MECHANICAL SERVICES	2,000.00	393652
LIABILITY CLAIMS ACCOUNT		2,000.00**
EPS	4,003.00	393527
WORKER'S COMPENSATION FD		4,003.00**
TRISTAR RISK MANAGEMENT	17,713.81	393657
SHERIFF'S FORFEITURE FUND		17,713.81**
A-1 TINT & ACCESSORIES	229.00	393487
BEAUMONT TROPHIES	124.60	393507
W.W. GRAINGER, INC.	367.62	393537
CASH ADVANCE ACCOUNT	3,355.00	393556
WORLD FUEL SERVICES	692.58	393690
NIGHT FLIGHT CONCEPTS INC	300.00	393713
INDIGENT FILING FEE		5,068.80**
MAROLON DWAYNE ROBINSON	10.00	393759
PAYROLL FUND		10.00**
JEFFERSON CTY. - FLEXIBLE SPENDING	10,313.00	393458
CLEAT	360.00	393459
JEFFERSON CTY. TREASURER	20,975.13	393460
RON STADTMUELLER - CHAPTER 13	1,717.50	393461
INTERNAL REVENUE SERVICE	150.00	393462
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,140.00	393463
JEFFERSON CTY. COMMUNITY SUP.	9,593.43	393464
JEFFERSON CTY. TREASURER - HEALTH	408,898.92	393465
JEFFERSON CTY. TREASURER - GENERAL	35.00	393466
JEFFERSON CTY. TREASURER - PAYROLL	1,603,388.98	393467
JEFFERSON CTY. TREASURER - PAYROLL	636,602.12	393468
MONY/MLOA	267.92	393469
POLICE & FIRE FIGHTERS' ASSOCIATION	3,223.39	393470
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	393471
JEFFERSON CTY. TREASURER - TCDRS	602,330.56	393472
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,207.48	393473
JEFFERSON COUNTY TREASURER	2,458.49	393474
JEFFERSON COUNTY - TREASURER -	5,202.62	393475
NECHES FEDERAL CREDIT UNION	64,925.33	393476
JEFFERSON COUNTY - NATIONWIDE	50,503.23	393477
TENNESSEE CHILD SUPPORT	115.38	393478
NCO FINANCIAL SYSTEMS INC	121.97	393479
SBA - U S DEPARTMENT OF TREASURY	168.49	393480
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	393481
U S DEPARTMENT OF TREASURY	383.53	393482
WILLIAM E HEITKAMP	689.00	393483
JOHN TALTON	235.38	393484
CNTY & DIST COURT TECH FD		3,430,163.00**
CDW COMPUTER CENTERS, INC.	3,501.75	393625
MARINE DIVISION		3,501.75**
HYDRAULIC & AIR REPAIR	268.14	393548
JACK BROOKS REGIONAL AIRPORT	444.80	393554
RITTER @ HOME	256.25	393582
THE DINGO GROUP-PETE JORGENSEN MARI	462.75	393675
C & I OIL COMPANY INC	3,312.92	393682
AC'CENT ENVIRONMENTAL SERVICES INC	340.00	393734
ASAP - CONSTABLE PCT 8		5,084.86**
SILSBEE FORD INC	26,013.33	393748
		26,013.33**
		4,353,680.47***

elderly or who have disabilities.

**NOW, THEREFORE**, the Commissioners' Court of Jefferson County does hereby proclaim May, 2014 as Elder Abuse Prevention Month in Jefferson County, Texas and we urge all citizens to recognize the presence of elder abuse and work together to help reduce such abuse and neglect of people who are

**WHEREAS**, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.

**WHEREAS**, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

**WHEREAS**, elder abuse is grossly underreported because the elderly, who are being abused, find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

**WHEREAS**, Texas APS In-Home Workers statewide completed 985 investigations of which 638 cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in 2013; and

**WHEREAS**, abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

**WHEREAS**, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

**WHEREAS**, People who are elderly or who have disabilities have contributed to the general welfare of Jefferson County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

**May as Elder Abuse Prevention Awareness Month**

Precinct No. \_\_\_\_\_, the following Proclamation was adopted:

Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of \_\_\_\_\_,

on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, on motion made by \_\_\_\_\_,

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held

STATE OF TEXAS                      §  
COMMISSIONERS COURT            §

COUNTY OF JEFFERSON            §  
OF JEFFERSON COUNTY, TEXAS   §

# PROCLAMATION



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
JUDGE JEFF BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



PROCLAMATION

STATE OF TEXAS  
COUNTY OF JEFFERSON  
§  
§  
§  
COMMISSIONERS' COURT  
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 Proclamation was adopted:

100<sup>th</sup> Anniversary of the Smith-Lever Act Founding the Cooperative Extension System

Whereas May 8, 2014, marks the centennial of the signing of the Smith-Lever Act (Act of May 8, 1914, Ch. 79, 38 Stat. 372, 7 U.S.C. 341 et seq.), which established Cooperative Extension, the nationwide transformational education system operating through land-grant universities in partnership with federal, state and local governments; and

Whereas U.S. Sen. Hoke Smith of Georgia and U.S. Rep. A. F. Lever of South Carolina authored the Smith-Lever Act to expand the "vocational, agricultural and home demonstration programs in rural America" by bringing the research-based knowledge of the land-grant universities to people where they live and work; and

Whereas Cooperative Extension is a critical component of the three-part land-grant university mission and works collaboratively with research, particularly the Agricultural Experiment Station System, and academic programs in 106 colleges and universities, including historically black, Native American and Hispanic-serving institutions; in all 50 states, the District of Columbia and six U.S. territories to reach traditional and underserved audiences in all communities; and

Whereas the Cooperative Extension System continues to receive federal programmatic leadership and support through the U.S. Department of Agriculture's National Institute of Food and Agriculture for research-based education for farmers and ranchers helped that established the United States as a leading agricultural-producing nation in the world; and

Whereas since 1924, when the USDA adopted the clover emblem to represent the 4-H, Cooperative Extension's nationwide youth development program millions of youth have received helped to prepare them for responsible adulthood; and

Whereas Cooperative Extension prepares people for healthy, productive lives through sustained education, such as the Expanded Food and Nutrition Education Program, breaking the cycle of poverty and reducing expenditures for federal and state assistance programs; and

Whereas Cooperative Extension provides rapid response to disasters and emergencies through the Extension Disaster Education Network and other similar efforts by providing real-time alerts and resources so Extension educators can respond to urgent needs resulting from hurricanes, floods, oil spills, fire, drought, pest outbreaks and infectious diseases affecting humans, livestock and crops; and

Whereas Cooperative Extension translates science-based research for practical application through local and online learning networks where educators are uniquely available to identify emerging research questions, connect with land-grant university faculty to find answers and encourage application of findings to improve economic and social conditions; and

**Whereas** Cooperative Extension engages with rural and urban learners through practical, community-based and online approaches providing knowledge, skills and motivation to strengthen the profitability of animal and plant production systems, protect natural resources, help people make healthful lifestyle choices, ensure a safe and abundant food supply, encourage community vitality and grow the next generation of leaders; and

**Whereas** many states are commemorating the centennial of the signing of the Smith-Lever Act.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Jefferson County does recognize the significance of the Smith-Lever Act and we encourage our citizens to observe and celebrate the Cooperative Extension system and to encourage continued collaboration and cooperation to sustain this fine program.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

JUDGE 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

## ORDER ADOPTING REGULATIONS RELATING TO DISCHARGE OF FIREARMS AT THE HUMBLE CAMP ROAD BOAT RAMP

### STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in Local Government Code, Chapter 235.022, delegated the authority to local county governmental units to adopt regulations to promote public safety in subdivisions and to prohibit or otherwise regulate the discharge of firearms within subdivisions of the unincorporated areas of the County.

### FINDINGS OF FACT

Jefferson County has adopted subdivision regulations of the lots in the Humble Camp Road subdivision to promote and affect the public health, safety and general welfare of the residents and the County has found that persons are disturbing the peace by discharging firearms at the Humble Camp Road boat ramp which is owned by Jefferson County.

### STATEMENT OF PURPOSE

It is the purpose of this order to promulgate regulations to promote the public health, safety and general welfare and to minimize public and private losses occasioned by discharge of firearms in this subdivision.

This Order shall only apply to the Humble Camp Road Boat Ramp and that area owned by Jefferson County at the boat ramp, as allowed by Chapter 235 of the Texas Local Government Code.

### ORDER

- 1.) The Commissioners' Court of Jefferson County, Texas, does hereby adopt this Order to prohibit the discharge of any firearms upon the property owned by Jefferson County, Texas at the Humble Camp Road
- 2.) This Order and regulation shall not be construed to legalize or nullify any prohibition or restriction regarding the use or possession of firearms that may be found in other Local, State, or Federal laws, including but not limited to Section 62.0121 of the Texas Parks and Wildlife Code. Likewise, this regulation and order does not limit any statutory defense to prosecution that arises from other Local, State or Federal laws.
- 3.) This Order shall not be construed to provide legal justification for, protection from, or defense to liability for death, injury, or property damage caused by the discharge of a firearm, regardless of whether said discharge is permitted under the exceptions cited hereinbelow.

#### 4.) DEFINITIONS:

The following terms shall, where they may be found throughout this Order, have the following meanings:

- a.) "COUNTY" shall mean Jefferson County, Texas;
- b.) "FIREARM(S)" shall mean any device(s) designated, made or adapted to expel (discharge) a projectile through a barrel by using the energy generated by an explosion or burning substance, or any device readily convertible to that use;
- c.) "HUMBLE CAMP BOAT RAMP" means that tract of land that is in the subdivision of lots neighboring it that is a subdivision for which Chapter 232 of the Local governmental code requires a plat to be prepared and filed, within the unincorporated areas of Jefferson County, and is less than (10) acres as reflected by the records of the Jefferson County Clerk or the Jefferson County Appraisal District.

#### 5.) EXCEPTIONS:

Despite the restrictions cited herein, the discharge of a firearm shall be permitted:

- a.) If said discharge is reasonably necessary to protect self, property, or other person(s) from imminent harm by a human or animal as is permitted by State and/or Federal law;
- b.) If said discharge is made by a peace officer certified by the State of Texas in the commission of his or her duties;
- c.) If the ignition of a firearm does not result in the discharge of a projectile due to the use of "blank" cartridges or "blank" ammunition;
- d.) If said discharge occurs during the regular commercial operation of an operation that is licensed or certified by the state to discharge firearms in the regular course of his or her business;
- e.) If said discharge is made as part of a ceremony or special event for which prior written approval has been granted by the Commissioners Court and the discharge also complies with exception (c).

#### 6.) PENALTY:

An offense under this Order is a Class C misdemeanor subject to a fine of no more than \$500.00. However, if it is shown that the Defendant has been previously convicted under this Order, any subsequent offense is a Class B misdemeanor.

- 7.) Of any provision of this Order or its application to any person or circumstance is held invalid, the invalidity shall not affect other provision or applications of this Order than can be given effect without the invalid provision or application, and to this end the provisions of this Order are declared to be severable.

## 8.) INJUNCTION

Any person may file a civil suit seeking appropriate injunctive relief to prevent a continued or threatened violation of this Order.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

\_\_\_\_\_  
COMMISSISSONER BRENT A. WEAVER  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**THEREFORE BE IT RESOLVED**, that the Commissioners Court of Jefferson County supports the proposed amendment to address Texas' transportation infrastructure needs on the November 4, 2014 ballot.

**WHEREAS** while the proposed amendment would not fully fund the state's overall transportation needs, it would be a key step toward securing critical funding for transportation projects in Texas;

**WHEREAS** the proposed amendment would result in an estimated \$1.4 billion per year for the state highway fund; and

**WHEREAS** according to the latest report of the 2030 Commission, approximately \$6.1 billion per year in construction funding is needed to achieve "worst possible" conditions and \$9.5 billion per year is needed to achieve "minimally competitive" conditions; and

**WHEREAS** the current state budget includes approximately \$5 billion per year in construction funding and will, based on current revenue projections, drop to only \$2.5 billion the available funds for construction for the next biennium; and

**WHEREAS** state transportation funding over the past several years has been supplemented by bond programs and those bond programs are now exhausted and have resulted in a significant level of debt for Texas; and

**WHEREAS** a strong transportation system is fundamental to Texas' quality of life and economic vitality, attracting new businesses and generating new jobs; and

**WHEREAS** the proposed amendment will aid in maintaining the current infrastructure and will ease congestion by funding new projects for added capacity without any new or increased taxes or fees; and

**WHEREAS** this would require that any funds transferred to the state highway fund be allocated by the Texas Department of Transportation consistent with existing formulas to ensure the entire state benefits from this additional funding; and

**WHEREAS** this proposal will allow revenue transferred to the state highway fund to be used only for developing public roadways, other than toll roads; and

**WHEREAS** this is "A constitutional amendment to provide for the transfer of certain general revenue to the economic stabilization fund and to the state highway fund and for the dedication of the revenue transferred to the state highway fund"; and

**WHEREAS** the 83<sup>rd</sup> Texas Legislature passed historic legislation proposing a constitutional amendment on the November 4, 2014 state ballot affecting the state's roads, highways, and bridges; and

**RESOLUTION IN SUPPORT OF A CONSTITUTIONAL AMENDMENT FOR INCREASED STATE FUNDING FOR TRANSPORTATION**

**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 \_\_\_\_\_, the following Resolution was adopted: Precinct No. \_\_\_\_\_,

STATE OF TEXAS  
COUNTY OF JEFFERSON  
§  
§  
§  
COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS

**Resolution**



Signed this \_\_\_\_\_ of \_\_\_\_\_, 2014

JUDGE 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



FISCAL YEAR 2013-2014			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.04%	\$17,637.25	0.210%
NOVEMBER	0.06%	\$11,889.08	0.190%
DECEMBER	0.07%	\$23,519.15	0.192%
JANUARY	0.05%	\$44,130.46	0.190%
FEBRUARY	0.05%	\$29,905.27	0.188%
MARCH	0.04%	\$28,348.06	0.188%
APRIL	0.03%	\$25,370.53	0.180%
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 180,799.80	

JEFFERSON COUNTY  
OVERWEIGHT VEHICLE PERMIT

Renewal due to  
Operator Change  
01-OW-02

Application Date: 4-29-14 Permit #: 04-OW-14 <sup>EC.</sup>  
~~01~~ -OW- ~~02~~ Precinct#: 2  
Business Name: Hilcorp Energy Co. Business Phone: 713-269-2400  
Business Address: 1201 Louisiana, Suite 1400, Houston, Tx 77002  
Local Representative: Glenn Whitten Local Phone: 409-769-2874  
State Permit No. (If applicable): \_\_\_\_\_  
Bond Amount: 50,000 Bond #: 022045164  
Description of Work/Type/Location:  
Truck produced oil off location

Description of Route: From Hwy 69 go SW, to 1st Street,  
turn Right, & go 1/8 mile to Parker Dr.,  
turn left & go 100 yards to production facility

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 29<sup>th</sup> day of April 2014.

Hilcorp Energy Company  
Name of Company (Permittee)

JEFFERSON COUNTY

By: Robin Adams  
Title: Sr. Regulatory Tech.

By: Donald M. Rao  
Director of Engineering

Robin Adams  
Applicant's Signature

By: Mike Tolan  
Precinct Supervisor

Robin Adams  
Applicant's Printed Name  
713-289-2743

JEFFERSON COUNTY  
OVERWEIGHT VEHICLE PERMIT  
(Engineering Department Use Only)


Date Approved: 5/06/14 Application Approved ☒ Yes ☐ No

If No, give reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST

  
\_\_\_\_\_  
Processor's Signature

ERNEST CLEMENT  
\_\_\_\_\_  
Processor's Printed Name



**SUPERHEAVY OR OVERSIZE Bond**  
**(License or Permit – Continuous)**

Bond No. 022045164

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Hilcorp Energy Company, as Principal, and Liberty Mutual Insurance Company, a corporation duly incorporated under the laws of the State of Massachusetts and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County, Texas, as Obligee, in the Penal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Superheavy/Oversize Permit.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Obligee from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

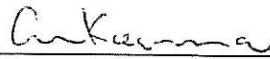
This bond shall become effective on the 14th day of March, 2013.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

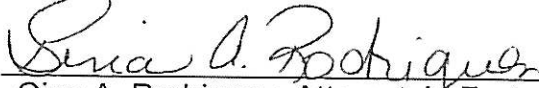
PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 14th day of March, 2013.

**HILCORP ENERGY COMPANY**

By: , Principal

**LIBERTY MUTUAL INSURANCE COMPANY**

By:   
Gina A. Rodriguez, Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5986071

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

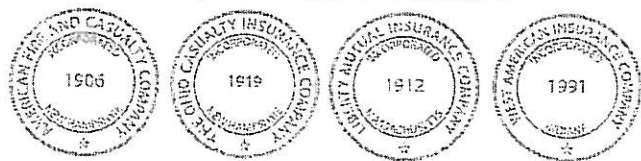
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gina A. Rodriguez; Joe Martinez; Mary Pena; Melissa Haddick; Sandra Parker; Tannis Mattson; Terri L. Morrison

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of February, 2013.



STATE OF WASHINGTON  
COUNTY OF KING

ss

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

On this 8th day of February, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

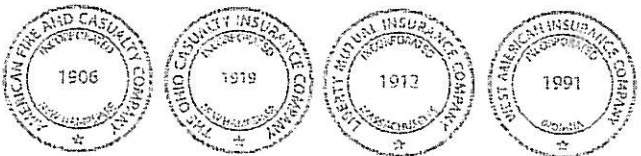
**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary



Figure: 28 TAC §1.601(a)(3)

**1 IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Home Office Surety at  
1-610-832-8240

3 You may call (company)'s toll-free telephone  
number for information or to make a complaint  
at:

**(800) 472-5357 Surety Option #7**

4 You may also write to Liberty Mutual Surety  
at:

175 Berkeley Street  
Boston, MA 02116

5 You may contact the Texas Department of  
Insurance to obtain information on companies,  
coverages, rights or complaints at:

**(800) 252-3439**

6 You may write the Texas Department of  
Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**7 PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your  
premium or about a claim you should contact  
the (agent) (company) (agent or the company)  
first. If the dispute is not resolved, you may  
contact the Texas Department of Insurance.

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not  
become a part or condition of the attached  
document.

**AVISO IMPORTANTE**

Para obtener información o para someter  
una queja:

Usted puede contactar a servicio de la  
oficina principal de Surety al: 1-610-832-8240

Usted puede llamar al número de teléfono  
gratis de (company)'s para información o  
para someter una queja al:

**(800) 472-5357 Surety Opción De #7**

Usted también puede escribir a Liberty  
Mutual Surety

175 Berkeley Street  
Boston, MA 02116

Puede comunicarse con el Departamento de  
Seguros de Texas para obtener información  
acerca de compañías, coberturas, derechos  
o quejas al:

**(800) 252-3439**

Puede escribir al Departamento de Seguros  
de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a  
un reclamo, debe comunicarse con el (agente) (la  
compañía) (agente o la compañía) primero. Si no  
se resuelve la disputa, puede entonces  
comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso



SURETY RIDER

SAFECO Insurance Company  
PO Box 34526  
Seattle, WA 98124-1526

To be attached to and form a part of

Bond No. **6152152**

Type of

Bond: SUPERHEAVY OR OVERSIZE PERMIT BOND

dated

effective **01/28/2002**  
(MONTH-DAY-YEAR)

executed by **SAMEDAN OIL CORPORATION**  
(PRINCIPAL)

,as Principal,

and by **SAFECO INSURANCE COMPANY OF AMERICA**

,as Surety,

in favor of **JEFFERSON COUNTY**  
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

THE PRINCIPAL TO READ:

**NOBLE ENERGY, INC.**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective **01/01/2003**  
(MONTH-DAY-YEAR)

Signed and Sealed **12/18/2002**

(MONTH-DAY-YEAR)

**NOBLE ENERGY, INC.**  
(PRINCIPAL)

By: \_\_\_\_\_

(PRINCIPAL)

**SAFECO INSURANCE COMPANY OF AMERICA**

(SURETY)

By: \_\_\_\_\_

(ATTORNEY-IN-FACT) **TERRI MORRISON**



SAFECO

POWER  
OF ATTORNEY

SAFECO Insurance Company  
J Box 34526  
Seattle, WA 98124-1526

KNOW ALL BY THESE PRESENTS:

No. 5713

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*DONALD R. GIBSON; SANDRA PARKER; WILLIAM L. POWER; MELISSA HADDICK; TANNIS MATTSON; JACQUELINE KIRK; CURTIS WILLEFORD;  
JOE MARTINEZ; TERRI MORRISON; MARY ANN GARCIA; Houston, Texas\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 7th day of November, 2001

*R.A. Pierson*

R.A. PIERSON, SECRETARY

*Mike McGavick*

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

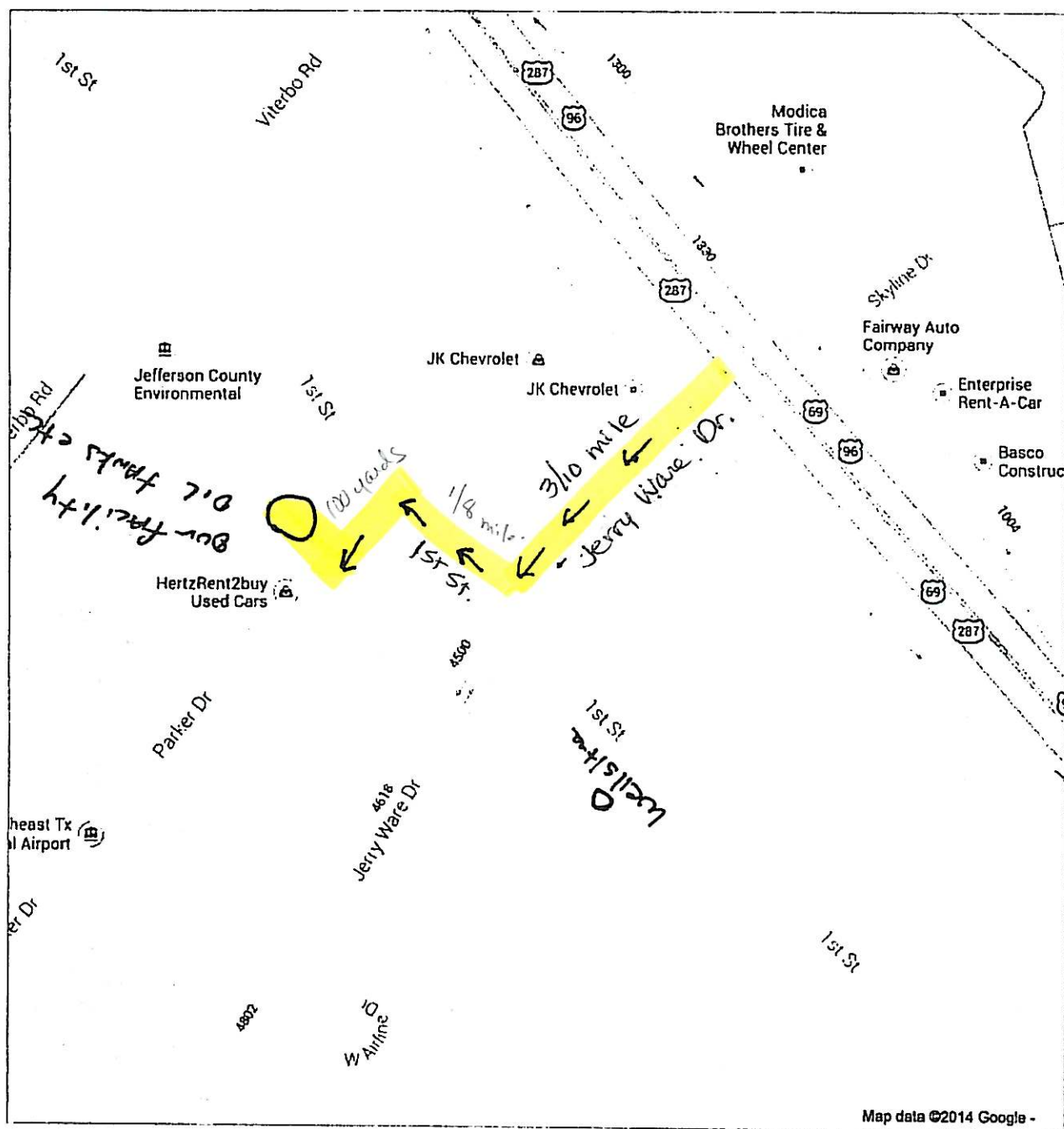
this 18th day of December, 2002



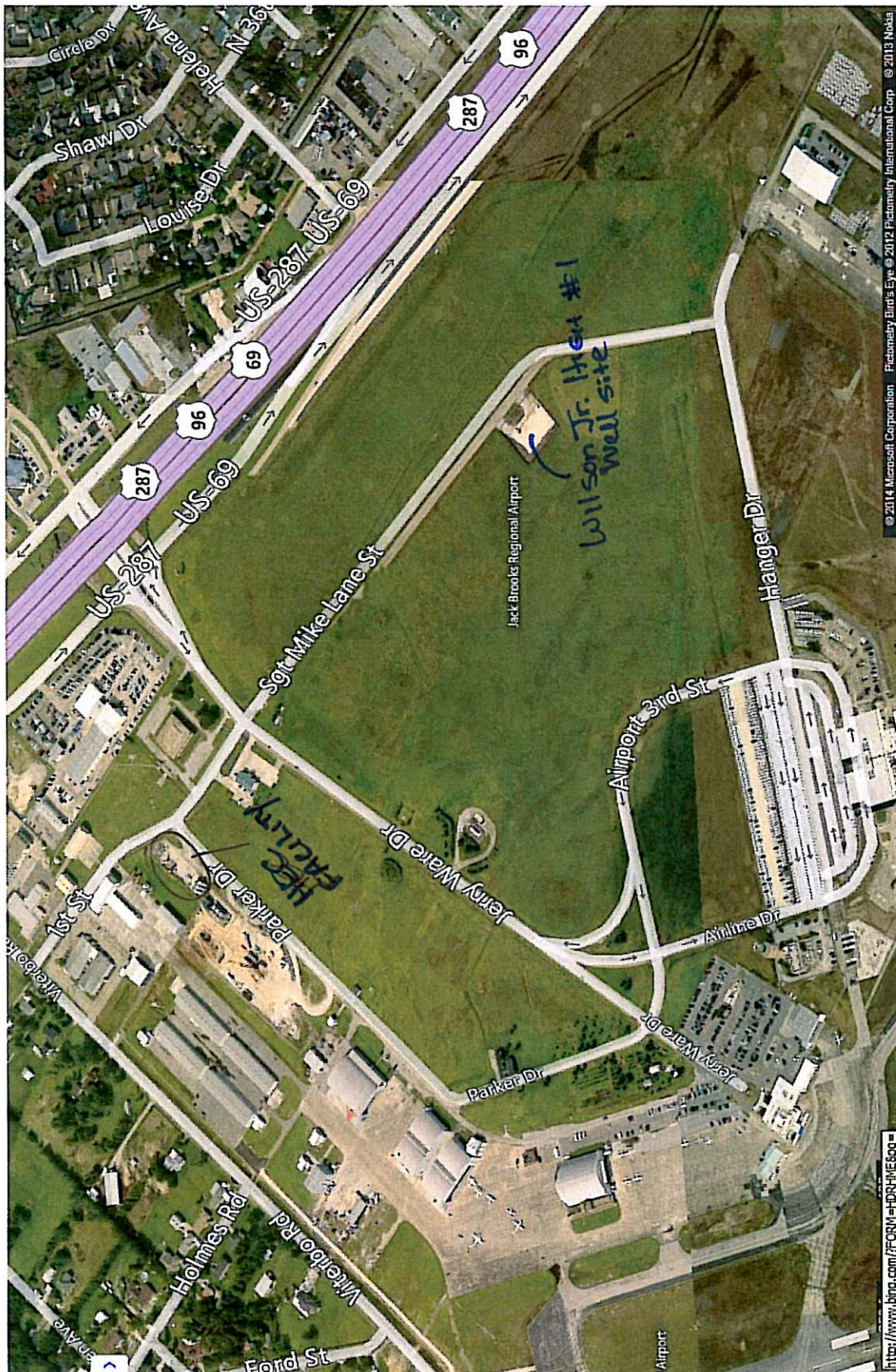
*R.A. Pierson*

R.A. PIERSON, SECRETARY

Google



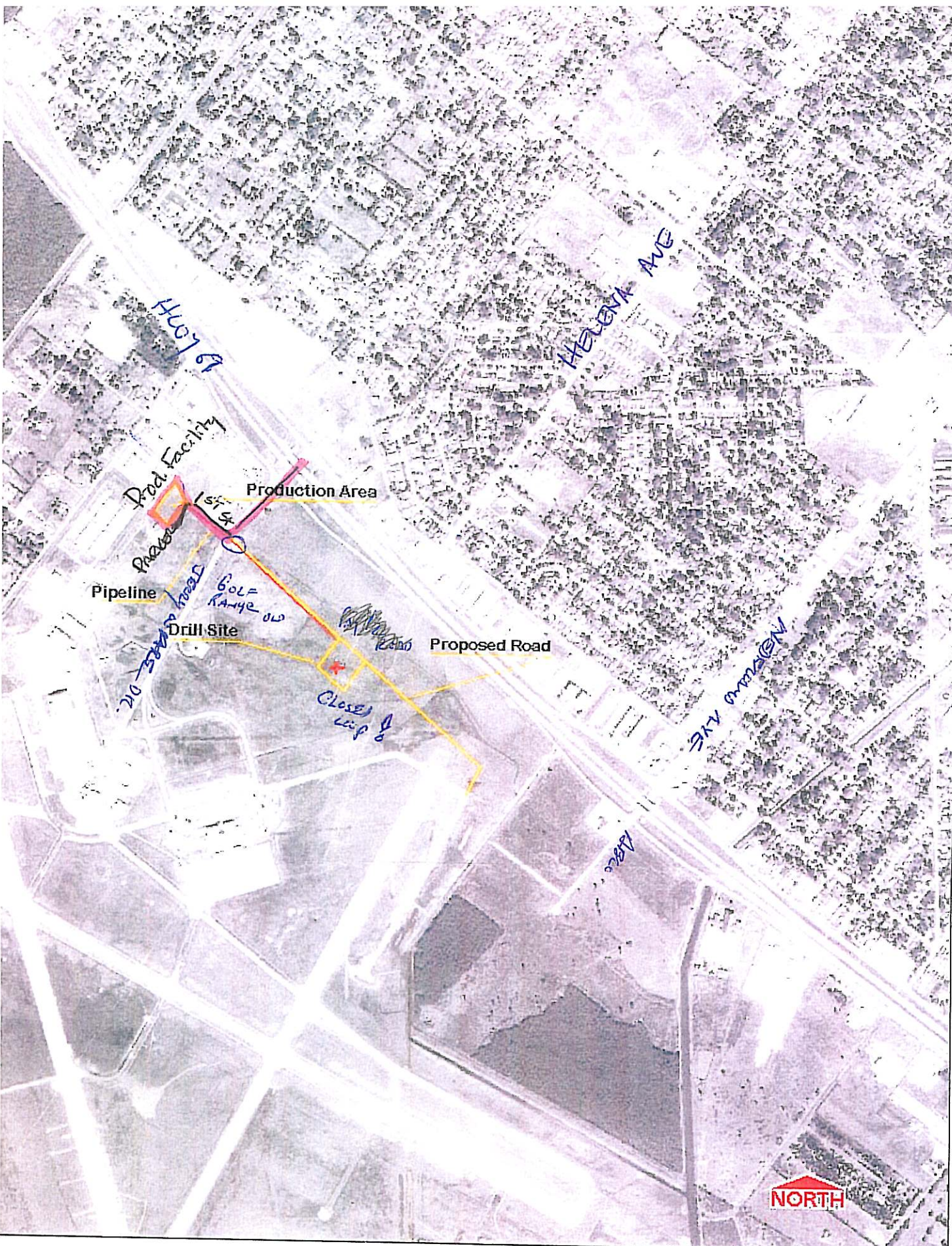












Wilson Jr. High #1  
Port Acres Field  
Jefferson County



STATE OF TEXAS

§  
§  
§

COUNTY OF JEFFERSON

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY**  
**AND**

WHEREAS, Hilcorp Energy Co. (hereinafter "Company") intends to conduct Haul off produced oil from [describe operation], (hereinafter the "Project") at a site located on \_\_\_\_\_ (county road name) located in Precinct No. 2; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1<sup>st</sup> road name] and County [2<sup>nd</sup> road name]:

1. County Road Jerry Ware,
2. County Road 1st Street; and Parker Drive

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Jerry Ware and County road 1st Street for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of March 1, 2014 to a termination date of March 1, 2020. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: Jerry Ware] and County [2<sup>nd</sup> road name: 1st Street] for additional support.



4. Company shall provide a surety bond in the sum of [\$ 50,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: Jerry Ware and County [2nd road name: 1st Street] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jefferson County Clerk

[Signature] [Signature]  
Authorized Agent for Hilcorp Energy Company

THE STATE OF TEXAS,  
COUNTY OF JEFFERSON

§  
§  
§

I, Lindsey Nicole Weise a notary public, do hereby certify that on this 29<sup>th</sup> day of April, 2014, personally appeared before me Robin Adams, being by me first duly sworn, declared that he is the \_\_\_\_\_ of \_\_\_\_\_ and that he she has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 29<sup>th</sup> day of April, 2014



Lindsey Nicole Weise

Notary Public, State of Texas

Notary's Typed/Printed Name

My commission expires

Exhibit 1

Estimate of Cost:

Length of [1<sup>st</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2<sup>nd</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 26.46 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment Operator \$ 22.72 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

TRUCK  
DRIVER

Other \$ 19.52 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 32.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Grader \$ 50.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

GRADALL

Other \$ 70.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 31.25 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Asphalt \$ 89.00 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

STABILIZE  
BASE

Other at \$ 43.00 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

**Hilcorp Energy Company**

Post Office Box 61229  
Houston, TX 77208-1229

1201 Louisiana  
Suite 1400  
Houston, TX 77002

Phone: 713/209-2400  
Fax: 713/209-2478

May 1, 2014



Jefferson County  
1149 Pearl Street, 5<sup>th</sup> Floor  
Beaumont, Texas 77701

Attention: Engineering Dept.



RE: Overweight Vehicle Permit  
Road Use Agreement

Please find enclosed a check in the amount of \$200.00 to cover the application for a Jefferson County Overweight Vehicle Permit. Seven copies are enclosed including a Bond and Maps. A Road Use Agreement is also enclosed with seven copies as well.

Please advise should you need any other documentation. I can be reached at (713) 289-2743.

Respectfully,

**HILCORP ENERGY COMPANY**

Robin Adams  
Sr. Regulatory Tech

enclosures

## RIGHT OF WAY AGREEMENT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS

COUNTY OF JEFFERSON

§

§

THAT the undersigned (hereinafter called "Grantor," whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and WARRANT unto AIR LIQUIDE LARGE INDUSTRIES U.S. LP, (hereinafter called "Grantee"), a Delaware limited partnership, whose address is 2700 Post Oak Boulevard, Suite 325, Houston, Texas 77056, its successors and assigns, an exclusive, perpetual Right of Way and easement for the purpose of laying, constructing, maintaining, protecting, operating, repairing, replacing, resizing and removing one or more pipelines, with all incidental equipment for the transportation of gaseous oxygen, nitrogen, hydrogen or any other atmospheric gases or substances which can be transported through a pipeline and other appurtenances necessary for the operation of pipelines on, over, across and through the lands of Grantor, situated in the County of Jefferson, State of Texas and more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Right of Way"), together with all other rights necessary for the full enjoyment and use of the rights, privileges and Right of Way hereby granted, which shall have a temporary width of ninety feet (90') during construction, except at roads, creeks, rivers, railroads or other crossings where additional work space may be necessary. After initial construction has been completed, the Right of Way shall revert to a permanent width of twenty feet (20').

Grantee shall also have the right of ingress and egress over and across the Right of Way and the adjacent lands of the Grantor for all purposes incident to said grant. As used herein, the term "Pipeline" shall also include such surface or subsurface pipeline appurtenances and facilities (including metering equipment, markers, valve sites, and cathodic protection devices with the right to fence a reasonable area surrounding such installations) as are necessary for the operation or maintenance of said pipeline, and all electric power and communications equipment installed in connection therewith.

TO HAVE AND TO HOLD the Right of Way unto AIR LIQUIDE LARGE INDUSTRIES U.S. LP, its successors and assigns, for so long as the Right of Way is intended for use for the purposes stated above and until it is released by recordable instrument; and Grantor hereby binds Grantor and Grantor's heirs, personal representatives and assigns to warrant and forever defend all and singular the Right of Way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The terms and conditions of this Agreement are as follows:

1. Grantee shall fully restore and level the surface of the Right of Way to the extent reasonable practical to the same condition as existed prior to any such operations so that there shall not be any permanent mounds, ridges, sinks, or trenches along the Right of Way.

2. Grantee shall fully restore all private roads, drainage and irrigation ditches and canals disturbed by Grantee's construction operations to their condition prior to such construction, to the extent reasonable practical, and during construction shall provide Grantor access across the Right of Way where the same crosses private roads.

3. All fences that may be cut or disturbed by Grantee shall be repaired by Grantee in a good and workmanlike manner. Before a fence is cut by Grantee, the fence shall be properly supported on either side of the contemplated opening by suitable posts and braces, and gaps capable of preventing the passage of livestock shall be provided at fence openings made by Grantee. In the event that the trench excavated for the installation of the Pipeline should interfere with the normal use of the land situated on either side of the ninety foot (90') wide construction Right of Way granted hereunder, Grantee shall construct temporary cross-overs over said trench for Grantor's use.

4. Grantee shall bury the pipeline(s) to a minimum depth of forty-eight inches (48") between the top of the pipe and the present ground level.

5. Grantee shall pay a reasonable amount for any damage to growing crops, fences, trees, livestock, plowed lands, irrigation installations and other improvements on the Right of Way which may arise from the exercise by Grantee of the rights herein granted.

6. Grantor, his respective heirs, personal representatives, successors and assigns, reserves all oil, gas and minerals on and under the Right of Way and the right to remove the same therefrom; provided, Grantor shall not drill or operate for minerals on the surface of the Right of Way and hereby waives all surface rights with respect to the Right of Way, except as otherwise expressly provided herein. This Right of Way is also subject to any and all outstanding mineral and/or royalty reservations, including any valid oil, gas or mineral leases on the Right of Way of record.

7. Grantee, its successors and assigns, agrees to conform to all laws regarding pipeline safety and shall hold Grantor, its agents, personal representatives, successors and assigns, harmless from any and all claims and causes of action by reason of persons killed or injured and property damaged or destroyed and which deaths, injuries and/or damages to the extent arising from the negligent acts or willful misconduct of Grantee in its use and operation of the Pipeline on the Right of Way. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, IN CONTRACT OR TORT, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS WHETHER OR NOT DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF A PARTY (INCLUDING THE PARTY AGAINST WHOM THE CLAIM IS MADE) OR THE PARTIES. GRANTEE HEREBY RELEASES, INDEMNIFIES AND HOLDS GRANTOR HARMLESS OF AND FROM ANY AND ALL DAMAGES AND EXPENSES FOR LOSS OR INJURY TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY GRANTEE, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR CONTRACTORS AND SUBCONTRACTORS WHILE PERFORMING ITS ACTIVITIES ON OR ABOUT GRANTOR'S PREMISES. GRANTEE INDEMNIFIES AND HOLDS GRANTOR HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.**

8. Grantor hereby reserves the right to farm, graze and otherwise use the Right of Way in any manner that will not prevent or interfere with the exercise by Grantee of its rights hereunder, provided, however, that Grantor shall not construct nor permit to be constructed, any house, building, improvements, reservoir, or other obstructions within the permanent Right of Way, without the express prior consent of the Grantee, which consent shall not be unreasonably withheld. Additionally, Grantee shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Right of Way herein granted.

9. Grantee may assign the rights herein granted in whole or in part, and the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands

covered by this Right of Way Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

11. It is mutually agreed and understood that this Agreement, as written, covers all the agreements and stipulations between the parties hereto, and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

12. Grantee's acceptance of delivery of this Agreement shall evidence Grantee's agreement to all the terms and provisions of this Agreement to the same extent as though Grantee had executed this Agreement.

Executed and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR:**

**JEFFERSON COUNTY**

BY \_\_\_\_\_

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

Title: \_\_\_\_\_



## Acknowledgement

STATE OF TEXAS

§

COUNTY OF JEFFERSON

502

§

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_,  
2014, by \_\_\_\_\_, as \_\_\_\_\_ of Jefferson County.

Notary Public, State of Texas

**Regular, May 12, 2014**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, May 12, 2014