SPECIAL, 7/28/2014 1:30:00 PM

BE IT REMEMBERED that on July 28, 2014, there was begun and holden a SPECIAL 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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS July 28, 2014

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **28th** day of **July 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 **Special** 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:

11:00 a.m.- Notice is hereby given that members of the Commissioners' Court of Jefferson County, Texas will hold a Workshop at 11:00 a.m., for the purpose of discussing and considering: 1. To receive information from the Texas Department of Transportation regarding their plans to construct an overpass at Interstate Highway 10 and Major Road.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Approve specifications for (IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 44

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

2. Receive and file bids for (IFB 14-017/JW), Term Contract for Road Building Materials for Jefferson County.

SEE ATTACHMENTS ON PAGES 45 - 174

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

3. Receive and file bids for (IFB 14-028/JW), Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County.

SEE ATTACHMENTS ON PAGES 175 - 267

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

4. Receive and file bids for (IFB 14-024/KJS), Electrical Vault Replacement at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 268 - 355

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

5. Receive and file bids (IFB 14-025/KJS), Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 356 - 428

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

6. Receive and file bids (IFB 14-026/KJS), Runway Safety Area Grading at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 429 - 473

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

7. Receive and file bids (IFB 14-027/KJS), Runway 16/34 Rehabilitation at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 474 - 518

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

8. Reject all bids for (IFB 14-017/JW), Term Contract for Road Building Materials for Jefferson County.

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

9. Execute, receive, and file correction to Acceptance of Offer for (IFB 14-015/JW), Term Contract for Aviation Fuel for Jack Brooks Regional Airport with Eastern Aviation Fuels, to show actual contracted term dates as August 1, 2014 through July 31, 2017.

SEE ATTACHMENTS ON PAGES 519 - 520

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

COMMUNITY SUPERVISION:

10. Consider and possibly adopt a Resolution recognizing James "Jim" Stott for over 35 years of dedicated service as Director of the Jefferson County Supervision and Corrections Department (Adult Probation Office) and to the citizens of Jefferson County and wishing him well in all his future endeavors.

SEE ATTACHMENTS ON PAGES 521 - 521

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

COUNTY AIRPORT:

11. Receive and file executed Interlocal Agreement between Jefferson County and Jefferson County Drainage District No.7 for Temporary Emergency Shelter.

SEE ATTACHMENTS ON PAGES 522 - 523

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

COUNTY AUDITOR:

12. Consider and approve budget amendment - Road & Bridge, Precinct 1 - additional cost for extra help.

111-0102-431-1005	EXTRA HELP	$6,500.00	

111-0107-431-5062	TRAVEL EXPENSE		$5,000.00
111-0106-431-3019	CULVERTS AND PIPE		$1,500.00

SEE ATTACHMENTS ON PAGES 524 - 524

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

13. Consider and approve budget transfer - District Attorney-Forfeiture - additional cost for DNA testing.

735-0000-412-5099	MISCELLANEOUS	$9,049.00	
735-0000-412-1002	ASSISTANTS & CLERKS		$9,049.00

SEE ATTACHMENTS ON PAGES 525 - 525

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

14. Consider and approve budget transfer - Health & Welfare Unit II - additional cost for postage.

120-5075-441-4052	POSTAGE	$1,500.00	
120-5075-441-5005	MILEAGE		$1,500.00

SEE ATTACHMENTS ON PAGES 526 - 526

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

15. Receive and file Financial & Operating Statements For the Month Ending June 30, 2014.

SEE ATTACHMENTS ON PAGES 527 - 543

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

16. Regular County Bills - check #396337 through check #396527.

SEE ATTACHMENTS ON PAGES 544 - 552

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

COUNTY CLERK:

17. Consider and possibly approve out of state travel for the County Clerk, Chief Deputy and 3 supervisors to attend the 2014 Aumentum User Group Conference in New Orleans, LA. This conference is sponsored by Thomson Reuters/Manatron, the vendor for the County Clerk's imaging system and will cover topics pertinent to the new system upgraded this fiscal year. This will provide a great opportunity for each department in our office to have input directly with the vendor on software releases. Conference dates are September 21-25, 2014. Funds are available in the 2013-2014 fiscal year budget.

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

18. Consider and possibly approve appointing Jeff Ross as Tabulation supervisor and Paul Helegda as Assistant Tabulation Supervisor at the Central Counting Station for a two-year period, commencing September 1, 2014, through August 31, 2016.

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

19. Consider and approve appointing Dr. Bruce Drury as Central Counting Station Manager for a two-year period commencing September 1, 2014, through August 31, 2016.

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

20. Consider and possibly approve appointing Election Judges and Alternate Judges from current lists or amended lists received and filed hereto submitted by the Republican and Democratic County Chairs pursuant to Election code 32.002 for the period September 1, 2014 through August 31, 2016.

SEE ATTACHMENTS ON PAGES 553 - 553

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

21. Consider and possibly approve the Early Voting locations and hours for the November 4, 2014, General Election.

SEE ATTACHMENTS ON PAGES 554 - 554

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

COUNTY COMMISSIONERS:

22. Consider and possibly reappoint Gladdie Fowler (appointed by Commissioner Sinegal) and Tim Sudela (appointed by the County Judge) as Board Members on the Spindletop Center Board of Trustees.

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

RISK MANAGEMENT:

23. Consider and possibly approve out of state travel for Verona Adams to attend the 2014 Choicelinx Client Forum in Rosemont, Illinois on July 29, 2014. The estimated cost for her to attend is $72.00.

SEE ATTACHMENTS ON PAGES 555 - 555

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

SHERIFF'S DEPARTMENT:

24. Consider and possible adopt a Resolution recognizing Patricia A. Wilson for 8 years of dedicated service as a Correctional Officer to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 556 - 557

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

Other Business:

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

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

_____

Jeff R. Branick
County Judge

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

July 28, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. 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.

BID NAME:	**Term Contract for Paper Stock & Envelopes for Jefferson County**
BID NO:	**IFB 14-032/JW**
DUE DATE/TIME:	**11:00 AM CST, Tuesday, August 19, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 30th and August 6th, 2014

IFB 14-032/JW
Term Contract for Paper Stock & Envelopes for Jefferson County
Bids due: 11:00 AM, Tuesday, August 19, 2014

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing 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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

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

6. Rejection or Withdrawal

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

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material

safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 14-032/JW.

Scope

Vendor shall provide an annual supply of paper stock for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year, with an option to renew for four (4) additional years.

Jefferson County reserves the right to accept a bid in whole or in part, whichever is deemed to be in the best interest of Jefferson County.

Prices quoted shall remain firm for one (1) year from date of award except in the case of an increase from the bidder's supplier, in which case the successful bidder will be allowed to adjust his price, provided written notice is submitted to the Purchasing Agent with copies of supplier's invoices to substantiate the request for adjustment. The adjustment must not be more than the next low bidder's price. In the event the adjustments exceed the next low bid, Jefferson County reserves the right to re-award to that bidder. Jefferson County also reserves the right to re-solicit if price proves to be unreasonable. **Requests for increase must be in writing to be considered. No increase will be allowed for the first 90 days of the contract. No more than six (6) increases per year will be honored.**

Samples

When requested, samples shall be furnished free of expense to Jefferson County for approval by user department.

Brand Name or Equal

List goods or services by brand name, model, and other identifying specifics, **except** for products that are equal to the characteristics of the named brand. Usually the composition of a brand name good and services are provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. **This method will be employed by Jefferson County Purchasing if – and only if – there is sound justification. The burden of justification will rest with the user department.**

Approximate Annual Usage

Items listed on pages 18-22 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an as-needed basis, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Delivery

Price quoted shall be F.O.B. delivered to various locations in Jefferson County with freight prepaid. Bidder bears freight charges. Vendor shall make deliveries between the hours of 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm, Monday through Friday.

Contract

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

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 continue with an option for up to a four (4) year period.**

General Specifications

The items listed below indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No.14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

I. Paper Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4				
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4				
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade:Premium #4				
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4				
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1				
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1				
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4				
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4				
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11				
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14				
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1				
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1				

Bid Form (Continued)

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4				
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4				
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark				
16	8½x14 100 lb. manila Springhill tag				
17	8x8 110 lb. Springhill index white				
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11				
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)				
20	#80 8½x11 Classic Crest Avon Brilliant White				
21	#80 8½x11 Classic Crest Avon Ivory				
22	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11				

Bid Form (Continued)

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
23	24 lb. catalog envelopes 10”x13” white woven				
24	28 lb. white catalog envelopes 9”x12”				
25	15”x10” brown kraft gummed flap document env. 32#				
26	#9 window envelopes – 24 lb. white wove				
27	#9 regular envelopes – 24 lb. white wove				
28	#10 window env. – 24 lb. white wove (hard boxes)				
29	#10 regular env. – 24 lb. white wove (hard boxes)				
30	#11 window envelopes – 28 lb. white wove				
31	#11 regular envelopes – 28 lb. white wove				
32	#12 window envelopes – 24 lb. white wove				
33	#12 regular envelopes – 24 lb. white wove				
34	#10 brown kraft envelopes – 28 lb.				
35	#12 brown kraft envelopes – 28 lb.				
36	#14 brown kraft envelopes – 28 lb.				
37	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)				

Bid Form (Continued)

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
38	8½x11 CFB white-black image long grain				
39	8½x14 CFB white-black image long grain				
40	8½x11 2-part black image carbonless reverse collated				
41	8½x11 Mead 3-part black image carbonless rev. coll.				
42	8½x11 Mead 4-part black image carbonless rev. coll.				
43	8½x11 Mead 5-part black image carbonless rev. coll.				
44	8½x14 Mead 2-part black image carbonless rev. coll.				
45	8½x14 Mead 3-part black image carbonless rev. coll.				
46	8½x14 Mead 4-part black image carbonless rev. coll.				
47	8½x14 Mead 5-part black image carbonless rev. coll.				
48	8½x11 Astro Bright Text, 60T				
49	8½x11 Astro Bright Cover, 65C				

Bid Form (Continued)

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock				

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

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.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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.

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 . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☐ I certify that _____ [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.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 14-017/JW

IFB Title: Term Contract for Road Building Materials for Jefferson County

IFB Due: **11:00 am CST, Tuesday, July 15, 2014**

Addendum No.: 3

Issued (Date): June 30, 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:

- **Revision to Minimum Specifications, page 13 as follows:** Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. ~~**MINIMUM ORDERS ARE NOT ACCEPTABLE.**~~ **Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

- **Clarification: As per the Bid Form, bids must be by cubic yards. Bids received not using cubic yards for measurement will be considered non-responsive.**

- **Revised Bid Form (Attached)**

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 McKague
Witness

Witness

Approved by ___ Date: 7/15/14

Authorized Signature (Bidder)

MATERIALS SALES MGR
Title of Person Signing Above

APAC - TEXAS
Typed Name of Business or Individual

P.O. Box 20779; Beaumont, TX
Address

Revised Bid Form – Addendum 3

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

I. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
			China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments				
	1.	Item 302 Type PB Gr 3	$ No BID per cubic yard	$ per cubic yard	$ per cubic yard
	2.	Item 302 Type PB Gr 4	$ per cubic yard	$ per cubic yard	$ per cubic yard
	3.	Item 302 Type PB Gr 4S	$ per cubic yard	$ per cubic yard	$ per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 4	$ 97.70 per cubic yard	$ 96.75 per cubic yard	$ 96.75 per cubic yard

IA. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
			Rosedale	Labelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 3	$ No BID per cubic yard	$ per cubic yard	$ per cubic yard	$ per cubic yard
	2.	Item 302 Type PB Gr 4	$ per cubic yard	$ per cubic yard	$ per cubic yard	$ per cubic yard
	3.	Item 302 Type PB Gr 4S	$ per cubic yard	$ per cubic yard	$ per cubic yard	$ per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 4S	$ 96.75 per cubic yard	$ 99.35 per cubic yard	$ 99.35 per cubic yard	$ 96.75 per cubic yard

~~Alternate Option for Special Orders (Shipped Via Truck) for Items I & IA (above)~~	~~Increased Flat Price Above Contract Cost $_____ per cubic yard~~

Revised Bid Form – Addendum 3 (Continued)

II. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10) ~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Flexible Base – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$NO BID per cubic yard	$_____ per cubic yard
2. 11 – 20 Miles	$_____ per cubic yard	$_____ per cubic yard
3. 21 – 30 Miles	$_____ per cubic yard	$_____ per cubic yard
4. 31+ Miles	$_____ per cubic yard	$_____ per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 PINE ST.	$N/B per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard

Hours of Hopper Operation: 7:AM - 4:PM

~~Alternate Option for Special Orders (Shipped Via Truck) for Item II (above)~~	~~Increased Flat Price Above Contract Cost $_____ per cubic yard~~

Revised Bid Form – Addendum 3 (Continued)

III. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Patching Material – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$ 223.50 per cubic yard	$ 222.80 per cubic yard
2. 11 – 20 Miles	$ 226.20 per cubic yard	$ 223.85 per cubic yard
3. 21 – 30 Miles	$ 229.35 per cubic yard	$ 225.10 per cubic yard
4. 31+ Miles	$ 231.70 per cubic yard	$ 227.30 per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860. PINE ST.	$ 218.50 per cubic yard
2. Port Neches		$ N/B per cubic yard
3. Port Arthur		$ per cubic yard
4. Other		$ per cubic yard
5. Other		$ per cubic yard
Hours of Hopper Operation: 7:AM – 4: PM		

~~**MINIMUM ORDERS ARE NOT ACCEPTABLE.**~~

Revised Bid Form – Addendum 3 (Continued)

IV. Cement Stabilized Base, Hopper Pick Up

A.	Item 276, Plant Mix, Class L, Crushed Stone		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ NO BID per cubic yard
	2. Port Neches		$_____ per cubic yard
	3. Port Arthur		$_____ per cubic yard
	4. Other		$_____ per cubic yard
	5. Other		$_____ per cubic yard
B.	**Item 276, Plant Mix, Class M, Crushed Stone**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ NO BID per cubic yard
	2. Port Neches		$_____ per cubic yard
	3. Port Arthur		$_____ per cubic yard
	4. Other		$_____ per cubic yard
	5. Other		$_____ per cubic yard
C.	**Item 401, Flowable Backfill**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ NO BID per cubic yard
	2. Port Neches		$_____ per cubic yard
	3. Port Arthur		$_____ per cubic yard
	4. Other		$_____ per cubic yard
	5. Other		$_____ per cubic yard
~~E.~~ **D.**	**Item 401, Flowable Backfill**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ NO BID per cubic yard
	2. Port Neches		$_____ per cubic yard
	3. Port Arthur		$_____ per cubic yard
	4. Other		$_____ per cubic yard
	5. Other		$_____ per cubic yard

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

Revised Bid Form – Addendum 3 (Continued)

V. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 Pine St.	$ 163.25 per cubic yard
2. Port Neches		$ No Bid per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation:		

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.

Location	Address	~~Price Per Cubic Yard Truck Shipping Point~~ Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 Pine St.	$ 163.25 per cubic yard
2. Port Neches		$ No Bid per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation: 7:AM - 4:PM		

~~**MINIMUM ORDERS ARE NOT ACCEPTABLE.**~~

Revised Bid Form – Addendum 3 (Continued)

VI. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont	860 PINE	$ 192.00 per cubic yard
2. Port Neches		$ No BID per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation: 7:AM - 4:PM		

VII. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County		
~~**Location**~~	~~**Address**~~	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Item 421 Class A		$ NO BID per cubic yard
2. Item 421 Class B		$ _____ per cubic yard
3. Item 421 Class S		$ _____ per cubic yard

~~**MINIMUM ORDERS ARE NOT ACCEPTABLE.**~~

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 6/23/14

Addendum 2 ✓ Date Received 6/24/14

Addendum 3 ✓ Date Received 6/30/14

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 14-017/JW

IFB Title: Term Contract for Road Building Materials for Jefferson County

IFB Due: **11:00 am CST, Tuesday, July 15, 2014**

Addendum No.: 2

Issued (Date): June 24, 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: Revised Bid Form (Attached)

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:

Melissa McKague
Witness

Witness

Approved by ___ Date: 7/15/14

Authorized Signature (Bidder)

MATERIALS SALES MGR
Title of Person Signing Above

APAC - TEXAS
Typed Name of Business or Individual

P.O. Box 20779; Beaumont, Tx
Address

Revised Bid Form – Addendum 2

MINIMUM ORDERS ARE NOT ACCEPTABLE.

I. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
			China Rd.	Viterbo Rd.	Boyt Rd.
A.	**Natural Limestone Rock Asphalt Aggregated for Surface Treatments**				
	1.	Item 302 Type PB Gr 3	$ No Bid per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard
	2.	Item 302 Type PB Gr 4	$ ——— per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard
	3.	Item 302 Type PB Gr 4S	$ ——— per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard
B.	**Precoated Rock Asphalt Aggregates for Surface Treatments**				
	1.	Item 302 Type PB Gr 4	$ 97.70 per cubic yard	$ 96.75 per cubic yard	$ 96.75 per cubic yard

IA. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
			Rosedale	Labelle	Hamshire	Hebert
A.	**Natural Limestone Rock Asphalt Aggregates for Surface Treatments**					
	1.	Item 302 Type PB Gr 3	$ No Bid per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard
	2.	Item 302 Type PB Gr 4	$ ——— per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard
	3.	Item 302 Type PB Gr 4S	$ ——— per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard	$ ——— per cubic yard
B.	**Precoated Rock Asphalt Aggregates for Surface Treatments**					
	1.	Item 302 Type PB Gr 4S	$ 96.75 per cubic yard	$ 99.35 per cubic yard	$ 99.35 per cubic yard	$ 96.75 per cubic yard

Alternate Option for Special Orders (Shipped Via Truck) for Items I & IA (above)	Increased Flat Price Above Contract Cost $_____ per cubic yard

Revised Bid Form – Addendum 2 (Continued)

II. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10) MINIMUM ORDERS ARE NOT ACCEPTABLE.

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Flexible Base – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$ NO BID per cubic yard	$ per cubic yard
2. 11 – 20 Miles	$ per cubic yard	$ per cubic yard
3. 21 – 30 Miles	$ per cubic yard	$ per cubic yard
4. 31+ Miles	$ per cubic yard	$ per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	8600 PINE	$ NO BID per cubic yard
2. Port Neches		$ per cubic yard
3. Port Arthur		$ per cubic yard
4. Other		$ per cubic yard
5. Other		$ per cubic yard

Hours of Hopper Operation: 7:AM – 4:PM

Alternate Option for Special Orders (Shipped Via Truck) for Item II (above)	Increased Flat Price Above Contract Cost $_____ per cubic yard

Revised Bid Form – Addendum 2 (Continued)

III. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Patching Material – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$ 223.50 per cubic yard	$ 222.80 per cubic yard
2. 11 – 20 Miles	$ 226.20 per cubic yard	$ 223.85 per cubic yard
3. 21 – 30 Miles	$ 229.35 per cubic yard	$ 225.10 per cubic yard
4. 31+ Miles	$ 231.70 per cubic yard	$ 227.30 per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 PINE	$ 218.50 per cubic yard
2. Port Neches		$ NO BID per cubic yard
3. Port Arthur		$ per cubic yard
4. Other		$ per cubic yard
5. Other		$ per cubic yard
Hours of Hopper Operation:		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Revised Bid Form – Addendum 2 (Continued)

IV. Cement Stabilized Base, Hopper Pick Up

A.	Item 276, Plant Mix, Class L, Crushed Stone		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ No Bid per cubic yard
	2. Port Neches		$_____ per cubic yard
	3. Port Arthur		$_____ per cubic yard
	4. Other		$_____ per cubic yard
	5. Other		$_____ per cubic yard
B.	**Item 276, Plant Mix, Class M, Crushed Stone**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ No Bid per cubic yard
	2. Port Neches		$_____ per cubic yard
	3. Port Arthur		$_____ per cubic yard
	4. Other		$_____ per cubic yard
	5. Other		$_____ per cubic yard
C.	**Item 401, Flowable Backfill**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ No Bid per cubic yard
	2. Port Neches		$_____ per cubic yard
	3. Port Arthur		$_____ per cubic yard
	4. Other		$_____ per cubic yard
	5. Other		$_____ per cubic yard
~~E.~~ **D.**	**Item 401, Flowable Backfill**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ No Bid per cubic yard
	2. Port Neches		$_____ per cubic yard
	3. Port Arthur		$_____ per cubic yard
	4. Other		$_____ per cubic yard
	5. Other		$_____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Revised Bid Form – Addendum 2 (Continued)

V. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 Pine St.	$ 163.25 per cubic yard
2. Port Neches		$ No Bid per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation:		

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.

Location	Address	~~Price Per Cubic Yard Truck Shipping Point~~ Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 Pine St.	$ 163.25 per cubic yard
2. Port Neches		$ No Bid per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation: 7:AM – 4:PM		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Revised Bid Form – Addendum 2 (Continued)

VI. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont	860 PINE ST.	$ 192.00 per cubic yard
2. Port Neches		$ No BID per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation:		

VII. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County		
~~**Location**~~	~~**Address**~~	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Item 421 Class A		$ No BID per cubic yard
2. Item 421 Class B		$ _____ per cubic yard
3. Item 421 Class S		$ _____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 6/23/14

Addendum 2 ✓ Date Received 6/24/14

Addendum 3 ✓ Date Received 6/30/14

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number:	IFB 14-017/JW
IFB Title:	Term Contract for Road Building Materials for Jefferson County
IFB Due:	**11:00 am CST, Tuesday, July 15, 2014**
Addendum No.:	1
Issued (Date):	June 23, 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: Revised Bid Form (Attached)

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: 7/15/14

Authorized Signature (Bidder)

MATERIALS SALES MGR
Title of Person Signing Above

APAC-TEXAS
Typed Name of Business or Individual

P.O. Box 20719
Address

Revised Bid Form – Addendum 1

I. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
			China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments				
	1.	Item 302 Type PB Gr 3	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
	2.	Item 302 Type PB Gr 4	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
	3.	Item 302 Type PB Gr 4S	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 4	$ 97.70 per cubic yard	$ 96.75 per cubic yard	$ 96.75 per cubic yard

IA. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
			Rosedale	Labelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 3	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
	2.	Item 302 Type PB Gr 4	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
	3.	Item 302 Type PB Gr 4S	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 4S	$ 96.75 per cubic yard	$ 99.35 per cubic yard	$ 99.35 per cubic yard	$ 96.75 per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Revised Bid Form – Addendum 1 (Continued)

II. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Flexible Base – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$ N/B per cubic yard	$ N/B per cubic yard
2. 11 – 20 Miles	$ N/B per cubic yard	$ N/B per cubic yard
3. 21 – 30 Miles	$ N/B per cubic yard	$ N/B per cubic yard
4. 31+ Miles	$ N/B per cubic yard	$ N/B per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 PINE ST	$ N/B per cubic yard
2. Port Neches		$ N/B per cubic yard
3. Port Arthur		$ N/B per cubic yard
4. Other		$ N/B per cubic yard
5. Other		$ N/B per cubic yard

Hours of Hopper Operation: 7AM TO 4PM

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Revised Bid Form – Addendum 1 (Continued)

III. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Patching Material – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$223.50 per cubic yard	$222.80 per cubic yard
2. 11 – 20 Miles	$226.20 per cubic yard	$223.85 per cubic yard
3. 21 – 30 Miles	$229.35 per cubic yard	$225.10 per cubic yard
4. 31+ Miles	$231.70 per cubic yard	$227.30 per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 PINE ST.	$218.50 per cubic yard
2. Port Neches		$N/B per cubic yard
3. Port Arthur		$N/B per cubic yard
4. Other		$N/B per cubic yard
5. Other		$N/B per cubic yard

Hours of Hopper Operation: 7AM TO 4PM

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Revised Bid Form – Addendum 1 (Continued)

IV. Cement Stabilized Base, Hopper Pick Up

A.	Item 276, Plant Mix, Class L, Crushed Stone		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ N/B per cubic yard
	2. Port Neches		$ _____ per cubic yard
	3. Port Arthur		$ _____ per cubic yard
	4. Other		$ _____ per cubic yard
	5. Other		$ _____ per cubic yard
B.	**Item 276, Plant Mix, Class M, Crushed Stone**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ N/B per cubic yard
	2. Port Neches		$ _____ per cubic yard
	3. Port Arthur		$ _____ per cubic yard
	4. Other		$ _____ per cubic yard
	5. Other		$ _____ per cubic yard
C.	**Item 401, Flowable Backfill**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ N/B per cubic yard
	2. Port Neches		$ _____ per cubic yard
	3. Port Arthur		$ _____ per cubic yard
	4. Other		$ _____ per cubic yard
	5. Other		$ _____ per cubic yard
~~E.~~ **D.**	**Item 401, Flowable Backfill**		
	Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
	1. Beaumont		$ N/B per cubic yard
	2. Port Neches		$ _____ per cubic yard
	3. Port Arthur		$ _____ per cubic yard
	4. Other		$ _____ per cubic yard
	5. Other		$ _____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Revised Bid Form – Addendum 1 (Continued)

V. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	8600 PINE ST.	$ 163.25 per cubic yard
2. Port Neches		$ N/B per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation:		

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.

Location	Address	~~Price Per Cubic Yard Truck Shipping Point~~ Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	8600 PINE ST	$ 163.25 per cubic yard
2. Port Neches		$ N/B per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation:		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Revised Bid Form – Addendum 1 (Continued)

VI. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont	860 Pine St	$ 192.00 per cubic yard
2. Port Neches		$ N/B per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation:		

VII. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County		
~~**Location**~~	~~**Address**~~	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Item 421 Class A		$ N/B per cubic yard
2. Item 421 Class B		$ _____ per cubic yard
3. Item 421 Class S		$ _____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 6/23/14

Addendum 2 ✓ Date Received 6/24/14

Addendum 3 ✓ Date Received 6/30/14

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3, _____.

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

APAC - TEXAS
Company Name

P.O. Box 20779
Address

BEAUMONT TX 77720
City State Zip

Signature of Person Authorized to Sign

REBECCA RUTLEDGE
Printed Name

MATERIALS SALES MANAGER
Title

For clarification of this offer, contact:

REBECCA RUTLEDGE
Name

4092842600 4098661032
Phone Fax

rhrutledge@apac.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-017/JW, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

_____ _____

Jeff R. Branick
County Judge

Date

_____

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

I. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
			China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments:				
	1.	Item 302 Type PB Gr 3	$ NO BID per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
	2.	Item 302 Type PB Gr 4	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
	3.	Item 302 Type PB Gr 4S	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments:				
	1.	Item 302 Type PB Gr 4	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard

IA. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
			Rosedale	LaBelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 3	$NO BID per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
	2.	Item 302 Type PB Gr 4	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
	3.	Item 302 Type PB Gr 4S	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard	$ N/B per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 4S	$ 96.75 per cubic yard	$ 99.35 per cubic yard	$ 99.35 per cubic yard	$ 96.75 per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

II. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Flexible Base – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$ NO BID per cubic yard	$ N/B per cubic yard
2. 11 – 20 Miles	$ N/B per cubic yard	$ N/B per cubic yard
3. 21 – 30 Miles	$ N/B per cubic yard	$ N/B per cubic yard
4. 31+ Miles	$ N/B per cubic yard	$ N/B per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 PINE ST.	$ N/B per cubic yard
2. Port Neches		$ _____ per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard

Hours of Hopper Operation: 7AM TO 4PM

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

III. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Patching Material – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$ 223.50 per cubic yard	$ 222.80 per cubic yard
2. 11 – 20 Miles	$ 226.20 per cubic yard	$ 223.85 per cubic yard
3. 21 – 30 Miles	$ 229.35 per cubic yard	$ 225.10 per cubic yard
4. 31+ Miles	$ 231.70 per cubic yard	$ 227.30 per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	860 PINE ST.	$ 218.50 per cubic yard
2. Port Neches		$ N/B per cubic yard
3. Port Arthur		$ per cubic yard
4. Other		$ per cubic yard
5. Other		$ per cubic yard
Hours of Hopper Operation: 7:AM TO 4:PM		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

IV. Cement Stabilized Base, Hopper Pick Up

A. Item 276, Plant Mix, Class L, Crushed Stone		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$ NO BID per cubic yard
2. Port Neches		$ N/B per cubic yard
3. Port Arthur		$ N/B per cubic yard
4. Other		$ N/B per cubic yard
5. Other		$ N/B per cubic yard
B. Item 276, Plant Mix, Class M, Crushed Stone		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$ NO BID per cubic yard
2. Port Neches		$ N/B per cubic yard
3. Port Arthur		$ N/B per cubic yard
4. Other		$ N/B per cubic yard
5. Other		$ N/B per cubic yard
C. Item 401, Flowable Backfill		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont	8600 PINE ST.	$ NO BID per cubic yard
2. Port Neches		$ per cubic yard
3. Port Arthur		$ per cubic yard
4. Other		$ per cubic yard
5. Other		$ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

IV. Cement Stabilized Base, Hopper Pick Up – Continued

E. Item 401, Flowable Backfill		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$NO BID per cubic yard
2. Port Neches		$NO BID per cubic yard
3. Port Arthur		$NO BID per cubic yard
4. Other		$NO BID per cubic yard
5. Other		$NO BID per cubic yard

V. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont	860 PINE ST.	$163.25 per cubic yard
2. Port Neches		$N/B per cubic yard
3. Port Arthur		$ per cubic yard
4. Other		$ per cubic yard
5. Other		$ per cubic yard
Hours of Hopper Operation: 7:AM TO 4:PM		

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.		
Location	**Address**	**Price Per Cubic Yard Truck Shipping Point**
1. Beaumont	860 PINE ST.	$163.25 per cubic yard
2. Port Neches		$N/B per cubic yard
3. Port Arthur		$ per cubic yard
4. Other		$ per cubic yard
5. Other		$ per cubic yard
Hours of Hopper Operation: 7:AM TO 4:PM		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

VI. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont	860 PINE ST.	$ 192.00 per cubic yard
2. Port Neches		$ NO BID per cubic yard
3. Port Arthur		$ N/B per cubic yard
4. Other		$ N/B per cubic yard
5. Other		$ N/B per cubic yard
Hours of Hopper Operation: 7:AM TO 4:PM		

VII. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Item 421 Class A		$ NO BID per cubic yard
2. Item 421 Class B		$ N/B per cubic yard
3. Item 421 Class S		$ N/B per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 6/23/14

Addendum 2 ✓ Date Received 6/24/14

Addendum 3 ✓ Date Received 6/30/14

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Orange County

Address: P.O. Box 399; Orange, TX

Contact Person and Title: Clark Slacum; County Engineer

Phone: (409) 882 7905 Fax: (409) 670 4106

Contract Period: 4/1/14 - 9/30/14 Scope of Work: Road Material Contract

REFERENCE TWO

Government/Company Name: Hardin County

Address: P.O. Box 850; Kountze, TX

Contact Person and Title: Jackie Ellis

Phone: (409) 246 5123 Fax: (409) 246 3208

Contract Period: May - Oct. 2014 Scope of Work: Road Material Contract

REFERENCE THREE

Government/Company Name: City of Beaumont

Address: P.O. Box 3851; Beaumont, Tx 77704

Contact Person and Title: Dr. Joe Majdalani, PE

Phone: (409) 880 3725 Fax: (409) 880 3732

Contract Period: 6/14 - 12/14 Scope of Work: Road Material Contract

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 Bidder (Entity Name)	Rebecca Rutledge Signature
PO Box 20779 Street & Mailing Address	REBECCA RUTLEDGE Print Name
Beaumont, TX 77720 City, State & Zip	7/14/14 Date Signed
(409) 284 2600 Telephone Number	(409) 866 1032 Fax Number

rhrutledge@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

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

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

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

OFFICE USE ONLY

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

REBECCA RUTLEDGE

2. ☑ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

NONE

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

NONE

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

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

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

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

   NONE

7.

Signature of person doing business with the governmental entity — Date: 7/14/14

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

REBECCA RUTLEDGE
Printed Name of Authorized Representative

Signature

MATERIALS SALES MGR
Title

7/14/14
Date

Bidder Shall Return Completed Form with Offer.

WE WILL SELF PERFORM MATERIAL DELIVERIES & PRODUCTION

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: APAC-TEXAS HUB: p Yes p No

Address: P.O. Box 20779 Beaumont TX 77720
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: APAC - Texas HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): _____

Address: PO Box 20779 Beaumont TX 77720
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: NO OPPORTUNITIES FOR SUB-CONTRACTORS

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

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): REBECCA RUTLEDGE

Title: MATERIALS SALES MANAGER

Signature: Rebecca Rutledge

Date: 7/14/14

E-mail address: rhrutledge@apac.com

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

Name (print or type): ASHLEY BAILEY

Title: ACCOUNTS RECEIVABLE

Date: 7/14/14

E-mail address: ashley.bailey@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 [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.):	1-58-140-1466-601
Company Name submitting bid/proposal:	APAC - TEXAS, INC.
Mailing address:	P.O. Box 20779; BEAUMONT, TX 77720
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**
7000000/027175	12907 Hwy 90; BEAUMONT, TX 77713
231218-000-02400-00000-9	WASHINGTON BLVD @ 14-10

* 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 Rebecca Ruttledge (name), who

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

"I, Rebecca Ruttledge (name) am a duly authorized officer of/agent

for APAC-Texas (name of firm) and have been duly authorized to execute the

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

P.O. Box 20779; Beaumont, TX 77720

Fax: 409 866 1032 Telephone# 409 284 2600

by: Rebecca Ruttledge (print name) Title: Materials Sales Mgr

Signature: Rebecca Rut

SUBSCRIBED AND SWORN to before me by the above-named

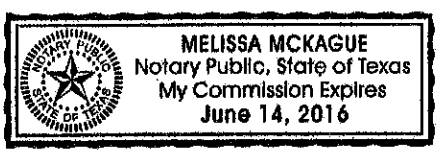
_____ on

this the 15th day of July, 2014.

Melissa McKague

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.



apac
P.O. Box 20779 Beaumont, Texas 77720

TERM CONTRACT FOR ROAD N.A

IFB 14-017 / JW

11:AM 7/15/14

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

June 9, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-017/JW, Term Contract for Road Building Materials for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. 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.

BID NAME:	**Term Contract for Road Building Materials for Jefferson County**
BID NO:	**IFB 14-017/JW**
DUE DATE/TIME:	**11:00 AM CST, Tuesday, July 15, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 11th & June 18th, 2014

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 14-017/JW

IFB Title: Term Contract for Road Building Materials for Jefferson County

IFB Due: **11:00 am CST, Tuesday, July 15, 2014**

Addendum No.: 3

Issued (Date): June 30, 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:

- **Revision to Minimum Specifications, page 13 as follows:** Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. ~~**MINIMUM ORDERS ARE NOT ACCEPTABLE.**~~ **Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

- **Clarification: As per the Bid Form, bids must be by cubic yards. Bids received not using cubic yards for measurement will be considered non-responsive.**

- **Revised Bid Form (Attached)**

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: _____

Authorized Signature (Bidder)

Special Projects Manager
Title of Person Signing Above

Knife River
Typed Name of Business or Individual

4825 Romeda Rd, Beaumont, Texas 77705
Address

Revised Bid Form – Addendum 3

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

I. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
			China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments				
	1.	Item 302 Type PB Gr 3	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
	2.	Item 302 Type PB Gr 4	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
	3.	Item 302 Type PB Gr 4S	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 4	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard

IA. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
			Rosedale	Labelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 3	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
	2.	Item 302 Type PB Gr 4	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
	3.	Item 302 Type PB Gr 4S	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 4S	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard

~~Alternate Option for Special Orders (Shipped Via Truck) for Items I & IA (above)~~	~~Increased Flat Price Above Contract Cost $_____ per cubic yard~~

Revised Bid Form – Addendum 3 (Continued)

II. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10) ~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Cubic Yard, Tandem Dump	**Price per Cubic Yard, Trailer**
Flexible Base – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$_____ per cubic yard	$_____ per cubic yard
2. 11 – 20 Miles	$_____ per cubic yard	$_____ per cubic yard
3. 21 – 30 Miles	$_____ per cubic yard	$_____ per cubic yard
4. 31+ Miles	$_____ per cubic yard	$_____ per cubic yard

B. Hopper Pick-Up		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

~~Alternate Option for Special Orders (Shipped Via Truck) for Item II (above)~~	~~Increased Flat Price Above Contract Cost $_____ per cubic yard~~

Revised Bid Form – Addendum 3 (Continued)

III. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Cubic Yard, Tandem Dump	**Price per Cubic Yard, Trailer**
Patching Material – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$_____ per cubic yard	$_____ per cubic yard
2. 11 – 20 Miles	$_____ per cubic yard	$_____ per cubic yard
3. 21 – 30 Miles	$_____ per cubic yard	$_____ per cubic yard
4. 31+ Miles	$_____ per cubic yard	$_____ per cubic yard

B. Hopper Pick-Up		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

Revised Bid Form – Addendum 3 (Continued)

IV. Cement Stabilized Base, Hopper Pick Up

A.	Item 276, Plant Mix, Class L, Crushed Stone 300 PSI RM	
	Location	Address	Price Per Cubic Yard ~~XXXXXXXXX~~ Ton F.O.B. Truck Shipping Point
	1. Beaumont	2155 7th St. Beaumont	$ 32.00 per ~~cubic yard~~ XXXXXX ton RM
	2. Port Neches		$ _____ per cubic yard
	3. Port Arthur		$ _____ per cubic yard
	4. Other		$ _____ per cubic yard
	5. Other		$ _____ per cubic yard

B.	Item 276, Plant Mix, Class M, Crushed Stone 175 PSI RM	
	Location	Address	Price Per ~~Cubic Yard~~ XXXXXXXXX Ton RM F.O.B. Truck Shipping Point
	1. Beaumont	2155 7th St., Beaumont	$ 29.00 per cubic yard XXXXX Ton RM
	2. Port Neches		$ _____ per cubic yard
	3. Port Arthur		$ _____ per cubic yard
	4. Other		$ _____ per cubic yard
	5. Other		$ _____ per cubic yard

C.	Item 401, Flowable Backfill Mix# 100/200 Flo Fill	
	Small Load Charge Less Than 6 Yards $150.00/trip RM	
	Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
	1. Beaumont		$ 64.00 per cubic yard
	2. Port Neches		$ ~~64.00~~ per cubic yard
	3. Port Arthur		$ 64.00 per cubic yard
	4. Other		$ _____ per cubic yard
	5. Other		$ _____ per cubic yard

~~E.~~ D.	Item 401, Flowable Backfill Mix # 100/200 Flo Fill	
	Location	Small Load Charge Less Than 6/cy $150.00/trip Address RM	Price Per Cubic Yard F.O.B. Truck Shipping Point
	1. Beaumont		$ 64.00 per cubic yard
	2. Port Neches		$ 64.00 per cubic yard
	3. Port Arthur		$ 64.00 per cubic yard
	4. Other		$ _____ per cubic yard
	5. Other		$ _____ per cubic yard

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

Revised Bid Form – Addendum 3 (Continued)

V. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.

Location	Address	~~Price Per Cubic Yard Truck Shipping Point~~ Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

~~**MINIMUM ORDERS ARE NOT ACCEPTABLE.**~~

Revised Bid Form – Addendum 3 (Continued)

VI. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

VII. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County		
~~Location~~	~~Address~~	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Item 421 Class A		$ 89.00 per cubic yard
2. Item 421 Class B		$ 85.00 per cubic yard
3. Item 421 Class S		$ 93.00 per cubic yard

Minimum Load Charge Less Than 6/cy-$150.00/trip

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

Proper Washout area or receptacles must be furnished. Enviromental Fee applies if not provided. $100.00/each load

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 6/23/14

Addendum 2 ~~X~~ Date Received ~~6/24/14~~

Addendum 3 ~~X~~ Date Received ~~6/30/14~~

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3, _____.

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

Knife River
Company Name

4825 Romeda Rd
Address

Beaumont, Tx. 77705
City State Zip

Signature of Person Authorized to Sign

Larry C. Rougeau
Printed Name

Special Projects Manager
Title

For clarification of this offer, contact:

Larry C. Rougeau
Name

409-842-2100 409-842-9393
Phone Fax

larry.rougeau@kniferiver.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-017/JW, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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 Drainage # 6

Address: P.O. Box 20078

Contact Person and Title: Richard LeBlanc-Mgr.

Phone: 409-842-1818 Fax: 409-842-2729

Contract Period: Current Scope of Work:

REFERENCE TWO

Government/Company Name: Jefferson County

Address: 1145 Pearl

Contact Person and Title: Purchasing

Phone: 409-835-8593 Fax: 409-835-8450

Contract Period: Current Scope of Work:

REFERENCE THREE

Government/Company Name: City of Beaumont

Address: P.O. Box 3827

Contact Person and Title: Purchasing

Phone: 409-880-3789 Fax: 409-880-3747

Contract Period: Current Scope of Work:

Bidder Shall Return Completed Form with Offer.

Signature Page

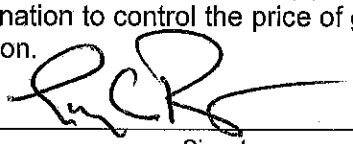
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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** [XX] **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.

Knife River	
Bidder (Entity Name)	Signature
4825 Romeda Road	Larry C. Rougeau
Street & Mailing Address	Print Name
Beaumont, Tx. 77705	7-14-14
City, State & Zip	Date Signed
409-842-2100	409-842-9393
Telephone Number	Fax Number
larry.rougeau@kniferiver.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

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

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

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

OFFICE USE ONLY

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

Larry C. Rougeau % Knife River

2. ☒ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

NA

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.

NA

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:

   NA

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

   NA

7.

Signature of person doing business with the governmental entity — Date: 7-14-14

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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.

Larry C. Rougeau
Printed Name of Authorized Representative

Signature

Special Projects Manager
Title

7-14-14
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: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Larry C. Rougeau/Knife River		7-14-14
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Larry C. Rougeau

Title: Special Projects Manager

Signature: [signature]

Date: 7-14-14

E-mail address: larry.rougeau@kniferiver.com

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

Name (print or type): Glenda Foy

Title: AR Clerk

Date: 7-14-14

E-mail address: glenda.foy@kniferiver.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 Knife River [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.):	74-2656761
Company Name submitting bid/proposal:	Knife River
Mailing address:	P.O. Box 20257, Beaumont, Tx. 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Larry Rougeau (name), who

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

"I, Diana Greenbank (name) am a duly authorized officer of/agent

for Knife River Corp. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Knife River Corp. (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: Knife River Corporation

P.O. Box 20257 Beaumont Tx 77720

Fax: (409) 842-9393 Telephone# (409) 842-2100

by: Larry Rougeau (print name) Title: Special Projects Manager

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Larry Rougeau on

this the 15 day of July, 2014.

Diana Greenbank

Notary Public in and for

the State of Texas

DIANA GREENBANK NOTARY PUBLIC STATE OF TEXAS EXPIRES 6-4-2017

Bidder Shall Return Completed Form with Offer.

Knife River Corporation
P.O. Box 20257
Beaumont, TX 77720

Jefferson County Purchasing Dept.
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bid Name: Term Contract for Road Building Materials for Jefferson County
Bid No: IFB 14-017/JW

07-15-14 A09:34 RCVD

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Martin Marietta Materials
Company Name

505 Orleans, Suite 200
Address

Beaumont, TX 77701
City State Zip

Signature of Person Authorized to Sign

Bill Kelley
Printed Name

Sales Representative
Title

For clarification of this offer, contact:

Bill Kelley
Name

409-835-4033 409-654-3312
Phone Fax

william.kelley@martinmarietta.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-017/JW, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

I. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
			China Rd.	Viterbo Rd.	Boyt Rd.
A.	**Natural Limestone Rock Asphalt Aggregated for Surface Treatments:**				
	1.	Item 302 Type PB Gr 3	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
	2.	Item 302 Type PB Gr 4	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
	3.	Item 302 Type PB Gr 4S	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
B.	**Precoated Rock Asphalt Aggregates for Surface Treatments:**				
	1.	Item 302 Type PB Gr 4	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard

IA. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
			Rosedale	LaBelle	Hamshire	Hebert
A.	**Natural Limestone Rock Asphalt Aggregates for Surface Treatments**					
	1.	Item 302 Type PB Gr 3	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
	2.	Item 302 Type PB Gr 4	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
	3.	Item 302 Type PB Gr 4S	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard
B.	**Precoated Rock Asphalt Aggregates for Surface Treatments**					
	1.	Item 302 Type PB Gr 4S	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard	$_____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

II. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per ~~Cubic Yard~~ TON Tandem Dump	**Price per ~~Cubic Yard~~ TON Trailer**
Flexible Base – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$ 28.35 TON ~~per cubic yard~~	$ 27.15 TON ~~per cubic yard~~
2. 11 – 20 Miles	$ 30.70 TON ~~per cubic yard~~	$ 27.50 TON ~~per cubic yard~~
3. 21 – 30 Miles	$ 32.20 TON ~~per cubic yard~~	$ 28.95 TON ~~per cubic yard~~
4. 31+ Miles	$ 33.95 TON ~~per cubic yard~~	$ 32.25 TON ~~per cubic yard~~

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$ 23.00 TON ~~per cubic yard~~
2. Port Neches		$ _____ per cubic yard
3. Port Arthur		$ 23.00 TON ~~per cubic yard~~
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation:		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

III. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Cubic Yard, Tandem Dump	**Price per Cubic Yard, Trailer**
Patching Material – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$_____ per cubic yard	$_____ per cubic yard
2. 11 – 20 Miles	$_____ per cubic yard	$_____ per cubic yard
3. 21 – 30 Miles	$_____ per cubic yard	$_____ per cubic yard
4. 31+ Miles	$_____ per cubic yard	$_____ per cubic yard

B. Hopper Pick-Up		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

IV. Cement Stabilized Base, Hopper Pick Up

4% CEMENT STABILIZED BASE

A. Item 276, Plant Mix, Class L, Crushed Stone		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$ 29.50 TON ~~per cubic yard~~
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
B. Item 276, Plant Mix, Class M, Crushed Stone	2% CEMENT STABILIZED BASE	
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$ 28.50 TON ~~per cubic yard~~
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
C. Item 401, Flowable Backfill	50/250 FLOWFILL	
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$ 80.00 per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$ 80.00 per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

IV. Cement Stabilized Base, Hopper Pick Up – Continued

E. Item 401, Flowable Backfill 50/250 FLOWFILL		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$ 80.00 per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$ 80.00 per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard

V. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.		
Location	**Address**	**Price Per Cubic Yard Truck Shipping Point**
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

VI. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

VII. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Item 421 Class A		$ 88.00 per cubic yard
2. Item 421 Class B		$ 84.00 per cubic yard
3. Item 421 Class S		$ 92.00 per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: P.O. Box 3827 Beaumont, TX 77704-3827

Contact Person and Title: Patrick Bardwell Purchasing Manager

Phone: 409-880-3720 Fax: 409-880-3747

Contract Period: 2013/2014 Scope of Work: Concrete & Stab. Base

REFERENCE TWO

Government/Company Name: City of Port Arthur

Address: P.O. Box 1089, Port Arthur, TX 77641

Contact Person and Title: Shawna Tubbs, Purchasing Agent

Phone: 409-983-8160 Fax: 409-983-8291

Contract Period: 2013/2014 Scope of Work: Road Building Materials

REFERENCE THREE

Government/Company Name: Jefferson County Drainage District #6

Address: 6550 Walden Road, Beaumont, TX 77720

Contact Person and Title: Stephen LeBlanc, Project Inspector

Phone: 409-842-1818 Fax: 409-842-2729

Contract Period: 2014 Scope of Work: Concrete & Materials

Bidder Shall Return Completed Form with Offer.

Signature Page

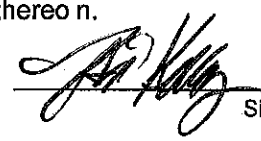
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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 thereo n.

Martin Marietta Materials	
Bidder (Entity Name)	Signature
P.O. Box 5187 505 Orleans, Suite 200	Bill Kelley
Street & Mailing Address	Print Name
Beaumont, TX 77726 77701	7/14/2014
City, State & Zip	Date Signed
409-835-4933	409-654-3312
Telephone Number	Fax Number
william.kelley@martinmarietta.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

N/A

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
2. ☐ Check this box is you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
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.	

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 . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

N/A

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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 Martin Marietta Materials [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.):	56-1848578
Company Name submitting bid/proposal:	Martin Marietta Materials
Mailing address:	P.O. Box 5187, Beaumont, TX 77726-5187
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Bill Kelley (name), who

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

"I, Bill Kelley (name) am a duly authorized officer of/agent

for Martin Marietta Materials (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Martin Marietta Materials (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: Martin Marietta Materials
505 Orleans, Suite 200, Beaumont, TX 77701

Fax: 409-654-3312 Telephone# 409-835-4933

by: Bill Kelley (print name) Title: Sales Representative

Signature:

SUBSCRIBED AND SWORN to before me by the above-named
Bill Kelley Sales Rep on

this the 14th day of July, 2 014.

Ami Sue Dorn
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

AMI SUE DORN
Notary Public, State of Texas
My Commission Expires
July 07, 2016

TRIAD
RETAIL CONSTRUCTION, INC.
2206 O'Day Pearland, Texas 77581
Tel: 281.485-4700 Fax: 281.485.7722

JOINT CHECK AGREEMENT

GENERAL CONTRACTOR:

Triad Construction, Inc.
2206 O'Day Road
Pearland, Texas 77581

PROJECT:

Eyeglass World
4205 Dowlen
Beaumont, Tx 77706
TRCI Job # 5407

Foremost Concrete Constructors and TXI do hereby authorize Triad to issue joint check payments in consideration of materials, labor, equipment and/or credit furnished to the above referenced project in accordance with the terms and conditions of the ~~contract agreement between General and Subcontractor~~. ~~TXI assigns any personal guarantee from the owners of Foremost Concrete Constructors up to the amount paid by Triad under this joint check agreement and will execute any documents required to perform this assignment.~~ It is expressly understood that Triad Construction, Inc. is no more obligated by this agreement than to the extent of the terms and conditions of the original contract. TXI Invoice

SUBCONTRACTOR:

Foremost Concrete Constructors

By: _____ Date _____

JOINT CHECK RECIPIENT (Vendor/Supplier):

TXI

By: Johnny Phillips Date 2/10/14

Amount not to exceed: $ 1200.00

Mailing Instructions:

Please have TXI complete this page:

The Joint Check will need to be endorsed by Foremost Concrete Constructors. The check will be sent directly to you so that you can take care of the endorsement.

Company Name: TXI Operations LP
ATTN: Ami Doan
Address: 505 Orleans Ste #200

City, State, Zip: Beaumont, Tx 77701
Telephone/Fax: 409.981.1376

NOTE: This check will be sent via regular mail unless you provide us with an account number to use. The couriers that pick up in our building are: Federal Express, Airborne, and UPS.

Please ship via:
- [x] regular mail
- [ ] UPS (acct. # _____)
- [ ] FedEx (acct. # _____)

Form Filled out by:

Ami Doan
By: Ami Doan
(Print name)
Date: 7/14/14

MARTIN MARIETTA MATERIALS
505 ORLEANS, SUITE 200
BEAUMONT, TX 77701

07-15-14 A09:13 RCVD

JEFFERSON COUNTY PURCHASING
TERM CONTRACT FOR ROAD BLDG
MTLS FOR JEFF CTY
SEALED BID: IFB 14-017/JW

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

June 9, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-017/JW, Term Contract for Road Building Materials for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. 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.

BID NAME:	**Term Contract for Road Building Materials for Jefferson County**
BID NO:	**IFB 14-017/JW**
DUE DATE/TIME:	**11:00 AM CST, Tuesday, July 15, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 11th & June 18th, 2014

IFB 14-017/JW
Term Contract for Road Building Materials for Jefferson County
Bids due: 11:00 AM CST, Tuesday, July 15, 2014

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing 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 Bid Number, Bid Name, Due Date, and the bidder's name and address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

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

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in

person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing 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 change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted,

and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and

packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

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

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

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

4. Contract

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

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

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

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

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

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

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages

received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-017/JW.

Scope

Vendor shall provide Road Building Materials for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

Instructions to Bidders

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

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

The County shall reserve the right to waive bid informalities, to reject any or all bids, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

Reference is made to 2004 TxDOT Standard Specifications for measurement of the various items bid.

Alternate bids are not solicited. **Add nothing to this bid**; unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Road Building Material during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Road Building Materials are listed below.

Natural Limestone Rock Asphalt Aggregate for Surface Treatment	Item 302 Type PB Gr 3 Item 302 Type PB Gr 4 Item 302 Type PB Gr 4S	2,500 tons 32,200 tons 2,800 tons
Pre-coated Rock Asphalt Aggregates for Surface Treatment	Item 302 Type PB Gr 4	5,777.14 tons
Item 247, Flexible Base (Supplier shall provide loose weight in lbs./c.y.). These items, which are published in the TXDOT Standard Specifications.	Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10)	6,174.47 tons
Hot Mix Cold Laid Asphaltic Concrete Pavement	Item 334 Type "D"	390.72 tons
Hot Mix Asphaltic Concrete Pavement	Item 340 Type "D"	1,826.39 tons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by cubic yard or by gallon, as indicated on the bid form.

Truck Delivery: Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the five (5) county delivery points listed below shall be price per ~~ton~~ cubic yard, per mile.

Precinct 1 Stockpile	China Service Center
Precinct 2 Stockpile	Viterbo Road
Precinct 2 Storage Yard	LaBelle Road & Hwy. 365
Precinct 3 Stockpile	Hwy. 124, Hamshire
Precinct 4 Stockpile	Boyt Road

Hopper bids shall list city and address of hopper location as well as hours of operation. Bidders desiring to quote materials loaded onto trucks from barges may list their locations under the Hopper pickup caption.

Texas State Department of Transportation Standard Specification (2004), with the exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax the form letter provided by the County within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL (STOCKPILE STORAGE)

Description

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

Materials

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

Tests on SCM I:	
Flash Point (Test Method Tex-512-C):	79°C Minimum
Water (Test Method Tex-501C):	0.2% Maximum
Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):	500 to 1,000
Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C.	

	Minimum	**Maximum**
Off at 225C	0	0
Off at 260C	0	0.5
Off at 315C	20	60
Residue at 360C, Volume %	76	

Tests on Distillation Residue:	
Penetration at 25C, 150g, 5 sec.[1]	180 Minimum
Ductility at 4C, 1 cm/min (Test Method Tex-503-C):	100 cm Minimum
Solubility in Trichloroethylene (Test Method Tex-507-C):	99% Minimum

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

[1] ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.

The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

Properties of the Mixture:

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

	Minimum	Maximum
Asphalt Content, exclusive of volatiles, percent by weight	3.0	7.0
Hydrocarbon Volatile Content of mix, percent by weight	0.3	1.0
Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight		2.0
Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)	35[2]	

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

Density (Percent)		
Minimum	Maximum	Optimum
93.5	96.5	95.0

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

Sieve Size	% Passing (by weight)
¾"	
½"	100
3/8"	95 – 100
No. 4	17 – 40
No. 10	2 – 15
No. 40	–
No. 80	–
No 200	0 – 3
AC %[3]	4.5 – 6.5

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of approximately 400 ml. Upon completion of the 24-hour

[2] The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

[3] Recommended asphalt content range.

soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

Preparation of Mixture:

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

Rail Delivery
4200 cy min.

Revised Bid Form – Addendum 3

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

I. Rock Asphalt-~~Truck~~ Rail Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
			China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments		4200 cy Min		
	1.	Item 302 Type PB Gr 3	$ 66.67 per cubic yard	$ 66.67 per cubic yard	$ 66.67 per cubic yard
	2.	Item 302 Type PB Gr 4	$ 66.67 per cubic yard	$ 66.67 per cubic yard	$ 66.67 per cubic yard
	3.	Item 302 Type PB Gr 4S	$ 66.67 per cubic yard	$ 66.67 per cubic yard	$ 66.67 per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 4	$ 66.67 per cubic yard	$ 66.67 per cubic yard	$ 66.67 per cubic yard

IA. Rock Asphalt-~~Truck~~ Rail Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
			Rosedale	Labelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments		4200 cy min			
	1.	Item 302 Type PB Gr 3	$ 66.67 per cubic yard	$ 67.20 per cubic yard	$ 66.67 per cubic yard	$ 66.15 per cubic yard
	2.	Item 302 Type PB Gr 4	$ 66.67 per cubic yard	$ 67.20 per cubic yard	$ 66.67 per cubic yard	$ 66.15 per cubic yard
	3.	Item 302 Type PB Gr 4S	$ 66.67 per cubic yard	$ 67.20 per cubic yard	$ 66.67 per cubic yard	$ 66.15 per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 4S	$ 66.67 per cubic yard	$ 67.20 per cubic yard	$ 66.67 per cubic yard	$ 66.15 per cubic yard

~~Alternate Option for Special Orders (Shipped Via Truck) for Items I & IA (above)~~	~~Increased Flat Price Above Contract Cost $_____ per cubic yard~~

Truck Delivery
No Min.

Revised Bid Form – Addendum 3

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

I. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
			China Rd.	Viterbo Rd.	Boyt Rd.
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments		No Min Truck Delivery		
	1.	Item 302 Type PB Gr 3	$ 78.75 per cubic yard	$ 81.11 per cubic yard	$ 81.11 per cubic yard
	2.	Item 302 Type PB Gr 4	$ 79.28 per cubic yard	$ 81.64 per cubic yard	$ 81.64 per cubic yard
	3.	Item 302 Type PB Gr 4S	$ 79.80 per cubic yard	$ 82.16 per cubic yard	$ 82.16 per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 4	$ 79.28 per cubic yard	$ 81.64 per cubic yard	$ 81.64 per cubic yard

IA. Rock Asphalt-Truck Delivery

Description			Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
			Rosedale	Labelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 3	$ 80.38 per cubic yard	$ 77.96 per cubic yard	$ 76.39 per cubic yard	$ 79.54 per cubic yard
	2.	Item 302 Type PB Gr 4	$ 80.85 per cubic yard	$ 78.49 per cubic yard	$ 76.91 per cubic yard	$ 80.06 per cubic yard
	3.	Item 302 Type PB Gr 4S	$ 81.38 per cubic yard	$ 79.01 per cubic yard	$ 77.44 per cubic yard	$ 80.59 per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments					
	1.	Item 302 Type PB Gr 4S	$ 81.38 per cubic yard	$ 79.01 per cubic yard	$ 77.44 per cubic yard	$ 80.59 per cubic yard

~~Alternate Option for Special Orders (Shipped Via Truck) for Items I & IA (above)~~	~~Increased Flat Price Above Contract Cost $_____ per cubic yard~~

Revised Bid Form – Addendum 3 (Continued)

II. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10) ~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Flexible Base – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$ 7.54 per cubic yard	$ 5.23 per cubic yard
2. 11 – 20 Miles	$ 9.26 per cubic yard	$ 6.81 per cubic yard
3. 21 – 30 Miles	$ 11.62 per cubic yard	$ 9.23 per cubic yard
4. 31+ Miles	$ 15.89 per cubic yard	$ 12.72 per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont	1399 Carroll St Beaumont TX 77701	$ 28.00 per cubic yard
2. Port Neches		$ _____ per cubic yard
3. Port Arthur		$ _____ per cubic yard
4. Other		$ _____ per cubic yard
5. Other		$ _____ per cubic yard
Hours of Hopper Operation:		

~~Alternate Option for Special Orders (Shipped Via Truck) for Item II (above)~~	~~Increased Flat Price Above Contract Cost $_____ per cubic yard~~

Revised Bid Form – Addendum 3 (Continued)

III. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Patching Material – Price Per Cubic Yard Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	$_____ per cubic yard	$_____ per cubic yard
2. 11 – 20 Miles	$_____ per cubic yard	$_____ per cubic yard
3. 21 – 30 Miles	$_____ per cubic yard	$_____ per cubic yard
4. 31+ Miles	$_____ per cubic yard	$_____ per cubic yard

B. Hopper Pick-Up

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

Revised Bid Form – Addendum 3 (Continued)

IV. Cement Stabilized Base, Hopper Pick Up

A. Item 276, Plant Mix, Class L, Crushed Stone

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard

B. Item 276, Plant Mix, Class M, Crushed Stone

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard

C. Item 401, Flowable Backfill

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard

~~E.~~ D. Item 401, Flowable Backfill

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

Revised Bid Form – Addendum 3 (Continued)

V. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D

Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.

Location	Address	~~Price Per Cubic Yard Truck Shipping Point~~ Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

~~MINIMUM ORDERS ARE NOT ACCEPTABLE.~~

Revised Bid Form – Addendum 3 (Continued)

VI. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	**Address**	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Beaumont		$_____ per cubic yard
2. Port Neches		$_____ per cubic yard
3. Port Arthur		$_____ per cubic yard
4. Other		$_____ per cubic yard
5. Other		$_____ per cubic yard
Hours of Hopper Operation:		

VII. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County		
~~**Location**~~	~~**Address**~~	**Price Per Cubic Yard F.O.B. Truck Shipping Point**
1. Item 421 Class A		$_____ per cubic yard
2. Item 421 Class B		$_____ per cubic yard
3. Item 421 Class S		$_____ per cubic yard

~~**MINIMUM ORDERS ARE NOT ACCEPTABLE.**~~

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3, ____.

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

Vulcan Materials Company
Company Name

1399 Carroll St.
Address

Beaumont TX 77701
City State Zip

Byron L Fischer
Signature of Person Authorized to Sign

Byron L. Fischer
Printed Name

Senior Sales Rep.
Title

For clarification of this offer, contact:

Byron Fischer
Name

409-779-9204
Phone Fax

Fischerbw VMCmail.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-017/JW, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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: Liberty County

Address:

Contact Person and Title: Randy Bivins Superintendent Pct. 4

Phone: 936-402-2286 Fax:

Contract Period: Scope of Work: Road building materials

REFERENCE TWO

Government/Company Name: Hardin County

Address: 300 Monroe St. Kountze Tx

Contact Person and Title:

Phone: 409-246-5123 Fax: 409-246-3208

Contract Period: 1 yr Scope of Work: Road building material

REFERENCE THREE

Government/Company Name: Txdot Beaumont

Address:

Contact Person and Title: Patricle Ryan

Phone: 409-924-6521 Fax:

Contract Period: Scope of Work: Road Building

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.

Vulcan Materials Company
Bidder (Entity Name)

Byron L Fischer
Signature

1399 Carroll St.
Street & Mailing Address

Byron L. Fischer
Print Name

Beaumont TX 77701
City, State & Zip

7/14/14
Date Signed

409-833-4177
Telephone Number

409-212-9374
Fax Number

Fischerb@vmcmail.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

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

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

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

OFFICE USE ONLY

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

   Vulcan Materials Company

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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.

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.

Byron H Lee — 9-14-14

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 . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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 Vulcan Materials [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.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Vulcan Construction Materials LP

Business name/disregarded entity name, if different from above
Vulcan Materials Company

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☑ Other (see instructions) ▶ LP

Address (number, street, and apt. or suite no.)
800 Isom Road, Suite 300

Requester's name and address (optional)

City, state, and ZIP code
San Antonio TX 78216

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
6	3	–	1	2	1	1	8	3	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ Gary Cooper | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PAYMENTS ONLY REMIT TO
PO Box 849131
DALLAS TX 75284-9131

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 Byron L. Fischer (name), who after being by me duly sworn, did depose and say:

"I, Byron Fischer (name) am a duly authorized officer of/agent for Vulcan Materials Company (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Vulcan Materials Company (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: BF Vulcan Materials Company
1399 Carroll St. Beaumont TX 77701

Fax: 409-719-9374 Telephone# 409-833-4177

by: Byron L. Fischer. (print name) Title: Senior Sales Rep.

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Byron Fischer on this the 7th day of July, 2014.

JUDY ANN CORBIN NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-06-2016

Judy Ann Corbin
Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 14-017/JW

IFB Title: Term Contract for Road Building Materials for Jefferson County

IFB Due: **11:00 am CST, Tuesday, July 15, 2014**

Addendum No.: 3

Issued (Date): June 30, 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:

- **Revision to Minimum Specifications, page 13 as follows:** Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. ~~**MINIMUM ORDERS ARE NOT ACCEPTABLE.**~~ **Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

- **Clarification: As per the Bid Form, bids must be by cubic yards. Bids received not using cubic yards for measurement will be considered non-responsive.**

- **Revised Bid Form (Attached)**

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:

Byron L Fischer
Authorized Signature (Bidder)

Witness

Senior Sales Rep
Title of Person Signing Above

Witness

Vulcan Materials Company
Typed Name of Business or Individual

Approved by ____ Date: _____

1399 Carroll st. Beaumont Tx 77701
Address

Vulcan Materials Company
1399 Carroll St.
Beaumont TX 77701

07-14-14P03:45-CEDL

Term Contract For Road Building Materials
IFB 14-017/JW
11:00 am, Tuesday, July 15, 2014
Jefferson County Purchasing Dept.
1149 Pearl St. 1st Floor
Beaumont Tx 77701

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

June 23, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-028/JW, Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. 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.

BID NAME:	**Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County**
BID NO:	**IFB 14-028/JW**
DUE DATE/TIME:	**11:00 AM CST, July 22, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 25th & July 2nd, 2014

IFB 14-028/JW
Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County

Bids due: 11:00 AM CST, July 22, 2014

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing 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 Bid Number, Bid Name, Due Date, and the bidder's name and address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

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

6. **Rejection or Withdrawal**

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

7. **Award**

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

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

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

8. **Contract**

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

9. **Waiver of Subrogation**

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

10. **Fiscal Funding**

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

11. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing 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 change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. **Specifications**

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

14. **Delivery**

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

15. **Interpretation of Bid and/or Contract Documents**

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

16. **Currency**

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

17. **Pricing**

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

18. **Notice to Proceed/Purchase Order**

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

19. **Certification**

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

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

20. **Definitions**

"County" – Jefferson County, Texas.

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

21. **Minority-Women Business Enterprise Participation**

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. **Bidding**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be

regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. **Purchase Orders and Payment**

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

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

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

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

4. **Contract**

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

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

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

change order will be binding unless signed by an authorized representative of the County and the vendor.

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

   Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-028/JW.

Scope

The Purchasing Department will receive sealed bids for the lease of 217.892 acres at Section 263, Abstract No. 358. **Road access to the property through private property cannot be guaranteed by the County.**

Duck blinds, portable buildings/structures, and motor vehicles will be permitted to remain on the leased property during the term of the contract.

Lease property shall not be used as a staging area to gain early access to the game refuge.

Legal Description

Being 217.892 acres, more or less, out of the T&NO RR Company Survey, Section No. 263, Abstract No. 358, Jefferson County, Texas, more particularly described as follows:

Beginning at the southwest corner of said T&NO RR Company Survey, Section No. 263, Abstract No. 358, said point being also on the north line of the S. A. Pannell Survey, Abstract No. 573, and also being the southeast corner of the T&NO RR Company Survey, Section No. 264, Abstract No. 516;

Thence north 87 deg. 10' 26" east, along the south line of Section 263 and along the north line of the S. A. Pannell Survey, A-573, a distance of 5,300 feet to the southeast corner of the T&NO RR Company Survey, Section 263, Abstract No. 358, said point also being in the west line of the W. J. Bryan Survey, Abstract No. 560;

Thence north 02 deg. 44' 00" west, along the east line of the T&NO RR Company Survey, Section 263, Abstract No. 358 and the west line of the W. J. Bryan Survey, Abstract No. 560, a distance of 3,123.28 feet, more or less, to a point for corner;

Thence south 60 deg 29' 56" west, parallel to the centerline of the Gulf Intracoastal Waterway, a distance of 5,936.11 feet, to a point in the west line of T&NO RR Company Survey, Section 263, Abstract No. 358, said point also being in the east line of the T&NO RR Company Survey, Section 264, Abstract No. 516;

Thence south 02 deg. 44' 00" east a distance of 458.38 feet to the point of beginning, containing 217.892 acres, more or less.

The above descriptions and maps are believed to be correct, but any error or omission in the description of the property or on the maps, including exact acreage, shall not constitute any grounds or reason for non-performance of the provisions or conditions of the lease or claim by the lessee for any refund or deduction from the rental. See Exhibit A.

Inspection

Bidders are expected to inspect the sites and form their own conclusions as to suitability for their purpose. The failure of any bidder to make an inspection will not constitute grounds for any claim for adjustment of the bid submitted once the bids have been opened.

Rent

All rents are due at the signing of the contract and at the beginning of subsequent renewal period(s) if the County opts to extend the contract.

Contractor's Liability Insurance

Responsibility for Damage Claims: the Contractor shall indemnify and save harmless and defend the County and all its representatives from all suits, actions or claims or any character brought on by any injuries or damages sustained by any person or property in consequences of any work performed under this Contract, either by the Contractor, or any sub-contractor or their employees, agents or representatives.

The Contractor shall carry a $500,000 Combined Single Limit Policy. (Note: This limit can be obtained under Personal Liability in most Homeowner Policies.) **Certificate of Insurance must have Jefferson County listed as an "Additional Insured"; and shall be furnished to Jefferson County upon submission of a signed lease contract.**

Terms of Contract

The term of the contract shall be for a one (1) year period from the date of contract execution with an option to renew for four (4) additional years; however, after the first year of the initial contract Jefferson County has the right to take back any or all of the property for its own use.

Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there is a failure on the part of the Contractor to comply with the specifications as well as the regulations governing current best farming practices, except for circumstances beyond his control such as, but not limited to, acts of God, war, flood, and governmental restrictions.

Basis for Bid

Bids must be submitted for the leasing of County owned Property for a one (1) year period, with additional options to renew.

Basis for Award

Contract award will be made on the basis of highest, responsive, responsible bid price for leasing the site.

References

Bidders are required to submit a list of property owners from whom lessee has rented land in the past.

References provided may be considered when awarding bid.

Lease Agreement

Successful bidder will be expected to enter into a lease agreement similar to the one included in this bid. See Exhibit A.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Herman H Mendoza JR
Company Name

2111 Walker Ln
Address

Nederland TX 77627
City State Zip

Herman H. Mendoza Jr.
Signature of Person Authorized to Sign

Herman H. Mendoza JR
Printed Name

Title

For clarification of this offer, contact:

Herman H. Mendoza JR
Name

"409" 729-7849
Phone

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-028/JW, Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Lease Description	Annual Lease Bid Amount
Lease of 217.892 Acres at Section 263, Abstract No. 358	$ 1555.55 per year

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

N/A

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 ☒ N/A

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.

HERMAN HAYES MENDOZA JR
Bidder (Entity Name)

Herman H. Mendoza Jr.
Signature

2111 WALKER LN
Street & Mailing Address

HERMAN H. MENDOZA JR
Print Name

NEDERLAND TX 77627
City, State & Zip

7-15-14
Date Signed

409-729-7849
Telephone Number

Fax Number

E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

N/A

For vendor or other person doing business with local government entity

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

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

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

OFFICE USE ONLY

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

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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.

Bidder Shall Return Completed Form with Offer.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity

FORM CIQ
Page 2

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.

N/A

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____

Address: _____ HUB: p Yes p No
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Prime Contractor: _____ ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☐ I certify that Herman H Mendoza JR [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.):	[redacted]
Company Name submitting bid/proposal:	Herman H. Mendoza JR
Mailing address:	2111 Walker Ln 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**
[redacted]	2111 Walker Ln 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 Herman H. Mendoza JR (name), who after being by me duly sworn, did depose and say:

"I, _____ (name) am a duly authorized officer of/agent for Herman H. Mendoza JR (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Herman H Mendoza JR (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: Herman H. Mendoza JR 2111 Wild Horse Ln Nederland TX 77627

Fax: _____ Telephone# 409-729-7849

by: Herman H. Mendoza JR (print name) Title: _____

Signature: Herman H Mendoza Jr.

SUBSCRIBED AND SWORN to before me by the above-named _____ on this the 15th day of July, 2014.

WAYSIE SCOTT JENSEN
MY COMMISSION EXPIRES
January 31, 2018

Waysie D Jensen
Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

Exhibit A

COUNTY OF JEFFERSON)(
STATE OF TEXAS)(

LEASE & MAINTENANCE AGREEMENT

KNOW ALL BY THESE PRESENTS:

That we, the County of Jefferson, State of Texas (Lessor) and _____, (Lessees), for and in consideration of the sum of $_____ and for other good and valuable considerations, do hereby lease for the 2014-2015 migratory hunting season for the purpose of waterfowl hunting (with no commercial lease), the following property in Jefferson County:

Sample Contract

The 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County.

Responsibility for Damage Claims: the Contractor shall indemnify and save harmless and defend the County and all its representatives from all suits, actions or claims or any character brought on by any injuries or damages sustained by any person or property in consequences of any work performed under this Contract, either by the Contractor, or any sub-contractor or their employees, agents or representatives.

The Contractor shall carry a $500,000 Combined Single Limit Policy. (Note: This limit can be obtained under Personal Liability in most Homeowner Policies.) Certificate of Insurance must have Jefferson County listed as an "Additional Insured"; and shall be furnished to Jefferson County upon submission of a signed lease contract.

Lessees agree to provide for proper posting of said property.

Lessees agree to not engage in any burning activity and to maintain as such the ditches, boat ramps, and entrance points that are now in use.

The County or its designate agents reserves the right of ingress/egress across said tract.

This lease may be terminated without cause by Lessor by thirty (30) days' prior written notice given to one or more of the Lessees by certified U.S. Mail, and such notice shall be considered given and delivered upon deposit of such notice in the U.S. Mail as aforesaid.

The Lessees shall not be deemed as agents or employees of the Lessor, and the Lessor shall not be liable for the negligence or other tortuous conduct of the Lessors.

Signed this _____ day of _____, 2014.

FOR LESSOR:

_____
Jeff R. Branick
County Judge

Sample Contract

LESSEES:

_____ _____
(Name) (Name)

IFB 14-028/JW

Lease of 217.892 acres at Sections 263 abstract #358 for Jefferson County,

07-17-14A11:30 RCVD

Herman Montoya (Jay)

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

June 23, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-028/JW, Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. 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.

BID NAME:	**Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County**
BID NO:	**IFB 14-028/JW**
DUE DATE/TIME:	**11:00 AM CST, July 22, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 25th & July 2nd, 2014

IFB 14-028/JW
Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County

Bids due: 11:00 AM CST, July 22, 2014

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

Instructions to Bidders

1. **Bid Submission**

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

Jefferson County Purchasing 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 Bid Number, Bid Name, Due Date, and the bidder's name and address; and shall be addressed to the Purchasing Agent.

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

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

2. **Courthouse Security**

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

3. **Preparation of Bids**

The bid shall be legibly printed in ink or typed.

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

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

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

4. **Signatures**

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

5. **County Holidays – 2014:**

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

6. Rejection or Withdrawal

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

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing 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 change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be

regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

change order will be binding unless signed by an authorized representative of the County and the vendor.

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-028/JW.

Scope

The Purchasing Department will receive sealed bids for the lease of 217.892 acres at Section 263, Abstract No. 358. **Road access to the property through private property cannot be guaranteed by the County.**

Duck blinds, portable buildings/structures, and motor vehicles will be permitted to remain on the leased property during the term of the contract.

Lease property shall not be used as a staging area to gain early access to the game refuge.

Legal Description

Being 217.892 acres, more or less, out of the T&NO RR Company Survey, Section No. 263, Abstract No. 358, Jefferson County, Texas, more particularly described as follows:

Beginning at the southwest corner of said T&NO RR Company Survey, Section No. 263, Abstract No. 358, said point being also on the north line of the S. A. Pannell Survey, Abstract No. 573, and also being the southeast corner of the T&NO RR Company Survey, Section No. 264, Abstract No. 516;

Thence north 87 deg. 10' 26" east, along the south line of Section 263 and along the north line of the S. A. Pannell Survey, A-573, a distance of 5,300 feet to the southeast corner of the T&NO RR Company Survey, Section 263, Abstract No. 358, said point also being in the west line of the W. J. Bryan Survey, Abstract No. 560;

Thence north 02 deg. 44' 00" west, along the east line of the T&NO RR Company Survey, Section 263, Abstract No. 358 and the west line of the W. J. Bryan Survey, Abstract No. 560, a distance of 3,123.28 feet, more or less, to a point for corner;

Thence south 60 deg 29' 56" west, parallel to the centerline of the Gulf Intracoastal Waterway, a distance of 5,936.11 feet, to a point in the west line of T&NO RR Company Survey, Section 263, Abstract No. 358, said point also being in the east line of the T&NO RR Company Survey, Section 264, Abstract No. 516;

Thence south 02 deg. 44' 00" east a distance of 458.38 feet to the point of beginning, containing 217.892 acres, more or less.

The above descriptions and maps are believed to be correct, but any error or omission in the description of the property or on the maps, including exact acreage, shall not constitute any grounds or reason for non-performance of the provisions or conditions of the lease or claim by the lessee for any refund or deduction from the rental. See Exhibit A.

Inspection

Bidders are expected to inspect the sites and form their own conclusions as to suitability for their purpose. The failure of any bidder to make an inspection will not constitute grounds for any claim for adjustment of the bid submitted once the bids have been opened.

Rent

All rents are due at the signing of the contract and at the beginning of subsequent renewal period(s) if the County opts to extend the contract.

Contractor's Liability Insurance

Responsibility for Damage Claims: the Contractor shall indemnify and save harmless and defend the County and all its representatives from all suits, actions or claims or any character brought on by any injuries or damages sustained by any person or property in consequences of any work performed under this Contract, either by the Contractor, or any sub-contractor or their employees, agents or representatives.

The Contractor shall carry a $500,000 Combined Single Limit Policy. (Note: This limit can be obtained under Personal Liability in most Homeowner Policies.) **Certificate of Insurance must have Jefferson County listed as an "Additional Insured"; and shall be furnished to Jefferson County upon submission of a signed lease contract.**

Terms of Contract

The term of the contract shall be for a one (1) year period from the date of contract execution with an option to renew for four (4) additional years; however, after the first year of the initial contract Jefferson County has the right to take back any or all of the property for its own use.

Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there is a failure on the part of the Contractor to comply with the specifications as well as the regulations governing current best farming practices, except for circumstances beyond his control such as, but not limited to, acts of God, war, flood, and governmental restrictions.

Basis for Bid

Bids must be submitted for the leasing of County owned Property for a one (1) year period, with additional options to renew.

Basis for Award

Contract award will be made on the basis of highest, responsive, responsible bid price for leasing the site.

References

Bidders are required to submit a list of property owners from whom lessee has rented land in the past.

References provided may be considered when awarding bid.

Lease Agreement

Successful bidder will be expected to enter into a lease agreement similar to the one included in this bid. See Exhibit A.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Johnny R Mendoza
Company Name

5235 32nd
Address

Groves TX 77619
City State Zip

Johnny R Mendoza
Signature of Person Authorized to Sign

Johnny R Mendoza
Printed Name

Title

For clarification of this offer, contact:

Johnny R Mendoza
Name

409-365-9480
Phone

Fax

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-028/JW, Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Lease Description	Annual Lease Bid Amount
Lease of 217.892 Acres at Section 263, Abstract No. 358	$ 500.00 per year

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

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** ☑ N/A

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.

Johnny R Mendoza
Bidder (Entity Name)

Johnny R Mendoza
Signature

5235 32nd
Street & Mailing Address

Johnny R Mendoza
Print Name

Groves TX 77619
City, State & Zip

7-15-14
Date Signed

409-365-9480
Telephone Number

Fax Number

E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

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

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

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

OFFICE USE ONLY

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

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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.

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 . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 Johnny R Mendoza [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.):	[redacted]
Company Name submitting bid/proposal:	Johnny R Mendoza
Mailing address:	5235 32nd 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**
[redacted]	5235 32nd 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 TX COUNTY OF Jefferson

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

on this day personally appeared Johnny R Mendoza (name), who

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

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

for Johnny R Mendoza (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Johnny R Mendoza (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: Johnny R Mendoza 5235 32ed Groves TX 77619

Fax: _____ Telephone# 409-365-9480

by: Johnny R Mendoza (print name) Title: _____

Signature: Johnny R Mendoza

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 15th day of July, 2014.

WAYSIE SCOTT JENSEN
MY COMMISSION EXPIRES
January 31, 2018

Waysie D Jensen
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Exhibit A

COUNTY OF JEFFERSON)(
STATE OF TEXAS)(

LEASE & MAINTENANCE AGREEMENT

KNOW ALL BY THESE PRESENTS:

That we, the County of Jefferson, State of Texas (Lessor), and _____, (Lessees), for and in consideration of the sum of $_____, and for other good and valuable considerations, do hereby lease for the 2014-2015 migratory hunting season for the purpose of waterfowl hunting (with no commercial lease), the following property in Jefferson County:

The 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County.

Sample Contract

Responsibility for Damage Claims: the Contractor shall indemnify and save harmless and defend the County and all its representatives from all suits, actions or claims or any character brought on by any injuries or damages sustained by any person or property in consequences of any work performed under this Contract, either by the Contractor, or any sub-contractor or their employees, agents or representatives.

The Contractor shall carry a $500,000 Combined Single Limit Policy. (Note: This limit can be obtained under Personal Liability in most Homeowner Policies.) Certificate of Insurance must have Jefferson County listed as an "Additional Insured"; and shall be furnished to Jefferson County upon submission of a signed lease contract.

Lessees agree to provide for proper posting of said property.

Lessees agree to not engage in any burning activity and to maintain as such the ditches, boat ramps, and entrance points that are now in use.

The County or its designate agents reserves the right of ingress/egress across said tract.

This lease may be terminated without cause by Lessor by thirty (30) days' prior written notice given to one or more of the Lessees by certified U.S. Mail, and such notice shall be considered given and delivered upon deposit of such notice in the U.S. Mail as aforesaid.

The Lessees shall not be deemed as agents or employees of the Lessor, and the Lessor shall not be liable for the negligence or other tortuous conduct of the Lessors.

Signed this _____ day of _____, 2014.

FOR LESSOR:

_____
Jeff R. Branick
County Judge

Sample Contract

LESSEES:

_____ _____
(Name) (Name)

FEB PH-028/JW

Lease of 217.892 Acres at Sabine 263
abstract # 358 for Jefferson County

JW

07-17-14A11:31 RCVD

Tolunallenadge

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

June 23, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-028/JW, Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. 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.

BID NAME:	**Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County**
BID NO:	**IFB 14-028/JW**
DUE DATE/TIME:	**11:00 AM CST, July 22, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 25th & July 2nd, 2014

IFB 14-028/JW
Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County

Bids due: 11:00 AM CST, July 22, 2014

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

Instructions to Bidders

1. **Bid Submission**

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

Jefferson County Purchasing 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 Bid Number, Bid Name, Due Date, and the bidder's name and address; and shall be addressed to the Purchasing Agent.

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

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

2. **Courthouse Security**

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

3. **Preparation of Bids**

The bid shall be legibly printed in ink or typed.

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

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

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

4. **Signatures**

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

5. **County Holidays – 2014:**

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

6. **Rejection or Withdrawal**

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

7. **Award**

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

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

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

8. **Contract**

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

9. **Waiver of Subrogation**

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

10. **Fiscal Funding**

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

11. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing 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 change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. **Specifications**

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

14. **Delivery**

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

15. **Interpretation of Bid and/or Contract Documents**

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

16. **Currency**

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

17. **Pricing**

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

18. **Notice to Proceed/Purchase Order**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. **Certification**

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

20. **Definitions**

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. **Bidding**

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 **Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 **Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 **Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 **Addenda.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 **General Bid Bond/Surety Requirements.** Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 **General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 **Responsiveness.** A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 **Responsible Standing of Bidder.** To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 **Proprietary Data.** Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 **Public Bid Opening.** Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 **Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be

regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No

change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

   Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-028/JW.

Scope

The Purchasing Department will receive sealed bids for the lease of 217.892 acres at Section 263, Abstract No. 358. **Road access to the property through private property cannot be guaranteed by the County.**

Duck blinds, portable buildings/structures, and motor vehicles will be permitted to remain on the leased property during the term of the contract.

Lease property shall not be used as a staging area to gain early access to the game refuge.

Legal Description

Being 217.892 acres, more or less, out of the T&NO RR Company Survey, Section No. 263, Abstract No. 358, Jefferson County, Texas, more particularly described as follows:

Beginning at the southwest corner of said T&NO RR Company Survey, Section No. 263, Abstract No. 358, said point being also on the north line of the S. A. Pannell Survey, Abstract No. 573, and also being the southeast corner of the T&NO RR Company Survey, Section No. 264, Abstract No. 516;

Thence north 87 deg. 10' 26" east, along the south line of Section 263 and along the north line of the S. A. Pannell Survey, A-573, a distance of 5,300 feet to the southeast corner of the T&NO RR Company Survey, Section 263, Abstract No. 358, said point also being in the west line of the W. J. Bryan Survey, Abstract No. 560;

Thence north 02 deg. 44' 00" west, along the east line of the T&NO RR Company Survey, Section 263, Abstract No. 358 and the west line of the W. J. Bryan Survey, Abstract No. 560, a distance of 3,123.28 feet, more or less, to a point for corner;

Thence south 60 deg 29' 56" west, parallel to the centerline of the Gulf Intracoastal Waterway, a distance of 5,936.11 feet, to a point in the west line of T&NO RR Company Survey, Section 263, Abstract No. 358, said point also being in the east line of the T&NO RR Company Survey, Section 264, Abstract No. 516;

Thence south 02 deg. 44' 00" east a distance of 458.38 feet to the point of beginning, containing 217.892 acres, more or less.

The above descriptions and maps are believed to be correct, but any error or omission in the description of the property or on the maps, including exact acreage, shall not constitute any grounds or reason for non-performance of the provisions or conditions of the lease or claim by the lessee for any refund or deduction from the rental. See Exhibit A..

Inspection

Bidders are expected to inspect the sites and form their own conclusions as to suitability for their purpose. The failure of any bidder to make an inspection will not constitute grounds for any claim for adjustment of the bid submitted once the bids have been opened.

Rent

All rents are due at the signing of the contract and at the beginning of subsequent renewal period(s) if the County opts to extend the contract.

Contractor's Liability Insurance

Responsibility for Damage Claims: the Contractor shall indemnify and save harmless and defend the County and all its representatives from all suits, actions or claims or any character brought on by any injuries or damages sustained by any person or property in consequences of any work performed under this Contract, either by the Contractor, or any sub-contractor or their employees, agents or representatives.

The Contractor shall carry a $500,000 Combined Single Limit Policy. (Note: This limit can be obtained under Personal Liability in most Homeowner Policies.) **Certificate of Insurance must have Jefferson County listed as an "Additional Insured"; and shall be furnished to Jefferson County upon submission of a signed lease contract.**

Terms of Contract

The term of the contract shall be for a one (1) year period from the date of contract execution with an option to renew for four (4) additional years; however, after the first year of the initial contract Jefferson County has the right to take back any or all of the property for its own use.

Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there is a failure on the part of the Contractor to comply with the specifications as well as the regulations governing current best farming practices, except for circumstances beyond his control such as, but not limited to, acts of God, war, flood, and governmental restrictions.

Basis for Bid

Bids must be submitted for the leasing of County owned Property for a one (1) year period, with additional options to renew.

Basis for Award

Contract award will be made on the basis of highest, responsive, responsible bid price for leasing the site.

References

Bidders are required to submit a list of property owners from whom lessee has rented land in the past.

References provided may be considered when awarding bid.

Lease Agreement

Successful bidder will be expected to enter into a lease agreement similar to the one included in this bid. See Exhibit A.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Robert A Hoyt
Company Name

5959 Baird St.
Address

Grover TX 77619
City State Zip

Robert A Hoyt
Signature of Person Authorized to Sign

Robert A Hoyt
Printed Name

Title

For clarification of this offer, contact:

Robert A Hoyt
Name

409 626-1027
Phone Fax

E-mail

Bidder Shall Return Completed Form with Offer.

X

Acceptance of Offer

The Offer is hereby accepted for the following items: Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-028/JW, Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Lease Description	Annual Lease Bid Amount
Lease of 217.892 Acres at Section 263, Abstract No. 358	$2,222.22 per year

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

X

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 ☑ N/A

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.

Robert A Hoyt Bidder (Entity Name)	Robert A Hoyt Signature
5459 Baird St Street & Mailing Address	Robert A Hoyt Print Name
Groves, TX 77619 City, State & Zip	7-15-14 Date Signed
409 626 1027 Telephone Number	 Fax Number
 E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

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.

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 . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American. Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 Robert A Hoyt [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.):	[redacted]
Company Name submitting bid/proposal:	Robert A Hoyt
Mailing address:	5959 Baird St 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**
[redacted]	5959 Baird St 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 _____,

on this day personally appeared Robert A Hoyt (name), who

after being by me duly sworn, did depose and say:

"I, _____ (name) am a duly authorized officer of/agent

for Robert A Hoyt (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Robert A Hoyt (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: Robert A Hoyt 5959 Baird St Groves TX, 77619

Fax: _____ Telephone# 409 626-1027

by: Robert A Hoyt (print name) Title: _____

Signature: Robert A Hoyt

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 15th day of July, 2014.

WAYSIE SCOTT JENSEN
MY COMMISSION EXPIRES
January 31, 2018

Waysie D Jensen
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Exhibit A

COUNTY OF JEFFERSON)(
STATE OF TEXAS)(

LEASE & MAINTENANCE AGREEMENT

KNOW ALL BY THESE PRESENTS:

That we, the County of Jefferson, State of Texas (Lessor) and _____, (Lessees), for and in consideration of the sum of $_____ and for other good and valuable considerations, do hereby lease for the 2014-2015 migratory hunting season for the purpose of waterfowl hunting (with no commercial lease), the following property in Jefferson County:

Sample Contract

The 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County.

Responsibility for Damage Claims: the Contractor shall indemnify and save harmless and defend the County and all its representatives from all suits, actions or claims or any character brought on by any injuries or damages sustained by any person or property in consequences of any work performed under this Contract, either by the Contractor, or any sub-contractor or their employees, agents or representatives.

The Contractor shall carry a $500,000 Combined Single Limit Policy. (Note: This limit can be obtained under Personal Liability in most Homeowner Policies.) Certificate of Insurance must have Jefferson County listed as an "Additional Insured"; and shall be furnished to Jefferson County upon submission of a signed lease contract.

Lessees agree to provide for proper posting of said property.

Lessees agree to not engage in any burning activity and to maintain as such the ditches, boat ramps, and entrance points that are now in use.

The County or its designate agents reserves the right of ingress/egress across said tract.

This lease may be terminated without cause by Lessor by thirty (30) days' prior written notice given to one or more of the Lessees by certified U.S. Mail, and such notice shall be considered given and delivered upon deposit of such notice in the U.S. Mail as aforesaid.

The Lessees shall not be deemed as agents or employees of the Lessor, and the Lessor shall not be liable for the negligence or other tortuous conduct of the Lessors.

Signed this _____ day of _____, 2014.

FOR LESSOR:

_____
Jeff R. Branick
County Judge

Sample Contract

LESSEES:

_____ _____
(Name) (Name)

07-17-14A11:33

PROPOSAL

Place JEFFERSON COUNTY

Date JULY 22, 2014

Proposal of ALLCO,

a corporation organized and existing under the laws of the State of TEXAS,

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **ELECTRICAL VAULT REPLACEMENT.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within fifteen (15) consecutive calendar days thereafter (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet No.	Title
G-101	COVER SHEET
G-102	SHEET INDEX AND SUMMARY OF QUANTITIES
G-103	GENERAL NOTES
G-104	CONCURRENT PROJECTS LAYOUT
G-201	PROJECT LAYOUT PLAN AND SURVEY CONTROL PLAN
G-301	SAFETY AND PHASING PLAN
G-401	GEOTECHNICAL INVESTIGATION PLAN

Sheet No.	Title
C-101	FENCING DETAILS
C-201	DEMOLITION DETAILS
C-301	JOINTING DETAILS
E-001	ELECTRICAL LEGEND AND NOTES
E-002	KEYED NOTES
E-101	CIVIL SITE PLAN
E-102	ELECTRICAL VAULT SITE PLAN
E-103	BEACON SITE PLAN – (ADDITIVE ALTERNATE I)
E-201	ONE LINE DIAGRAM I
E-202	ONE LINE DIAGRAM II
E-203	ELECTRICAL DETAILS I
E-204	ELECTRICAL DETAILS II
E-205	ELECTRICAL DETAILS III
E-206	ELECTRICAL DETAILS IV
E-207	ELECTRICAL DETAILS V
E-208	ELECTRICAL DETAILS VI
E-209	ELECTRICAL DETAILS VII
E-210	ELECTRICAL DETAILS VIII
A-100	FLOOR PLAN ELEVATIONS
A-101	BUILDING SECTIONS AND WALL SECTIONS
A-102	DOOR DETAILS AND ROOFING DETAILS
A-200	GENERAL NOTES
A-201	FRAMING PLANS AND FRAMING DETAILS
A-202	FOUNDATION DETAILS
A-301	HVAC PLAN AND DETAILS

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-120	Site Preparation
Item SS-130	Trench and Excavation Safety Systems
Item SS-281	Steel Safety Bollards
Item SS-300	Basic Electrical Requirements
	Modification to Item F-162
Item F-162	Chain-Link Fences
	Modification to Item L-101
Item L-101	Airport Rotating Beacons
	Modification to Item L-108
Item L-108	Underground Power Cable for Airports
	Modifications to Item L-109
Item L-109	Airport Transformer Vault and Vault Equipment
	Modification to Item L-110
Item L-110	Airport Underground Electrical Duct Banks and Conduits
	Modification to Item L-115
Item L-115	Electrical Manholes and Junction Structures
	Modification to Item P-101
Item P-101	Surface Preparation
	Modification to Item P-501
Item P-501	Portland Cement Concrete Pavement

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. ONE dated 6-23-14

Addendum No. TWO dated 7-10-14

Addendum No. THREE dated 7-18-14

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a ~~certified check~~/bid bond (*strike one*)

In the amount of FIVE PERCENT OF GREATEST AMOUNT BID********** Dollars

($ 5% GAB********), being not less than five percent (5%) of the total amount of the bid for the base bid plus all alternates, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-1	SITE PREPARATION	LS	100%	$ 50,000.00	$ 50,000.00
	Unit price in words: fifty thousand ——— dollars and NO ——— /100				
SS-130-1	TRENCH AND EXCAVATION SAFETY SYSTEMS	LS	100%	$ 750.00	$ 750.00
	Unit price in words: Seven hundred fifty ——— dollars and NO ——— /100				
SS-281-1	STEEL SAFETY BOLLARDS	EA	12	$ 658.43	$ 7,901.16
	Unit price in words: Six hundred fifty eight dollars and forty three /100				
F-162-1	REMOVAL AND DISPOSAL OF EXISTING FENCE	LF	133	$ 12.00	$ 1,596.00
	Unit price in words: twelve ——— dollars and NO ——— /100				
F-162-2	7' CHAIN-LINK FENCE W/ 3-STRAND BARBED WIRE	LF	93	$ 29.60	$ 2,752.80
	Unit price in words: twenty nine ——— dollars and Sixty ——— /100				
P-101-5.1a	CONCRETE PAVEMENT REMOVAL	SY	420	$ 50.00	$ 21,000.00
	Unit price in words: fifty ——— dollars and NO ——— /100				
P-501-8.1a	PORTLAND CEMENT CONCRETE PAVEMENT (≤ 10" THICKNESS)	SY	410	$ 97.00	$ 39,770.00
	Unit price in words: ninety seven ——— dollars and No ——— /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-300-1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	100%	$ 1,500.00	$ 1,500.00
	Unit price in words: One thousand five hundred dollars and no /100				
L-108-1	NO. 8 AWG 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	2,130	$ 2.00	$ 4,260.00
	Unit price in words: two dollars and no /100				
L-108-2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	1,130	$ 2.50	$ 2,825.00
	Unit price in words: two dollars and fifty /100				
L-108-3	NO. 6 AWG STRANDED, 600V RATED, TYPE XHHW, GREEN INSULATED EQUIPMENT GROUND, INSTALLED IN DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	175	$ 2.00	$ 350.00
	Unit price in words: two dollars and no /100				
L-108-4	12-STRAND ALCMS FIBER OPTIC CABLE	LF	175	$ 26.00	$ 4,550.00
	Unit price in words: twenty six dollars and no /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-108-5	6-PAIR, PE-89 TELEPHONE CABLE, INSTALLED	LF	350	$ 8.50	$ 2,975.00
	Unit price in words: Eight ——— dollars and fifty ——— /100				
L-108-6	GENERATOR REMOTE ANNUNCIATOR CABLE, INSTALLED	LF	350	$ 8.50	$ 2,975.00
	Unit price in words: Eight ——— dollars and fifty ——— /100				
L-109-1	CONSTRUCTION OF AIRPORT VAULT BUILDING AND FOUNDATION IN PLACE	LS	100%	$284,524.84	$284,524.84
	Unit price in words: two hundred eighty four thousand five hundred twenty four dollars and eighty four /100				
L-109-2	INSTALLATION OF AIRPORT TRANSFORMER VAULT EQUIPMENT, IN PLACE	LS	100%	$ 323,935.00	$ 323,935.00
	Unit price in words: three hundred twenty three thousand nine hundred thirty five dollars and NO ——— /100				
L-109-3	EXISTING AIRFIELD LIGHTING POWER DISTRIBUTION EQUIPMENT, REMOVED	LS	100%	$ 8,000.00	$ 8,000.00
	Unit price in words: Eight thousand ——— dollars and NO ——— /100				
L-109-4	GENERATOR AND TRANSFER SWITCH SYSTEM, INSTALLED	LS	100%	$243,621.20	$ 243,621.20
	Unit price in words: two hundred forty three thousand six hundred twenty one dollars and twenty ——— /100				

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JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-110-1	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2WAY-1"C	LF	25	$ 50.00	$ 1,250.00
	Unit price in words: fifty ——— dollars and NO ——— /100				
L-110-2	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 4-WAY 1"C	LF	50	$ 40.00	$ 2,000.00
	Unit price in words: forty ——— dollars and NO ——— /100				
L-110-3	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2-WAY 4"C	LF	40	$ 85.00	$ 3,400.00
	Unit price in words: Eighty five ——— dollars and NO ——— /100				
L-110-4	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 6-WAY 4"C	LF	80	$ 125.00	$ 10,000.00
	Unit price in words: One hundred twenty five dollars and NO ——— /100				
L-110-5	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 8-WAY 4"C	LF	100	$ 150.00	$ 15,000.00
	Unit price in words: One hundred fifty — dollars and NO ——— /100				
L-115-1	PRECAST CONCRETE ELECTRICAL HANDHOLE, INTERIOR DIMENSIONS 2'L X 3'W X 3'D, INSTALLED	EA	7	$ 6,000.00	$ 42,000.00
	Unit price in words: Six thousand ——— dollars and NO ——— /100				

TOTAL (BASE BID) $ 1,076,936.00 *not

Total price in words: One million seventy six thousand nine hundred thirty six ——— dollars and NO ——— /100

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

ALLOWANCE NO. 1 – ELECTRICAL ALLOWANCE FOR COMMERCIAL SERVICE TO VAULT

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
ALLOW-1	ELECTRICAL ALLOWANCE FOR COMMERCIAL SERVICE TO VAULT	LS	100%	***$10,000.00***	***$10,000.00***

TOTAL (ALLOWANCE 1) ***$10,000.00***

Total price in words: Ten thousand ——— dollars and No ——— /100

ALLOWANCE NO. 2 – ELECTRICAL ALLOWANCE FOR FAA EQUIPMENT

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
ALLOW-2	ALLOWANCE FOR FAA EQUIPMENT	LS	100%	***$12,000.00***	***$12,000.00***

TOTAL (ALLOWANCE 2) ***$12,000.00***

Total price in words: twelve thousand ——— dollars and No ——— /100

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

ADDITIVE ALTERNATE NO. 1 – REMOVE AND REPLACE ROTATING BEACON

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-101-1	L-802A, AIRPORT ROTATING BEACON, IN PLACE	LS	100%	$11,000.00	$11,000.00
	Unit price in words: Eleven thousand ——— dollars and NO ——— /100				
L-101-2	EXTISTING AIRPORT ROTATING BEACON, REMOVED	LS	100%	$1,000.00	$1,000.00
	Unit price in words: One thousand ——— dollars and NO ——— /100				

TOTAL (ADDITIVE ALTERNATE 1) $12,000.00

Total price in words: twelve thousand ——— dollars and NO ——— /100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **210 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

Jackie Christopher
(Witness)

PO BOX 3684

BEAUMONT, TX 77704
(Address)

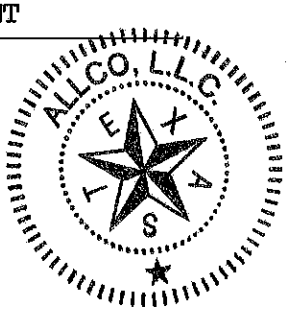
6720 COLLEGE

BEAUMONT, TX 77707
(Office Address of Bidder)

ALLCO
(Name of Bidder)

By
T.W. HARRISON - PRESIDENT
(Print Name and Title)

SEAL (If Bidder is a corporation)



NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number:	IFB 14-024/KJS
IFB Title:	Electrical Vault Replacement at Jack Brooks Regional Airport
IFB Due:	**11:00 am CST, Tuesday, July 22, 2014**
Addendum No.:	1
Issued (Date):	June 23, 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: Revision of Website Address where Specifications and Plans may be obtained.

Specifications and Plans may be obtained at: http://ftp.garverusa.com

Username: BPT_EVAULT2
Password: BPT2BIDDER

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: _____

Authorized Signature (Bidder)

PRESIDENT
Title of Person Signing Above

T.W. HARRISON (ALLCO)
Typed Name of Business or Individual

PO BOX 3684, BEAUMONT, TX 77704
Address

ALLCO

DESIGN BUILD
CONSTRUCTION MANAGEMENT
GENERAL CONTRACTOR

P. O. Box 3684, Beaumont, Texas 77704 Phone: 409-860-4459 Fax: 409-860-3857
Email: allco@allco.com

JEFFERSON COUNTY
JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
AIP NO. 3-48-0018-030-2014
PROJECT NO. 14-024/KJS

LIST OF PROPOSED SUBCONTRACTORS

1.	SE TX Drywall	Paint
2.	Bailey - Buchanan	Masonry
3.	Overhead Door Co	Overhead Door
4.	Barnett	Metal Roof
5.	Thermacon	HVAC
6.	TWH F & W Electrical	Electrical
7.		
8.		
9.		
10.		

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kami Piron
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 898-4444 FAX (A/C, No): (409) 898-4468 E-MAIL ADDRESS: kp@gcia-tx.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Travelers Lloyds Ins Co
INSURED Allco, LLC, Allco, Inc. All-Rent, Ltd. Allco, Ltd.; Rehab Construction, Bolivar P.O. Box 3684 Beaumont TX 77704	INSURER B: America First Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CO1A548738	6/1/2014	6/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			8105465B446	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION$			1000020110	6/1/2014	6/1/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB1A548609	6/1/2014	6/1/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractor's Equipment			IM8912701	6/1/2014	6/1/2015	$5,000 Deductible	500,000
A	Builder's Risk			QT6604267B585TLC13	7/1/2013	7/1/2014		20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

**********Sample**********

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/KRP

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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

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

JACK BROOKS REGIONAL AIRPORT ELECTRICAL VAULT REPLACEMENT

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 **22nd** day of **July, 2014.**

ALLCO, L.L.C. TEXAS

Jackie Christopher
(Witness)

Allco
(Principal) (Seal)

T.W. Harrison, President
(Title)

Kami R. Piron
Kami R Piron (Witness)

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.

S-1869-G (07-97)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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. 005725807

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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of December, 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 the 5th day of December, 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.

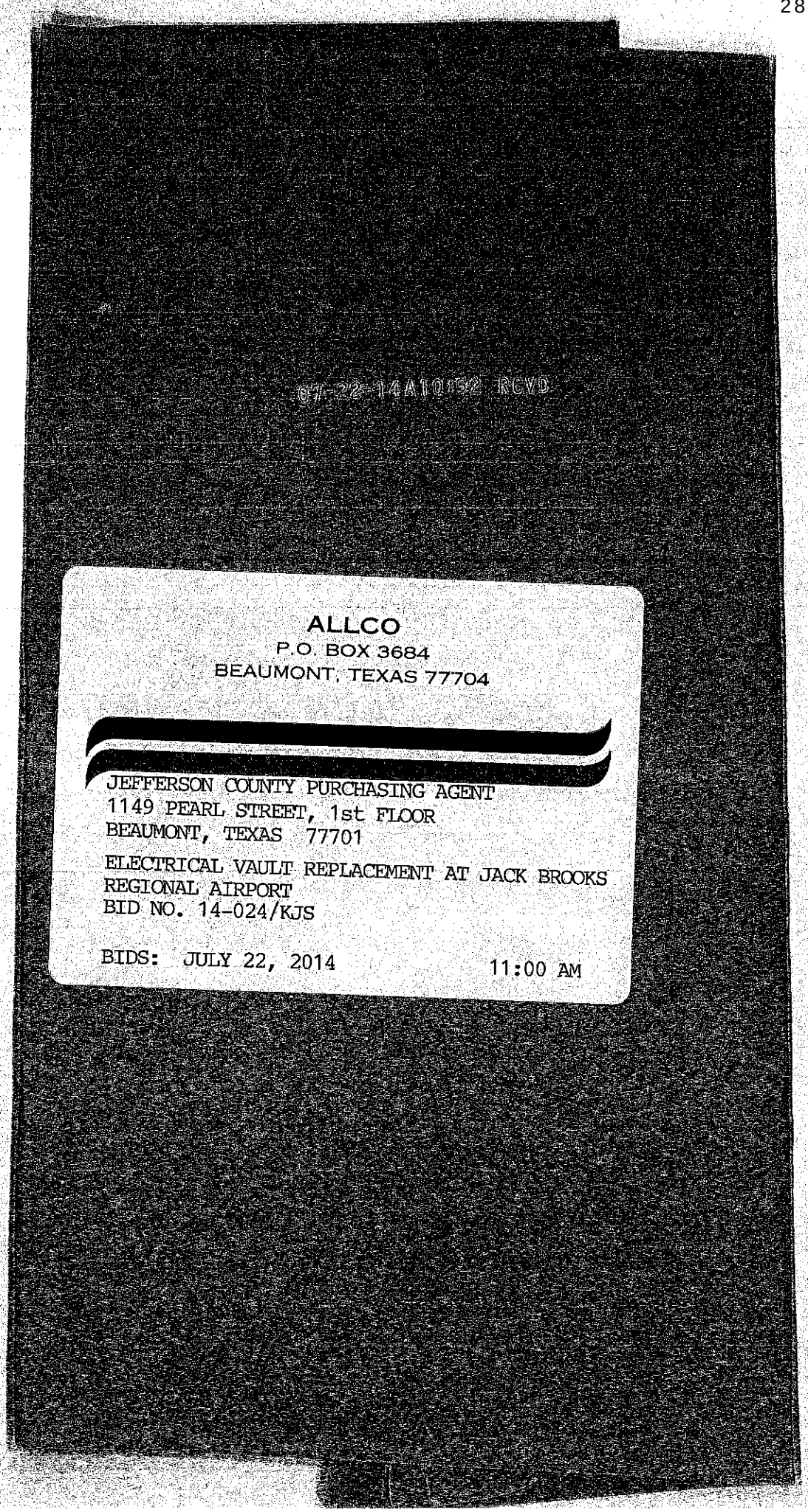
In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


07-22-14A10:52 RCVD
ALLCO
P.O. BOX 3684
BEAUMONT, TEXAS 77704
JEFFERSON COUNTY PURCHASING AGENT
1149 PEARL STREET, 1st FLOOR
BEAUMONT, TEXAS 77701
ELECTRICAL VAULT REPLACEMENT AT JACK BROOKS REGIONAL AIRPORT
BID NO. 14-024/KJS
BIDS: JULY 22, 2014 11:00 AM

PROPOSAL

Place PORT ARTHUR, TEXAS

Date July 22, 2014

Proposal of LANGE BROTHERS CONSTRUCTION, INC.,

a corporation organized and existing under the laws of the State of TEXAS,

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **ELECTRICAL VAULT REPLACEMENT.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within fifteen (15) consecutive calendar days thereafter (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet No.	Title
G-101	COVER SHEET
G-102	SHEET INDEX AND SUMMARY OF QUANTITIES
G-103	GENERAL NOTES
G-104	CONCURRENT PROJECTS LAYOUT
G-201	PROJECT LAYOUT PLAN AND SURVEY CONTROL PLAN
G-301	SAFETY AND PHASING PLAN
G-401	GEOTECHNICAL INVESTIGATION PLAN

Sheet No.	Title
C-101	FENCING DETAILS
C-201	DEMOLITION DETAILS
C-301	JOINTING DETAILS
E-001	ELECTRICAL LEGEND AND NOTES
E-002	KEYED NOTES
E-101	CIVIL SITE PLAN
E-102	ELECTRICAL VAULT SITE PLAN
E-103	BEACON SITE PLAN – (ADDITIVE ALTERNATE I)
E-201	ONE LINE DIAGRAM I
E-202	ONE LINE DIAGRAM II
E-203	ELECTRICAL DETAILS I
E-204	ELECTRICAL DETAILS II
E-205	ELECTRICAL DETAILS III
E-206	ELECTRICAL DETAILS IV
E-207	ELECTRICAL DETAILS V
E-208	ELECTRICAL DETAILS VI
E-209	ELECTRICAL DETAILS VII
E-210	ELECTRICAL DETAILS VIII
A-100	FLOOR PLAN ELEVATIONS
A-101	BUILDING SECTIONS AND WALL SECTIONS
A-102	DOOR DETAILS AND ROOFING DETAILS
A-200	GENERAL NOTES
A-201	FRAMING PLANS AND FRAMING DETAILS
A-202	FOUNDATION DETAILS
A-301	HVAC PLAN AND DETAILS

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-120	Site Preparation
Item SS-130	Trench and Excavation Safety Systems
Item SS-281	Steel Safety Bollards
Item SS-300	Basic Electrical Requirements
	Modification to Item F-162
Item F-162	Chain-Link Fences
	Modification to Item L-101
Item L-101	Airport Rotating Beacons
	Modification to Item L-108
Item L-108	Underground Power Cable for Airports
	Modifications to Item L-109
Item L-109	Airport Transformer Vault and Vault Equipment
	Modification to Item L-110
Item L-110	Airport Underground Electrical Duct Banks and Conduits
	Modification to Item L-115
Item L-115	Electrical Manholes and Junction Structures
	Modification to Item P-101
Item P-101	Surface Preparation
	Modification to Item P-501
Item P-501	Portland Cement Concrete Pavement

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 dated 6-23-14

Addendum No. 2 dated 7-10-14

Addendum No. 3 dated 7-18-14

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a certified check/bid bond (*strike one*)

in the amount of _____ Dollars

($_____), being not less than five percent (5%) of the total amount of the bid for the base bid plus all alternates, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-1	SITE PREPARATION	LS	100%	$ 2,550.00	$2,550.00
	Unit price in words: Two thousand five hundred fifty		dollars and	00 /100	
SS-130-1	TRENCH AND EXCAVATION SAFETY SYSTEMS	LS	100%	$ 2,840.00	$ 2,840.00
	Unit price in words: Two thousand eighty hundred forty		dollars and	00 /100	
SS-281-1	STEEL SAFETY BOLLARDS	EA	12	$ 370.00	$4,440.00
	Unit price in words: Three hundred seventy		dollars and	00 /100	
F-162-1	REMOVAL AND DISPOSAL OF EXISTING FENCE	LF	133	$ 15.34	$2,040.00
	Unit price in words: fifteen		dollars and	34 /100	
F-162-2	7' CHAIN-LINK FENCE W/ 3-STRAND BARBED WIRE	LF	93	$ 37.70	$3,506.00
	Unit price in words: Thirty seven		dollars and	70 /100	
P-101-5.1a	CONCRETE PAVEMENT REMOVAL	SY	420	$ 52.94	$22,235.00
	Unit price in words: fifty two		dollars and	94 /100	
P-501-8.1a	PORTLAND CEMENT CONCRETE PAVEMENT (≤ 10" THICKNESS)	SY	410	$ 87.08	$35,703.00
	Unit price in words: Eighty seven		dollars and	08 /100	

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-300-1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	100%	$ 6,885.00	$ 6,885.00
	Unit price in words: Six thousand eight hundred eighty five dollars and 00 /100				
L-108-1	NO. 8 AWG 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	2,130	$ 13.48	$ 28,713.00
	Unit price in words: Thirteen dollars and 48 /100				
L-108-2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	1,130	$ 3.46	$ 3,910.00
	Unit price in words: three dollars and 46 /100				
L-108-3	NO. 6 AWG STRANDED, 600V RATED, TYPE XHHW, GREEN INSULATED EQUIPMENT GROUND, INSTALLED IN DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	175	$ 1.99	$ 348.00
	Unit price in words: one dollars and 99 /100				
L-108-4	12-STRAND ALCMS FIBER OPTIC CABLE	LF	175	$ 49.81	$ 8,717.00
	Unit price in words: forty nine dollars and 81 /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-108-5	6-PAIR, PE-89 TELEPHONE CABLE, INSTALLED	LF	350	$ 13.58	$ 4,753.00
	Unit price in words: thirteen dollars and 58 /100				
L-108-6	GENERATOR REMOTE ANNUNCIATOR CABLE, INSTALLED	LF	350	$ 37,59	$ 13,157.00
	Unit price in words: thirty seven dollars and 59 /100				
L-109-1	CONSTRUCTION OF AIRPORT VAULT BUILDING AND FOUNDATION IN PLACE	LS	100%	$ 131,644.00	$ 131,644.00
	Unit price in words: One hundred thirty one thousand six hundred forty four dollars and 00 /100				
L-109-2	INSTALLATION OF AIRPORT TRANSFORMER VAULT EQUIPMENT, IN PLACE	LS	100%	$ 312,332.00	$ 312,332.00
	Unit price in words: Three hundred twelve thousand three hundred thirty two dollars and 00 /100				
L-109-3	EXISTING AIRFIELD LIGHTING POWER DISTRIBUTION EQUIPMENT, REMOVED	LS	100%	$ 12,750.00	$ 12,750.00
	Unit price in words: Twelve thousand seven hundred fifty dollars and 00 /100				
L-109-4	GENERATOR AND TRANSFER SWITCH SYSTEM, INSTALLED	LS	100%	$ 233,192.00	$ 233,192.00
	Unit price in words: Two hundred thirty three thousand one hundred ninety two dollars and 00 /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-110-1	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2WAY-1"C	LF	25	$ 144.69	$3,617.00
	Unit price in words: one hundred forty four dollars and 69 /100				
L-110-2	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 4-WAY 1"C	LF	50	$ 79.43	$ 3,972.00
	Unit price in words: seventy nine dollars and 43 /100				
L-110-3	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2-WAY 4"C	LF	40	$ 363.38	$ 14,535.00
	Unit price in words: Three hundred sixty three dollars and 38 /100				
L-110-4	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 6-WAY 4"C	LF	80	$ 382.50	$ 30,600.00
	Unit price in words: three hundred eighty two dollars and 50 /100				
L-110-5	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 8-WAY 4"C	LF	100	$ 719.10	$ 71,910.00
	Unit price in words: seven hundred nineteen dollars and 10 /100				
L-115-1	PRECAST CONCRETE ELECTRICAL HANDHOLE, INTERIOR DIMENSIONS 2'L X 3'W X 3'D, INSTALLED	EA	7	$ 5.642.00	$ 39,494.00
	Unit price in words: Five thousand six hundred forty two dollars and 00 /100				

TOTAL (BASE BID) $ 993,843.00

Total price in words: nine hundred ninety three thousand eight hundred forty three dollars and 00 /100

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

ALLOWANCE NO. 1 – ELECTRICAL ALLOWANCE FOR COMMERCIAL SERVICE TO VAULT

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
ALLOW-1	ELECTRICAL ALLOWANCE FOR COMMERCIAL SERVICE TO VAULT	LS	100%	***$10,000.00***	***$10,000.00***

TOTAL (ALLOWANCE 1) ***$10,000.00***

Total price in words: _____ dollars and _____ /100

ALLOWANCE NO. 2 – ELECTRICAL ALLOWANCE FOR FAA EQUIPMENT

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
ALLOW-2	ALLOWANCE FOR FAA EQUIPMENT	LS	100%	***$12,000.00***	***$12,000.00***

TOTAL (ALLOWANCE 2) ***$12,000.00***

Total price in words: _____ dollars and _____ /100

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

ADDITIVE ALTERNATE NO. 1 – REMOVE AND REPLACE ROTATING BEACON

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-101-1	L-802A, AIRPORT ROTATING BEACON, IN PLACE	LS	100%	$ 32,646.00	$ 32,646.00
	Unit price in words: thirty two thousand six hundred forty six dollars and 00 /100				
L-101-2	EXTISTING AIRPORT ROTATING BEACON, REMOVED	LS	100%	$ 5,355.00	$ 5,355.00
	Unit price in words: five thousand three hundred fifty five dollars and 00 /100				

TOTAL (ADDITIVE ALTERNATE 1) $ 38,001.00

Total price in words: thirty eight thousand one dollars and 00 /100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **210 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

Barbara L. Klumpp
(Witness)

LANGE BROTHERS CONSTRUCTION, INC.
(Name of Bidder)

By: Ronnie C. Lange

RONNIE C. LANGE - president
(Print Name and Title)

(Address)

6301 Diamond Avenue

Port Arthur, Texas 77640
(Office Address of Bidder)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

MERCHANTS BONDING COMPANY℠
MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

Bond No.:

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we LANGE BROTHERS, INC.

as Principal, hereinafter called the Principal, and

MERCHANTS NATIONAL BONDING, INC.

a corporation duly organized under the laws of the State of Iowa

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 OF BID BOND

Dollars (**********5**********),

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

Electrical vault replacement at Jack Brooks Regional Airport

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 materials 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 day of

PRINCIPAL:

Lange Brothers, Inc.

SURETY:

Merchants National Bonding, Inc.

K. Scott Miller
Attorney-in-Fact

K Scott Miller

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Larry W. Smith, George M. Haynes, K. Scott Miller

of Beaumont and State of Texas their true and lawful Attorney-In-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

ONE MILLION FIVE HUNDRED THOUSAND ($1,500,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 29th day of August , 2013 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 29th day of August , 2013 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said Instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

MARANDA GREENWALT
Commission Number 770312
My Commission Expires
October 28, 2014

Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (11/11)

07-22-14A10:53 RCVD

LANGE BROTHERS, INC.
6301 Diamond Avenue
Port Arthur, Texas 77640

ELECTRICAL VAULT REPLACEMENT AT

TO: JACK BROOKS REGIONAL AIRPORT
14-024/KJS
July 22,2014/1:00 AM CST
JEFFERSON COUNTY PURCHASING DIV.
1149 Pearl Street, 1st floor
Beaumont, Texas 77701

ORIGINAL

PROPOSAL

Place _____

Date 7/21/14

Proposal of BDS Constructon LLC dba MK Construction

a corporation organized and existing under the laws of the State of Texas

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **ELECTRICAL VAULT REPLACEMENT.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within fifteen (15) consecutive calendar days thereafter (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet No.	Title
G-101	COVER SHEET
G-102	SHEET INDEX AND SUMMARY OF QUANTITIES
G-103	GENERAL NOTES
G-104	CONCURRENT PROJECTS LAYOUT
G-201	PROJECT LAYOUT PLAN AND SURVEY CONTROL PLAN
G-301	SAFETY AND PHASING PLAN
G-401	GEOTECHNICAL INVESTIGATION PLAN

Sheet No.	Title
C-101	FENCING DETAILS
C-201	DEMOLITION DETAILS
C-301	JOINTING DETAILS
E-001	ELECTRICAL LEGEND AND NOTES
E-002	KEYED NOTES
E-101	CIVIL SITE PLAN
E-102	ELECTRICAL VAULT SITE PLAN
E-103	BEACON SITE PLAN – (ADDITIVE ALTERNATE I)
E-201	ONE LINE DIAGRAM I
E-202	ONE LINE DIAGRAM II
E-203	ELECTRICAL DETAILS I
E-204	ELECTRICAL DETAILS II
E-205	ELECTRICAL DETAILS III
E-206	ELECTRICAL DETAILS IV
E-207	ELECTRICAL DETAILS V
E-208	ELECTRICAL DETAILS VI
E-209	ELECTRICAL DETAILS VII
E-210	ELECTRICAL DETAILS VIII
A-100	FLOOR PLAN ELEVATIONS
A-101	BUILDING SECTIONS AND WALL SECTIONS
A-102	DOOR DETAILS AND ROOFING DETAILS
A-200	GENERAL NOTES
A-201	FRAMING PLANS AND FRAMING DETAILS
A-202	FOUNDATION DETAILS
A-301	HVAC PLAN AND DETAILS

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-120	Site Preparation
Item SS-130	Trench and Excavation Safety Systems
Item SS-281	Steel Safety Bollards
Item SS-300	Basic Electrical Requirements
	Modification to Item F-162
Item F-162	Chain-Link Fences
	Modification to Item L-101
Item L-101	Airport Rotating Beacons
	Modification to Item L-108
Item L-108	Underground Power Cable for Airports
	Modifications to Item L-109
Item L-109	Airport Transformer Vault and Vault Equipment
	Modification to Item L-110
Item L-110	Airport Underground Electrical Duct Banks and Conduits
	Modification to Item L-115
Item L-115	Electrical Manholes and Junction Structures
	Modification to Item P-101
Item P-101	Surface Preparation
	Modification to Item P-501
Item P-501	Portland Cement Concrete Pavement

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. #1 dated 6/23/14

Addendum No. #2 dated 7/10/14

Addendum No. #3 dated 7/18/14

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a certified check/bid bond (*strike one*)

in the amount of 5% of Bid Dollars

($_____), being not less than five percent (5%) of the total amount of the bid for the base bid plus all alternates, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-1	SITE PREPARATION	LS	100%	$ 151,000.00	$ 151,000.00
	Unit price in words: ONE HUNDRED FIFTY-ONE THOUSAND dollars and NO /100				
SS-130-1	TRENCH AND EXCAVATION SAFETY SYSTEMS	LS	100%	$ 2,500.00	$ 2,500.00
	Unit price in words: TWO THOUSAND FIVE HUNDRED dollars and NO /100				
SS-281-1	STEEL SAFETY BOLLARDS	EA	12	$ 450.00	$ 5,400.00
	Unit price in words: FOUR HUNDRED FIFTY dollars and NO /100				
F-162-1	REMOVAL AND DISPOSAL OF EXISTING FENCE	LF	133	$ 10.00	$ 1,330.00
	Unit price in words: TEN dollars and NO /100				
F-162-2	7' CHAIN-LINK FENCE W/ 3-STRAND BARBED WIRE	LF	93	$ 45.00	$ 4,185.00
	Unit price in words: FORTY-FIVE dollars and NO /100				
P-101-5.1a	CONCRETE PAVEMENT REMOVAL	SY	420	$ 38.00	$ 15,960.00
	Unit price in words: THIRTY-EIGHT dollars and NO /100				
P-501-8.1a	PORTLAND CEMENT CONCRETE PAVEMENT (≤ 10" THICKNESS)	SY	410	$ 157.00	$ 64,370.00
	Unit price in words: ONE HUNDRED FIFTY-SEVEN dollars and NO /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-300-1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	100%	$ 2,000.00	$ 2,000.00
	Unit price in words: TWO THOUSAND		dollars and NO	/100	
L-108-1	NO. 8 AWG 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	2,130	$ 1.80	$ 3,834.00
	Unit price in words: ONE		dollars and EIGHTY	/100	
L-108-2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	1,130	$ 2.00	$ 2,260.00
	Unit price in words: TWO		dollars and NO	/100	
L-108-3	NO. 6 AWG STRANDED, 600V RATED, TYPE XHHW, GREEN INSULATED EQUIPMENT GROUND, INSTALLED IN DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	175	$ 3.00	$ 525.00
	Unit price in words: THREE		dollars and NO	/100	
L-108-4	12-STRAND ALCMS FIBER OPTIC CABLE	LF	175	$ 24.00	$ 4,200.00
	Unit price in words: TWENTY-FOUR		dollars and NO	/100	

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-108-5	6-PAIR, PE-89 TELEPHONE CABLE, INSTALLED	LF	350	$ 8.00	$ 2,800.00
	Unit price in words: EIGHT dollars and NO /100				
L-108-6	GENERATOR REMOTE ANNUNCIATOR CABLE, INSTALLED	LF	350	$ 8.00	$ 2,800.00
	Unit price in words: EIGHT dollars and NO /100				
L-109-1	CONSTRUCTION OF AIRPORT VAULT BUILDING AND FOUNDATION IN PLACE	LS	100%	$ 170,950.00	$ 170,950.00
	Unit price in words: ONE HUNDRED SEVENTY THOUSAND dollars and NO /100				
L-109-2	INSTALLATION OF AIRPORT TRANSFORMER VAULT EQUIPMENT, IN PLACE	LS	100%	$ 325,000.00	$ 325,000.00
	Unit price in words: THREE HUNDRED TWENTY-FIVE THOUSAND dollars and NO /100				
L-109-3	EXISTING AIRFIELD LIGHTING POWER DISTRIBUTION EQUIPMENT, REMOVED	LS	100%	$ 6,500.00	$ 6,500.00
	Unit price in words: SIX THOUSAND FIVE HUNDRED dollars and NO /100				
L-109-4	GENERATOR AND TRANSFER SWITCH SYSTEM, INSTALLED	LS	100%	$ 220,000.00	$ 220,000.00
	Unit price in words: TWO HUNDRED TWENTY THOUSAND dollars and NO /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-110-1	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2WAY-1"C	LF	25	$ 107.00	$ 2,675.00
	Unit price in words: ONE HUNDRED SEVEN dollars and NO /100				
L-110-2	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 4-WAY 1"C	LF	50	$ 115.00	$ 5,750.00
	Unit price in words: ONE HUNDRED FIFTEEN dollars and NO /100				
L-110-3	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2-WAY 4"C	LF	40	$ 160.00	$ 6,400.00
	Unit price in words: SIX THOUSAND FOUR HUNDRED dollars and NO /100				
L-110-4	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 6-WAY 4"C	LF	80	$ 180.00	$ 14,400.00
	Unit price in words: FOURTEEN THOUSAND FOUR HUNDRED dollars and NO /100				
L-110-5	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 8-WAY 4"C	LF	100	$ 205.00	$ 20,500.00
	Unit price in words: TWENTY THOUSAND FIVE HUNDRED dollars and NO /100				
L-115-1	PRECAST CONCRETE ELECTRICAL HANDHOLE, INTERIOR DIMENSIONS 2'L X 3'W X 3'D, INSTALLED	EA	7	$ 3,210.00	$ 22,470.00
	Unit price in words: THREE THOUSAND TWO HUNDRED TEN dollars and NO /100				

TOTAL (BASE BID) $ 1,057,809.00

Total price in words: ONE MILLION FIFTY-SEVEN THOUSAND EIGHT HUNDRED NINE dollars and NO /100

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

ALLOWANCE NO. 1 – ELECTRICAL ALLOWANCE FOR COMMERCIAL SERVICE TO VAULT

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
ALLOW-1	ELECTRICAL ALLOWANCE FOR COMMERCIAL SERVICE TO VAULT	LS	100%	***$10,000.00***	***$10,000.00***

TOTAL (ALLOWANCE 1) ***$10,000.00***

Total price in words: Ten Thousand dollars and NO /100

ALLOWANCE NO. 2 – ELECTRICAL ALLOWANCE FOR FAA EQUIPMENT

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
ALLOW-2	ALLOWANCE FOR FAA EQUIPMENT	LS	100%	***$12,000.00***	***$12,000.00***

TOTAL (ALLOWANCE 2) ***$12,000.00***

Total price in words: Twelve Thousand dollars and NO /100

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

ADDITIVE ALTERNATE NO. 1 – REMOVE AND REPLACE ROTATING BEACON

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-101-1	L-802A, AIRPORT ROTATING BEACON, IN PLACE	LS	100%	$ 6,000.00	$ 6,000.00
	Unit price in words: _____ dollars and _____ /100				
L-101-2	EXTISTING AIRPORT ROTATING BEACON, REMOVED	LS	100%	$ 1,500.00	$ 1,500.00
	Unit price in words: _____ dollars and _____ /100				

TOTAL (ADDITIVE ALTERNATE 1) $ 7,500

Total price in words: SEVEN THOUSAND FIVE HUNDRED dollars and NO /100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **210 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

Carrie Vincent
(Witness)

2485 N. St
Vidor Tx 77662
(Address)

2485 N. St
Vidor Tx 77662
(Office Address of Bidder)

BDS Construction LLC
d.b.a. MC Construction
(Name of Bidder)

By Kenneth D. Stewart
Kenneth D. Stewart
(Print Name and Title)
President

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder BDS Constructors LLC dba. MR Constructors
2. Permanent main office address
   2485 N. St
   Vidor Tx 77662.
3. When organized 10/2011.
4. If a corporation, where incorporated Texas.
5. How many years have been engaged in the contracting business under your present firm or trade name? 3yrs.
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)

   See attached

   General character of work performed by your company ROW - Pipeline - Civil
7. Have you ever failed to complete any work awarded to you? NO
8. Have you ever defaulted on a Contract? NO.
   If so, where and why? _____
9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? NO
   If so, where and why? /
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document). See attached.
11. List your major equipment available for this Contract (attach to back of this document). See attached.
12. List your experience in construction work similar in scope and scale to this project (attach to back of this document). See attached
13. Background and experience of the principal members of your organization, including the officers (attach to back of this document). 20yrs Exp.
14. Credit available: $ 750,000.00
15. Give Bank reference: Third Coast Bank

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;

(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and

(c) Criminal proceedings.

Dated at 4:15 this 21 day of July, 2014

BDS Construction LLC
dba. MK Constructors
(Name of Bidder)
By Kenneth. D. Stewart
Title President
* Kenneth D. Stewart

STATE OF Texas)
) §.
COUNTY OF Orange)

Kenneth D. Stewart being duly sworn deposes and says that he is President of BDS Construction LLC dba. MK Constructors
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 21 day of July, 2014.

Carrie E Vincent
(Notary Public)

My Commission Expires:
4/13/16

CARRIE EVE VINCENT
Notary Public, State of Texas
My Commission Expires
April 13, 2016

Current Projects
MK Constructors

Client	Name of Project	Bid Amount	Type of Work	Client Contact	Contact Number
Chambers County	Turtle Bayou Road and Drainage Rehab	$. 2,129,933.30	Road Work	Dee Dee Laskoskie	1-409-267-2692
City of Port Arthur	Gulf Storage Tank	$ 1,928,800.00	Water Storage Facility	Shawna Tubbs	1-409-983-8160
Jefferson County	Main B	$ 2,961,035.00	Drainage Ditch	Candace Plessala	1-409-835-8593
City of Pinehurst	Lexington Bridge	$ 209,520.00	Road Crossing Replacement	Nester Barroeta	1-409-866-0341
City of Pine Forest	Grinder Station Installation	$ 185,122.00	Grinder Station Installation	Nester Barroeta	1-409-866-0341
DD7	Lateral 3A Concrete Ditch Liner	$ 988,083.00	Drainage Ditch	Debra Clark	1-409-835-8593
UPS	Ineos Plant	$ 339,000.00	Methane Gas Pipeline	Bubba Jackson	1-281-694-6013
City of West Orange	Culverts	$ 424,994.00	Drainage Crossing	Nester Barroeta	1-409-866-0341
Eagle Rock	2014 Blanket Bid	T&M	Pipeline Work	Bob Smith	1-281-408-1200
Luca	Baton Rouge Job	$ 481,300.00	Pipeline Oil-Line	Brian Musinick	
		$ 9,647,787.30			

Completed Jobs
MK Constructors

Client	Name of Project	Bid $	Type of Work	Client Contact	Contact Number	Job #
GT Logistics, LLC	Underground Pipeline Project	$ 884,606.00	Underground Pipeline Project	Bart Owens	1-409-983-5350.	MK12-0001
Troy Construction	Asphault Work	$ 30,100.00	Asphault Work			MK12-0002
Will Call	Grinding Work	$ 5,040.00	Grinding Work			MK12-0003
Bredero Shaw	Final Plumbing Connection	$ 7,775.00	Final Plumbing Connection			MK12-0004
Jefferson County-DD7	Rhodair Gully Laeral 3	$ 1,110,695.78	Concrete Ditch Liner	Ralph Mitchell	1-409-985-4369	MK12-0005
City of Liberty	Boomer-rang	$ 32,882.32	Meter Vault			MK12-0006
Eagle Rock	Million Dollar Baby	$ 293,704.00	Pipeline	Bob Smith	1-281-408-1200	MK12-0007
Jefferson County-DD7	Rhodair Gully Phase 3	$ 761,926.02	Drainage Ditch Re-shaping	Ralph Mitchell	1-409-985-4369	MK12-0008
Terry Metrion	Operators	$ -	Operators			MK12-0009
Eagle Rock	Panotex Pipeline System	$ 987,441.25	Pipeline	Bob Smith	1-281-408-1200	MK12-0010
Chambers County	Smith Point	$ 1,131,750.50	Water Rehab			MK12-0011
Sunland	Transcanada Pipeline Project	$ 1,839,904.30	Underground Pipeline Project	Lester Deshotel	1-713-693-6468	MK12-0012
2012 Completed Jobs		$ 7,085,825.17				
Eagle Rock	Blanket Bid	$ 2,299,217.00	Pipeline Project		1-281-408-1200	MK13-0013
KAI	Nederland Store	$ 5,850.00	Concrete Driveway			MK13-0014
Brown and Gay	Clearing and Grubbing	$ 373,062.21	Clearing and Grubbing	Gary Gossler	1-281-558-8700	MK13-0015
H.B. Neild	First Baptist Church	$ 269,725.62	Underground Utilities	Tom Neild	1-409-842-2272	MK13-0016
Evergreen	Caldwell Project	$ 1,153,640.60	Pipeline-Lay Pipeline	Jacob Yocham	1-409-722-2902	MK13-0017
EHRA	Sugarland Project	$ 96,500.00	Clearing and Grubbing			MK13-0018
Superior Pipeline	Pipeline ROW	$ 172,500.00	ROW Clearing			MK13-0020
GT Logistics, LLC	Firewater Project	$ 128,000.00	Pipeline-Lay Pipeline	Bart Owens	1-409-983-5350	MK13-0021
Snappy Services	Misc. Welders	$ 12,600.00	Misc. Welders			MK13-0022
Orange County	Sewer System Install	$ 134,790.00	Sewer System Install			MK13-0023
City of Silsbee	Knupple Project	$ 281,375.00	Drainage			MK13-0025
Orange County	Sewer System Install	$ 25,200.00	Sewer System Install			MK13-0026
PA EDC	Misc. Elect.	$ 8,800.00	Misc. Elect.			MK13-0028
2013 Completed Jobs		$ 4,961,260.43				

	EQUIPMENT		
2006	JLG	JLG G642A 6000LB 4X4 Telescopic Forklift	SN# 0160022751
2011	Takeuchi	TL240 Skidsteer	SN# 224001421
2011	Komatsu	D51PX-22 Dozer	SN# B12535
2011	Komatsu	PC200LC-8 Excavator	SN# A90131
2012	CAT	320EL Excavator	SN# WBK01841
2012	CAT	320EL Excavator	SN# WBK01833
2013	Komatsu	PC210LC-10 Excavator	SN# 450498
2013	Takeuchi	TL10R Skidsteer	SN# 201000608
2014	CAT	305E Excavator	SN# XFA02830
2007	Caterpillar	420EIT Backhoe Loader	SN# KMW01446

KENNETH D. STEWART

5735 Regina Lane
Beaumont, TX 77706

CONSTRUCTION EXPERIENCE:

(9/2010 – 3/2011)
WILLIAMSON CONSTRUCTION & EQUIPMENT
2575 Hwy 69 S, Lumberton, Tx 77657

Responsible for estimating and project management of projects in heavy civil(i.e. – roads, bridges, paving, foundations, structures), commercial, drainage, and earthwork.

PROJECTS:
Client: Sabine Neches Navigation District
Automated, elevated, control building for flood gate structures
COST - $2.5 Mil
Client: ShawCorp
Installed on-site gravity sewer, gas line bores, and air-line piping
COST - $178K
Client: GT Logistics
Construction of a Vehicular and Rail Bridge over the LNVA canal
COST - $1.4 Mil

(11/2008 – 9/2010)
STEWCON GROUP, LLC dba/ Stewart Homes
5735 Regina Lane
Beaumont, TX 77706

I started my own company in April of 2008. Residential construction was the focus of the organization in the beginning with the goal of building up large enough to gain bonding and begin moving into civil and commercial markets.

Client: Magnolia Laurel
Managed the construction of the Plantation Oaks subdivision on Keith Road in Lumberton
COST: $1.4 Mil
Client: Magnolia Laurel
Constructed residential offices for their internet business
COST: $425K
Client: Peter Morrison
Constructed a two-story high end residence with underground vault/basement
COST: $2.1 Mil

KENNETH D. STEWART
5735 Regina Lane
Beaumont, TX 77706

(6/2000 – 11/2008)
ALLCO, INC.
6720 College Street
Beaumont, TX 77707

Began in commercial construction from 2000 to 2003 estimating and project managing:
PROJECTS:
Client: BISD
Project manager for construction of Pietzsch-MacArthur Elementary School
COST: $16.8 Mil
Client: Jefferson County
Project manager for construction of 12-Field Fast-Pitch Softball Complex (Ford Park)
COST: $5.5 Mil
Client: Beaumont Pediatrics
Estimated and managed construction of office remodel
COST: $735K

Began estimating and managing the Highway Division from 2003 to 2008:
PROJECTS:
Client: TXDOT(Beaumont)
Estimated and managed the construction of Major Drive between I-10 and Washington Street. Approx 4mi.
COST: $8.1 Mil
Client: TXDOT(Bryan/College Station)
Estimated and managed a grade separation for Villa Maria Road to go under the UPPR R.O.W. Double Bridge structure with deep storm sewer, drilled shaft retaining walls, and poured-in-place decorative wall panels
COST: $13 Mil
Client: TXDOT(Beaumont)
Estimated and managed construction of approx 5 mi of 84ft wide 10" paving north of Kirbyville beginning near FM363. I was responsible for procuring our portable concrete batch plant and developing the concrete mix designs required by TXDOT for the project.
COST: $ 24.1 Mil

KENNETH D. STEWART
5735 Regina Lane
Beaumont, TX 77706

(5/1997 – 5/2000)
Tribble & Stephens General Contracting
8588 Katy Frwy, Ste. 100
Houston, TX 77024

After graduating from Texas A&M I began my construction career with Tribble & Stephens in May of 1997. I started off on the jobsite and was responsible for rfi's, submittals, subcontracts, and on-site inspections.

Client: Randall Davis
Renovation of the 18-Story Rice Hotel – Downtown Houston
COST: $18.2 Mil

Project: IL PALAZZO
New construction of a 6-Story poured-in-place concrete structure to be sold as loft condominiums.
COST: $6 Mil

EDUCATION/TRAINING:
Stephen F. Austin H.S. – '91
Lamar University (Beaumont) – '94 A.A.S. – Computer Drafting Technology
Texas A&M University – '97 B.S. – Construction Science

Mike Brown
4340 Hwy 1131
Vidor TX, 77662

CONSTRUCTION EXPERIENCE:

(2006-2012)
WILLIAMSON CONSTRUCTION & EQUIPMENT
2575 Hwy 69 S, Lumberton, TX 77657

Responsible for estimating and managing projects. Managing the entire business.

PROJECTS:
Client: Sabine Neches Navigation District
Automated, elevated, control building for flood gate structures
COST - $2.5 Mil
Client: Sunoco Logistics
Ethanol Plant
COST- $1.6 Mil
Client: GT Logistics
Construction of a Vehicular and Rail Bridge over the LNVA canal
COST -$1.4 Mil
Client: Kinder Hawk
Construction of Ammne Plant
COST- $1.1 Mil
Client: Eagle Rock Energy
Pipeline
COST- $1.1 Mil
Client: ShawCorp
Installed on-site gravity sewer, gas line bores, and air-line piping
COST - $178K

Mike Brown
4340 Hwy 1131
Vidor TX, 77662

(6/1/2001 to 6/1/2006)
Simco Enterprises
3101 Main
Groves, TX 77651

Responsible for estimating and project management

PROJECTS:
Client: Arceneaux and Gates
City of Orange River Front Park
Cost: $1.9 Mil

Client: City of Port Neches
Water Main Project
Cost: $2.1 Mil

(5/1/1996 to 6/1/2001)
F.D. Shay Contractors
2108 Hwy 108
Sulphur, La

Supervisor for road and utility projects ranging from $500,000.00 to 11,600,000.00.

Education and Training

1989	Graduated from Vidor High School
1989-1991	USMC

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO. | COMPANY | [X] COMMERCIAL [ ] PERSONAL

Amtrust Insurance Company of Kansas Inc.

POLICY NUMBER: KPP 1021909-00
EFFECTIVE DATE: 03/19/2014
EXPIRATION DATE: 03/19/2015

YEAR | MAKE/MODEL | VEHICLE IDENTIFICATION NUMBER: 8699

AGENCY: McElveen Insurance, LLC
700 West Prien Lake Road, Suite 200
Lake Charles, LA 70601

AGENCY PHONE NO.: (337) 475-7441

INSURED: B D S Constructors, LLC
2485 North Street
Vidor, TX 77662

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL

TEXAS LIABILITY INSURANCE CARD
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- o motor vehicle registration
- o driver's license
- o motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

ACORD 50 TX (2008/11) © 1991-2008. ACORD CORPORATION. All rights reserved.

Tarjeta de Seguro de Responsabilidad de Texas
Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- o registro de vehículo de motor
- o licencia para conducir
- o etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de $15 por día).

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE BDS Constructors, LLC dba MK Constructors
2485 North Street, Vidor, TX 77662

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155-0001

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson County
1149 Pearl Street, Beaumont, TX 77701

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),

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 Jack Brooks Airport New Electrical Building

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 materials 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 22nd day of July , 2014

(Witness)

BDS Constructors, LLC dba MK Constructors
(Principal) (Seal)

By: Kenneth D. Stewart President
(Title)

Chris Baker (Witness)

Hartford Fire Insurance Company
(Surety) (Seal)

By: Douglas N. McElveen
Attorney-in-Fact (Title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 43-483928

- [x] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [x] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [x] **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 :

Christine Baker, Amanda McElveen, Douglas N. McElveen, Kathy Peters of LAKE CHARLES, Louisiana

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, Assistant Secretary

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.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

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 July 22, 2014
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number:	IFB 14-024/KJS
IFB Title:	Electrical Vault Replacement at Jack Brooks Regional Airport
IFB Due:	**11:00 am CST, Tuesday, July 22, 2014**
Addendum No.:	1
Issued (Date):	June 23, 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: Revision of Website Address where Specifications and Plans may be obtained.

Specifications and Plans may be obtained at: http://ftp.garverusa.com

Username: BPT_EVAULT2
Password: BPT2BIDDER

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: * Kenneth D. Stewart

ATTEST:
Carrie E Vincent
Witness

Witness

Approved by CV Date: 7/21/14

BDS Construction LLC dba. NK Construction
Authorized Signature (Bidder)

President
Title of Person Signing Above

Kenneth D. Stewart
Typed Name of Business or Individual

2485 N. St
Address Vidor TX 77662

GARVER
11111 Katy Freeway
Suite 910
Houston, TX 77079
TEL 713.491.8333
FAX 713.973.5777
www.GarverUSA.com

July 10, 2014

Addendum No.2
To Plans, Contract Documents and Specifications
IFB 14-024/KJS, Electrical Vault Replacement

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict. All bidders shall acknowledge receipt of this Addendum on page C-5 of the sealed bid proposal.

Modifications to the Bidding Requirements:

1. ***The bid opening time has changed*** to ***11:00 am*** on Tuesday, July 22, 2014. The location where bids are due has NOT changed.
2. A site visit for interested parties has been arranged. This is not a mandatory site visit, but will be the only opportunity to view the secured area of the project. The date and time of the visit are July 14, 2014 at 9:00 a.m. The location is the lobby of the Jerry Ware Terminal Building at 5000 Jerry Ware Drive, Beaumont, TX 77705.

Modifications to the Standard Form of Agreement:

1. **Replace Proposal with the attached Proposal.**

Modifications to the Wage Rates:

1. **The Davis-Bacon wage rates General Decision Number: TX140013 has been added to the Contract Documents and included in Addendum No.2.**

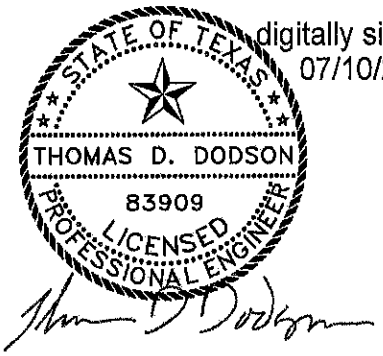
General Decision Number: TX140013 01/03/2014 TX13
State: Texas
Construction Type: Building
Counties: Hardin, Jefferson and Orange Counties in Texas

Contractor shall ascertain the latest version of the current Wage Determination Decisions by visiting the Department of Labor website (http://www.wdol.gov/dba.aspx#0)

Modifications to the Plans:

1. **Replace Sheet A-102 with the attached revised Sheet A-102.**

Questions were received by Garver by email and at the pre-bid meeting. Responses to these questions are attached to this addendum. Questions are paraphrased and are as understood by Garver.



digitally signed on 07/10/2014

By: Thomas D Dodson, PE.

Attachments: Proposal: 11 pages
Wage Rate General Decision Number: TX140013 01/03/2014 TX13: 4 pages
Plan Sheets: 1 page
Agenda and Sign-in Sheet from July 8, 2014 Pre-Bid Meeting: 3 pages
Response to Bidder Questions: 2 pages

PROPOSAL

Place _____

Date _____

Proposal of _____,

a corporation organized and existing under the laws of the State of _____,

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **ELECTRICAL VAULT REPLACEMENT.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within fifteen (15) consecutive calendar days thereafter (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet No.	Title
G-101	COVER SHEET
G-102	SHEET INDEX AND SUMMARY OF QUANTITIES
G-103	GENERAL NOTES
G-104	CONCURRENT PROJECTS LAYOUT
G-201	PROJECT LAYOUT PLAN AND SURVEY CONTROL PLAN
G-301	SAFETY AND PHASING PLAN
G-401	GEOTECHNICAL INVESTIGATION PLAN

Sheet No.	Title
C-101	FENCING DETAILS
C-201	DEMOLITION DETAILS
C-301	JOINTING DETAILS
E-001	ELECTRICAL LEGEND AND NOTES
E-002	KEYED NOTES
E-101	CIVIL SITE PLAN
E-102	ELECTRICAL VAULT SITE PLAN
E-103	BEACON SITE PLAN – (ADDITIVE ALTERNATE I)
E-201	ONE LINE DIAGRAM I
E-202	ONE LINE DIAGRAM II
E-203	ELECTRICAL DETAILS I
E-204	ELECTRICAL DETAILS II
E-205	ELECTRICAL DETAILS III
E-206	ELECTRICAL DETAILS IV
E-207	ELECTRICAL DETAILS V
E-208	ELECTRICAL DETAILS VI
E-209	ELECTRICAL DETAILS VII
E-210	ELECTRICAL DETAILS VIII
A-100	FLOOR PLAN ELEVATIONS
A-101	BUILDING SECTIONS AND WALL SECTIONS
A-102	DOOR DETAILS AND ROOFING DETAILS
A-200	GENERAL NOTES
A-201	FRAMING PLANS AND FRAMING DETAILS
A-202	FOUNDATION DETAILS
A-301	HVAC PLAN AND DETAILS

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-120	Site Preparation
Item SS-130	Trench and Excavation Safety Systems
Item SS-281	Steel Safety Bollards
Item SS-300	Basic Electrical Requirements
	Modification to Item F-162
Item F-162	Chain-Link Fences
	Modification to Item L-101
Item L-101	Airport Rotating Beacons
	Modification to Item L-108
Item L-108	Underground Power Cable for Airports
	Modifications to Item L-109
Item L-109	Airport Transformer Vault and Vault Equipment
	Modification to Item L-110
Item L-110	Airport Underground Electrical Duct Banks and Conduits
	Modification to Item L-115
Item L-115	Electrical Manholes and Junction Structures
	Modification to Item P-101
Item P-101	Surface Preparation
	Modification to Item P-501
Item P-501	Portland Cement Concrete Pavement

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No._____ dated_____

Addendum No._____ dated_____

Addendum No._____ dated_____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a certified check/bid bond (*strike one*)

in the amount of _____ Dollars

($_____), being not less than five percent (5%) of the total amount of the bid for the base bid plus all alternates, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-1	SITE PREPARATION	LS	100%	$	$
	Unit price in words: _____ dollars and _____ /100				
SS-130-1	TRENCH AND EXCAVATION SAFETY SYSTEMS	LS	100%	$	$
	Unit price in words: _____ dollars and _____ /100				
SS-281-1	STEEL SAFETY BOLLARDS	EA	12	$	$
	Unit price in words: _____ dollars and _____ /100				
F-162-1	REMOVAL AND DISPOSAL OF EXISTING FENCE	LF	133	$	$
	Unit price in words: _____ dollars and _____ /100				
F-162-2	7' CHAIN-LINK FENCE W/ 3-STRAND BARBED WIRE	LF	93	$	$
	Unit price in words: _____ dollars and _____ /100				
P-101-5.1a	CONCRETE PAVEMENT REMOVAL	SY	420	$	$
	Unit price in words: _____ dollars and _____ /100				
P-501-8.1a	PORTLAND CEMENT CONCRETE PAVEMENT (≤ 10" THICKNESS)	SY	410	$	$
	Unit price in words: _____ dollars and _____ /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-300-1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	100%	$	$
	Unit price in words: _____ dollars and _____ /100				
L-108-1	NO. 8 AWG 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	2,130	$	$
	Unit price in words: _____ dollars and _____ /100				
L-108-2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	1,130	$	$
	Unit price in words: _____ dollars and _____ /100				
L-108-3	NO. 6 AWG STRANDED, 600V RATED, TYPE XHHW, GREEN INSULATED EQUIPMENT GROUND, INSTALLED IN DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	175	$	$
	Unit price in words: _____ dollars and _____ /100				
L-108-4	12-STRAND ALCMS FIBER OPTIC CABLE	LF	175	$	$
	Unit price in words: _____ dollars and _____ /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-108-5	6-PAIR, PE-89 TELEPHONE CABLE, INSTALLED	LF	350	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-108-6	GENERATOR REMOTE ANNUNCIATOR CABLE, INSTALLED	LF	350	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-109-1	CONSTRUCTION OF AIRPORT VAULT BUILDING AND FOUNDATION IN PLACE	LS	100%	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-109-2	INSTALLATION OF AIRPORT TRANSFORMER VAULT EQUIPMENT, IN PLACE	LS	100%	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-109-3	EXISTING AIRFIELD LIGHTING POWER DISTRIBUTION EQUIPMENT, REMOVED	LS	100%	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-109-4	GENERATOR AND TRANSFER SWITCH SYSTEM, INSTALLED	LS	100%	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-110-1	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2WAY-1"C	LF	25	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-110-2	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 4-WAY 1"C	LF	50	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-110-3	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2-WAY 4"C	LF	40	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-110-4	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 6-WAY 4"C	LF	80	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-110-5	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 8-WAY 4"C	LF	100	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-115-1	PRECAST CONCRETE ELECTRICAL HANDHOLE, INTERIOR DIMENSIONS 2'L X 3'W X 3'D, INSTALLED	EA	7	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				

TOTAL (BASE BID) $_____

Total price in words: _____ dollars and _____ /100

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

ALLOWANCE NO. 1 – ELECTRICAL ALLOWANCE FOR COMMERCIAL SERVICE TO VAULT

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
ALLOW-1	ELECTRICAL ALLOWANCE FOR COMMERCIAL SERVICE TO VAULT	LS	100%	***$10,000.00***	***$10,000.00***

TOTAL (ALLOWANCE 1) ***$10,000.00***

Total price in words: _____ dollars and _____ /100

ALLOWANCE NO. 2 – ELECTRICAL ALLOWANCE FOR FAA EQUIPMENT

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
ALLOW-2	ALLOWANCE FOR FAA EQUIPMENT	LS	100%	***$12,000.00***	***$12,000.00***

TOTAL (ALLOWANCE 2) ***$12,000.00***

Total price in words: _____ dollars and _____ /100

JACK BROOKS REGIONAL AIRPORT
ELECTRICAL VAULT REPLACEMENT
BID FORM

ADDITIVE ALTERNATE NO. 1 – REMOVE AND REPLACE ROTATING BEACON

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-101-1	L-802A, AIRPORT ROTATING BEACON, IN PLACE	LS	100%	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				
L-101-2	EXTISTING AIRPORT ROTATING BEACON, REMOVED	LS	100%	$_____	$_____
	Unit price in words: _____ dollars and _____ /100				

TOTAL (ADDITIVE ALTERNATE 1) $_____

Total price in words: _____ dollars and _____ /100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **210 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

_____	_____
(Witness)	(Name of Bidder)
_____	By _____
_____	_____
(Address)	(Print Name and Title)
_____	
_____	
(Office Address of Bidder)	
	SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

General Decision Number: TX140013 01/03/2014 TX13

Superseded General Decision Number: TX20130013

State: Texas

Construction Type: Building

Counties: Hardin, Jefferson and Orange Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/03/2014

* ASBE0022-001 06/02/2012

	Rates	Fringes
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishing to all types of mechanical systems)	$ 20.41	9.55

BRTX0001-009 06/01/2011

	Rates	Fringes
BRICKLAYER	$ 22.47	9.65

ELEC0479-001 12/31/2012

	Rates	Fringes
ELECTRICIAN (Including pulling or installing low or no voltage cable through conduit but only to junction box or plate where wire is loosely attached or coiled for fire alarms, phones, heating, etc.)	$ 26.00	11.42

PLUM0068-002 10/01/2012

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Work)	$ 27.79	9.39

SHEE0054-011 07/01/2010

	Rates	Fringes
SHEET METAL WORKER	$ 26.89	10.57

SUTX2000-001 02/16/2000

	Rates	Fringes
Carpenters:		
ACOUSTICAL	$ 14.00	
DRYWALL AND METAL STUDS	$ 14.00	
FORM BUILDER AND SETTER	$ 14.52	
ALL OTHER WORK	$ 15.68	
CEMENT MASON/CONCRETE FINISHER	$ 13.50	
Fire Alarm Installer (Installation Of Fire Alarm Apparatus Only, Excludes Pulling Or Installing Of Low Or No Voltage Wiring)	$ 14.00	1.48
GLAZIER	$ 11.50	
Insulator, Batt & Blown	$ 11.21	1.00
Laborers:		
Brick Tender	$ 8.84	
Common/Unskilled	$ 8.39	
Plaster Tender	$ 8.00	
Painters:		
Brush	$ 15.00	
Drywall Taping and Finishing	$ 15.00	
Roller	$ 12.00	
Spray	$ 15.00	
PIPEFITTER (HVAC Pipe Only)	$ 15.27	
PLASTERER	$ 15.07	
Power equipment operators:		
Backhoe	$ 14.28	
ROOFER (Including Metal Roofs)	$ 10.50	

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.

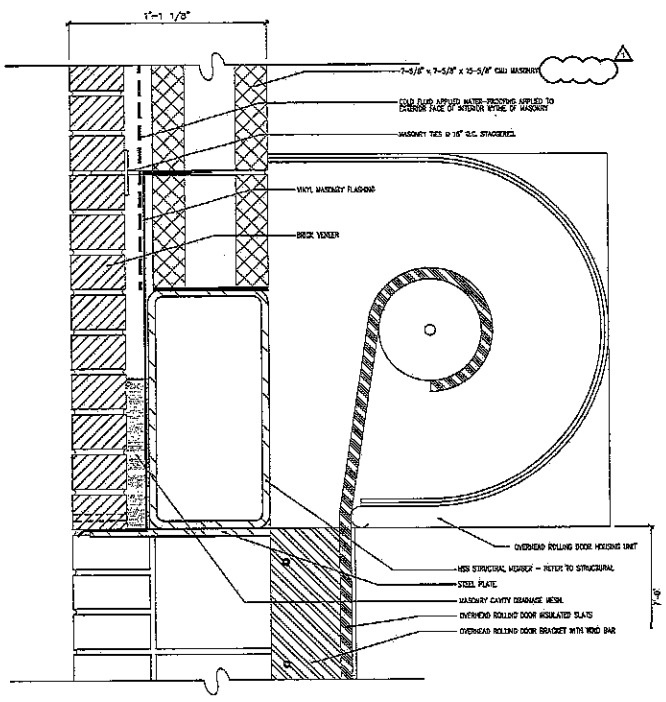
Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

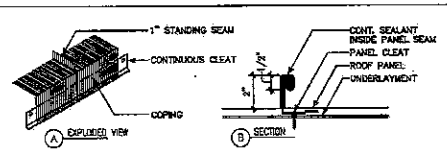
Non-Union Identifiers

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.

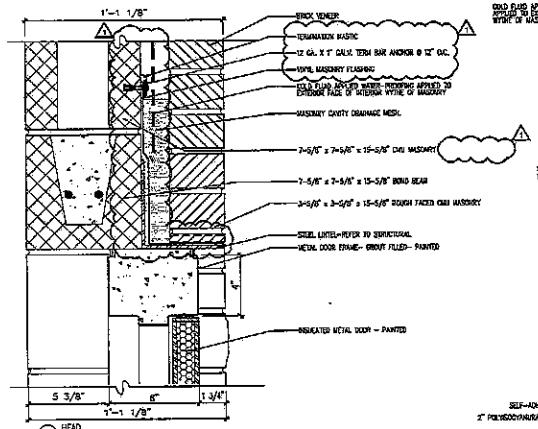
Survey wage rates will remain in effect and will not change until a new survey is conducted.



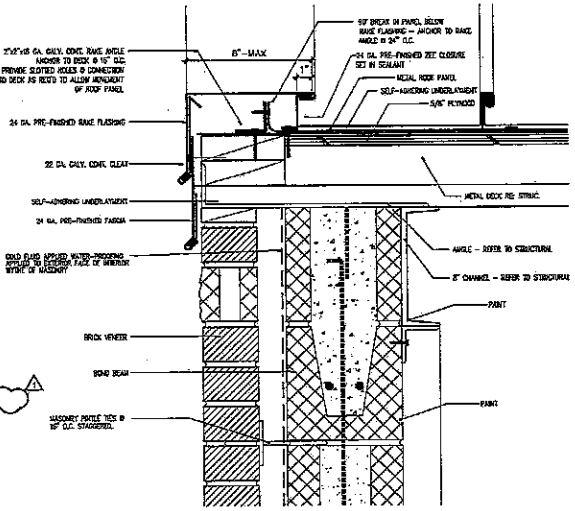
1 A-102 DOOR DETAILS SCALE 3"=1'-0"



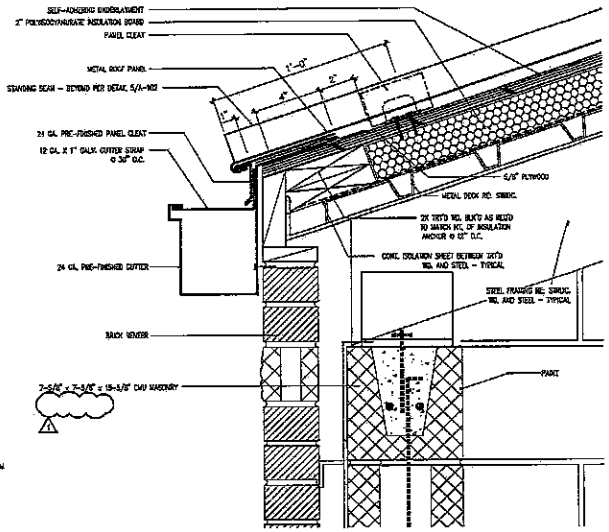
5 A-102 COPING JOINT / DBL LOCK STANDING SEAM SCALE N.T.S.



2 A-102 DOOR DETAILS SCALE 3"=1'-0"



3 A-102 RAKE DETAIL SCALE 3"=1'-0"



4 A-102 EAVE DETAIL SCALE 3"=1'-0"

GARVER

REGISTRATION NO. F-5713

The LaBiche Architectural Group, Inc.
1999 Oakdale Avenue, Suite 101
Metairie, LA 70001 (504) 888-4858 fax (504) 888-4859
www.labiche.com

REGISTERED ARCHITECT STATE OF TEXAS 11582

DATE SIGNED 07.08.2014

REV.	DATE	DESCRIPTION	BY
	06.04.2014	BIDS & CONSTRUCTION	RJB
1	07.08.2014	REVISION	CMH

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TX

ELECTRICAL VAULT REPLACEMENT PACKAGE I

DOOR DETAILS
ROOFING DETAILS

JOB NO.: 12018
DATE: JULY 15, 2013
DESIGNED BY: RJB
DRAWN BY: RJB

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SHEET NUMBER
A-102

File: G:\2012 Projects\12018 Jefferson County Airport Lighting Vault- Jack Brooks Regional Airport\CAD\ARA\ELV12018_A-102_DOOR DETAILS.dwg Last Saved By: 7/8/2014 10:28 AM Last Saved By: Daley
Last Archived by: Daley McAuley Plot Date: Garver Stamford Hall (4) Plot Stamp: 1:2 Plot Date: 7/8/2014 10:31 AM Plotted by: Wolfe/d0/Garver IR C0706 PS

11111 Katy Freeway
Suite 910
Houston, TX 77079
TEL 713.491.8333
FAX 713.973.5777
www.GarverUSA.com

Jack Brooks Regional Airport – Electrical Vault Replacement
Pre-Bid Meeting

10:00 a.m. July 8, 2014

1) **Introductions & Roles:**
   a) Alex Rupp, Airport Manager, Jack Brooks Regional Airport
   b) Duke Youmans, Operations Manager, Jack Brooks Regional Airport
   c) Deborah Syphrett-Clark, Purchasing Agent, Jefferson County
   d) Tom Dodson, Senior Project Manager, Garver

2) **Bidding Procedures**
   a) Bids proposals ***are due at 11:00 am*** CDT on July 22, 2014. Bids are to be turned in to the Jefferson County Purchasing Division. DO NOT DELIVER BID PACKAGES TO THE AIRPORT – THEY WILL BE CONSIDERED NON-RESPONSIVE.
   b) Instructions to Bidders. Requirements are detailed in this section.
   c) Bids may be held up to 90 days for FAA funding schedule.
   d) Bid Proposal. Contract Time:
      i) 210 Calendar Days.
      ii) $1,000 Liquidated Damages
   e) Contract Award

Base Bid – Electrical Vault Replacement
Allowance No.1 – Electrical Allowance for Commercial Service to Vault
Allowance No.2 – Electrical Allowance for FAA Equipment
Alternate 1 – Remove and Replace Rotating Beacon

3) **Federal Provisions**
   a) The DBE goal is 15.88%.
      i) Questions regarding goals and Good Faith Efforts should be directed to Sarah Conner at FAA.

4) **FAA General Provisions**
   a) Provisions are included in the project manual portion of the bid documents.
   b) Section 120 covers the use of nuclear density gauges.

5) **Technical Specifications**
   a) Safety Plan Compliance Document – this is a documentation requirement for working on the airfield.

6) **Construction Plans**
   a) Security background checks and driver training. These are to be provided by the Contractor at his own expense for employees that will be driving on the airfield.

Electrical Vault Replacement
Jack Brooks Regional Airport

Pre-Bid Meeting
10:00 A.M., Tuesday, 07/08/14

SIGN-IN SHEET

Name	Representing	Phone #	Email
Karen Stewart	Jefferson County Purchasing	409-835-8593	ksmith@co.jefferson.tx.us
DOHN LABICHE	LABICHE ARCH.	409-860-0197	DLABICHE@LABICHE.COM
Brett Benoit	Jefferson Elec	409-842-9696	jeffersoncompany@sbcglobal.net
Danny Youngblood	JPL Electric	409 626 1908	JPL_Electric@live.com
Robert Ramer JR	CROWN ELECTRIC, INC	409-842-1306	Robert@crownelectricinc.com
DOHLIE DECKARD	SIMCO ENT.	409 962 8593	DOHLIE@SIMCOENT.COM
James Goss	Goss Building	409-892-4989	jamesgoss@gossbuilding.com
Mike White	AGC SETX	409 835-6661	mwhite@AGCSETX.com
Robby Sauvage	SR Tilley Builders	409-422-4917	srtilleybuilders@gmail.com
Dwayne Hudnall	Bayou Electric	409-735-4000	tbrownbyu electric.com
McClain McDonald	L&L General Contractors	409-796-1344	landline@att.net
Jim Taylor	Airport Lighting Co.	832-226 4179	Jim Taylor@AirportLighting Company.com
DUKE YOUMANS	AIRPORT	409-719-4961	

Electrical Vault Replacement
Jack Brooks Regional Airport
Pre-Bid Meeting
10:00 A.M., Tuesday, 07/08/14

SIGN-IN SHEET

Name	Representing	Phone #	Email
Tom Dodson	Garver	713-491-8333	tddodson@garverusa.com
Willard Woods	FAA	409 720-5100	willard.woods@faa.gov
RONNIE LANGE	LANGE BROTHERS, INC	(409) 736-2565	langebrothers@att.net
ROBERT DIXON	" " "	"	"
Lynda Ryan	Bruce's General Construction Tx	409.866.6245	ryan@brucesgeneralconstruction.com
Brandon Harrison	ALLCO, LLC	409-860-4459	bharrison@allco.com
Jeff Buchanan	Barby-Buchanan Masonry	409-722-4376	JL.Buck@SBCGlobal.Net
Jeremy Langham	Bayou Electric	409-437-0297	jLangham@byuelectric.com
Mike Kelley	MK Constructors	409-769-0089	Sales@MKConstructors.com
DAVID REDMON	CPNA/Comcast	409-656 6607	davidredmon2000@yahoo.com
LAUREN WILLIAMS	NHT CONSTRUCTION	409-813-8592	LWilliams@nandtconstruction.com
Artie Tucker	APAC-TX, Inc	409-284-2598	AWtucker@APAC.com

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MEMORANDUM

To: Potential Bidders **Date:** July 10, 2014

From: Thomas D Dodson, PE

RE: Jack Brooks Regional Airport – Electrical Vault Replacement Project
Bidder Questions

See below for responses to Bidder questions regarding the Electrical Vault Replacement project at Jack Brooks Regional Airport.

Question 1: The ftp site is not automatically loading. How do you get access to the files?
Answer 1: There is a secure ftp application that your computer must have to access the ftp site. This application is free on our website at http://www.garverusa.com/ftp/. Follow the on-screen instructions and once the program is loaded, access to the files can be made. The username is: **BPT_EVAULT2** and the password is: **BPT2BIDDER**. Please note that both the username and password are case-sensitive.

Question 2: The plans do not appear to show whether the commercial service to the vault is to be overhead or underground. Which is it?
Answer 2: The service is intended to be routed underground from a new rack adjacent to the service connection to the vault building. The new service shall be coordinated with Entergy. See contact information on sheet E-202.

Question 3: If the measured quantities do not match the quantities in the proposal, what is bidder to do?
Answer 3: Bidders are to point out any discrepancies they see to the Engineer. We will provide clarification. Some items in this project do not have a pay item. Those are to be considered subsidiary to items that are in the proposal. The intention of the plans is to provide a complete working facility.

Question 4: Is proposed conduit allowed to be routed on the outside of the Ware Terminal building to get into the attic?
Answer 4: We will provide a clarification in a forthcoming addendum.

Question 5: In the building wall sections in the plans – what is the intent for fill in the CMU block?
Answer 5: On plan sheet A-101 Delete all references to perlite filled masonry. Load bearing CMU in this project shall be grout filled as directed on the structural drawings. See revised Sheet A-102 included in this addendum.

Question 6: Is there a specification for the interior and exterior light fixtures? The descriptions on the plan sheets do not provide enough info.
Answer 6: We will provide a clarification in a forthcoming addendum.

Question 7: Specification section L-108-2.5 requires a minimum of 3 years continuous experience in terminating/ splicing medium voltage cable. Do we need to have an electrician that meets these requirements.?
Answer 7: This requirement will apply to this project. Contractor must provide documentation on splicer's qualifications as a submittal at the beginning of construction.

Question 8: Sheet E-201 shows (5) 2" conduits for the Runway and Taxiway lighting but the Sheet E-002 does not show any 2" conduit. Also there are no spare conduits from the CCR #6 to the inside J box. Do we need a 2" from it to the J box and are we just running 2" from the CCRs to the J box then 4" to the outside J box?
Answer 8: We will provide a clarification in a forthcoming addendum.

GARVER
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PRESERVING VALUES 1919 95 2014 ADVANCING INFRASTRUCTURE

July 18, 2014

Addendum No.3
To Plans, Contract Documents and Specifications
IFB 14-024/KJS, Electrical Vault Replacement

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict. All bidders shall acknowledge receipt of this Addendum on page C-5 of the sealed bid proposal.

Modifications to the Specifications:

1. **Modification to Specification "SS-300", section 300-3.8. Insert the following text at the end of section 300-3.8,**

Vault Automatic Transfer Switch (ATS) and Standby Generator – Control and Monitoring:
The system shall include these control and monitoring functions. The ALCMS system submittals shall include specifics on how this integration will be implemented.

a. The ALCMS shall provide control of the emergency diesel generator and automatic transfer switch located at the airfield lighting vault from all of the control stations.

b. The ALCMS shall provide optically isolated, dry-contact output points at the Vault.

c. The ALCMS shall close the output to command the generator ON and open the output to turn the generator OFF.

d. The ALCMS system shall provide the optically isolated digital inputs to monitor the following feedback points:

   1. Utility Available
   2. Utility On-line
   3. Generator Available
   4. Generator On-line
   5. Generator Alarm

e. Locating and wiring of the monitoring points within the ATS and generator equipment shall be completed by the Contractor in coordination with the Engineer and equipment manufacturer.

The Contractor will test the operation of the generator with the Owner and Engineer. Based upon test results and the response of the generator to the airfield lighting load, the ALCMS Manufacturer shall make adjustments including on/off and delay adjustments in the regulator controls as required by the Owner and the Engineer. The intent is for the generator to provide standby power to the electrical vault including its constant current regulator loads.

Navigational Aid Control:

The system shall include control and monitoring of the new beacon.

a. The ALCMS shall provide control of the rotating beacon from the ALCMS node.
b. The ALCMS shall provide one (1) optically isolated, dry-contact output point at the ALCMS node. The contact shall be rated 1A at 120Vac.
c. The ALCMS shall close the output to command the beacon ON and open the output to turn the beacon OFF. The Contractor shall provide an interface relay/contactor to connect power to the beacon.
d. Locating and wiring of the output points within the Beacon equipment shall be completed by the Contractor in coordination with the Engineer and equipment manufacturer.

Ancillary Control and Monitoring:

The system shall include monitoring of the new vault HVAC system.

a. The ALCMS shall provide monitoring of the new vault HVAC system from the ALCMS node as shown in the plans and herein.
b. The ALCMS shall provide a peripheral input/output (I/O) module for reading of the annunciation of the HVAC system. The system shall output three signals as mentioned above. Relays shall be provided for input of three of eight (8) optical-isolated input points.
c. The annunciation shall illuminate an alarm graphic box on the ALCMS screen on every page viewed. No audible alarm shall be required for the HVAC annunciation.
d. Annunciation shall be reset by physical means in the new vault only.

Modifications to the Plans:

1. **Replace Sheet E-002 with the attached revised Sheet E-002.**
2. **Replace Sheet E-201 with the attached revised Sheet E-201.**

3. **Replace Sheet E-204 with the attached revised Sheet E-204.**
4. **Replace Sheet E-207 with the attached revised Sheet E-207.**

Questions were received by Garver by email and telephone. Responses to these questions are attached to this addendum. Questions are paraphrased and are as understood by Garver.

digitally signed
on 7/18/2014

STATE OF TEXAS
THOMAS D. DODSON
83909
LICENSED
PROFESSIONAL ENGINEER

By: Thomas D Dodson, PE

Attachments: Plan Sheets: 4 pages
Response to Bidder Questions: 1 page

INSTALLATION KEYED NOTES:

1. CONSTRUCT NEW ELECTRICAL VAULT AND EMERGENCY GENERATORS. SEE E-203 FOR MORE DETAILS.
2. EXISTING AIRFIELD ELECTRICAL HOMERUN DUCT TO REMAIN.
3. INTERCEPT EXISTING HOMERUN DUCT AND INSTALL NEW H-20 RATED HANDHOLE. PROVIDE HANDHOLE COVER WITH "AIRFIELD ELECTRIC" INSCRIPTION.
4. CONSTRUCT NEW 6W-4"C AND 4W-1"C CONCRETE ENCASED DUCT BANK WITH CONDUCTORS. PERFORM OPEN SAWCUT OF EXISTING PAVEMENT AND REPAIR ACCORDING TO DETAIL 4 ON SHEET E-209.
   INSTALL NEW CABLES AS FOLLOWS:
   A. 4" CONDUIT WITH:
      R/W 16-34 & R/W 12-30 CIRCUITS
   B. 4" CONDUIT WITH:
      T/W D, T/W A/B, AND T/W E/F CIRCUITS
   C. 4" CONDUIT WITH PULLWIRE
   D. 4" CONDUIT WITH PULLWIRE
   E. 4" CONDUIT WITH:
      1 SET(3#350+1#350N) FOR TERMINAL ATS
   F. 4" CONDUIT WITH:
      1 SET(3#350 +1#350N) FOR TERMINAL ATS
   G. 4" CONDUIT WITH:
      WINDCONE CIRCUIT
   H. 4" CONDUIT WITH:
      2 SETS (3-CELL, 1.5" MESH INNERDUCT) WITH:
      1. 1-12 STRAND, SINGLE MODE FIBER OPTIC CABLE
      2. TWO (2) TELEPHONE LINES FROM THE JERRY WARE TERMINAL
      3. FAA RLIM 2-STRAND FIBER OPTIC CABLE (2-STRAND MULTIMODE)
      4. SPARE
      5. SPARE
      6. SPARE
   I. 1" CONDUIT WITH:
      CONTROL CIRCUIT FOR TERMINAL ATS
   J. 1" CONDUIT WITH:
      CONTROL CIRCUIT FOR TERMINAL ATS
   K. 1" CONDUIT WITH:
      TERMINAL GENERATOR BATTERY CHARGER CIRCUIT
   L. 1" CONDUIT WITH:
      TERMINAL GENERATOR BLOCK HEATER POWER CIRCUIT
5. CONSTRUCT NEW UNDERGROUND SECONDARY ELECTRICAL SERVICE FOR NEW ELECTRICAL VAULT. COORDINATE WITH ENTERGY FOR THE INSTALLATION OF THE SECONDARY SERVICE CONDUCTORS. INSTALL NEW 2W-3" CONCRETE-ENCASED DUCT BANK WITH A MINIMUM COVER OF 30". CONCRETE-ENCASEMENT SHALL BE RED IN COLOR. PATCH PAVEMENT OVER TRENCH. PERFORM OPEN SAWCUT OF EXISTING PAVEMENT AND REPAIR ACCORDING TO DETAIL 4 ON SHEET E-209.
6. REMOVE EXISTING 150kW KOHLER GENERATOR SYSTEM AND STORE AT LOCATION AS DIRECTED BY THE AIRPORT.
7. REMOVE EXISTING 2400V-240/120V TRANSFORMER AND STORE AT LOCATION AS DIRECTED BY THE AIRPORT.
8. REMOVE EXISTING 100kW KOHLER GENERATOR SYSTEM AND STORE AT LOCATION AS DIRECTED BY THE AIRPORT.
9. EXISTING AIRFIELD ELECTRICAL VAULT ROOM IN THE JERRY WARE TERMINAL. REMOVE EXISTING (3) 30kW REGULATORS, CIRCUIT SELECTOR SWITCHES, AND ASSOCIATED S-1 CUTOUTS AND WIRING BACK TO PANEL.
10. INSTALL NEW 12-STRAND, SINGLE MODE FIBER OPTIC CABLE IN 3/4" CONDUIT AND JUNCTION BOX SYSTEM. COORDINATE EXACT ROUTE WITH ENGINEER.
11. INSTALL NEW FIBER TERMINATION CABINET AT FUEL SERVICES DESK.
12. EXISTING FIBER TERMINATION CABINET. TERMINATE NEW FO CABLE FROM FUEL SERVICES DESK TO EXISTING TERMINATION CABINET.
13. EXISTING FIBER OPTIC CABLE BETWEEN JERRY WARE TERMINAL AND THE ATCT.
14. EXISTING FAA-OWNED, RUNWAY LIGHT INTENSITY MONITOR (RLIM). COORDINATE RELOCATION OF THE RLIM TO THE NEW VAULT WITH THE FAA. SEE SHEET E-203 FOR NEW RLIM LOCATION. INSTALL NEW FIBER TERMINATION CABINET TO REPLACE RLIM. TERMINATE EXISTING RLIM FIBER AND NEW RLIM FIBER AT TERMINATION CABINET.
15. REMOVE EXISTING AIRFIELD LIGHTING CONTROL CABINET AND L-854 RADIO. REMOVE EXISTING L-854 RADIO ANTENNA FROM THE JERRY WARE TERMINAL. RETURN L-854 RADIO AND ANTENNA TO AIRPORT. EXISTING BEACON RADIO MODEM, COAXIAL CABLE, AND ANTENNA TO BE REMOVED, STORED, AND REINSTALLED WITHIN THE NEW VAULT. SEAL WALL PENETRATIONS TO PATCH EXISTING WALL.
16. EXISTING ENTERGY PRIMARY DUCT BANK. PROTECT DURING CONSTRUCTION.
17. EXISTING ARFF SECONDARY ELECTRICAL SERVICE. PROTECT DURING CONSTRUCTION.
18. INSTALL NEW H-20 RATED HANDHOLE FOR COMMUNICATIONS. PROVIDE HANDHOLE COVER WITH "COMMUNICATIONS" INSCRIPTION.
19. REMOVE EXISTING 500A 240/120V, 3ϕ AUTOMATIC TRANSFER SWITCH (KOHLER KSS-DFTC-0600S) SYSTEM AND STORE AS DIRECTED BY THE AIRPORT. PATCH WALL PENETRATIONS WEATHERTIGHT.
20. EXISTING 400A AUTOMATIC TRANSFER SWITCH SERVING THE JERRY WARE TERMINAL TO REMAIN. CONNECT NEW POWER AND CONTROL FROM THE NEW TERMINAL GENERATOR. ROUTE TERMINAL GENERATOR BATTERY CHARGER CIRCUIT AND BLOCK HEATER CIRCUIT IN RIGID CONDUIT TO SPARE SLOTS IN NEARBY POWER PANEL. INSTALL A NEW BREAKER FOR EACH CIRCUIT.
21. CONSTRUCT NEW EQUIPMENT PACK FOR METER BASE AND JUNCTION BOX WITH CONDUCTOR LUGS. COORDINATE NEW SERVICE CONNECTION WITH UTILITY. 1
22. CONSTRUCT NEW 2W-4"C AND 4W-1"C CONCRETE ENCASED DUCT BANK FOR THE EMERGENCY SERVICE AND CONTROLS TO THE TERMINAL ATS.
    INSTALL NEW CABLES AS FOLLOWS:
    A. 4" CONDUIT WITH:
       1 SET(3#350+1#350N) FOR TERMINAL ATS
    B. 4" CONDUIT WITH:
       1 SET(3#350+1#350N) FOR TERMINAL ATS
    C. 1" CONDUIT WITH:
       CONTROL CIRCUIT FOR TERMINAL ATS
    D. 1" CONDUIT WITH:
       CONTROL CIRCUIT FOR TERMINAL ATS
    E. 1" CONDUIT WITH:
       TERMINAL GENERATOR BATTERY CHARGER CIRCUIT
    F. 1" CONDUIT WITH:
       TERMINAL GENERATOR BLOCK HEATER POWER CIRCUIT
23. CONSTRUCT NEW 6W-4" CONCRETE ENCASED DUCT BANK FOR AIRFIELD LIGHTING CIRCUITS AND COMMUNICATIONS.
    INSTALL NEW CABLES AS FOLLOWS:
    A. 4" CONDUIT WITH:
       R/W 16-34 & R/W 12-30 CIRCUITS
    B. 4" CONDUIT WITH:
       T/W D, T/W A/B, AND T/W E/F CIRCUITS
    C. 4" CONDUIT WITH PULLWIRE
    D. 4" CONDUIT WITH PULLWIRE
    E. 4" CONDUIT WITH:
       WINDCONE CIRCUIT
    F. 4" CONDUIT WITH:
       2 SETS (3-CELL, 1.5" MESH INNERDUCT) WITH:
       1. 1-12 STRAND, SINGLE MODE FIBER OPTIC CABLE (ALCMS)
       2. TWO (2) TELEPHONE LINES FROM THE JERRY WARE TERMINAL
       3. FAA RLIM 2-STRAND FIBER OPTIC CABLE
       4. SPARE
       5. SPARE
       6. SPARE
24. INSTALL NEW H-20 RATED HANDHOLE FOR TERMINAL GENERATOR EMERGENCY SERVICE CONDUCTORS. PROVIDE HANDHOLE COVER WITH "GENERATOR FEED" INSCRIPTION.
25. INSTALL NEW H-20 RATED HANDHOLE FOR AIRFIELD ELECTRICAL CIRCUITS. PROVIDE HANDHOLE COVER WITH "AIRFIELD ELECTRIC" INSCRIPTION.
26. INSTALL NEW VAULT GENERATOR ATS ANNUNCIATOR PANEL AT FUEL SERVICES DESK. COORDINATE CABLE ROUTING AND EXACT DEVICE LOCATION WITH ENGINEER. ROUTE CABLING IN A MINIMUM 3/4" EMT CONDUIT ABOVE THE CEILING AND DOWN THROUGH THE COLUMN ADJACENT TO THE FUEL SERVICES DESK.
27. INSTALL NEW TOUCHSCREEN AND ALCMS SYSTEM IN ATCT. SEE SHEET E-206 FOR DETAILS.
28. REMOVE EXISTING ROTATING BEACON LIGHT FROM EXISTING TOWER. INSTALL A NEW L-802A HIGH INTENSITY BEACON AND RECONNECT TO EXISTING CONDUCTORS. ALL EXISTING ANTENNAS SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. TEST CONTROL SYSTEM WITH NEW ALCMS.

GARVER

REGISTRATION NO. F-5713

STATE OF TEXAS
MATTHEW C. DEMAY
112280
LICENSED
PROFESSIONAL ENGINEER

DIGITALLY SIGNED 07/17/2014

REV.	DATE	DESCRIPTION	BY
1	07/17/14	ADDENDUM NO. 3	MCL

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TX

ELECTRICAL VAULT REPLACEMENT

KEYED NOTES

JOB NO.: 13121730
DATE: JUNE, 2014
DESIGNED BY: MCL
DRAWN BY: JKS

BARS ENDEMSION ORIGINAL DRAWING
0" 1"
IF NOT GREEN ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SHEET NUMBER
E-002

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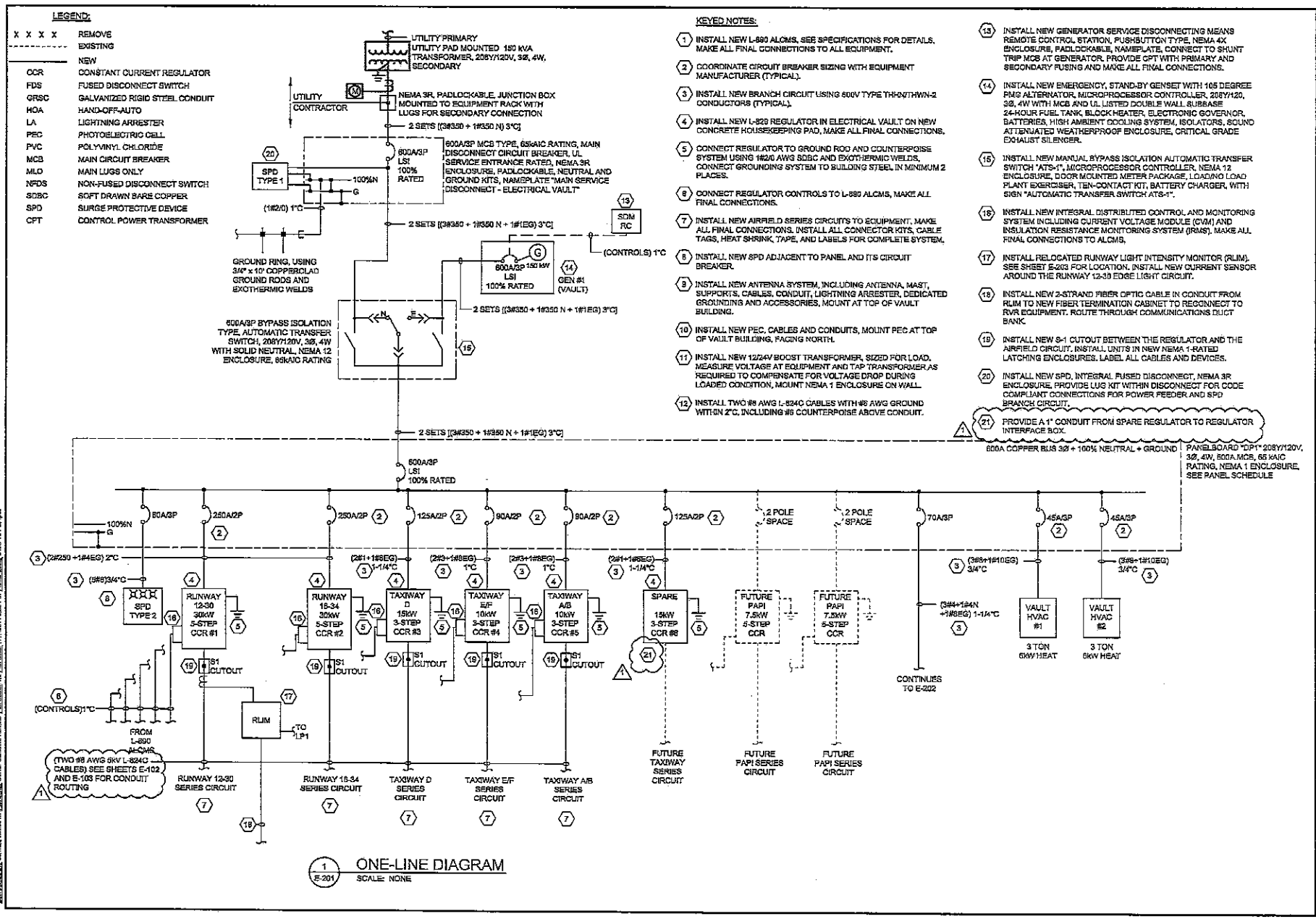

1 E-201 ONE-LINE DIAGRAM
SCALE: NONE

GARVER
REGISTRATION NO. F-5713
STATE OF TEXAS MATTHEW C. LENAY 112269 LICENSED PROFESSIONAL ENGINEER
DIGITALLY SIGNED 07/17/2014

REV	DATE	DESCRIPTION	BY
1	07/17/14	ADDENDUM NO. 3	MCL

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TX
ELECTRICAL VAULT REPLACEMENT
ONE LINE DIAGRAM I

JOB NO.: 113121730
DATE: JUNE, 2014
DESIGNED BY: MCL
DRAWN BY: JKS

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SHEET NUMBER
E-201

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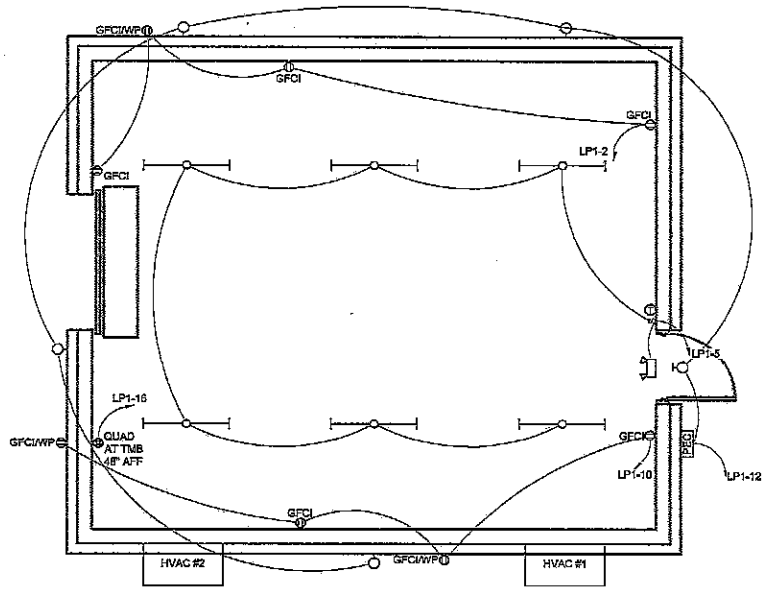
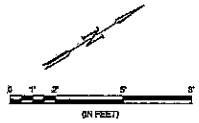
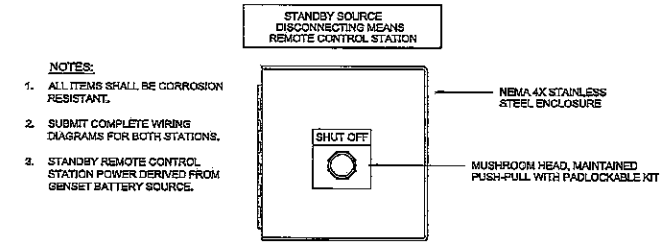




1 E-204 ELECTRICAL VAULT POWER AND LIGHTING PLAN
SCALE: 3/8" = 1'-0"

LEGEND

- ENCLOSED STEEL HOUSING, DAMP LOCATION, SHATTER RESISTANT DIFFUSER INDUSTRIAL TYPE LED LIGHT FIXTURE WITH 6500 LUMEN OUTPUT, 5000K COLOR TEMPERATURE, AND 1/2" CONDUIT KNOCKOUTS ON EACH END. MOUNT FIXTURES AT 8'-0" AFF USING JUNCTION BOXES AND 1/2" CONDUIT STEMS. THE LIGHT FIXTURE SHALL BE METALUX VT-LD2-56DR-100%-W-UNV-L835-CD2-WL-TH-U, OR APPROVED EQUAL.
- VANDAL-RESISTANT, WEATHERPROOF, FULL CUTOFF LED WALL PACK FIXTURE, 2000 LUMEN OUTPUT. THE LIGHT FIXTURE SHALL BE LUMARK XTORSA WITH WG/XTOR WIRE GUARD, OR APPROVED EQUAL.
- EMERGENCY LIGHT MOUNTED 7'-0" ABOVE FINISHED FLOOR, 2 LAMP HEADS AND BATTERY PACK FOR 90 MINUTE EMERGENCY OPERATION. THE LIGHT FIXTURE SHALL BE SURELITES UEL18D, OR APPROVED EQUAL. 1
- 20 AMP DUPLEX RECEPTACLE MOUNTED 18" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED, GFCI TYPE
- S COMMERCIAL GRADE LIGHT SWITCH, MOUNTED 48" ABOVE FINISHED FLOOR
- PEC NON-FAA WEATHERPROOF PHOTOELECTRIC CELL
- 20 AMP QUADPLEX RECEPTACLE MOUNTED 48" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED, GFCI TYPE
- T THERMOSTAT FOR HVAC. SEE MECHANICAL PLAN FOR MORE INFORMATION.



2 E-204 REMOTE CONTROL STATIONS
SCALE: NONE

ARC FLASH LABELING NOTES:

1. SUBMIT TO THE ENGINEER THE COMPLETE ONE-LINE INFORMATION FOR THE EXISTING AND NEW VAULT BUILDING ON AS-BUILT DRAWINGS. THIS INFORMATION SHALL INCLUDE ALL NEW AND EXISTING EQUIPMENT WITHIN THE POWER DISTRIBUTION SYSTEM INCLUDING:
   a) PANELBOARD NAMEPLATE DATA
   b) TRANSFORMERS NAMEPLATE DATA
   c) CIRCUIT BREAKER/FUSE RATINGS AND MODEL NUMBERS
   d) CONDUCTOR SIZES, LENGTHS, AND TYPES
   e) CONDUIT SIZES AND TYPES
   f) OTHER INFORMATION AS REQUESTED
2. TRACE EXISTING CIRCUITS AS REQUIRED TO COMPLETE THE AS BUILT DRAWINGS.
3. ENGINEER WILL COMPLETE ARC FLASH STUDY FOLLOWING RECEIPT OF INFORMATION FROM CONTRACTOR. ENGINEER WILL PROVIDE FLASH LABEL LEGEND TO CONTRACTOR FOR ORDERING LABELS.
4. SUBMIT LABEL TYPE, STYLE, AND APPEARANCE TO ENGINEER FOR APPROVAL PRIOR TO PURCHASING LABELS.
5. PROCURE LABELS AND INSTALL ON EQUIPMENT.
6. ALL WORK REQUIRED TO COMPLETE ARC FLASH LABELING SHALL BE CONSIDERED SUBSIDIARY TO THE ELECTRICAL VAULT MODIFICATIONS PAY ITEMS.

GARVER

REGISTRATION NO. F-5713

STATE OF TEXAS — MATTHEW C. LEMAY — 112289 — LICENSED PROFESSIONAL ENGINEER

DIGITALLY SIGNED 07/17/2014

REV.	DATE	DESCRIPTION	BY
1	07/17/14	ADDENDUM NO. 3	MCL

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TX

ELECTRICAL VAULT REPLACEMENT

ELECTRICAL DETAILS II

JOB NO.: 13121730
DATE: JUNE, 2014
DESIGNED BY: MCL
DRAWN BY: JKS

BAR IS ONE INCH ON ORIGINAL DRAWING
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SHEET NUMBER
E-204

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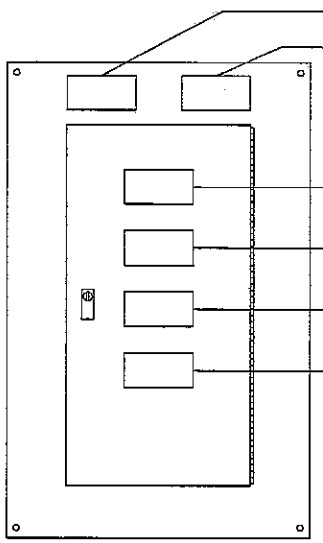
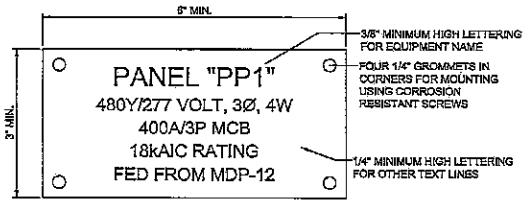


PANEL FRONT VIEW

GENERAL NOTE:

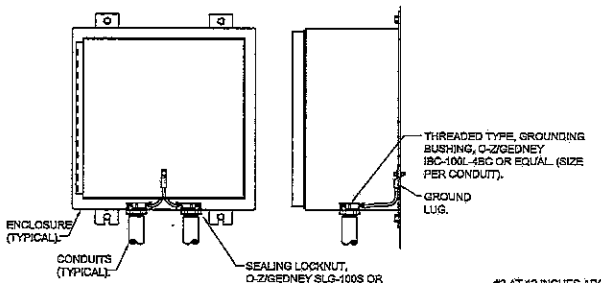
1. INSTALL ALL NAMEPLATES AND WARNING SIGNS IN ACCORDANCE WITH NEC AND NFPA 70E REQUIREMENTS.
2. INSTALL NAMEPLATES AND WARNING SIGNS ON ALL ELECTRICAL EQUIPMENT, INCLUDING BUT NOT LIMITED TO, SWITCHBOARDS, PANELBOARDS, TRANSFORMERS, SWITCHES, CONTROL PANELS AND MOTOR CONTROL CENTERS.
3. EXTERIOR EQUIPMENT SHALL HAVE WEATHER-RESISTANT, NON-FADING NAMEPLATES AND SIGNAGE.
4. REFER TO SPECIFICATIONS FOR ADDITIONAL NAMEPLATE AND SIGNAGE REQUIREMENTS.



EQUIPMENT NAMEPLATE NOTES:

1. INSTALL 2-PLEX ACRYLIC, WHITE ON BLACK CORE, MULTIPLE LINES TEXT, CUSTOM ENGRAVED NAME PLATES.
2. MOUNT WITH STAINLESS STEEL SCREWS.
3. SEAL SCREW HOLES WITH SILICONE RUBBER.
4. NAMEPLATE INFORMATION SHALL INCLUDE:
   A. IDENTIFICATION NAME
   B. VOLTAGE SYSTEM
   C. AMPACITY RATING AND TYPE
   D. EQUIPMENT AIC RATING
   E. FEEDER DESCRIPTION

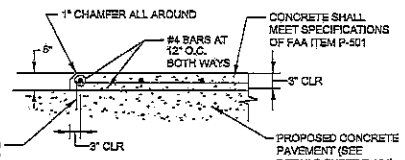
1 / E-207 TYPICAL ENGRAVED NAMEPLATE AND SIGNAGE DETAIL
SCALE: NONE



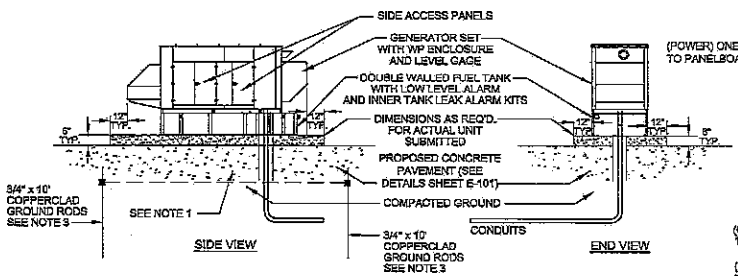
NOTES:

1. ALL SERVICE, FEEDER, AND BRANCH CIRCUIT CONDUITS SHALL BE GROUNDED ON BOTH ENDS.

2 / E-207 CONDUIT GROUNDING DETAIL
SCALE: NONE



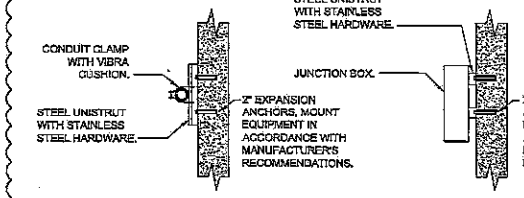
3 / E-207 GENERATOR PAD DETAIL
SCALE: NONE



4 / E-207 GENERATOR INSTALLATION DETAIL
SCALE: NONE

GENERATOR NOTES:

1. SUBMIT COMPLETE SHOP DRAWINGS FOR GENSET AND PAD CONSTRUCTION.
2. FUEL TANK SIZED FOR 24-HOUR 100% LOAD SERVICE.
3. CONNECT GENSET GROUND RING TO ELECTRICAL BUILDING GROUND RING USING #4/0 SDBC.
4. PROVIDE 12" WIDE STEP LANDING AT CONTROL PANEL ACCESS LOCATION SIDES OF GENERATOR; MAINTAIN SECTION REQUIREMENTS.
5. UNLESS OTHERWISE NOTED, CONSTRUCT CONCRETE PAD AT ELEVATIONS INDICATED.



NOTES:

1. INDOOR DRY LOCATIONS: UTILIZE HOT-DIPPED GALVANIZED STEEL UNISTRUT.
2. OUTDOORS AND INDOOR WET OR DAMP LOCATIONS: UTILIZE STAINLESS STEEL UNISTRUT.
3. SINGLE CONDUIT SHOWN, SIMILAR FOR MULTIPLE CONDUITS.
4. SIMILAR FOR ALL ELECTRICAL ENCLOSURES AND PANELS.
5. PROVIDE END CAPS ON UNISTRUT.

5 / E-207 CONDUIT AND JUNCTION BOX SUPPORT DETAIL FOR CONCRETE WALLS
SCALE: NONE

GARVER
REGISTRATION NO. F-5713

STATE OF TEXAS — MATTHEW C. LEMAY — 112269 — LICENSED PROFESSIONAL ENGINEER
DIGITALLY SIGNED 07/17/2014

REV.	DATE	DESCRIPTION	BY
1	07/17/14	ADDENDUM NO. 3	MCL

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TX

ELECTRICAL VAULT REPLACEMENT

ELECTRICAL DETAILS V

JOB NO.: 13121730
DATE: JUNE, 2014
DESIGNED BY: MCL
DRAWN BY: JKS

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SHEET NUMBER
E-207

File: N:\5\13\13121730 - BPT Taxiway D\Drawings\TWD BAT_ELECTRICAL VAULT.DFT_TWD_E207_DS.dwg Last Saved By: JMcIlwain
Last Plotted By: Mcinnis, James M. Plot Date: Garver Standard Half-D Plot Scale: 1:2 Plot Date: 7/17/2014 3:57 PM Plotted Using: DWG To PDF.pc3

11111 Katy Freeway
Suite 910
Houston, TX 77079

TEL 713.491.8333
FAX 713.973.5777

www.GarverUSA.com

MEMORANDUM

To: Potential Bidders **Date:** July 18, 2014

From: Thomas D Dodson, PE

RE: Jack Brooks Regional Airport – Electrical Vault Replacement Project
Bidder Questions

See below for responses to Bidder questions regarding the Electrical Vault Replacement project at Jack Brooks Regional Airport. This listing is a continuation of the question and answers previously posted on July 10, 2014.

Question 9: The plans show a one-line diagram for the generator that supports the vault building. Is there a one-line diagram for the other generator?
Answer 9: There is not a one-line diagram for the generator supporting the Jerry Ware terminal. Conduit and cable sizes and routes are shown on E-102 and E-203.

Question 10: The 64-bit version of Windows is specified. Is 32-bit version of Windows acceptable?
Answer 10: Yes, the 32-bit version of Windows is acceptable.

Question 11: Is 5-wire resistive touchscreen technology acceptable in lieu of Sound Acoustical Wave (SAW) technology?
Answer 11: Yes, 5-wire resistive touchscreen technology is acceptable.

Question 12: Please define the function of the photocell.
Answer 12: The photocell is present for future control capabilities such as controlling an airport-owned PAPI. The photocell will not have a function in the current control arrangement.

Question 13: Previous versions of this specification had monitoring and control of the generator/ATS. Is this still desired?
Answer 13: Yes, this functionality is still desired. See **Modifications to the Specifications** for system requirements.

Question 14: Previous versions of this specification had monitoring of the HVAC. Is this still desired?
Answer 14: Yes, this functionality is still desired. See **Modifications to the Specifications** for system requirements.

www.mkconstructors.com
MK CONSTRUCTORS
2485 North St.-Vidor, Tx. 77662
(409)769-0089Phone
(409)769-1288-Fax

"Bid For"

Bid to	Jefferson County Purchasing Division 1149 Pearl Street, 1st Floor Beaumont, Tx. 77701
Bid Name	Electrical Vault Replacement at Jack Brooks Airport
Bid No	14-024/KJS
Due Date/Time	July 22, 2014 00 A.M.
Bidder	BDS Constructors LLC dba MK Constructors

07-22-14A10:52 RCVD

PROPOSAL

Place JEFFERSON COUNTY

Date JULY 22, 2014

Proposal of ALLCO,

a corporation organized and existing under the laws of the State of TEXAS,

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **Taxiway D Reconstruction (2014).**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet No.	Title
G-101	COVER SHEET
G-102	SHEET INDEX
G-103	SUMMARY OF QUANTITIES
G-104	GENERAL NOTES
G-201	PROJECT LAYOUT PLAN AND SURVEY CONTROL PLAN
G-301	SAFETY AND PHASING PLAN
G-302	SAFETY AND PHASING DETAILS I

Sheet No.	Title
G-303	SAFETY AND PHASING DETAILS II
G-304	PHASE I - SAFETY AND PHASING
G-401	GEOTECHNICAL INVESTIGATION PLAN
C-101	TYPICAL SECTIONS
C-102	PAVEMENT DETAILS I
C-201	SWPPP DETAILS I
C-202	SWPPP DETAILS II
C-203	SWPPP NOTES
C-204	SWPPP LAYOUT
C-301	EXISTING CONDITIONS LAYOUT I
C-401	DEMOLITION DETAILS
C-402	DEMOLITION LAYOUT I
C-501	GRADING AND DRAINAGE DETAILS
C-502	GRADING AND DRAINAGE DETAILS II
C-503	IL-H-G HORIZONTAL INLET TYPE H WITH GRATE 1 OF 2
C-504	IL-H-G HORIZONTAL INLET TYPE H WITH GRATE 2 OF 2
C-505	MH-M MANHOLE TYPE M
C-506	GRADING AND DRAINAGE PLAN I
C-601	STORM DRAIN PROFILES AND CALCULATIONS
C-701	GEOMETRIC PLAN I
C-801	PAVEMENT PROFILES
C-901	JOINTING DETAILS I
C-902	JOINT LAYOUT PLAN
C-1001	JOINT AND ASPHALT TRANSITION ELEVATION PLAN I
E-001	ELECTRICAL LEGEND AND NOTES
E-101	LIGHTING REMOVAL PLAN I
E-102	LIGHTING REMOVAL PLAN II (ADDITIVE ALTERNATE 1)
E-201	LIGHTING INSTALLATION PLAN I
E-202	LIGHTING INSTALLATION PLAN II (ADDITIVE ALTERNATE 1)
E-301	ELECTRICAL DETAILS I
E-302	ELECTRICAL DETAILS II
E-303	ELECTRICAL DETAILS III
E-304	ELECTRICAL DETAILS IV
E-305	ELECTRICAL DETAILS V
E-306	ELECTRICAL DETAILS VI
E-307	ELECTRICAL DETAILS VII
M-101	MARKING DETAILS
M-102	TAXIWAY D MARKING PLAN I
XS-101	TAXIWAY D CROSS SECTIONS STA. 156+95 TO STA. 160+00
XS-102	TAXIWAY D CROSS SECTIONS STA. 160+50 TO STA. 164+00
XS-103	TAXIWAY D CROSS SECTIONS STA. 164+50 TO STA. 168+00
XS-104	TAXIWAY D CROSS SECTIONS STA. 168+50 TO STA. 170+50

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-120	Site Preparation
Item SS-300	Basic Electrical Requirements
Item SS-310	Airport Lighting Systems
	Modification to Item D-701
Item D-701	Pipe for Storm Drains and Culverts
	Modification to Item D-751
Item D-751	Manholes, Catch Basins, Inlets and Inspection Holes
	Modification to Item L-108
Item L-108	Underground Power Cable for Airports
	Modification to Item L-110
Item L-110	Airport Underground Electrical Duct Banks and Conduits
	Modification to Item L-115
Item L-115	Electrical Manholes and Junction Structures
	Modification to Item P-101
Item P-101	Surface Preparation
	Modification to Item P-152
Item P-152	Excavation and Embankment
	Modification to Item P-155
Item P-155	Lime-Treated Subgrade
	Modification to Item P-156
Item P-156	Temporary Air and Water Pollution, Soil Erosion and Siltation Control
	Modification to Item P-209
Item P-209	Crushed Aggregate Base Course
	Modification to Item P-401
Item P-401	Plant Mix Bituminous Pavements
	Modification to Item P-501
Item P-501	Portland Cement Concrete Pavement
	Modification to Item P-602
Item P-602	Bituminous Prime Coat
	Modification to Item P-603
Item P-603	Bituminous Tack Coat
	Modification to item P-605
Item P-605	Joint Sealing Filler
	Modification to Item P-610
Item P-610	Structural Portland Cement Concrete
	Modification to Item P-620
Item P-620	Runway and Taxiway Painting
	Modification to Item T-901
Item T-901	Seeding
	Modification to Item T-904
Item T-904	Sodding
	Modification to Item T-905
Item T-905	Topsoiling
	Modification to Item T-907
Item T-907	Tilling

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. ONE dated 6-23-14

Addendum No. TWO dated 7-10-14

Addendum No. THREE dated 7-17-14

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a ~~certified check~~/bid bond (*strike one*)

in the amount of FIVE PERCENT OF GREATEST AMOUNT BID********** Dollars

($ 5% GAB********), being not less than five percent (5%) of the total amount of the bid for the base bid plus all alternates, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-1	SITE PREPARATION	LS	100%	$329,182.00	$329,182.00
	Unit price in words: three hundred twenty nine thousand one hundred eighty two dollars and NO /100				
D-701-5.1	30" CLASS III REINFORCED CONCRETE PIPE	LF	408	$ 120.00	$ 48,960.00
	Unit price in words: One hundred twenty — dollars and NO — /100				
D-751-5.1	SINGLE GRATE INLET (HEAVY-DUTY AIRCRAFT RATED) 4'X4'	EA	1	$ 6,000.00	$ 6,000.00
	Unit price in words: Six thousand — dollars and NO — /100				
D-751-5.2	JUNCTION BOX, 4'X4'	EA	1	$ 7,000.00	$ 7,000.00
	Unit price in words: Seven thousand — dollars and NO — /100				
D-751-5.3	3:1 SLOPE-END TREATMENT AND 4" CONCRETE RIPRAP, INSTALLED	LS	100%	$ 7,000.00	$ 7,000.00
	Unit price in words: Seven thousand — dollars and NO — /100				
P-101-5.1a	CONCRETE PAVEMENT REMOVAL	SY	9,600	$204,480.00	$ 204,480.00
	Unit price in words: two hundred four thousand four hundred eighty dollars and NO — /100				
P-101-5.1b	ASPHALTIC CONCRETE PAVEMENT REMOVAL	SY	1,060	$ 17.00	$ 18,020.00
	Unit price in words: Seventeen — dollars and NO — /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	580	$ 40.00	$ 23,200.00
	Unit price in words: forty ——— dollars and NO ——— /100				
P-152-4.2	BORROW EXCAVATION	CY	2,730	$ 26.00	$ 70,980.00
	Unit price in words: twenty six ——— dollars and NO ——— /100				
P-155-8.1	16" LIME-TREATED SUBGRADE	SY	8,400	$ 20.00	$ 168,000.00
	Unit price in words: twenty ——— dollars and NO ——— /100				
P-155-8.2	LIME	TN	370	$ 175.00	$ 64,750.00
	Unit price in words: One hundred seventy five dollars and NO ——— /100				
P-156-5.1	TEMPORARY EROSION CONTROL	LS	100%	$ 10,000.00	$ 10,000.00
	Unit price in words: ten thousand ——— dollars and NO ——— /100				
P-209-5.1	6" CRUSHED AGGREGATE BASE COURSE	SY	8,790	$ 23.00	$ 202,170.00
	Unit price in words: twenty three ——— dollars and NO ——— /100				
P-401-8.1a	4" BITUMINOUS SURFACE COURSE	SY	980	$ 38.00	$ 37,240.00
	Unit price in words: thirty eight ——— dollars and NO ——— /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
P-501-8.1a	13" PORTLAND CEMENT CONCRETE PAVEMENT	SY	7,350	$92,815.00	$682,815.00
	Unit price in words: Six hundred eight two thousand eight hundred fifteen dollars and NO /100				
P-620-1	RETRO-REFLECTIVE PAVEMENT MARKINGS	SF	940	$ 6.10	$ 5,734.00
	Unit price in words: Six dollars and ten /100				
P-620-2	PREFORMED RUNWAY HOLD SIGN MARKINGS	SF	360	$ 174.00	$ 62,640.00
	Unit price in words: One hundred seventy four dollars and NO /100				
P-620-3	NON-REFLECTIVE BLACK OUTLINE	SF	1,700	$ 3.50	$ 5,950.00
	Unit price in words: three dollars and fifty /100				
T-901-5.1	SEEDING, INCLUDING FERTILIZING AND WATERING	AC	5.2	$ 3,700.00	$ 19,240.00
	Unit price in words: three thousand seven hundred dollars and NO /100				
T-905-1	TOPSOILING (OBTAINED ON SITE OR REMOVED FROM STOCKPILE 2" THICKNESS)	SY	14,710	$ 2.00	$ 29,420.00
	Unit price in words: two dollars and NO /100				
T-904-5.1	SODDING	SY	600	$ 14.50	$ 8,700.00
	Unit price in words: fourteen dollars and fifty /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
T-907-5.1	TILLING	SY	1,450	$ 2.00	$ 2,900.00
	Unit price in words: two ——— dollars and No ——— /100				
SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	100%	$ 3,000.00	$ 3,000.00
	Unit price in words: three thousand ——— dollars and No ——— /100				
SS-310-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EA	21	$ 170.00	$ 3,570.00
	Unit price in words: One hundred seventy — dollars and No ——— /100				
SS-310-5.2	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EA	5	$ 660.00	$ 3,300.00
	Unit price in words: Six hundred Sixty — dollars and No ——— /100				
SS-310-5.3	ABANDONED SIGN BASE, REMOVED	EA	2	$ 3,000.00	$ 6,000.00
	Unit price in words: three thousand ——— dollars and No ——— /100				
SS-310-5.4	L-858(L) BASE MOUNTED, 1-MODULE GUIDANCE SIGN, INSTALLED	EA	1	$ 5,000.00	$ 5,000.00
	Unit price in words: five thousand ——— dollars and No ——— /100				
SS-310-5.5	L-858(L) BASE MOUNTED, 3-MODULE GUIDANCE SIGN, INSTALLED	EA	1	$ 7,000.00	$ 7,000.00
	Unit price in words: Seven thousand ——— dollars and No ——— /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-310-5.6	L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	EA	38	$ 940.00	$ 35,720.00
	Unit price in words: nine hundred forty — dollars and No — /100				
SS-310-5.7	EXISTING L-861T STAKE MOUNTED TAXIWAY EDGE LIGHT, RELOCATED	EA	11	$ 425.00	$ 4,675.00
	Unit price in words: four hundred twenty five dollars and No — /100				
SS-310-5.8	FIELD LIGHTNING ARRESTOR, INSTALLED	EA	1	$ 1,430.00	$ 1,430.00
	Unit price in words: One thousand four hundred thirty dollars and No — /100				
SS-310-5.9	TEMPORARY AIRFIELD LIGHTING	LS	100%	$ 10,000.00	$ 10,000.00
	Unit price in words: ten thousand — dollars and No — /100				
L-108-5.1	NO. 8 AWG 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	3,900	$ 1.40	$ 5,460.00
	Unit price in words: One — dollars and forty — /100				
L-108-5.2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	3,400	$ 1.40	$ 4,760.00
	Unit price in words: One — dollars and forty — /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	LF	2,900	$ 2.70	$ 7,830.00
	Unit price in words: two ——— dollars and Seventy — /100				
L-108-5.4	TRENCHING FOR DIRECT-BURIED CABLE, 18" MINIMUM DEPTH	LF	600	$ 6.25	$ 3750.00
	Unit price in words: Six ——— dollars and twenty five /100				
L-110-5.1	CONCRETE ENCASED, ELECTRICAL DUCT BANK. 4W-4"C	LF	100	$ 100.00	$ 10,000.00
	Unit price in words: One hundred —— dollars and NO —— /100				
L-110-5.2	CONCRETE ENCASED, ELECTRICAL CONDUIT. 1W-2"C	LF	85	$ 50.00	$ 4,250.00
	Unit price in words: fifty ——— dollars and NO —— /100				
L-110-5.3	NON-ENCASED, ELECTRICAL CONDUIT, 1W-2"C	LF	2,550	$ 8.50	$ 21,675.00
	Unit price in words: Eight ——— dollars and fifty — /100				
L-115-5.1	CONCRETE ENCASED, ELECTRICAL JUNCTION STRUCTURE, L-867 CLASS 1, SIZE 12" DIAMETER BY 24" DEPTH, INSTALLED	EA	1	$ 675.00	$ 675.00
	Unit price in words: Six hundred Seventy five dollars and NO —— /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-115-5.2	PRECAST CONCRETE ELECTRICAL HANDHOLE, INTERIOR DIMENSIONS 2'L X 3'W X 3'D, INSTALLED	EA	2	$ 6,000.00	$ 12,000.00
	Unit price in words: Six thousand ——— dollars and No ——— /100				

TOTAL (BASE BID) $2,164,476.00

Total price in words: two million one hundred sixty four thousand four hundred seventy six ——— dollars and No ——— /100

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

ADDITIVE ALTERNATE NO. 1 – REMOVAL OF EXISTING HOLD PADS

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-310-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EA	7	$ 160.00	$ 1,120.00
	Unit price in words: One hundred sixty — dollars and NO — /100				
SS-310-5.2	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EA	2	$ 500.00	$ 1,000.00
	Unit price in words: five hundred — dollars and No — /100				
SS-310-5.3	ABANDONED SIGN BASE, REMOVED	EA	1	$ 1,300.00	$ 1,300.00
	Unit price in words: One thousand three hundred dollars and No — /100				
SS-310-5.7	EXISTING L-861T STAKE MOUNTED TAXIWAY EDGE LIGHT, RELOCATED	EA	19	$ 425.00	$ 8,075.00
	Unit price in words: four hundred twenty five dollars and No — /100				
L-108-5.1	NO. 8 AWG 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	1,000	$ 1.20	$ 1,200.00
	Unit price in words: one — dollars and twenty — /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-108-5.2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	1,000	TWH $ 1.25	TWH $ 1,250.00
	Unit price in words: one dollars and twenty five /100				
L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	LF	1,000	$ 2.50 TWH	TWH $ 2,500.00
	Unit price in words: two dollars and fifty /100				
L-108-5.4	TRENCHING FOR DIRECT-BURIED CABLE, 18" MINIMUM DEPTH	LF	1,000	$ 5.75	$ 5,750.00
	Unit price in words: five dollars and Seventy five /100				

TOTAL (ADDITIVE ALTERNATE 1) $ 22,195.00

Total price in words: twenty two thousand one hundred ninety five dollars and NO /100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **150 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

Jackie Christopher
(Witness)

PO BOX 3684

BEAUMONT, TX 77704
(Address)

6720 COLLEGE

BEAUMONT, TX 77707
(Office Address of Bidder)

ALLCO
(Name of Bidder)

By
T.W. HARRISON - PRESIDENT
(Print Name and Title)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 14-025/KJS

IFB Title: Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport

IFB Due: **11:00 am CST, Tuesday, July 22, 2014**

Addendum No.: 1

Issued (Date): June 23, 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: Revision of Website Address where Specifications and Plans may be obtained.

Specifications and Plans may be obtained at: http://ftp.garverusa.com

Username: BPT_TWD2014
Password: BPT2BIDDER

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: _____

Authorized Signature (Bidder)

PRESIDENT
Title of Person Signing Above

T.W. HARRISON (ALLCO)
Typed Name of Business or Individual

PO BOX 3684, BEAUMONT, TX 77704
Address

ALLCO, L.L.C. TEXAS

ALLCO

DESIGN BUILD
CONSTRUCTION MANAGEMENT
GENERAL CONTRACTOR

P. O. Box 3684, Beaumont, Texas 77704 Phone: 409-860-4459 Fax: 409-860-3857
Email: allco@allco.com

JEFFERSON COUNTY
JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
AIP NO. 3-48-0018-030-2014
PROJECT NO. 14-025/KJS

LIST OF PROPOSED SUBCONTRACTORS

1.	Electrical	F + W Electrical
2.	Markings / Striping	Stripes + Stops
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kami Piron
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 898-4444 FAX (A/C, No): (409) 898-4468 E-MAIL ADDRESS: kp@gcia-tx.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Allco, LLC, Allco, Inc. All-Rent, Ltd. Allco, Ltd.; Rehab Construction, Bolivar P.O. Box 3684 Beaumont TX 77704	INSURER A: Travelers Lloyds Ins Co	
	INSURER B: America First Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CO1A548738	6/1/2014	6/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			8105465B446	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000020110	6/1/2014	6/1/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB1A548609	6/1/2014	6/1/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractor's Equipment			IM8912701	6/1/2014	6/1/2015	$5,000 Deductible	500,000
A	Builder's Risk			QT6604267B585TLC13	7/1/2013	7/1/2014		20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

**********Sample**********

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/KRP

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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

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

JACK BROOKS REGIONAL AIRPORT TAXIWAY D RECONSTRUCTION (2014)

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 **22nd** day of **July, 2014.**

ALLCO, L.L.C. TEXAS

Jackie Christopher
(Witness)

Allco
(Principal) (Seal)

T.W. Harrison
T.W. Harrison, President (Title)

Kami R Piron
Kami R Piron (Witness)

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.

S-1869-G (07-97)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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. 005725817

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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of December, 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 the 5th day of December, 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.

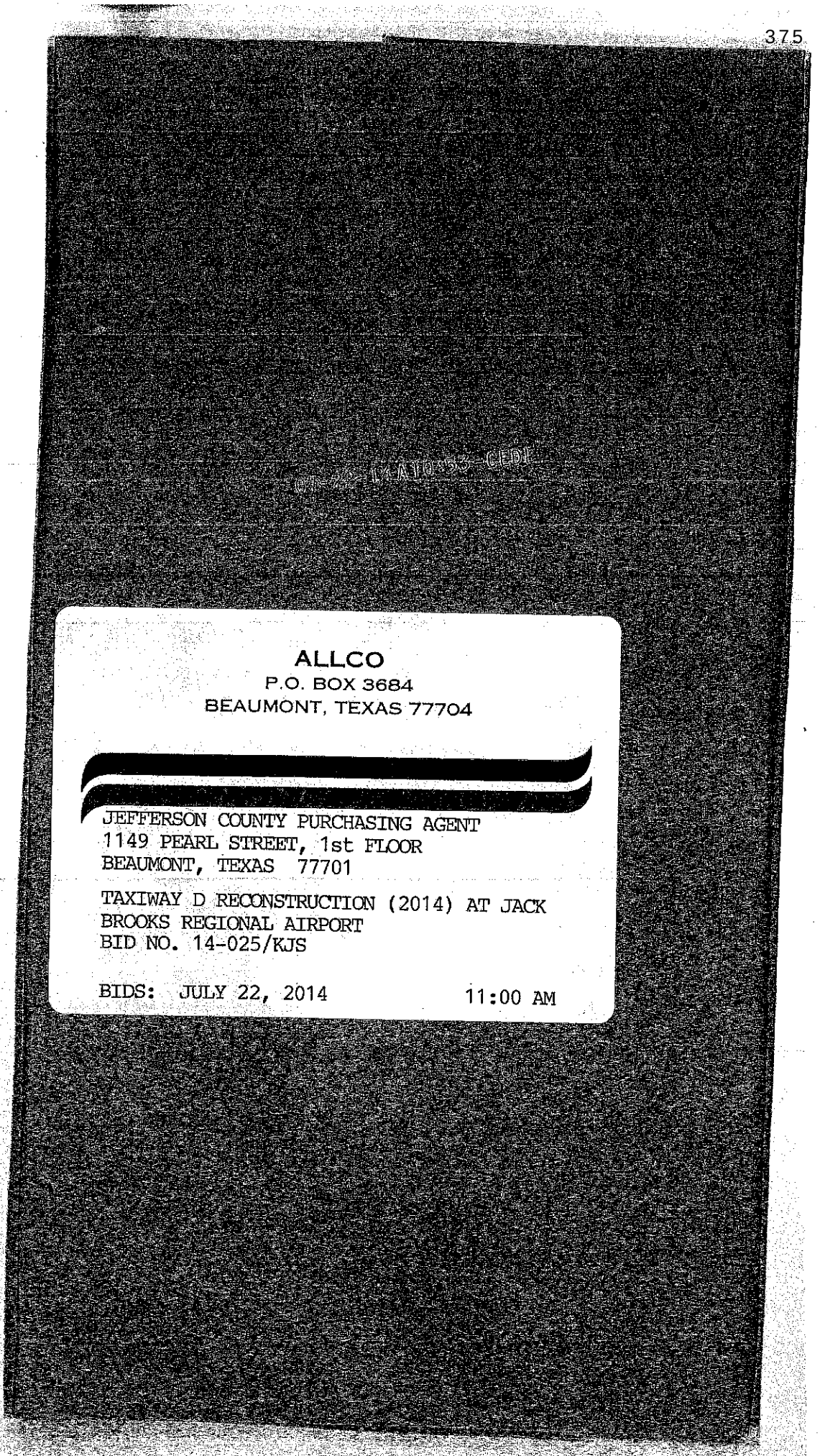
In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



ALLCO
P.O. BOX 3684
BEAUMONT, TEXAS 77704

JEFFERSON COUNTY PURCHASING AGENT
1149 PEARL STREET, 1st FLOOR
BEAUMONT, TEXAS 77701

TAXIWAY D RECONSTRUCTION (2014) AT JACK BROOKS REGIONAL AIRPORT
BID NO. 14-025/KJS

BIDS: JULY 22, 2014 11:00 AM

ORIGINAL

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number:	IFB 14-025/KJS
IFB Title:	Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport
IFB Due:	**11:00 am CST, Tuesday, July 22, 2014**
Addendum No.:	1
Issued (Date):	June 23, 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: Revision of Website Address where Specifications and Plans may be obtained.

Specifications and Plans may be obtained at: http://ftp.garverusa.com

Username: BPT_TWD2014
Password: BPT2BIDDER

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:

Melissa McKague
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder) Scott Blanchard

Assistant Secretary
Title of Person Signing Above

APAC-Texas, Inc.
Typed Name of Business or Individual

12907 US Hwy 90, Beaumont, TX 77713
Address

11111 Katy Freeway
Suite 910
Houston, TX 77079

TEL 713.491.8333
FAX 713.973.5777

www.GarverUSA.com

July 10, 2014

Addendum No.2
To Plans, Contract Documents and Specifications
IFB 14-025/KJS, Taxiway D Reconstruction (2014)

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict. All bidders shall acknowledge receipt of this Addendum on page C-5 of the sealed bid proposal.

Modifications to the Bidding Requirements:

1. ***The bid opening time has changed*** to ***11:00 am*** on Tuesday, July 22, 2014. The location where bids are due has NOT changed.
2. A site visit for interested parties has been arranged. This is not a mandatory site visit, but will be the only opportunity to view the secured area of the project. The date and time of the visit are July 14, 2014 at 10:00 a.m. The location is the lobby of the Jerry Ware Terminal Building at 5000 Jerry Ware Drive, Beaumont, TX 77705.

Modifications to the Standard Form of Agreement:

1. **Replace Proposal with the attached Proposal.**

Questions were received by Garver by email and at the pre-bid meeting. Responses to these questions are attached to this addendum. Questions are paraphrased and are as understood by Garver.

By: Thomas D Dodson, PE

STATE OF TEXAS
THOMAS D. DODSON
83909
LICENSED PROFESSIONAL ENGINEER

digitally signed on 07/10/2014

Attachments: Proposal: 14 pages
Agenda and Sign-In Sheet from July 8, 2014 Pre-Bid Meeting: 3 pages
Response to Bidder Questions: 2 pages

N:\2013\13121730 - BPT Taxiway D\Correspondence\Bidding\Bids 2014\TW D Reconstruction (2014)\Addendum2 2014-07-10.docx

GARVER
11111 Katy Freeway
Suite 910
Houston, TX 77079
TEL 713.491.8333
FAX 713.973.5777
www.GarverUSA.com

July 17, 2014

Addendum No.3
To Plans, Contract Documents and Specifications
IFB 14-025/KJS, Taxiway D Reconstruction (2014)

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict. All bidders shall acknowledge receipt of this Addendum on page C-5 of the sealed bid proposal.

Modifications to the Bid Form and Proposal:

1. **Replace page C-8 of the Bid Form with the attached page C-8 of the Bid Form.**

STATE OF TEXAS
THOMAS D. DODSON
83909
LICENSED
PROFESSIONAL ENGINEER

digitally signed
on 07/17/2014

By: Thomas D Dodson, PE

Attachments: Bid Form: 1 page

N:\2013\13121730 - BPT Taxiway D\Correspondence\Bidding\Bids 2014\TW D Reconstruction (2014)\Addendum3\Addendum3.2014-07-17.docx

PROPOSAL

Place Jefferson County, Texas

Date July 22, 2014

Proposal of APAC-Texas, Inc.,

a corporation organized and existing under the laws of the State of Delaware,

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **Taxiway D Reconstruction (2014).**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet No.	Title
G-101	COVER SHEET
G-102	SHEET INDEX
G-103	SUMMARY OF QUANTITIES
G-104	GENERAL NOTES
G-201	PROJECT LAYOUT PLAN AND SURVEY CONTROL PLAN
G-301	SAFETY AND PHASING PLAN
G-302	SAFETY AND PHASING DETAILS I

Sheet No.	Title
G-303	SAFETY AND PHASING DETAILS II
G-304	PHASE I - SAFETY AND PHASING
G-401	GEOTECHNICAL INVESTIGATION PLAN
C-101	TYPICAL SECTIONS
C-102	PAVEMENT DETAILS I
C-201	SWPPP DETAILS I
C-202	SWPPP DETAILS II
C-203	SWPPP NOTES
C-204	SWPPP LAYOUT
C-301	EXISTING CONDITIONS LAYOUT I
C-401	DEMOLITION DETAILS
C-402	DEMOLITION LAYOUT I
C-501	GRADING AND DRAINAGE DETAILS
C-502	GRADING AND DRAINAGE DETAILS II
C-503	IL-H-G HORIZONTAL INLET TYPE H WITH GRATE 1 OF 2
C-504	IL-H-G HORIZONTAL INLET TYPE H WITH GRATE 2 OF 2
C-505	MH-M MANHOLE TYPE M
C-506	GRADING AND DRAINAGE PLAN I
C-601	STORM DRAIN PROFILES AND CALCULATIONS
C-701	GEOMETRIC PLAN I
C-801	PAVEMENT PROFILES
C-901	JOINTING DETAILS I
C-902	JOINT LAYOUT PLAN
C-1001	JOINT AND ASPHALT TRANSITION ELEVATION PLAN I
E-001	ELECTRICAL LEGEND AND NOTES
E-101	LIGHTING REMOVAL PLAN I
E-102	LIGHTING REMOVAL PLAN II (ADDITIVE ALTERNATE 1)
E-201	LIGHTING INSTALLATION PLAN I
E-202	LIGHTING INSTALLATION PLAN II (ADDITIVE ALTERNATE 1)
E-301	ELECTRICAL DETAILS I
E-302	ELECTRICAL DETAILS II
E-303	ELECTRICAL DETAILS III
E-304	ELECTRICAL DETAILS IV
E-305	ELECTRICAL DETAILS V
E-306	ELECTRICAL DETAILS VI
E-307	ELECTRICAL DETAILS VII
M-101	MARKING DETAILS
M-102	TAXIWAY D MARKING PLAN I
XS-101	TAXIWAY D CROSS SECTIONS STA. 156+95 TO STA. 160+00
XS-102	TAXIWAY D CROSS SECTIONS STA. 160+50 TO STA. 164+00
XS-103	TAXIWAY D CROSS SECTIONS STA. 164+50 TO STA. 168+00
XS-104	TAXIWAY D CROSS SECTIONS STA. 168+50 TO STA. 170+50

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-120	Site Preparation
Item SS-300	Basic Electrical Requirements
Item SS-310	Airport Lighting Systems
	Modification to Item D-701
Item D-701	Pipe for Storm Drains and Culverts
	Modification to Item D-751
Item D-751	Manholes, Catch Basins, Inlets and Inspection Holes
	Modification to Item L-108
Item L-108	Underground Power Cable for Airports
	Modification to Item L-110
Item L-110	Airport Underground Electrical Duct Banks and Conduits
	Modification to Item L-115
Item L-115	Electrical Manholes and Junction Structures
	Modification to Item P-101
Item P-101	Surface Preparation
	Modification to Item P-152
Item P-152	Excavation and Embankment
	Modification to Item P-155
Item P-155	Lime-Treated Subgrade
	Modification to Item P-156
Item P-156	Temporary Air and Water Pollution, Soil Erosion and Siltation Control
	Modification to Item P-209
Item P-209	Crushed Aggregate Base Course
	Modification to Item P-401
Item P-401	Plant Mix Bituminous Pavements
	Modification to Item P-501
Item P-501	Portland Cement Concrete Pavement
	Modification to Item P-602
Item P-602	Bituminous Prime Coat
	Modification to Item P-603
Item P-603	Bituminous Tack Coat
	Modification to Item P-605
Item P-605	Joint Sealing Filler
	Modification to Item P-610
Item P-610	Structural Portland Cement Concrete
	Modification to Item P-620
Item P-620	Runway and Taxiway Painting
	Modification to Item T-901
Item T-901	Seeding
	Modification to Item T-904
Item T-904	Sodding
	Modification to Item T-905
Item T-905	Topsoiling
	Modification to Item T-907
Item T-907	Tilling

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 dated June 23, 2014

Addendum No. 2 dated July 10, 2014

Addendum No. 3 dated July 17, 2014

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a ~~certified check~~/bid bond (*strike one*)

In the amount of five percent of total bid amount Dollars

($ 5% of total bid), being not less than five percent (5%) of the total amount of the bid for the base bid plus all alternates, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-1	SITE PREPARATION	LS	100%	$ 185,000.00	$ 185,000.00
	Unit price in words: One Hundred Eighty Five Thousand dollars and NO /100				
D-701-5.1	30" CLASS III REINFORCED CONCRETE PIPE	LF	408	$ 147.00	$ 59,976.00
	Unit price in words: One Hundred Forty Seven dollars and NO /100				
D-751-5.1	SINGLE GRATE INLET (HEAVY-DUTY AIRCRAFT RATED) 4'X4'	EA	1	$ 7,350.00	$ 7,350.00
	Unit price in words: Seven Thousand Three Hundred Fifty dollars and NO /100				
D-751-5.2	JUNCTION BOX, 4'X4'	EA	1	$ 7,700.00	$ 7,700.00
	Unit price in words: Seven Thousand Seven Hundred dollars and NO /100				
D-751-5.3	3:1 SLOPE-END TREATMENT AND 4" CONCRETE RIPRAP, INSTALLED	LS	100%	$ 6,300.00	$ 6,300.00
	Unit price in words: Six Thousand Three Hundred dollars and NO /100				
P-101-5.1a	CONCRETE PAVEMENT REMOVAL	SY	9,600	$ 21.75	$ 208,800.00
	Unit price in words: Twenty One dollars and Seventy Five /100				
P-101-5.1b	ASPHALTIC CONCRETE PAVEMENT REMOVAL	SY	1,060	$ 16.00	$ 16,960.00
	Unit price in words: Sixteen dollars and NO /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	580	$ 18.00	$ 10,440.00
	Unit price in words: Eighteen		dollars and	NO /100	
P-152-4.2	BORROW EXCAVATION	CY	2,730	$ 11.00	$ 30,030.00
	Unit price in words: Eleven		dollars and	NO /100	
P-155-8.1	16" LIME-TREATED SUBGRADE	SY	8,400	$ 7.00	$ 58,800.00
	Unit price in words: Seven		dollars and	NO /100	
P-155-8.2	LIME	TN	370	$ 200.00	$ 74,000.00
	Unit price in words: Two Hundred		dollars and	NO /100	
P-156-5.1	TEMPORARY EROSION CONTROL	LS	100%	$ 7,500.00	$ 7,500.00
	Unit price in words: Seven Thousand Five Hundred		dollars and	NO /100	
P-209-5.1	6" CRUSHED AGGREGATE BASE COURSE	SY	8,790	$ 23.00	$ 202,170.00
	Unit price in words: Twenty Three		dollars and	NO /100	
P-401-8.1a	4" BITUMINOUS SURFACE COURSE	SY	980	$ 46.00	$ 45,080.00
	Unit price in words: Forty Six		dollars and	NO /100	

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
P-501-8.1a	13" PORTLAND CEMENT CONCRETE PAVEMENT	SY	7,350	$ 93.00	$ 683,550.00
	Unit price in words: Ninety Three dollars and NO /100				
P-620-1	RETRO-REFLECTIVE PAVEMENT MARKINGS	SF	940	$ 6.00	$ 5,640.00
	Unit price in words: Six dollars and NO /100				
P-620-2	PREFORMED RUNWAY HOLD SIGN MARKINGS	SF	360	$ 183.00	$ 65,880.00
	Unit price in words: One Hundred Eighty Three dollars and NO /100				
P-620-3	NON-REFLECTIVE BLACK OUTLINE	SF	1,700	$ 3.20	$ 5440.00
	Unit price in words: Three dollars and Twenty /100				
T-901-5.1	SEEDING, INCLUDING FERTILIZING AND WATERING	AC	5.2	$ 1,100.00	$ 5,720.00
	Unit price in words: One Thousand one Hundred dollars and NO /100				
T-905-1	TOPSOILING (OBTAINED ON SITE OR REMOVED FROM STOCKPILE 2" THICKNESS)	SY	14,710	$ 2.20	$ 32,362.00
	Unit price in words: Two dollars and Twenty /100				
T-904-5.1	SODDING	SY	600	$ 3.60	$ 2,160.00
	Unit price in words: Three dollars and Sixty /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
T-907-5.1	TILLING	SY	1,450	$ 5.50	$ 7,975.00
	Unit price in words: Five dollars and Fifty /100				
SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	100%	$ 1,800.00	$ 1,800.00
	Unit price in words: One Thousand Eight Hundred dollars and NO /100				
SS-310-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EA	21	$ 164.00	$ 3,444.00
	Unit price in words: one Hundred sixty four dollars and NO /100				
SS-310-5.2	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EA	5	$ 255	$ 1,275.00
	Unit price in words: Two Hundred Fifty five dollars and NO /100				
SS-310-5.3	ABANDONED SIGN BASE, REMOVED	EA	2	$ 600.00	$ 1200.00
	Unit price in words: Six Hundred dollars and NO /100				
SS-310-5.4	L-858(L) BASE MOUNTED, 1-MODULE GUIDANCE SIGN, INSTALLED	EA	1	$ 5,500.00	$ 5,500.00
	Unit price in words: Five Thousand five Hundred dollars and NO /100				
SS-310-5.5	L-858(L) BASE MOUNTED, 3-MODULE GUIDANCE SIGN, INSTALLED	EA	1	$ 7,500.00	$ 7,500.00
	Unit price in words: Seven Thousand Five Hundred dollars and No /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-310-5.6	L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	EA	38	$ 1,450.00	$ 55,100.00
	Unit price in words: one Thousand four Hundred Fifty		dollars and	NO /100	
SS-310-5.7	EXISTING L-861T STAKE MOUNTED TAXIWAY EDGE LIGHT, RELOCATED	EA	11	$ 440.00	$ 4,840.00
	Unit price in words: Four Hundred Forty		dollars and	NO /100	
SS-310-5.8	FIELD LIGHTNING ARRESTOR, INSTALLED	EA	1	$ 1,460.00	$ 1,460.00
	Unit price in words: one Thousand four Hundred Sixty		dollars and	NO /100	
SS-310-5.9	TEMPORARY AIRFIELD LIGHTING	LS	100%	$ 5,200.00	$ 5,200.00
	Unit price in words: Five Thousand Two Hundred		dollars and	NO /100	
L-108-5.1	NO. 8 AWG 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	3,900	$ 1.25	$ 4,875.00
	Unit price in words: One		dollars and	Twenty Five /100	
L-108-5.2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	3,400	$ 1.25	$ 4,250.00
	Unit price in words: One		dollars and	Twenty Five /100	

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	LF	2,900	$ 2.60	$ 7,540.00
	Unit price in words: Two dollars and Sixty /100				
L-108-5.4	TRENCHING FOR DIRECT-BURIED CABLE, 18" MINIMUM DEPTH	LF	600	$ 6.00	$ 3,600.00
	Unit price in words: Six dollars and NO /100				
L-110-5.1	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 4W-4"C	LF	100	$ 103.00	$ 10,300.00
	Unit price in words: One Hundred Three dollars and no /100				
L-110-5.2	CONCRETE ENCASED, ELECTRICAL CONDUIT, 1W-2"C	LF	85	$ 52.00	$ 4,420.00
	Unit price in words: Fifty Two dollars and no /100				
L-110-5.3	NON-ENCASED, ELECTRICAL CONDUIT, 1W-2"C	LF	2,550	$ 9.00	$ 22,950.00
	Unit price in words: Nine dollars and no /100				
L-115-5.1	CONCRETE ENCASED, ELECTRICAL JUNCTION STRUCTURE, L-867 CLASS 1, SIZE 12" DIAMETER BY 24" DEPTH, INSTALLED	EA	1	$ 700.00	$ 700.00
	Unit price in words: Seven Hundred dollars and no /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-115-5.2	PRECAST CONCRETE ELECTRICAL HANDHOLE, INTERIOR DIMENSIONS 2'L X 3'W X 3'D, INSTALLED	EA	2	$ 4,900.00	$ 9,800.00
	Unit price in words: Four Thousand nine Hundred dollars and No /100				

Total price in words: one million Eight Hundred Eighty Four Thousand Five Hundred Eighty Seven dollars and No /100 TOTAL (BASE BID) $ 1,884,587.00

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

ADDITIVE ALTERNATE NO. 1 – REMOVAL OF EXISTING HOLD PADS

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-310-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EA	7	$ 165.00	$ 1,155.00
	Unit price in words: one Hundred Sixty Five		dollars and	NO /100	
SS-310-5.2	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EA	2	$ 158.00	$ 316.00
	Unit price in words: One Hundred fifty Eight		dollars and	NO /100	
SS-310-5.3	ABANDONED SIGN BASE, REMOVED	EA	1	$ 600.00	$ 600.00
	Unit price in words: Six Hundred		dollars and	NO /100	
SS-310-5.7	EXISTING L-861T STAKE MOUNTED TAXIWAY EDGE LIGHT, RELOCATED	EA	19	$ 440.00	$ 8,360.00
	Unit price in words: Four Hundred forty		dollars and	NO /100	
L-108-5.1	NO. 8 AWG 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	1,000	$ 1.25	$ 1,250.00
	Unit price in words: ONE		dollars and	Twenty Five/100	

JACK BROOKS REGIONAL AIRPORT
TAXIWAY D RECONSTRUCTION (2014)
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
L-108-5.2	NO. 6 AWG SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	1,000	$ 1.25	$ 1,250.00
	Unit price in words: One		dollars and Twenty Five/100		
L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	LF	1,000	$ 2.60	$ 2,600.00
	Unit price in words: Two		dollars and Sixty /100		
L-108-5.4	TRENCHING FOR DIRECT-BURIED CABLE, 18" MINIMUM DEPTH	LF	1,000	$ 6.00	$ 6000.00
	Unit price in words: Six		dollars and NO /100		

Total price in words: Twenty One Thousand Five Hundred Thirty One dollars and NO /100 TOTAL (ADDITIVE ALTERNATE 1) $ 21,531.00

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **150 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

Melissa McGuire
(Witness)

APAC-Texas, Inc.
(Name of Bidder)

By _____

Scott Blanchard, Asst. Secretary
(Print Name and Title)

12907 US Hwy 90
Beaumont, TX 77713
(Office Address of Bidder)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder APAC-Texas, Inc.
2. Permanent main office address
   12907 US Hwy 90
   Beaumont, TX 77720
3. When organized 1945
4. If a corporation, where incorporated 1980
5. How many years have been engaged in the contracting business under your present firm or trade name? 68
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)
   Please see attached.

   General character of work performed by your company Road, highway and bridge construction
7. Have you ever failed to complete any work awarded to you? No
8. Have you ever defaulted on a Contract? No
   If so, where and why?
9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
   If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document). Please see attached.
11. List your major equipment available for this Contract (attach to back of this document). Please see attached statement.
12. List your experience in construction work similar in scope and scale to this project (attach to back of this document). Please see attached.
13. Background and experience of the principal members of your organization, including the officers (attach to back of this document). Please see attached resumes.
14. Credit available: $ Available upon request.
15. Give Bank reference: Bank of America Lois Marshall FAX: 415-343-9310

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;

(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and

(c) Criminal proceedings.

Dated at APAC-Texas, Inc. this 22nd day of July, 20 14.

APAC-Texas, Inc.
(Name of Bidder)
By Scott Blanchard
Title Assistant Secretary

STATE OF Texas)
) §.
COUNTY OF Jefferson)

Scott Blanchard being duly sworn deposes and says that he is
Assistant Secretary of APAC-Texas, Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 22nd day of July, 20 14.

(Notary Public) Melissa McKague

My Commission Expires:
June 14, 2016

MELISSA MCKAGUE
Notary Public, State of Texas
My Commission Expires
June 14, 2016

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 Obligee) 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, Taxiway D Reconstruction (2014) at the Jack Brooks Regional Airport (POA# XL1505103).

Now, Therefore, If the Obligee 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 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, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of said Principal and the amount for which the Obligee 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 22nd day of July, 2014.

APAC-TEXAS, INC.

(Principal) (Seal)

(Witness)

By Scott Blanchard, Asst. Secretary

XL Specialty Insurance Company

(Surety) (Seal)

(Witness)

By Jose Torres , Attorney-in-Fact

SB-0101 (rev. 2/12)

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
XL1505103

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., Kal A. Kincald, 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: Dori 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
My Commission Expires June 30, 2016
STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

SURETY ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Jefferson } **SS**

On this 22nd day of July, 2014, before me personally came Jose Torres 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

MELISSA MCKAGUE
Notary Public, State of Texas
My Commission Expires
June 14, 2016

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

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

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.

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apac
Trotti & Thomson 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
3044	Newton Co. FM 363 Raise Roadway & Repla	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
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	TXDOT Jefferson County SH 73 ACP, Should	Texas Dept of Transportation	Bridge Construction	$5,975,104.16	In Progress
3075	TXDOT Liberty Co. US 90 GR, BS, STR, PVI	Texas Dept of Transportation	Word Work	$20,677,586.00	In Progress
3077	Jefferson Co. US 69 (MALL) GR, BS, PV	Texas Dept of Transportation	GR, BS, PVMT, STR	27,390,861.67	In Progress
3078	Jefferson Co. SH 87 Bridge & A	Texas Dept of Transportation	Replace Bridge and approaches	$2,796,186.77	In Progress
3079	Jefferson Co. US 69 Bridge & A	Texas Dept of Transportation	Replace Bridge and approaches	$1,456,176.69	In Progress
3085	Liberty Co. FM 1413 GR, BS, ST	Texas Dept of Transportation	GR, BS, STR, PVT	$2,173,548.34	In Progress
3086	Jefferson Co. Jack Brook T- Ha	Jefferson Co. Engineering	Mill and Overlay	$256,011.26	In Progress
3087	Exxon B&P/Zachry Asphalt Repai	Exxon Mobile B&P	Asp.rep/con.barrier/speed bumps	$298,897.00	In Progress
3088	Orange Co SH 73 Asphalt Detour	Gibson & Associates	ASB and Asphalt Detour	$159,384.00	In Progress
3089	Independence Parkway for Strik	Strike Construction	Mill and Overlay: drainage	$172,524.00	In Progress
3090	MeadWestvaco Entrance Road Rep	MeadWestvaco	Mill & Overlay Entrance Road	$143,750.00	In Progress
3091	Craig Olden US 69 Flexible Pav	Hayward Baker Craig Olden Division	Emerg. - Flexible Base Pmt Rep.	$156,049.35	In Progress
3092	BASF Contractor Parking-lot Ex	BASF Corp.	New Parking Lot	$181,431.99	In Progress
3094	Huntsman Roadway Phase 1 Revis	Huntsman Chem. Corp.	Construct New Concrete Roadway	$1,271,067.50	In Progress
3096	Exxon-Mobil/HB Neild- Lab Pavi	H.B. Neild & Sons	Limestone Base & Asp. Paving	$165,300.00	In Progress
3097	Jacobs/Exxon HHR Revision	Jacobs	Fill, limestone base, asp, conc.	$495,281.00	In Progress
3098	Jasper Co. FM0252 HMA Overlay	Texas Dept of Transportation	2" mill and overlay	$661,886.78	In Progress
3099	Jefferson Co. SP215 FDR, BS, M	Texas Dept of Transportation	FDR, BS, Mill, Overlay	$1,979,708.78	In Progress
3100	Newton Co. SH 87 PVMT RPR OCST	Texas Dept of Transportation	PVMT, RPR, OCST, ACP	$2,705,524.33	In Progress
3102	Hardin Co. US 96 Etc. Mill & O	Texas Dept of Transportation	1.5" Mill & Overlay various locatior	$797,816.05	In Progress
3103	Newton Co. FM 1004 MILL, BASE,	Texas Dept of Transportation	ACP, STR, STP	$1,507,560.60	In Progress
3104	Revised BASF Gate 103 12/10/20	BASF Total Petrochemicals	Drainage, base rewk, Asp. overlay	$226,095.99	In Progress
3105	Jacobs/Exxon Mobil Area 52 & 9	Jacobs Field Service	Clearing & Grubbing	$224,105.00	In Progress
3106	Newton Co. SH 12 Plane, SMA, S	Texas Dept of Transportation	Mill and Inlay	$1,990,441.81	In Progress
3107	Orange Co. SH 12 Plane, SMA, S	Texas Dept of Transportation	Mill and Inlay	$2,279,713.99	In Progress
3108	ExxonMobil Chemical Parking Re	Exxon Mobile Chemical	PrkLot Patching, Overlay & Stripin	$114,431.00	In Progress
3109	Jacobs/ExxonMobil Heavy	Jacobs	Overlay Shoulder & Roadway	$162,702.00	In Progress

Work History

3074	Chevron Cedar Bayou for Strike	Chevron	Industrial work	$493,989.00	May-13
3073	Lamar Asphalt Parking for Band Revised	Lamar University	Parking lot	$340,270.79	October '13
3072	Liberty Co Cedar Estates Street Improvemen	Liberty Co	Road Work	$290,276.60	October '13
3068	Orange Co. FM 1006	Texas Dept of Transportation	Overlay	$732,186.15	Jun-13
3067	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	$1,347,159.25	Jul-13
3066	Goodyear HSE Concrete Work	Goodyear	Concrete Work	$105,373.00	May-13
3065	TXDOT Jasper Co. FM 2799 Edge Stabilizati	Texas Dept of Transportation	Widening Road	$785,636.00	December '13
3064	TXDOT Jasper FM 254 Edge Stabilization	Texas Dept of Transportation	Widening Road	$259,576.60	January '14
3063	ISTC Drive Entrance & Exit	ISTC	Site Work	$154,023.00	Apr-13

3062	Newton Co. FM 1414 Widen Roadway	Texas Dept of Transportation	Widening Road	$1,351,308.00	January '14
3061	Jefferson Co. IH 10 Flex Base	Texas Dept of Transportation	Patching	$641,464.00	May-13
3060	City of Orange East Orange Street Improvem	City of Orange	Overlay	$1,141,774.00	Mar-13
3059	Jefferson County Courthouse: Pearl St. Parki	Jefferson County	Overlay	$135,757.20	Feb-13
3058	Goodyear Houston Parking Lots	Goodyear	Overlay	$118,989.50	Jan-13
3057	Sabine Co. CR (Tuttle Rd.)	Texas Dept of Transportation	Bridge Construction	$379,351.90	Complete
3056	Bomac/Valero Roadway Paving	BO-MAC	Paving	$258,780.00	Feb-13
3055	Valero T&M September 2012	Valero	Site Work	$147,500.00	Complete
3054	Hardin Co. US 69 Overlay Roadway	Texas Dept of Transportation	Overlay	$2,061,902.00	Feb-13
3053	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	$776,636.00	Apr-13
3052	Jasper Co. FM 1013 Additional Paved Surfac	Texas Dept of Transportation	Widening Road	$1,998,013.00	Jul-13
3051	Gerdau Concrete Sidewalk Project	Gerdau Ameristeel	Concrete Work	$182,944.00	Nov-12
3050	Jasper Co. RE 255	Texas Dept of Transportation	Road Construction	$110,541.21	Oct-12
3049	Goodyear Chemical 850 Unit	Goodyear	Concrete Work	$1,050,700.00	Feb-13
3046	Jefferson Co. Road Improvements on Ave. H	Texas Dept of Transportation	Road Construction	$569,327.54	Jul-12
3045	Jefferson Co. IH10 Repair Existing Pavement	Texas Dept of Transportation	Patching	$2,393,201.00	Sep-12
3043	Jefferson SH 347 Rehab Roadway	Texas Dept of Transportation	Road Construction	$2,015,985.00	Oct-12
3042	Orange County DRS010214 Seal Coat Japar	Texas Dept of Transportation	Seal Coat	$241,001.20	Jun-12
3041	Mason/Valero Sulfur Truck Scale Paving	Mason Construction	Overlay	$177,250.00	Jun-12
3040	Valero Loading Dock Ramp and Concrete Ro	Valero	Concrete Work	$252,010.50	Oct-12
3039	TXDOT Jasper Co.	Texas Dept of Transportation	Road Construction	$221,738.10	Complete
3038	City of Sour Lake Overlay #2	City of Sour Lake	Overlay	$120,963.90	May-12
3037	Tyler Co. US 69 Overlay roadway & Bridge R	Texas Dept of Transportation	Road Rehab	$1,244,823.00	Sep-12
3036	Jasper Co. US 190	Texas Dept of Transportation	Overlay	$699,036.00	Jul-12
3035	Orange Co. CR New Road & Railroad Crossi	Texas Dept of Transportation	Construct New Road and Track	$3,240,325.00	October '13
3034	SHAWCOR Cardon IV Project Site Work	ShawCor	Site Work	$580,826.00	May-12
3033	Tyler Co. FM 1746 Edge Stabilization	Texas Dept of Transportation	Widening Road	$190,454.00	Aug-12
3032	Jefferson Co. Needmore Bridge	Texas Dept of Transportation	Bridge Construction	$705,478.00	Jul-12
3031	Afton Chemical Crossing Repair	Afton	Overlay	$174,282.00	Complete
3030	Jefferson Co. IH-10 Overlay	Texas Dept of Transportation	Overlay	$160,587.20	Jun-12
3029	Jefferson Co. SH 87	Texas Dept of Transportation	Road Construction	$777,095.95	May-12
3028	Chambers Co. FM 1406	Texas Dept of Transportation	Road Construction	$529,842.47	Jul-12
3027	Chambers Co. FM 3180 Widen Intersection	Texas Dept of Transportation	Widening Road	$180,098.37	Jul-12
3026	Newton Co. FM 1414 Edge Stabilization	Texas Dept of Transportation	Widening Road	$955,996.00	October '12
3025	Chevron Pipeline Terminal #2	Chevron Pipeline	Overlay	$273,576.40	Complete
3024	Motiva Barrier Casting Project	Recon	Construct Precast Barriers	$255,200.00	Apr-12
3023	Newton Co SH 87 Additional surface width	Texas Dept of Transportation	Remove concrete, asphalt new rd	$2,777,739.88	Aug-12
3022	Concrete Demo for Evans In Woodville	Evan Construction	demo concrete	$367,970.50	Feb-12
3021	HCU Control Room	Valero	Paving	$130,974.00	Feb-13
3020	Country Village Apartment Complex	Country Village Apartment Complex	road repair	$183,998.84	Dec-11
3019	Milling & Paving	Exxon Refinery	Milling & Paving	$118,301.00	Complete
3018	Pipeline Road Rehab	Chevron Pipeline	Asphalt	$259,405.38	Nov-11
3017	Orange County FM 105	Texas Dept of Transportation	Reconstruct & add shoulders	$1,805,820.00	Jun-12
3016	JE Dunn	ExxonMobil	Parking lot repairs	$164,370.00	Jan-12
3015	Jefferson County SH 82	Texas Dept of Transportation	rehab road, replace bridge	$4,626,388.85	Jul-12
3014	Jefferson County FM 365	Texas Dept of Transportation	overlay, base repair, OCST & strip	$1,026,845.38	Oct-11
3013	Jasper County US 96	Texas Dept of Transportation	mill, overlay, and SMA	$580,985.38	Oct-11
3012	Montage Center	Lamar University	Ditch & Asphalt Repairs	$112,944.50	Aug-11
3011	Merriman Street	City of Port Neches	Overlay	$175,500.00	Aug-11
3010	Orange County Improvements	Port of Beaumont	rail access project	$8,409,165.00	Complete
3009	Sulfur Truck Route	Valero	Asphalt overlay	$128,750.00	Aug-11
3008	TGS: POB Rail Improvements	Port of Beaumont	Rail Improvements	$451,305.50	Nov-11
3007	Motiva OSBL Paving	Turner	OSBL paving	$2,124,864.27	Feb-12

3006	Port Arthur Utility Access Road	Port Arthur EDC	utility access road construction	$100,162.20	Jul-11
3005	Orange Co Road Imp	Orange County	Road Improvements	$1,177,083.45	Aug-11
3004	Jefferson County US 69	Texas Dept of Transportation	patch and overlay of main lanes	$2,784,417.79	Oct-11
3003	Jasper County Fish Hatchery	Texas Dept of Transportation	build entrance road and parklot	$462,636.85	Oct-11
3002	Island Park X-Ray Slab	CBI	Asphalt overlay	$133,500.00	Jul-13
3001	Orange County IH-10	Texas Dept of Transportation	Frontage Roads	$2,581,062.00	Sep-11
2999	Craigen Road Bridge	Jefferson County	Bridge Replacement	$801,907.00	Jan-12
2998	Event Center	City of Beaumont	Event Center parking lot	$973,553.00	Feb-12
2997	Newton County FM 1414	Texas Dept of Transportation	Edge stabilization	$821,329.00	October '11
2995	Lumberton	City of Lumberton	crossing replacement	$341,387.00	Sep-11
2994	BO-MAC	LNG	Asphalt overlay	$925,720.00	Complete
2993	Jasper County SH 62	Texas Dept of Transportation	Base Repair	$301,918.00	Aug-11
2992	Sour Lake	City of Sour Lake	2008 TDRA Ike Recovery	$231,844.00	May-11
2991	West Orange	City of West Orange	TDRA Recovery Project	$871,281.00	Aug-11
2990	Mason Construction	Valero	Unit Paving 2" HMA	$155,094.00	Complete
2989	ShawCor	ShawCor	Pipe Protection Site Work	$678,644.00	Jul-11
2988	Newton County SH 87	Texas Dept of Transportation	Super-Elevation	$555,885.00	May-11
2987	Valero	Valero	Road Rehab	$374,472.00	Complete
2985	ExxonMobil	ExxonMobil	Roadway Maintenance	$180,000.00	Dec-10
2984	Total DCP	TOTAL Refinery	Paving	$1,459,509.00	Jul-11
2983	Jefferson County VA RR	Texas Dept of Transportation	Milling and overlay	$926,206.00	Mar-12
2982	Jefferson County SH 124	Texas Dept of Transportation	Milling and overlay	$1,562,695.00	Jun-11
2981	Nederland	City of Nederland	Concrete street repairs	$201,430.00	Complete
2979	Smarts Truck & Trailer	Smarts Truck & Trailer	12" Concrete Road	$150,510.00	April '07
2979	Hardin County US 69	Texas Dept of Transportation	Microsurfacing	$2,859,767.00	Aug-11
2978	SET Regional Airport	SET Regional Airport	patching job	$550,199.00	Feb-11
2977	Orange County FM 1442	Texas Dept of Transportation	Rt turn lane & signals	$412,152.00	Aug-11
2975	Jefferson County SH 124	Texas Dept of Transportation	Add left turn lane	$276,997.00	Jun-11
2974	Liberty County CR 2132	Texas Dept of Transportation	Bridge Replacement	$321,704.00	Mar-11
2972	ExxonMobil B&P	Worley Parsons	Bypass	$2,515,306.00	Mar-11
2969	Jasper County US 96	Texas Dept of Transportation	Move & replace base material	$248,070.00	Mar-11
2965	Tyler County FM 256	Texas Dept of Transportation	Add paved surface width	$2,655,213.00	Jun-11
2961	Jefferson County US 69	Texas Dept of Transportation	Slope Stabilization	$1,005,149.00	Jul-11
2957	Newton County FM 253	Texas Dept of Transportation	Rehab & Widen	$779,988.00	Dec-10
2955	Beaumont Municipal Airport	Texas Dept of Transportation	Runway Improvements	$2,025,212.00	Jun-11
2954	Atlanta Ave/Boston Ave.	City of Nederland	Parking lot repairs	$241,051.00	September '10
2953	Jasper TX Electric Co-Op	Jasper TX Electric Co-Op	Concrete slab	$230,093.00	September '10
2952	ExxonMobil Credit Union	ExxonMobil	Parking lot repairs	$292,628.00	September '10
2951	Jefferson County SH 87	Texas Dept of Transportation	Remove & replace existing flex ba	$409,385.00	September '10
2950	Chambers County IH-10	Texas Dept of Transportation	Convert 2 way frontage Road to 1	$186,354.00	September '10
2949	McFaddin Wildlife Refuge	Tennessee Valley Authority	Paving	$121,408.00	July '10
2948	Jefferson County US 90	Encino Landscape	Asphalt Overlay	$108,999.00	July '10
2948	Jefferson County US 90	Encino Landscape	Asphalt overlay	$108,999.00	November '09
2947	ExxonMobil	Worley Parsons	Main gate relocation	$2,158,261.00	February '11
2946	City of Port Arthur	City of Port Arthur	39th Street overlay	$635,000.00	February '11
2945	Orange County FM 105	Texas Dept of Transportation	Overlay existing roadway & add right turn lane	$304,484.00	March '11
2944	MOTIVA-PAVE ENTRANCE-BECHTEL	JV Bechtel	Pave Asphalt Entrances	$241,000.00	Sept. '09
2943	City of Orange	Jerry Walley Construction	1.5" overlay	$254,724.00	October '09
2942	City of Silsbee	City of Silsbee	Drainage improvements FM 418	$576,973.00	February '11
2941	Bear Creek Estates	Miltex Properties	Clear and build roadway	$1,299,491.00	September '10
2940	Jasper County FM 1131	Texas Dept of Transportation	Provide additional paved surface w	$2,217,087.00	September '10
2939	Jasper County FM 1131	Texas Dept of Transportation	Restore & Overlay existing roadwa	$1,104,127.00	September '10

2937	Jefferson County Bridges	Jefferson County	Bridge replacement	$401,663.00	September '09
2936	Jefferson County SH 347	Texas Dept of Transportation	Overlay existing roadway	$3,516,358.00	November '10
2935	Jasper County US 96	Texas Dept of Transportation	Full Depth Repair/ACP	$2,938,391.00	September '10
2934	Hardin County US 69	Texas Dept of Transportation	Flexible pavement structure repair	$374,098.00	October '09
2932	Orange County Ferry Road	Texas Dept of Transportation	Reconstruct Road	$2,247,749.00	February '11
2930	Hardin County Woodway Blvd	Hardin County	Bridge rehabilitation	$2,133,649.00	December '09
2915	Jefferson County	Jefferson County	Various bridge replacements	$1,417,089.00	June '09
2912	Brooks Road @ Willow Marsh	Jefferson County	Replace Bridge	$404,850.00	October '08
2911	Liberty County FM 1410	Texas Dept of Transportation	Replace Bridge & approaches	$541,765.00	February '09
2910	Tyler County US 190	Texas Dept of Transportation	ACP, Base Repari, Stripe	$5,103,679.00	December '08
2909	Orange County FM 1442	Texas Dept of Transportation	Restore & Overlay existing roadwa	$2,694,261.00	October '09
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, levelup & overlay	$1,436,990.00	August '08
2905	Jefferson County Calder Ave.	Texas Dept of Transportation	Replace Bridge & approaches	$385,699.00	September '08
2904	Tyler County FM 1943	Texas Dept of Transportation	Replace Bridge & approaches	$1,194,855.00	November '08
2903	Jefferson County IH-10, Etc.	Texas Dept of Transportation	Overlay existing roadway	$5,646,455.00	August '09
2900	Motiva	Bechtel Jacobs	Heavy Haul Road	$11,545,645.00	June '09
2898	Newton County SH 12	Texas Dept of Transportation	Mill & Overlay existing roadway	$2,122,362.00	November '08
2897	McFaddin Wildlife Refuge	Tennessee Valley Authority	Asphalt paving	$1,248,822.18	February '08
2894	Jefferson County Walden Road	Texas Dept of Transportation	Replace Bridges & approaches	$426,216.10	March '08
2892	Jefferson County	Texas Dept of Transportation	Overlay existing roadway	$1,197,691.00	December '07
2890	Jefferson County SH 87	Texas Dept of Transportation	Widen pavement/overlay	$534,863.00	August '07
2889	Port of Beaumont	Port of Beaumont	7 acre laydown area at Buford St.	$1,435,358.00	September '07
2888	Jefferson County IH-10	Texas Dept of Transportation	Rehabilitate Existing roadway	$9,794,825.00	September '09
2887	Orange County SH 73	Texas Dept of Transportation	Repair pavement & overlay existin	$2,701,123.00	November '07
2886	Orange County FM 1136	Texas Dept of Transportation	Restore existing roadway	$1,171,634.34	November '07
2885	Hardin County US 69	Texas Dept of Transportation	Overlay existing roadway	$3,457,717.00	September '07
2884	Orange County IH-10	Texas Dept of Transportation	Overlay, PFC, PAV, Repair, Joint s	$4,906,288.18	March '08
2883	Jefferson County US 69	Texas Dept of Transportation	Overlay, planning, ACP & Striping	$1,612,619.00	July '07
2880	TOTAL Petrochemical	TOTAL Petrochemicals	New laydown area	$244,808.00	April '07
2878	Jefferson County SH 124	LD Construction	SH 124	$257,500.00	March '07
2877	Martin Gas	Mason Construction	Lay mix	$273,195.00	March '07
2876	Orange County SH 12	Texas Dept of Transportation	Reconstruct 2 lanes w/ a continued left turn lane	$5,968,267.00	June '09
2875	Chambers County FM 1405	Angel Brothers	Concrete paving	$5,937,172.00	March '07
2874	Tyler County FM 1013	Texas Dept of Transportation	Design & Build Main Gate	$58,000.00	September '07
2873	Liberty County SH	Texas Dept of Transportation	Patch & overlay for Smith & Co	$339,074.00	December '06
2872	Jasper County US 96	Texas Dept of Transportation	Widen and reconstruct	$14,071,316.00	August '08
2870	Hardin County	Hardin County	Pinewood Entrance road rehab	$126,657.50	October '06
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface v	$1,898,500.00	February '07
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface v	$1,898,500.00	August '07
2868	Jefferson County SH 87	Texas Dept of Transportation	Mill & Overlay existing roadway	$1,483,916.00	February '07
2866	Orange County IH-10	Texas Dept of Transportation	Mill & Overlay existing roadway	$1,520,927.00	September '06
2865	Jefferson County Hwy 90	Texas Dept of Transportation	Rehab existing roadway	$450,764.00	May '07
2864	Newton County CR	Texas Dept of Transportation	Replace Bridge & approaches	$776,757.00	February '07
2860	Newton County SH 12	Texas Dept of Transportation	Restore existing roadway	$5,525,979.00	April '07
2857	Jefferson County US 69	Texas Dept of Transportation	New two lane frontage roads	$1,060,328.75	March '06
2853	Motiva North Gate House	BO-MAC	Paving of entrance & parking lot	$191,150.58	January '06
2852	Hardin County FM 1003	Texas Dept of Transportation	Replace Bridges & approaches	$1,505,379.97	August '06
2851	Liberty County US 90	Texas Dept of Transportation	To Convert Non-Freeway to Freew	$8,379,064.30	March '08
2848	Orange County SH 73	Texas Dept of Transportation	Rehab existing roadway	$5,590,403.55	June '06
2844	Fort Polk Aviation Hangar	Walton Construction	Concrete paving	$558,072.00	February '07

2842	Hardin County US 69	Texas Dept of Transportation	Rehab existing roadway & add shd	$4,455,462.34	May '06
2836	Jefferson County US 69	Texas Dept of Transportation	Crack, seal, joint seal, ACP & PFC	$11,245,567.00	May '07
2832	Hardin County FM 418	Texas Dept of Transportation	Rehab existing roadway	$5,461,087.64	February '06
2820	Hardin County US 69	Texas Dept of Transportation	Overlay exist roadway & continuos	$3,991,739.24	January '06
2816	Jefferson County US 69 Spurlock	Texas Dept of Transportation	Convert non-freeway to freeway	$24,780,295.00	November '07
2803	Jasper County US 96	Texas Dept of Transportation	Widen 4 lane divided (rural)	$16,544,010.00	February '06
2756	Jasper County US 96	Texas Dept of Transportation	Widen to 4 lanes(rural) (16.6 miles	$26,385,976.78	January '06
	Holly Street Repair	ExxonMobil	Reconstruct Road	$68,000.00	December '08
	Charlton-Pollard Lot	ExxonMobil	Asphalt paving	$849,000.00	January '09
	Gate - Phase II	ExxonMobil	Reconstruct Road	$985,000.00	April '09

APAC-Texas, Inc. • Trotti & Thomson Division • P.O. Box 20779 • Beaumont, Texas 77720-0779
(409) 866-1444 • Fax (409) 866-5541

July 22, 2014

RE: Major equipment available for this contract
Proposed subcontractors for this contract

TO WHOM IT MAY CONCERN:

APAC-Texas, Inc. has over 200 pieces of equipment as well as access to a national rental account.

Subcontractors will be determined upon award of contract.

Sincerely,

Scott Blanchard,
Asst. Secretary

APAC-Texas, Inc. • Trotti & Thomson Division • P.O. Box 20779 • Beaumont, Texas 77720-0779
(409) 866-1444 • Fax (409) 866-5541

July 22, 2014

RE: Quality Control
Labor rates

TO WHOM IT MAY CONCERN:

Upon award of the contract, APAC-Texas, Inc. will promptly submit a quality control plan and labor rate information on request.

The EEO policy is included.

Sincerely,

Scott Blanchard,
Asst. Secretary

APAC – Texas, Inc.
Trotti & Thomson Division
12907 US HWY 90
Beaumont, TX 77703
Tel: 409-866-1444
Fax: 409-866-1032

EQUAL EMPLOYMENT OPPORTUNITY POLICY

EEO Policy Statement

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Employment Referral

All employees of APAC – Texas, Inc., are encouraged to refer any individual, male or female, regardless of race, color, religion, national origin, disability, or age, to make application for employment with this company.

Training

APAC – Texas, Inc. encourages the use of available training programs and will be happy to advise what programs are available, the entrance requirements for each, as well as assistance in applying for or entering such programs. The company EEO Officer can provide additional information.

Complaint Procedure

Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of the company Equal Employment Opportunity Officer will be thoroughly investigated within 30 days from the date of notice and will be brought to a resolution within 30 days following the investigation period.

EEO Officer

APAC – Texas Inc., Equal Employment Opportunity Officer is Sandra S. Stringer. She may be contacted at:

Beaumont, TX Office: 12907 US HWY 90 Beaumont, Texas
Office Telephone: 409-241-2147

Work Environment

It is the policy of APAC – Texas Inc. to ensure and maintain a working environment free of harassment, intimidation, and coercion at any location where its employees work. Any violation should be reported to the company EEO Officer.

S. Stringer

Sandra Stringer – EEO Officer

Kal Kincaid

Kal Kincaid – Division President

February 11, 2013

Kal A Kincaid
9680 Manion Court
Beaumont, Texas 77706
409-861-3723 (h)
409-284-2568 (c)

Professional Experience

President
APAC-Texas, Inc. – Trotti & Thomson Division 2005 - Present

Responsible for safety, leadership, people development, strategic planning, performance and growth of the Division in and around southeast Texas.

Vice President Estimating & Marketing 2001 - 2005
APAC-Texas, Inc. – Trotti & Thomson Division

Duties include responsibility of overseeing estimating and sales/marketing groups at divisional level. In addition to indirect management of field personnel in certain cases, the responsibility included direct supervising and training of 4 estimators, and sales/marketing staff of 2 – 3.

Some of the duties included:

- Actively participate in identifying, selecting and bidding jobs within our market
- Manage all estimating resources, and review most bids prior to being submitted
- Identify training needs of direct reports, and facilitate scheduling and completion of same
- Implemented customer database for sales/marketing personnel that tracks financial data, sales visits and pertinent data
- Prepare and provide forecast data for FOB asphalt and material sales
- Built/fostered relationships with existing and potential clients

Estimator (Senior) 1996 - 2001
APAC-Texas, Inc. – Trotti & Thomson Division 1991 – 1996

Completed all functions of bid preparation. Early career consisted of smaller project visits, take-offs, and bid preparation. At senior level, project magnitude increased to larger, more complex project bids prepared with minimal oversight/supervision.

Some of the duties included:

- Make field visits to ascertain details of project for bid preparation
- Prepare all costs to accurately project bid price
- Negotiate all purchase orders, change orders and subcontract work after project award

- Work with field personnel to communicate estimate theory and job opportunities/constraints.
- Managed several construction projects from bid through final completion to extend construction knowledge

Engineering Tech I through IV 1986 – 1991
Texas Department of Highways – Silsbee Resident Engineering Office

- Designed and prepared construction project plans for letting in our area
- Inspected construction projects as TXDOT representative
- Measured and prepared all daily reports and monthly pay estimates

Galewsky & Johnston Consulting Engineers 1984 – 1986
Beaumont, Tx

- Reviewed construction plans for constructability
- Approved submittals proposed for use on construction projects
- Field inspected project sites for conformity checks relating to plans and specifications

Education

Associated of Applied Science (AAS) in Drafting Technology, Lamar University, Beaumont, Texas, 1984

Bachelors of Science (BS) in Industrial Engineering, Lamar University, Beaumont, Texas, 2005

Louisiana State University Executive Development Program, 1998 - 2000
APAC Leadership Institute, 2001
Indiana University, Ashland Finance, 2005

Organizations

AGC - Beaumont Area Chairman (2003 – 2005)(2011 – present)
Public Affairs Officer (2000 – 2003)(2005 – 2011)
Statewide Board Member (2010 – present)

ABC – Past Chairman (2001)(2006)(2012)
Existing Executive Board Member

Texas Asphalt Paving Association - Board Member (2005 – 2008)
Board Sec/Treasurer (2010)
Board Chairman (2011)

Beaumont Rotary Club (1997 – present)
Greater Beaumont Chamber of Commerce Board Member (2010 – present)
Greater Beaumont Chamber of Commerce Transportation Committee Chairman (2012 – present)
Lamar University Advisory Board (Constructions Management) (2010 – present)

Timothy Saenz

Quality Control Manager
APAC, Texas – Trotti & Thomson Division

Tim has been involved in the construction materials industry for over 25 years. His passion for materials and project quality grew throughout his career and has provided many with technical solutions that they have come to value. He is focused on developing a sustainable business that is relevant in today's competitive and technically evolving market.

Tim has managed iconic infrastructure projects such as the Wake Island Runway Replacement, LAX Runway 25L Replacement, Long Beach Airport run way reconstruction, LAX run way expansion, I-710 Long Life Pavement Rehabilitation and various city/county quality assurance programs. He has actively assisted Caltrans in the development of the section 39 HMA specifications and was the technical co-chair partnering with industry and academia on the new Superpave specifications. Tim has also managed complex infrastructure quality programs for design-build and design-bid-build projects. Over his career, he has acted as the quality manager for hundreds of statewide hot mix asphalt projects.

Tim has been a business leader for over 20 years and has established various practices throughout the materials industry. His accomplishments include growing technical capabilities, laboratory development, marketing plans, business financial matrices, coaching and leadership.

Tim is an active member of the Texas Asphalt Pavement Association and the A.G.C., Association, American Public Works Association (APWA), Construction Management Association of America and American Concrete Institute.

Tim is the Quality Control Manager in charge of the technical and administrative needs of the assigned APAC – Trotti & Thomson Division Quality Control personnel and laboratories.

EDUCATION

Bachelors in Business Administration from University of La Verne

PROFESSIONAL CERTIFICATES, LICENSES, AFFILIATIONS

NICET Level II and III – Construction Materials
Nuclear Compaction Gauge Operators Certificate
American Concrete Institute
National Asphalt Pavement Association
Texas Asphalt Pavement Association
Association of General Contractors

Tim is in charge of the day-to-day operations pertaining to the company's Quality Control Department. He is responsible for personnel training and certification program, personnel project assignment as well as technical aspects of testing and inspection. Tim has been involved in all aspects of field exploration and data analysis. He has worked on pavement evaluation, construction inspection and design projects.

Tim acts as quality control manager for inspection and testing projects, including; public works, airport, highway, and building construction. He maintains daily communication with the client's project managers regarding their staffing and testing needs as well as cost tracking and budget analysis. His work on asphalt paving and forensic pavement investigation projects has ranged from proposal preparation, field and

laboratory testing supervision, engineering calculations and report preparation, presenting related recommendations.

Tim's duties as a Quality Control Manager include providing oversight for the internal Quality Assurance programs, to assure compliance with the test methods as well as quality requirements of Texas Department of Transportation, FAA and AASTHO. He is responsible for personnel training and certification programs, personnel project assignment, performance reviews, as well as technical aspects of testing and inspection.

Tim is experienced in all aspects of Quality Control and Quality Assurance inspection and testing on airport and highway construction projects. He has acted as a Quality Control Manager, Project Engineer, and Project Quality Manager, performing the duties as required by each.

PROFESSIONAL EXPERIENCE:

APAC- Texas
Trotti & Thomson, Division
QUALITY CONTROL MANAGER, TECHNICAL SERVICES

- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service
- Responsible for all quality control and quality assurance for Asphalt, Aggregate, Ready-Mix material and Construction
- Develop and implement innovative approaches for ready-mix and asphalt designs to meet customer needs and assist customers to be more competitive via product design and quality
- Develop and implement design for optimizing recyclable products
- Ensure the products produced or sold are quality products which consistently meet our customers' expectations and be the standard-setter with regard to quality, service and technical support
- Develop effective succession plans to ensure a consistent career progression for plant and lab personnel and develop a growth and training plan to a establish bench strength
- Investigate defective materials issue determining root cause(s) and develop sound solutions
- Ensure effective fiscal and budgetary management, including collection and disbursement of funds, purchasing processes, contract administration, equipment inventory, grants and categorical program compliance and fiscal accountability, payroll, and budget control processes.
- Offer expert witness services in legal matters and review the status of all forensic investigations
- Develop business practices, ensuring compliance with applicable statutes, regulations, and Company policies and procedures.
- Manage Safety, Health and Environmental procedures for all Technical Services facilities and staff.
- Coordinate the maintenance and integrity of the company's technical services equipment and staff development.
- Develop and maintain liaison between operations, sales and our customers as well as with government agencies.
- Develop and provide knowledge, technical and educational assistance to improve quality and minimize issues.
- Develop and provided leadership for the Quality System Protocols for adherence to all accreditations (AMRL, CCRL, Texas Department of Transportation) and procedural requirements

for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Represent the company at industry meeting and events, government and community meetings and committees
- Established departmental goals in keeping with the area's mission, expectation and priorities
- Supervision and administration of Technical Services Staff and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for analysis and engineering evaluation.
- Work on plant permitting and aggregate forecasting as well as assistant with aggregate negotiations.

RMA Group
Project Manager for Engineering and Materials

- Caltrans Liaison for several high profile projects which include the I405, Gerald Desmond Bridge, I15 and I215 Devore interchange project. The construction cost for these projects is over $9 billion.
- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Develop proposals for construction inspection and testing. Negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Develop and evaluated business marketing services to successfully support the mission of the Company and develop new business opportunities
- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service

Vulcan Materials Company
Southern California Region, Western Division
AREA MANAGER, TECHNICAL SERVICES – SOUTHERN CALIFORNIA

- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service
- Responsible for all quality control and quality assurance for a high volume, high complex region which included Asphalt (over 3 million tons annually), Aggregate (over 12 million tons annually) and Ready-Mix materials (over 400k cubic yards annually)
- Develop and implement innovative approaches for ready-mix and asphalt designs to meet customer needs and assist customers to be more competitive via product design and quality
- Develop and implement design for sustainable/'Green' products
- Ensure the products (Aggregates, Hot Mix Asphalt and Ready Mix Concrete) produced are quality products which consistently meet our customers' expectations and be the standard-setter with regard to quality, service and technical support
- Develop effective succession plans to ensure a consistent career progression for plant and lab personnel and develop a growth and training plan to a establish bench strength
- Investigate defective materials issue determining root cause(s) and develop sound solutions

- Ensure effective fiscal and budgetary management, including collection and disbursement of funds, purchasing processes, contract administration, equipment inventory, grants and categorical program compliance and fiscal accountability, payroll, and budget control processes.
- Offer expert witness services in legal matters and review the status of all forensic investigations
- Develop, monitor, and maintain Regional Technical annual budget in accordance with Company policies and procedures.
- Prepare financial projections and reports and make recommendations to ensure compliance with financial goals and objectives.
- Develop business practices, ensuring compliance with applicable statutes, regulations, and Company policies and procedures.
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Oversee technical service operations and facilities for Southern California Region. Provide technical and administrative support to operations, sales, customers and governing agencies in support of the mission and vision of the Company. Coordinate technical staff recruitment and employment processes as assigned, monitor staff personnel file maintenance.
- Manage Safety, Health and Environmental procedures for all Technical Services facilities and staff.
- Coordinate the maintenance and integrity of the company's technical services equipment and staff development.
- Develop and maintain liaison between operations, sales and our customers as well as with government agencies.
- Develop and provide knowledge, technical and educational assistance to improve quality and minimize issues.
- Develop and provided leadership for the Quality System Protocols for adherence to all accreditations (AMRL, CCRL, City of Los Angeles, California Department of Transportation) and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Represented the company at industry meeting and events, government and community meetings and committees
- Established departmental goals in keeping with the area's mission, expectation and priorities
- Supervision and administration of Technical Services Staff and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for analysis. and engineering evaluation.

Merrell Engineering Company
PROJECT MANAGER FOR ENGINEERING AND MATERIALS

- Developed Construction specifications for a variety of public and private projects
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Developed and Maintained Quality System Protocols for adherence to all accreditations and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Contract administration for a variety of public and private construction projects which include review and approval of change orders and construction materials submittals
- Construction management for a variety public and private construction projects
- Design/review of asphalt and concrete mix designs for commercial, governmental and residential projects. Also design of asphalt and concrete structural sections for roadways

- Field investigations relating to soils, concrete, asphalt and other construction repair/replacement, including determining the cause and solution.
- Supervision and administration of construction inspectors, field/laboratory technicians and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for construction inspection, testing, field investigations, analysis and engineering evaluation.
- Developed engineering reports for preliminary soils investigations, Phase I and II environmental investigations, site feasibility studies, engineering cost analysis,
- The development of the company's planning processes, including the Strategic Plan, Construction and Scheduled Maintenance Plans, Space Inventory Plan, Technology Plan, and Safety and Risk Management Plans.
- Develop proposals for construction inspection and testing, Preliminary soils investigation, and negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Responsible for radioactive nuclear density gauges (Radiation Safety Officer)
- Led, developed, directed and evaluated business marketing services, technology and information services, maintenance and operations, to successfully support the mission of the Company.
- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Established goals for departments to keep with the company's mission, expectations and priorities
- Provided leadership for company's accreditation process
-

City of Las Vegas
RESIDENT ENGINEERING CONSTRUCTION INSPECTOR

- Responsible for inspection of work performed in the public right of way including but not limited to subdivisions, permits, sanitary sewer, waste water system, street improvements, underground utilities, structural concrete, flood control, traffic control plans, electrical conduit for traffic signals and street lighting, and construction materials
- Inspected work for quality and materials used in a variety of public work projects during various stages of construction to ensure compliance with applicable codes, ordinances and regulations
- Review technical data, reports and other pertinent data submitted for materials or procedure to be used for construction on projects.
- Responsible for enforcing public safety on construction sites or within the public right of way
- Prepared documentation for release or non-release of construction bonds
- Prepared recommendations/resolutions concerning non-conforming issues with construction within the public right of way for director approval

Hanson Materials (Bonanza Materials and Industrial Construction), Las Vegas, NV 1994 to 1996
TECHNICAL SERVICES MANAGER

- Supervision/administration of quality control laboratory/field technicians
- Review and oversee field and laboratory testing, technical data and reports
- Schedule assignments for technicians; developed new and modified existing in-house training and quality control/assurance programs
- Developed new and modified existing quality control sampling and testing (plant and field) programs for ready mix concrete batch plants, continuous mix asphalt plant and aggregate plant.
- Supported construction operations and production operations with pertinent reports to improve operations

- Design/review concrete and asphalt mix designs for private, commercial, local, state and federal projects which included performing and reviewing laboratory testing for verification of design criteria. Prepared reports for presentation to developers, engineers, jurisdictional agencies and local citizenry
- Developed training program for construction and operation staff in techniques in handling, storing, transporting and placing materials to help minimize contamination and possible call back situations
- Performed customer services on a daily basis
- Reviewed project specifications for development and design of concrete and asphalt mixes for bidding/proposals and feasibility
- Provided technical reports to department managers to assist in developing a quality product, economically, expeditiously while enhancing customer service
- Responsible for time management, department costs, budgeting and assisted in the development of cost proposals
- Responsible for meeting with local, state and federal agencies regarding quality control promotion of our products and any possible situations
- Responsible for radioactive nuclear gauges for density testing and laboratory testing of asphalt binder content

Kenyon & Associates Inc. (Civil Engineering, Land Surveying and Construction Materials Firm)
PROJECT MANAGER

- Developed Construction specifications for a variety of public and private projects
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Developed and Maintained Quality System Protocols for adherence to all accreditations and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Contract administration for a variety of public and private construction projects which include review and approval of change orders and construction materials submittals
- Construction management for a variety public and private construction projects
- Design/review of asphalt and concrete mix designs for commercial, governmental and residential projects. Also design of asphalt and concrete structural sections for roadways
- Field investigations relating to soils, concrete, asphalt and other construction repair/replacement, including determining the cause and solution.
- Supervision and administration of construction inspectors, field/laboratory technicians and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for construction inspection, testing, field investigations, analysis and engineering evaluation.
- Developed engineering reports for preliminary soils investigations, Phase I and II environmental investigations, site feasibility studies, engineering cost analysis,
- The development of the company's planning processes, including the Strategic Plan, Construction and Scheduled Maintenance Plans, Space Inventory Plan, Technology Plan, and Safety and Risk Management Plans.
- Develop proposals for construction inspection and testing, Preliminary soils investigation, and negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Responsible for radioactive nuclear density gauges (Radiation Safety Officer)
- Led, developed, directed and evaluated business marketing services, technology and information services, maintenance and operations, to successfully support the mission of the Company.

- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Established goals for departments to keep with the company's mission, expectations and priorities
- Provided leadership for company's accreditation process

ADDITIONAL EXPERIENCE and Ad Hoc Committees:

California Construction and Industrial Materials Association, Technical Co-Chair	2010 to 2013
Asphalt Pavement Association of California, Technical Committee Co-Chair	2005 to 2013
American Society for Testing and Materials (ASTM) D4 and C9 Committee	2003 to Present
American Concrete Institute International, Houston, San Diego and Los Angeles Chapter	1998 to Present
Texas Asphalt Pavement Association	2013 to Present
Association of General Contractors	2013 to Present
Council Member and Redevelopment Agency Co-Chair, City of Barstow	2008 to 2012
Desert Mountain Solid Waste Advisory Committee/ Joint Powers Authority Board Member	2008 to 2012
Southern California Association of Governments, General Member	2008 to 2012
Standard Specifications for Public Works Construction ('Greenbook') Committee Member	2003 to Present
Caltrans Section 39 (Hot Mix Asphalt) Technical Committee, Co-Chair	2010 to 2013
Caltrans SuperPave (Hot Mix Asphalt) Technical Committee Co-Chair	2010 to 2013
Caltrans Recycled Asphalt Pavement/Recycled Asphalt Shingles Co-Chair	2012 to 2013
Caltrans Section 90 (Portland Cement Concrete) Technical Committee, Member	2010 to 2012
Barstow Fire Protection District, Board Member	2010 to 2012
San Bernardino County Flood Zone 4 Advisory Committee Co-chair	2010 to 2012
National Ready Mix Concrete Association Level 2 & 3 certified	
National Institute of Certified Engineering Technologist Levels 2 and 3	
American Concrete Institute Certified	

EDUCATION:

B.A., Business Administration	University of La Verne, La Verne, CA
A.S. Mathematics and Science	Barstow College, Barstow, CA

Scott N. Blanchard

7020 Royal Meadows Street
Port Arthur, Texas 77642

Phone: (409) 853-1372 Email: scnblanc@yahoo.com

EDUCATION

Lamar University — **Beaumont, Texas**
Bachelor of Science Degree in Civil Engineering

Monsignor Kelly Catholic High School — **Beaumont, Texas**

EXPERIENCE

July 7, 2008 - Present

APAC-Texas, Inc. Trotti & Thomson Division — **Beaumont, Texas**

Estimating Manager/Estimator

Identify divisional market opportunities and formulate appropriate strategy to secure potential work
Review proposal specifications and bid documents
Determine project scope, prepare quantity takeoffs and prepare detailed cost estimates
Oversee daily operations of the estimating department
Interact with operations to maintain project profitability, discuss issues related to current projects and ensure information is accurately distributed from the estimating department to operations
Interact with accounting department to ensure projects are billed accurately, promptly and according to owner's terms and conditions
Update and maintain estimating database
Interact with clients and owners to work through issues and ensure our company is responsive to their needs
Review construction drawings and recommend constructability alternatives based on cost, engineering quality, or material availability

October 4, 2005 - July 3, 2008

APAC-Texas, Inc. Trotti & Thomson Division — **Beaumont, Texas**

Project Manager

Interstate 10 Frontage Roads: $7 Million Reconstruction Project
US Highway 90 Nome, Texas: $8 Million Highway Widening Project
Fort Polk Army Base Fort Polk, Louisiana: AIM Concrete Airfield Project

Responsible for the project's scheduling, performance and safety
Ensure quality work that complies with applicable codes, drawings and DOT specifications
Prepare weekly status reports and analyze monthly closeout reports to track revenue, cost and maintain project profitability
Provide technical support and direct project material control
Determine changes in scope of work and create change orders

Coordinate with Texas Department of Transportation officials, APAC employees, subcontractors and the general public to convey information, discuss problems and maintain an efficient project progression

May 3, 2004 - October 3, 2005 **APAC-Texas, Inc. Trotti & Thomson Division** **Beaumont, Texas**

Assistant Project Manager/Project Engineer

US Highway 96 Buna, Texas: Highway Widening Project
US Highway 96 Kirbyville, Texas: Highway Widening Project
FM 2246 Evadale, Texas: Asphalt Base Repair/Asphalt Overlay Project
Fort Polk Army Base Fort Polk, Louisiana: UAV Concrete Taxiway Project

Assist project manager in all facets of highway construction
Provide material takeoff quantities to ensure accuracy during the procurement of materials and monthly payment requisitions
Provide monthly financial analysis to optimize construction margins and forecast future costs
Systematize project data and create spreadsheets
Perform stockpile inventory calculations to report material quantities inventoried at asphalt plants

December 19, 2003 - April 8, 2004 **Mallard Control/Flo-Tron Inc.** **Beaumont, Texas**

Clean and prepare oil field valves, regulators, housings, and other materials for primer and paint
Stock assembly shelves with proper parts to enable assembly technicians to build product lines
Test valve bodies to identify possible defects and maintain quality control
Assist in the construction and testing of pressure regulators

CERTIFICATIONS

American Concrete Institute Concrete Strength Testing Technician
American Concrete Institute Concrete Field Testing Technician - Grade 1
Texas Engineering Extension Service Work Zone Traffic Control
Construction Project Management Training

COMPUTER SKILLS

Microsoft Applications (Word, Excel, PowerPoint, Works Suite, Outlook), WordPerfect, Lotus Notes, Viewpoint, JD Edwards, Terramodel, Primavera, HeavyBid Estimating Software

Michael L Weible
191 CR 797, Buna, Tx. 77612
(409) 994-2265
Mk6263@peoplepc.com

CONSTRUCTION MANAGER/SUPERINTENDENT

EXPERIENCE 25 years in construction supervision, including accurate takeoffs, estimating, budgeting, contracting, purchasing, and invoicing.

Experience in full on-site construction management and land development; effectively schedule, monitor, and inspect all work from start to customer orientation.

Work effectively with architects, engineers, developers, contractors, inspectors, city officials, agents, and customers.

EMPLOYMENT **APAC-TX. INC. , Beaumont, Tx.** **6/89-Present**

Grading Superintendent – 1/ 2004 - Present

Responsible for scheduling multiple work crews, subcontractors, materials, and equipment for all division projects.

Participate in research and estimating of potential projects.

Negotiate change orders, material sources, and lease agreements.

Schedule, monitor, and inspect all work from start to customer orientation.

Maintain budgets, process invoices, and control overhead costs.

Project Manager – 6/ 2000 – 1/ 2004

Responsible for scheduling personnel, subcontractors, and materials for specific projects.

Create, maintain, and update progress schedules.

Maintain project budgets, accurately record and report monthly project cost reports, and control project overhead costs.

Maintain customer, public, and media relations.

(Specific Projects as Project Manager)

TxDOT- US96 Evadale Overpass	contract amount $ 17,000,000
TxDOT- FM 105 Reconstruct Vidor	contract amount $ 7,000,000
TxDOT- FM 327 Reconstruct Silsbee	contract amount $ 3,000,000

Project Superintendent – 1995 – 6/ 2000

Coordinate and oversee day to day operations of specific projects.

Responsible for hiring, training, and monitoring project personnel.

Responsible for maintaining activity budgets and schedules.

(Specific Projects as Project Superintendent)

TxDOT- IH 10 College St. Overpass	Contract amount $ 21,000,000
Ato Fina – Pipe rack foundations	Contract amount $ 600,000
Basis Petroleum – Install conc. roads & storm drainage in new facility	Contract amount $ 3,000,000

Grading Foreman – 1992 – 1995
Mainly responsible for labor, equipment, and duties required for any operations involving subgrade prep, stabilization, grading, and base courses also structural, and drainage excavations.
During my time as a grading foreman, I also worked my crew doing any other available types of work including concrete paving, concrete structures, underground utilities, and asphalt paving during periods of unavailable grading type work.
My crew exceeded estimated production on every assigned task, and upheld a perfect safety record during this period.

Hvy. Equipment Operator - 1989 – 1992
Assigned to operate and maintain any hydraulic heavy equipment to perform needs of all highway, bridge, commercial, and industrial construction.

ALLCO Construction, Beaumont, Tx. 1987 - 1989
Hvy. Equipment operator, lead man performing utility and commercial construction.

Rose Construction, Atlanta, Ga. 1985-1987

Foreman performing site development for commercial and industrial projects.

Jim Walters Construction, Buna, Tx. 1982-1985

82- Laborer / 83- equipment operator / 84 thru 85 foreman performing underground utility installation.

EDUCATION

Sam Houston High School – Moss Bluff, La. Grad. 1981
Ashland online University
Competed courses include; Legal Compliance
Financial Responsibility
Project Management
Employee Management
Diversity Understanding
Market Development

Texas A&M University sponsored training
Completed courses include; Competent Excavation Safety
State and Federal Highway Const. standards
State and Federal Barricade standards

Southern Technical Institute
Computer Science

Kenneth Pierce

201 Parkway
Lumberton, TX 77657

PH: 409-866-1444
Fax: 409-866-1032

Work History

2000-present	APAC-Texas, Inc. Production Manager Oversee production at the asphalt plant and all asphalt operations on company projects.	Beaumont, TX
1986 – 2000	APAC-Texas, Inc. Foreman Oversee asphalt crew to complete asphalt/grading projects on city, state, county and privately owned projects.	Beaumont, TX
1981 – 1986	Self Employed Asphalt Contractor Contracted asphalt work for companies and private owners.	Beaumont, TX
1973 – 1981	APAC-Texas, Inc. Operator After graduating high school, worked as equipment operator on various types of asphalt projects.	Beaumont, TX

Education

2002	**Plant Services Seminar** APAC, Inc.	Atlanta, GA
	Traffic Control Texas A&M University	Beaumont, TX
2001	**Train – The Trainer Flagger** Texas A&M University	Houston, TX
	ASTEC Plant System Executive Seminar	Chattanooga, TN
	Supervisor Training APAC, Inc.	Atlanta, GA
1973 – 1974	Lamar University	Beaumont, TX
1969 – 1973	South Park High School	Beaumont, TX

Aldo Roberto Lopez

2202 South Ave. Orange, TX 77630
Home Phone (409) 670-3412
Email Address: aldorobertolopez@gmail.com

OBJECTIVE

To secure employment as a Construction Manager with a progressive, goal oriented company. Major emphasis on Heavy Highway and Industrial site development projects.

EDUCATION

1999 High School Diploma, West Orange-Stark High School, West Orange, TX

WORK HISTORY

2004-Present **APAC-TEXAS, INC. BEAUMONT, TX**

2008- *Project Manager:*

Projects range from TxDot Highways and Bridges to Miscellaneous Private Work (mostly Industrial) of a 50,000 to 8 million-dollar values. Most recent project being a mill and asphalt pave for CEP Port Arthur Project in Motiva. Daily tasks included daily JSA's and permit request, coordinate activities with Motiva and Apac, accurate quantity planning for next day task and successfully finish daily activities with no injuries. Previous projects include mill and pave for Exxon Mobil Refinery, mill and pave for TOTAL Petrochemicals in Port Arthur, TX, Widen and Rehabilitate FM 365 in Port Arthur for TxDot (relocated from the project to manage job in TOTAL Petrochemicals) , Rehabilitate Ferry Drive Road for the City of Bridge City, mill and pave several areas scattered around Jefferson, Orange and Harding County for TxDot, Rehabilitate and Pave FM 1442 for TxDot and construct two new roads and high security gates for Exxon Mobil Refinery in Beaumont, TX. Mill and level up portion of SH 82 between Sh 73 and Sh 87 and build new Alligator Bayou Bridge.

2008-2008

Foreman:

Assist with daily activities in the construction of the Heavy Haul Road and the Effluent Area road repair for CEP Port Arthur in Motiva as well as figuring quantities of limestone and road survey.

2006-2008

Surveyor:

Responsible for accurate material placement, proper road location, layout and elevation control on three major projects (US 96 4 lane divided Highway in Jasper, TX, US 90 4 lane divided highway in Nome, TX and US 69 4 lane divided highway in Netherland, TX. Responsible for Inventory of stock piles at both asphalt plants in Beaumont and one Jasper, TX

2004-2006 *Instrument Person:*

Main role was to layout and control grade elevation with the use of GPS equipment, robotic and conventional Total Station and conventional level.

2000-2004 ***ANGELO IAFRATE CONSTRUCTION, LLC. BATON ROUGE, LA.***

2002-2004 *Surveyor:*

Traveled to several towns between Texas and Louisiana to layout and control grading and elevations on different projects. In Texas, Intersection of I-10 and SH 62 in Orange required grading, elevation and layout for main lanes, frontage roads and bridge. US 190 in Trinity required grading, elevation and layout for new two lane addition to a two mile section of highway. In Louisiana, intersection of I-10 and Louisiana Ave. in Lafayette and US 171 in Deridder, both required grading, elevation, layout and alignment control for new bridge and 2 mile rehabilitation of roadway and 1.5 mile section of Oberlin and 4 mile of new highway at intersection of US 165 and SH 10.
I left the company because I had a chance to perform the same work with a local company instead of constantly traveling out of town.

2001-2002 *Instrument Person:*

Main role was to layout and control grade elevation with the use of GPS equipment, robotic and conventional Total Station and conventional level.

2000-2001 *Laborer:*

Performed different tasks to help crews meet the daily performance goal, pipe laying, silt fence installation, pump water, stake chasing, stake driving, elevation, spot check to also perform the role of an instrument person's rod man.

*2000-2004 *Translator:*

From the time I was hired until my last day with the employer due to the high volume of Spanish speaking employees, I performed the task of translating daily safety meetings for crews who did not have an available Spanish speaking person. Assisted the safety department on incident investigation and reporting occasionally when translating was needed.

CONTINUING EDUCATION

2012	Field Safety (NCCER Safety Course)
2010	Safety Leadership Team
2010	CPR refresher course
2009	Trenching and Shoring
2008	CPR course

REFERENCES

Michael Weible, Superintendant, APAC-Texas, Inc. Beaumont, TX.
(409) 781-2082

Scott Blanchard, Senior Estimator, APAC-Texas, Inc. Beaumont, TX
(409) 284-7734

Johnathan Murphy

7680 Homer Drive Beaumont, TX 77708

(409) 284-4124

Jonathan.Murphy@apac.com

Professional Profile

Endeavored as an employee for 5 years with APAC with multiple roles and responsibilities in construction.

- Skilled in Microsoft Excel
- Proficient Use of several survey and design programs including AutoCAD and Trimble based software
- Primavera Scheduling software knowledgeable
- Skilled user of Construction survey equipment including robotic/standard total stations, GPS units, and laser based equipment
- Experienced in equipment operation and capabilities
- Adept use of financial software and incorporation into daily operations

Professional Accomplishments

Safety

- NCCER Certified
- OSHA 30 Certified
- First Aid & CPR Certified
- Flagger Certified

Project Management

- OPS Project Management Training
- Oracle Primavera Training
- Heavy Bid Tool Training

Survey

- Trimble Business Center-HCE Training
- Trimble/Cat-Accugrade Proficient
- TDS/COGO & Survey Pro Competent
- AutoCAD Adept

Work History

Project Lead	APAC-Texas, Inc. Beaumont, TX	4/11 to Current
Party Chief Surveyor	APAC-Texas, Inc. Beaumont, TX	4/09 to 4/11
Instrument Person	APAC-Texas, Inc. Beaumont, TX	4/07 to 4/09

Education

General Studies	Lamar University, Beaumont, TX	Currently Pursuing

Johnathan Murphy•(409) 284-4124•Jonathan.Murphy@apac.com

High School Diploma	Spurger High School, Spurger, TX	Graduated Magna Cum Laude

References

References are available upon request.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-Texas, Inc.
PO BOX 20779
Beaumont, TX 77720-0779

NAME AND ADDRESS OF INSURED

Liberty Mutual. INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE ☐ CONTINUOUS ☐ EXTENDED ☑ POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION	9/1/2014	WA7-C8D-004095-023 WC7-C81-004095-013	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY WI	**EMPLOYERS LIABILITY** Bodily Injury by Accident $1,000,000 Each Accident Bodily Injury By Disease $1,000,000 Policy Limit Bodily Injury By Disease $1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY ☑ OCCURRENCE ☐ CLAIMS MADE	9/1/2014 RETRO DATE	TB2-C81-004095-113	General Aggregate $2,000,000 Products / Completed Operations Aggregate $2,000,000 Each Occurrence $2,000,000 Personal & Advertising Injury $2,000,000 Per Person / Organization Other FIRE DAMAGE $100,000	Other PER PROJECT AGGREGATE Medical Exp-$5,000
AUTOMOBILE LIABILITY ☑ OWNED ☑ NON-OWNED ☑ HIRED	9/1/2014	AS2-C81-004095-123	$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER EVIDENCE OF COVERAGE			Auto: Comp Ded $10,000/Coll Ded $10,000	

ADDITIONAL COMMENTS

Certificate holder is named as additional insured and Waiver of subrogation applies.

SAMPLE ONLY - certificate to be issued upon award.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

SAMPLE
CERTIFICATE ONLY

Stanley S. Esposito, Jr.

Stan Esposito
AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 **/**/**
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

CERT NO.: 17408488 CLIENT CODE: LM_44 Nicholas Misoni 8/26/2013 2:33:09 PM Page 1 of 1

LDI COI 268896 02 11

XL SPECIALTY INSURANCE COMPANY
RATES
EFFECTIVE 1-3-2012

CLASS	FLAT RATE
	Per $1,000
Class A-1 - Paving	$1.66
Class A & B - Road, Highway & Heavy	$2.60
Design/Build Class A & B	$3.75
Supply	$1.25
Maintenance/Warranty	$1.25/YR
Reclamation Bonds	$2.60/YR
Commercial	$2.60/YR

Minimum Premium: $100.00

Contract Bonds: Rate is charged on Contract Amount.

Non-Contract Bonds: Billed annually until canceled or released.

Time Surcharge for projects that extend beyond 24 months: 1% for each additional month.

Warranty/Maintenance Bonds: 1st year covered under P&P bond and each additional year is charged at the rate above.

Class A-1 Paving - Surfacing, Resurfacing or Repairs to Surface on Existing Roads, Parking Lots or Other Existing Hard Surfaces. On all contracts (except road oiling contracts) which do not include clearing, grading, drainage, soil stabilization, curve elimination, widening bridges or base construction.

Class A & B - Road, Highway & Heavy - All contracts which include clearing, grading, drainage, soil stabilization, curve elimination, widening, bridges, base construction and all contracts for surfacing new roads. Engineering construction, concrete and excavation work and work performed under ground and in/or under water.

P.O. Box 20779 Beaumont, Texas 77720

TX license #: 4820606

BID DOCUMENTS
FOR
TAXIWAY D RECONSTRUCTION (2014) AT JACK BROOKS REGIONAL AIRPORT
BID NO: 14-025/KJS
DUE: JULY 22, 2014 AT 11:00 AM
JEFFERSON COUNTY PURCHASING DIVISION
ATTN: JEFFERSON COUNTY PURCHASING AGENT
1149 PEARL ST., 1ST FLOOR
BEAUMONT, TX 77701

07-22-14A10:27 RCVD

EST # 63547 429

ORIGINAL

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number:	IFB 14-026/KJS
IFB Title:	Runway Safety Area Grading at Jack Brooks Regional Airport
IFB Due:	**11:00 am CST, Tuesday, July 22, 2014**
Addendum No.:	1
Issued (Date):	June 23, 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: Revision of Website Address where Specifications and Plans may be obtained.

Specifications and Plans may be obtained at: http://ftp.garverusa.com

Username: BPT_RSAGR8NG
Password: BPT2BIDDER

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:

Melissa McKagne
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder) Scott Blanchard

Assistant Secretary
Title of Person Signing Above

APAC-Texas, Inc.
Typed Name of Business or Individual

12907 US Hwy 90, Beaumont, TX 77713
Address

11111 Katy Freeway
Suite 910
Houston, TX 77079

TEL 713.491.8333
FAX 713.973.5777

www.GarverUSA.com

July 10, 2014

Addendum No.2
To Plans, Contract Documents and Specifications
IFB 14-026/KJS, Runway Safety Area Grading

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict. All bidders shall acknowledge receipt of this Addendum on page C-5 of the sealed bid proposal.

Modifications to the Advertisement and Invitation to Bid:

1. Replace the second paragraph with the following: Specifications and plans are available for download at no cost. Documents can be obtained from Garver website. There is a secure ftp application that your computer must have to access the ftp site. This application is free on the website at http://www.garverusa.com/ftp/. Follow the on-screen instructions and once the program is loaded, access to the files can be made. The username is: **BPT_RSAGR8NG** and the password is: **BPT2BIDDER**. Please note that both the username and password are case-sensitive.

Modifications to the Bidding Requirements:

1. ***The bid opening time has changed*** to ***11:00 am*** on Tuesday, July 22, 2014. The location where bids are due has NOT changed.
2. A site visit for interested parties has been arranged. This is not a mandatory site visit, but will be the only opportunity to view the secured area of the project. The date and time of the visit are July 14, 2014 at 10:00 a.m. The location is the lobby of the Jerry Ware Terminal Building at 5000 Jerry Ware Drive, Beaumont, TX 77705.

Modifications to the Standard Form of Agreement:

1. **Replace Proposal with the attached Proposal.**

Modifications to the Plans:

1. **Replace Sheet A-102 with the attached revised Sheet A-102.**

digitally signed
on 07/10/2014

STATE OF TEXAS
THOMAS D. DODSON
83909
LICENSED
PROFESSIONAL ENGINEER

By: Thomas D Dodson, PE.

Attachments: Proposal: 7 pages
Agenda and Sign-in Sheet from July 8, 2014 Pre-Bid Meeting: 3 pages
Response to Bidders Questions: 1 page

N:\2013\13121730 - BPT Taxiway D\Correspondence\Bidding\Bids 2014\RSA Grading\Addendum1.2014-07-09.docx

PROPOSAL

Place Jefferson County, Texas

Date July 22, 2014

Proposal of APAC-Texas, Inc.,

a corporation organized and existing under the laws of the State of Delaware,

or

Proposal of N/A,

a partnership consisting of _____

or

Proposal of N/A,

an individual doing business as _____.

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **RUNWAY SAFETY AREA GRADING.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet No.	Title
G-101	COVER SHEET
G-102	GENERAL NOTES
G-201	OVERALL LAYOUT
G-202	CONCURRENT PROJECTS LAYOUT
G-301	CONSTRUCTION SAFETY AND PHASING PLAN I
G-302	CONSTRUCTION SAFETY AND PHASING PLAN II
G-303	CONSTRUCTION SAFETY AND PHASING DETAILS

Sheet No.	Title
C-101	EROSION CONTROL DETAILS I
C-102	EROSION CONTROL DETAILS II
C-103	EROSION CONTROL DETAILS III
C-201	RUNWAY 12 – PLAN & PROFILE
C-202	RUNWAY 34 – PLAN & PROFILE
XS-101	RUNWAY 12 CROSS SECTIONS I
XS-102	RUNWAY 34 CROSS SECTIONS I

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-120	Site Preparation
	Modification to Item D-754
Item D-754	Concrete Gutters, Ditches, and Flumes
	Modification to Item P-151
Item P-151	Clearing and Grubbing
	Modification to Item P-152
Item P-152	Excavation and Embankment
	Modification to Item P-156
Item P-156	Temporary Air and Water Pollution, Soil Erosion and Siltation Control
	Modification to Item P-610
Item P-610	Structural Portland Cement Concrete
	Modification to Item T-901
Item T-901	Seeding

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 dated June 23, 2014

Addendum No. 2 dated July 10, 2014

Addendum No. _____ dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a certified check/bid bond (*strike one*)

in the amount of five percent of total bid amount Dollars

($ 5% of total bid), being not less than five percent (5%) of the total amount of the bid for the base bid plus all alternates, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
RUNWAY SAFETY AREA GRADING
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-1	SITE PREPARATION	LS	100%	$ 39,500.00	$ 39,500.00
	Unit price in words: Thirty-Nine Thousand, Five Hundred dollars and Zero /100				
D-754-1	SWALE CONFLUENCE SLOPE PAVING	LS	100%	$ 21,000.00	$ 21,000.00
	Unit price in words: Twenty-One Thousand, dollars and Zero /100				
P-151-1	CLEARING	AC	8.0	$ 1,500.00	$ 12,000.00
	Unit price in words: One Thousand, Five Hundred dollars and Zero /100				
P-152-1	UNCLASSIFIED EXCAVATION	CY	3,220	$ 7.00	$ 22,540.00
	Unit price in words: Seven dollars and Zero /100				
P-152-2	BORROW EXCAVATION	CY	980	$ 12.50	$ 12,250.00
	Unit price in words: Twelve dollars and Fifty /100				
P-156-1	TEMPORARY EROSION CONTROL	LS	100%	$ 6,200.00	$ 6,200.00
	Unit price in words: Six Thousand, Two Hundred dollars and Zero /100				
T-901-1	SEEDING, INCLUDING FERTILIZING AND WATERING	AC	8.0	$ 750.00	$ 6,000.00
	Unit price in words: Seven Hundred Fifty dollars and Zero /100				

JACK BROOKS REGIONAL AIRPORT
RUNWAY SAFETY AREA GRADING
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT

TOTAL (BASE BID) $ 119,490.00

Total price in words: One Hundred Nineteen Thousand, Four Hundred Ninety dollars and Zero /100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **45 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

Melissa McHogue
(Witness)

APAC-Texas, Inc.
(Name of Bidder)

By Scott Blanchard

Scott Blanchard, Asst. Secretary
(Print Name and Title)

(Address)

12907 US Hwy 90

Beaumont, TX 77713
(Office Address of Bidder)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder APAC-Texas, Inc.
2. Permanent main office address
   12907 US Hwy 90
   Beaumont, TX 77713
3. When organized 1945
4. If a corporation, where incorporated 1980
5. How many years have been engaged in the contracting business under your present firm or trade name? 68
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)
   Please see attached.

   General character of work performed by your company Road, highway & bridge construction
7. Have you ever failed to complete any work awarded to you? No
8. Have you ever defaulted on a Contract? No
   If so, where and why?
9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
   If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document). Please see attached.
11. List your major equipment available for this Contract (attach to back of this document). Please see attached.
12. List your experience in construction work similar in scope and scale to this project (attach to back of this document). Please see attached.
13. Background and experience of the principal members of your organization, including the officers (attach to back of this document). Please see attached.
14. Credit available: $ Available upon request.
15. Give Bank reference: Bank of America Lois Marshall FAX: 415-343-9310

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;

(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and

(c) Criminal proceedings.

Dated at APAC-Texas, Inc. this 22nd day of July, 20 14.

APAC-Texas, Inc.
(Name of Bidder)
By _____
Scott Blanchard
Title Asst. Secretary

STATE OF Texas)
) §.
COUNTY OF Jefferson)

Scott Blanchard being duly sworn deposes and says that he is
Asst. Secretary of APAC-Texas, Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 22nd day of July, 20 14
_____.

_____
(Notary Public) Melissa McKague

My Commission Expires:
June 14, 2016

MELISSA MCKAGUE
Notary Public, State of Texas
My Commission Expires
June 14, 2016

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 Obligee) 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, Runway Safety Area Grading at the Jack Brooks Regional Airport (POA# XL1505104).

Now, Therefore, If the Obligee 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 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, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of said Principal and the amount for which the Obligee 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 22nd day of July, 2014.

Melinda McKague
(Witness)

APAC-TEXAS, INC.
(Principal) (Seal)
By Scott Blanchard, Asst. Secretary

XL Specialty Insurance Company
(Surety) (Seal)

(Witness)

By Jose Torres , Attorney-in-Fact

SB-0101 (rev. 2/12)

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
XL1505104

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., Kal 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. SILVA
NOTARY PUBLIC
My Commission Expires June 30, 2016
STATE OF CONNECTICUT

Kim D. Silva
NOTARY PUBLIC

SURETY ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Jefferson } **SS**

On this 22nd day of July, 2014, before me personally came Jose Torres 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

MELISSA MCKAGUE
Notary Public, State of Texas
My Commission Expires
June 14, 2016

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

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

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.

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apac
Trotti & Thomson 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
3044	Newton Co. FM 363 Raise Roadway & Repla	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
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	TXDOT Jefferson County SH 73 ACP, Should	Texas Dept of Transportation	Bridge Construction	$5,975,104.16	In Progress
3075	TXDOT Liberty Co. US 90 GR, BS, STR, PVM	Texas Dept of Transportation	Word Work	$20,677,586.00	In Progress
3077	Jefferson Co. US 69 (MALL) GR, BS, PV	Texas Dept of Transportation	GR, BS, PVMT, STR	27,390,861.67	In Progress
3078	Jefferson Co. SH 87 Bridge & A	Texas Dept of Transportation	Replace Bridge and approaches	$2,796,186.77	In Progress
3079	Jefferson Co. US 69 Bridge & A	Texas Dept of Transportation	Replace Bridge and approaches	$1,456,176.69	In Progress
3085	Liberty Co. FM 1413 GR, BS, ST	Texas Dept of Transportation	GR, BS, STR, PVT	$2,173,548.34	In Progress
3086	Jefferson Co. Jack Brook T- Ha	Jefferson Co. Engineering	Mill and Overlay	$256,011.26	In Progress
3087	Exxon B&P/Zachry Asphalt Repai	Exxon Mobile B&P	Asp.rep/con.barrier/speed bumps	$298,897.00	In Progress
3088	Orange Co SH 73 Asphalt Detour	Gibson & Associates	ASB and Asphalt Detour	$159,384.00	In Progress
3089	Independence Parkway for Strik	Strike Construction	Mill and Overlay: drainage	$172,524.00	In Progress
3090	MeadWestvaco Entrance Road Rep	MeadWestvaco	Mill & Overlay Entrance Road	$143,750.00	In Progress
3091	Craig Olden US 69 Flexible Pav	Hayward Baker Craig Olden Division	Emerg. - Flexible Base Pmt Rep.	$156,049.35	In Progress
3092	BASF Contractor Parking-lot Ex	BASF Corp.	New Parking Lot	$181,431.99	In Progress
3094	Huntsman Roadway Phase 1 Revis	Huntsman Chem. Corp.	Construct New Concrete Roadway	$1,271,067.50	In Progress
3096	Exxon-Mobil/HB Neild- Lab Pavi	H.B. Neild & Sons	Limestone Base & Asp. Paving	$165,300.00	In Progress
3097	Jacobs/Exxon HHR Revision	Jacobs	Fill, limestone base, asp, conc.	$495,281.00	In Progress
3098	Jasper Co. FM0252 HMA Overlay	Texas Dept of Transportation	2" mill and overlay	$661,886.78	In Progress
3099	Jefferson Co. SP215 FDR, BS, M	Texas Dept of Transportation	FDR, BS, Mill, Overlay	$1,979,708.78	In Progress
3100	Newton Co. SH 87 PVMT RPR OCST	Texas Dept of Transportation	PVMT, RPR, OCST, ACP	$2,705,524.33	In Progress
3102	Hardin Co. US 96 Etc. Mill & O	Texas Dept of Transportation	1.5" Mill & Overlay various location	$797,816.05	In Progress
3103	Newton Co. FM 1004 MILL, BASE,	Texas Dept of Transportation	ACP, STR, STP	$1,507,560.60	In Progress
3104	Revised BASF Gate 103 12/10/20	BASF Total Petrochemicals	Drainage, base rewk, Asp. overlay	$226,095.99	In Progress
3105	Jacobs/Exxon Mobil Area 52 & 9	Jacobs Field Service	Clearing & Grubbing	$224,105.00	In Progress
3106	Newton Co. SH 12 Plane, SMA, S	Texas Dept of Transportation	Mill and Inlay	$1,990,441.81	In Progress
3107	Orange Co. SH 12 Plane, SMA, S	Texas Dept of Transportation	Mill and Inlay	$2,279,713.99	In Progress
3108	ExxonMobil Chemical Parking Re	Exxon Mobile Chemical	PrkLot Patching, Overlay & Stripin	$114,431.00	In Progress
3109	Jacobs/ExxonMobil Heavy	Jacobs	Overlay Shoulder & Roadway	$162,702.00	In Progress

Work History

3074	Chevron Cedar Bayou for Strike	Chevron	Industrial work	$493,989.00	May-13
3073	Lamar Asphalt Parking for Band Revised	Lamar University	Parking lot	$340,270.79	October '13
3072	Liberty Co Cedar Estates Street Improvemen	Liberty Co	Road Work	$290,276.60	October '13
3068	Orange Co. FM 1006	Texas Dept of Transportation	Overlay	$732,186.15	Jun-13
3067	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	$1,347,159.25	Jul-13
3066	Goodyear HSE Concrete Work	Goodyear	Concrete Work	$105,373.00	May-13
3065	TXDOT Jasper Co. FM 2799 Edge Stabilizati	Texas Dept of Transportation	Widening Road	$785,636.00	December '13
3064	TXDOT Jasper FM 254 Edge Stabilization	Texas Dept of Transportation	Widening Road	$259,576.60	January '14
3063	ISTC Drive Entrance & Exit	ISTC	Site Work	$154,023.00	Apr-13

3062	Newton Co. FM 1414 Widen Roadway	Texas Dept of Transportation	Widening Road	$1,351,308.00	January '14
3061	Jefferson Co. IH 10 Flex Base	Texas Dept of Transportation	Patching	$641,464.00	May-13
3060	City of Orange East Orange Street Improvem	City of Orange	Overlay	$1,141,774.00	Mar-13
3059	Jefferson County Courthouse: Pearl St. Parki	Jefferson County	Overlay	$135,757.20	Feb-13
3058	Goodyear Houston Parking Lots	Goodyear	Overlay	$118,989.50	Jan-13
3057	Sabine Co. CR (Tuttle Rd.)	Texas Dept of Transportation	Bridge Construction	$379,351.90	Complete
3056	Bomac/Valero Roadway Paving	BO-MAC	Paving	$258,780.00	Feb-13
3055	Valero T&M September 2012	Valero	Site Work	$147,500.00	Complete
3054	Hardin Co. US 69 Overlay Roadway	Texas Dept of Transportation	Overlay	$2,061,902.00	Feb-13
3053	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	$776,636.00	Apr-13
3052	Jasper Co. FM 1013 Additional Paved Surfac	Texas Dept of Transportation	Widening Road	$1,998,013.00	Jul-13
3051	Gerdau Concrete Sidewalk Project	Gerdau Ameristeel	Concrete Work	$182,944.00	Nov-12
3050	Jasper Co. RE 255	Texas Dept of Transportation	Road Construction	$110,541.21	Oct-12
3049	Goodyear Chemical 850 Unit	Goodyear	Concrete Work	$1,050,700.00	Feb-13
3046	Jefferson Co. Road Improvements on Ave. H	Texas Dept of Transportation	Road Construction	$569,327.54	Jul-12
3045	Jefferson Co. IH10 Repair Existing Pavement	Texas Dept of Transportation	Patching	$2,393,201.00	Sep-12
3043	Jefferson SH 347 Rehab Roadway	Texas Dept of Transportation	Road Construction	$2,015,985.00	Oct-12
3042	Orange County DRS010214 Seal Coat Japar	Texas Dept of Transportation	Seal Coat	$241,001.20	Jun-12
3041	Mason/Valero Sulfur Truck Scale Paving	Mason Construction	Overlay	$177,250.00	Jun-12
3040	Valero Loading Dock Ramp and Concrete Ro	Valero	Concrete Work	$252,010.50	Oct-12
3039	TXDOT Jasper Co.	Texas Dept of Transportation	Road Construction	$221,738.10	Complete
3038	City of Sour Lake Overlay #2	City of Sour Lake	Overlay	$120,963.90	May-12
3037	Tyler Co. US 69 Overlay roadway & Bridge R	Texas Dept of Transportation	Road Rehab	$1,244,823.00	Sep-12
3036	Jasper Co. US 190	Texas Dept of Transportation	Overlay	$699,036.00	Jul-12
3035	Orange Co. CR New Road & Railroad Crossi	Texas Dept of Transportation	Construct New Road and Track	$3,240,325.00	October '13
3034	SHAWCOR Cardon IV Project Site Work	ShawCor	Site Work	$580,826.00	May-12
3033	Tyler Co. FM 1746 Edge Stabilization	Texas Dept of Transportation	Widening Road	$190,454.00	Aug-12
3032	Jefferson Co. Needmore Bridge	Texas Dept of Transportation	Bridge Construction	$705,478.00	Jul-12
3031	Afton Chemical Crossing Repair	Afton	Overlay	$174,282.00	Complete
3030	Jefferson Co. IH-10 Overlay	Texas Dept of Transportation	Overlay	$160,587.20	Jun-12
3029	Jefferson Co. SH 87	Texas Dept of Transportation	Road Construction	$777,095.95	May-12
3028	Chambers Co. FM 1406	Texas Dept of Transportation	Road Construction	$529,842.47	Jul-12
3027	Chambers Co. FM 3180 Widen Intersection	Texas Dept of Transportation	Widening Road	$180,098.37	Jul-12
3026	Newton Co. FM 1414 Edge Stabilization	Texas Dept of Transportation	Widening Road	$955,996.00	October '12
3025	Chevron Pipeline Terminal #2	Chevron Pipeline	Overlay	$273,576.40	Complete
3024	Motiva Barrier Casting Project	Recon	Construct Precast Barriers	$255,200.00	Apr-12
3023	Newton Co SH 87 Additional surface width	Texas Dept of Transportation	Remove concrete, asphalt new rd	$2,777,739.88	Aug-12
3022	Concrete Demo for Evans In Woodville	Evan Construction	demo concrete	$367,970.50	Feb-12
3021	HCU Control Room	Valero	Paving	$130,974.00	Feb-13
3020	Country Village Apartment Complex	Country Village Apartment Complex	road repair	$183,998.84	Dec-11
3019	Milling & Paving	Exxon Refinery	Milling & Paving	$118,301.00	Complete
3018	Pipeline Road Rehab	Chevron Pipeline	Asphalt	$259,405.38	Nov-11
3017	Orange County FM 105	Texas Dept of Transportation	Reconstruct & add shoulders	$1,805,820.00	Jun-12
3016	JE Dunn	ExxonMobil	Parking lot repairs	$164,370.00	Jan-12
3015	Jefferson County SH 82	Texas Dept of Transportation	rehab road, replace bridge	$4,626,388.85	Jul-12
3014	Jefferson County FM 365	Texas Dept of Transportation	overlay, base repair, OCST & strip	$1,026,845.38	Oct-11
3013	Jasper County US 96	Texas Dept of Transportation	mill, overlay, and SMA	$580,985.38	Oct-11
3012	Montage Center	Lamar University	Ditch & Asphalt Repairs	$112,944.50	Aug-11
3011	Merriman Street	City of Port Neches	Overlay	$175,500.00	Aug-11
3010	Orange County Improvements	Port of Beaumont	rail access project	$8,409,165.00	Complete
3009	Sulfur Truck Route	Valero	Asphalt overlay	$128,750.00	Aug-11
3008	TGS: POB Rail Improvements	Port of Beaumont	Rail Improvements	$451,305.50	Nov-11
3007	Motiva OSBL Paving	Turner	OSBL paving	$2,124,864.27	Feb-12

3006	Port Arthur Utility Access Road	Port Arthur EDC	utility access road construction	$100,162.20	Jul-11
3005	Orange Co Road Imp	Orange County	Road Improvements	$1,177,083.45	Aug-11
3004	Jefferson County US 69	Texas Dept of Transportation	patch and overlay of main lanes	$2,784,417.79	Oct-11
3003	Jasper County Fish Hatchery	Texas Dept of Transportation	build entrance road and parklot	$462,636.85	Oct-11
3002	Island Park X-Ray Slab	CBI	Asphalt overlay	$133,500.00	Jul-13
3001	Orange County IH-10	Texas Dept of Transportation	Frontage Roads	$2,581,062.00	Sep-11
2999	Craigen Road Bridge	Jefferson County	Bridge Replacement	$801,907.00	Jan-12
2998	Event Center	City of Beaumont	Event Center parking lot	$973,553.00	Feb-12
2997	Newton County FM 1414	Texas Dept of Transportation	Edge stabilization	$821,329.00	October '11
2995	Lumberton	City of Lumberton	crossing replacement	$341,387.00	Sep-11
2994	BO-MAC	LNG	Asphalt overlay	$925,720.00	Complete
2993	Jasper County SH 62	Texas Dept of Transportation	Base Repair	$301,918.00	Aug-11
2992	Sour Lake	City of Sour Lake	2008 TDRA Ike Recovery	$231,844.00	May-11
2991	West Orange	City of West Orange	TDRA Recovery Project	$871,281.00	Aug-11
2990	Mason Construction	Valero	Unit Paving 2" HMA	$155,094.00	Complete
2989	ShawCor	ShawCor	Pipe Protection Site Work	$678,644.00	Jul-11
2988	Newton County SH 87	Texas Dept of Transportation	Super-Elevation	$555,885.00	May-11
2987	Valero	Valero	Road Rehab	$374,472.00	Complete
2985	ExxonMobil	ExxonMobil	Roadway Maintenance	$180,000.00	Dec-10
2984	Total DCP	TOTAL Refinery	Paving	$1,459,509.00	Jul-11
2983	Jefferson County VA RR	Texas Dept of Transportation	Milling and overlay	$926,206.00	Mar-12
2982	Jefferson County SH 124	Texas Dept of Transportation	Milling and overlay	$1,562,695.00	Jun-11
2981	Nederland	City of Nederland	Concrete street repairs	$201,430.00	Complete
2979	Smarts Truck & Trailer	Smarts Truck & Trailer	12" Concrete Road	$150,510.00	April '07
2979	Hardin County US 69	Texas Dept of Transportation	Microsurfacing	$2,859,767.00	Aug-11
2978	SET Regional Airport	SET Regional Airport	patching job	$550,199.00	Feb-11
2977	Orange County FM 1442	Texas Dept of Transportation	Rt turn lane & signals	$412,152.00	Aug-11
2975	Jefferson County SH 124	Texas Dept of Transportation	Add left turn lane	$276,997.00	Jun-11
2974	Liberty County CR 2132	Texas Dept of Transportation	Bridge Replacement	$321,704.00	Mar-11
2972	ExxonMobil B&P	Worley Parsons	Bypass	$2,515,306.00	Mar-11
2969	Jasper County US 96	Texas Dept of Transportation	Move & replace base material	$248,070.00	Mar-11
2965	Tyler County FM 256	Texas Dept of Transportation	Add paved surface width	$2,655,213.00	Jun-11
2961	Jefferson County US 69	Texas Dept of Transportation	Slope Stabilization	$1,005,149.00	Jul-11
2957	Newton County FM 253	Texas Dept of Transportation	Rehab & Widen	$779,988.00	Dec-10
2955	Beaumont Municipal Airport	Texas Dept of Transportation	Runway Improvements	$2,025,212.00	Jun-11
2954	Atlanta Ave/Boston Ave.	City of Nederland	Parking lot repairs	$241,051.00	September '10
2953	Jasper TX Electric Co-Op	Jasper TX Electric Co-Op	Concrete slab	$230,093.00	September '10
2952	ExxonMobil Credit Union	ExxonMobil	Parking lot repairs	$292,628.00	September '10
2951	Jefferson County SH 87	Texas Dept of Transportation	Remove & replace existing flex ba	$409,385.00	September '10
2950	Chambers County IH-10	Texas Dept of Transportation	Convert 2 way frontage Road to 1	$186,354.00	September '10
2949	McFaddin Wildlife Refuge	Tennessee Valley Authority	Paving	$121,408.00	July '10
2948	Jefferson County US 90	Encino Landscape	Asphalt Overlay	$108,999.00	July '10
2948	Jefferson County US 90	Encino Landscape	Asphalt overlay	$108,999.00	November '09
2947	ExxonMobil	Worley Parsons	Main gate relocation	$2,158,261.00	February '11
2946	City of Port Arthur	City of Port Arthur	39th Street overlay	$635,000.00	February '11
2945	Orange County FM 105	Texas Dept of Transportation	Overlay existing roadway & add right turn lane	$304,484.00	March '11
2944	MOTIVA-PAVE ENTRANCE-BECHTEL	JV Bechtel	Pave Asphalt Entrances	$241,000.00	Sept. '09
2943	City of Orange	Jerry Walley Construction	1.5" overlay	$254,724.00	October '09
2942	City of Silsbee	City of Silsbee	Drainage improvements FM 418	$576,973.00	February '11
2941	Bear Creek Estates	Miltex Properties	Clear and build roadway	$1,299,491.00	September '10
2940	Jasper County FM 1131	Texas Dept of Transportation	Provide additional paved surface w	$2,217,087.00	September '10
2939	Jasper County FM 1131	Texas Dept of Transportation	Restore & Overlay existing roadwa	$1,104,127.00	September '10

2937	Jefferson County Bridges	Jefferson County	Bridge replacement	$401,663.00	September '09
2936	Jefferson County SH 347	Texas Dept of Transportation	Overlay existing roadway	$3,516,358.00	November '10
2935	Jasper County US 96	Texas Dept of Transportation	Full Depth Repair/ACP	$2,938,391.00	September '10
2934	Hardin County US 69	Texas Dept of Transportation	Flexible pavement structure repair	$374,098.00	October '09
2932	Orange County Ferry Road	Texas Dept of Transportation	Reconstruct Road	$2,247,749.00	February '11
2930	Hardin County Woodway Blvd	Hardin County	Bridge rehabilitation	$2,133,649.00	December '09
2915	Jefferson County	Jefferson County	Various bridge replacements	$1,417,089.00	June '09
2912	Brooks Road @ Willow Marsh	Jefferson County	Replace Bridge	$404,850.00	October '08
2911	Liberty County FM 1410	Texas Dept of Transportation	Replace Bridge & approaches	$541,765.00	February '09
2910	Tyler County US 190	Texas Dept of Transportation	ACP, Base Repari, Stripe	$5,103,679.00	December '08
2909	Orange County FM 1442	Texas Dept of Transportation	Restore & Overlay existing roadwa	$2,694,261.00	October '09
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, levelup & overlay	$1,436,990.00	August '08
2905	Jefferson County Calder Ave.	Texas Dept of Transportation	Replace Bridge & approaches	$385,699.00	September '08
2904	Tyler County FM 1943	Texas Dept of Transportation	Replace Bridge & approaches	$1,194,855.00	November '08
2903	Jefferson County IH-10, Etc.	Texas Dept of Transportation	Overlay existing roadway	$5,646,455.00	August '09
2900	Motiva	Bechtel Jacobs	Heavy Haul Road	$11,545,645.00	June '09
2898	Newton County SH 12	Texas Dept of Transportation	Mill & Overlay existing roadway	$2,122,362.00	November '08
2897	McFaddin Wildlife Refuge	Tennessee Valley Authority	Asphalt paving	$1,248,822.18	February '08
2894	Jefferson County Walden Road	Texas Dept of Transportation	Replace Bridges & approaches	$426,216.10	March '08
2892	Jefferson County	Texas Dept of Transportation	Overlay existing roadway	$1,197,691.00	December '07
2890	Jefferson County SH 87	Texas Dept of Transportation	Widen pavement/overlay	$534,863.00	August '07
2889	Port of Beaumont	Port of Beaumont	7 acre laydown area at Buford St.	$1,435,358.00	September '07
2888	Jefferson County IH-10	Texas Dept of Transportation	Rehabilitate Existing roadway	$9,794,825.00	September '09
2887	Orange County SH 73	Texas Dept of Transportation	Repair pavement & overlay existin	$2,701,123.00	November '07
2886	Orange County FM 1136	Texas Dept of Transportation	Restore existing roadway	$1,171,634.34	November '07
2885	Hardin County US 69	Texas Dept of Transportation	Overlay existing roadway	$3,457,717.00	September '07
2884	Orange County IH-10	Texas Dept of Transportation	Overlay, PFC, PAV, Repair, Joint	$4,906,288.18	March '08
2883	Jefferson County US 69	Texas Dept of Transportation	Overlay, planning, ACP & Striping	$1,612,619.00	July '07
2880	TOTAL Petrochemical	TOTAL Petrochemicals	New laydown area	$244,808.00	April '07
2878	Jefferson County SH 124	LD Construction	SH 124	$257,500.00	March '07
2877	Martin Gas	Mason Construction	Lay mix	$273,195.00	March '07
2876	Orange County SH 12	Texas Dept of Transportation	Reconstruct 2 lanes w/ a continued left turn lane	$5,968,267.00	June '09
2875	Chambers County FM 1405	Angel Brothers	Concrete paving	$5,937,172.00	March '07
2874	Tyler County FM 1013	Texas Dept of Transportation	Design & Build Main Gate	$58,000.00	September '07
2873	Liberty County SH	Texas Dept of Transportation	Patch & overlay for Smith & Co	$339,074.00	December '06
2872	Jasper County US 96	Texas Dept of Transportation	Widen and reconstruct	$14,071,316.00	August '08
2870	Hardin County	Hardin County	Pinewood Entrance road rehab	$126,657.50	October '06
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface w	$1,898,500.00	February '07
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface w	$1,898,500.00	August '07
2868	Jefferson County SH 87	Texas Dept of Transportation	Mill & Overlay existing roadway	$1,483,916.00	February '07
2866	Orange County IH-10	Texas Dept of Transportation	Mill & Overlay existing roadway	$1,520,927.00	September '06
2865	Jefferson County Hwy 90	Texas Dept of Transportation	Rehab existing roadway	$450,764.00	May '07
2864	Newton County CR	Texas Dept of Transportation	Replace Bridge & approaches	$776,757.00	February '07
2860	Newton County SH 12	Texas Dept of Transportation	Restore existing roadway	$5,525,979.00	April '07
2857	Jefferson County US 69	Texas Dept of Transportation	New two lane frontage roads	$1,060,328.75	March '06
2853	Motiva North Gate House	BO-MAC	Paving of entrance & parking lot	$191,150.58	January '06
2852	Hardin County FM 1003	Texas Dept of Transportation	Replace Bridges & approaches	$1,505,379.97	August '06
2851	Liberty County US 90	Texas Dept of Transportation	To Convert Non-Freeway to Freew	$8,379,064.30	March '08
2848	Orange County SH 73	Texas Dept of Transportation	Rehab existing roadway	$5,590,403.55	June '06
2844	Fort Polk Aviation Hangar	Walton Construction	Concrete paving	$558,072.00	February '07

2842	Hardin County US 69	Texas Dept of Transportation	Rehab existing roadway & add sho	$4,455,462.34	May '06
2836	Jefferson County US 69	Texas Dept of Transportation	Crack, seal, joint seal, ACP & PFC	$11,245,567.00	May '07
2832	Hardin County FM 418	Texas Dept of Transportation	Rehab existing roadway	$5,461,087.64	February '06
2820	Hardin County US 69	Texas Dept of Transportation	Overlay exist roadway & continuos	$3,991,739.24	January '06
2816	Jefferson County US 69 Spurlock	Texas Dept of Transportation	Convert non-freeway to freeway	$24,780,295.00	November '07
2803	Jasper County US 96	Texas Dept of Transportation	Widen 4 lane divided (rural)	$16,544,010.00	February '06
2756	Jasper County US 96	Texas Dept of Transportation	Widen to 4 lanes(rural) (16.6 miles	$26,385,976.78	January '06
	Holly Street Repair	ExxonMobil	Reconstruct Road	$68,000.00	December '08
	Charlton-Pollard Lot	ExxonMobil	Asphalt paving	$849,000.00	January '09
	Gate - Phase II	ExxonMobil	Reconstruct Road	$985,000.00	April '09

APAC-Texas, Inc. • Trotti & Thomson Division • P.O. Box 20779 • Beaumont, Texas 77720-0779
(409) 866-1444 • Fax (409) 866-5541

July 22, 2014

RE: Major equipment available for this contract
Proposed subcontractors for this contract

TO WHOM IT MAY CONCERN:

APAC-Texas, Inc. has over 200 pieces of equipment as well as access to a national rental account.

Subcontractors will be determined upon award of contract.

Sincerely,

Scott Blanchard,
Asst. Secretary

APAC-Texas, Inc. • Trotti & Thomson Division • P. O. Box 20779 • Beaumont, Texas 77720-0779
(409) 866-1444 • Fax (409) 866-5541

July 22, 2014

RE: Quality Control
Labor rates

TO WHOM IT MAY CONCERN:

Upon award of the contract, APAC-Texas, Inc. will promptly submit a quality control plan and labor rate information on request.

The EEO policy is included.

Sincerely,

Scott Blanchard,
Asst. Secretary

APAC – Texas, Inc.
Trotti & Thomson Division
12907 US HWY 90
Beaumont, TX 77703
Tel: 409-866-1444
Fax: 409-866-1032

EQUAL EMPLOYMENT OPPORTUNITY POLICY

EEO Policy Statement
It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Employment Referral
All employees of APAC – Texas, Inc., are encouraged to refer any individual, male or female, regardless of race, color, religion, national origin, disability, or age, to make application for employment with this company.

Training
APAC – Texas, Inc. encourages the use of available training programs and will be happy to advise what programs are available, the entrance requirements for each, as well as assistance in applying for or entering such programs. The company EEO Officer can provide additional information.

Complaint Procedure
Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of the company Equal Employment Opportunity Officer will be thoroughly investigated within 30 days from the date of notice and will be brought to a resolution within 30 days following the investigation period.

EEO Officer
APAC – Texas Inc., Equal Employment Opportunity Officer is Sandra S. Stringer. She may be contacted at:

Beaumont, TX Office: 12907 US HWY 90 Beaumont, Texas
Office Telephone: 409-241-2147

Work Environment
It is the policy of APAC – Texas Inc. to ensure and maintain a working environment free of harassment, intimidation, and coercion at any location where its employees work. Any violation should be reported to the company EEO Officer.

S. Stringer
Sandra Stringer – EEO Officer

Kal Kincaid
Kal Kincaid – Division President

February 11, 2013

Kal A Kincaid
9680 Manion Court
Beaumont, Texas 77706
409-861-3723 (h)
409-284-2568 (c)

Professional Experience

President
APAC-Texas, Inc. – Trotti & Thomson Division 2005 - Present

Responsible for safety, leadership, people development, strategic planning, performance and growth of the Division in and around southeast Texas.

Vice President Estimating & Marketing 2001 - 2005
APAC-Texas, Inc. – Trotti & Thomson Division

Duties include responsibility of overseeing estimating and sales/marketing groups at divisional level. In addition to indirect management of field personnel in certain cases, the responsibility included direct supervising and training of 4 estimators, and sales/marketing staff of 2 – 3.

Some of the duties included:

- Actively participate in identifying, selecting and bidding jobs within our market
- Manage all estimating resources, and review most bids prior to being submitted
- Identify training needs of direct reports, and facilitate scheduling and completion of same
- Implemented customer database for sales/marketing personnel that tracks financial data, sales visits and pertinent data
- Prepare and provide forecast data for FOB asphalt and material sales
- Built/fostered relationships with existing and potential clients

Estimator (Senior) 1996 - 2001
APAC-Texas, Inc. – Trotti & Thomson Division 1991 – 1996

Completed all functions of bid preparation. Early career consisted of smaller project visits, take-offs, and bid preparation. At senior level, project magnitude increased to larger, more complex project bids prepared with minimal oversight/supervision.

Some of the duties included:

- Make field visits to ascertain details of project for bid preparation
- Prepare all costs to accurately project bid price
- Negotiate all purchase orders, change orders and subcontract work after project award

- Work with field personnel to communicate estimate theory and job opportunities/constraints.
- Managed several construction projects from bid through final completion to extend construction knowledge

Engineering Tech I through IV 1986 – 1991
Texas Department of Highways – Silsbee Resident Engineering Office

- Designed and prepared construction project plans for letting in our area
- Inspected construction projects as TXDOT representative
- Measured and prepared all daily reports and monthly pay estimates

Galewsky & Johnston Consulting Engineers 1984 – 1986
Beaumont, Tx

- Reviewed construction plans for constructability
- Approved submittals proposed for use on construction projects
- Field inspected project sites for conformity checks relating to plans and specifications

Education

Associated of Applied Science (AAS) in Drafting Technology, Lamar University, Beaumont, Texas, 1984

Bachelors of Science (BS) in Industrial Engineering, Lamar University, Beaumont, Texas, 2005

Louisiana State University Executive Development Program, 1998 - 2000
APAC Leadership Institute, 2001
Indiana University, Ashland Finance, 2005

Organizations

AGC - Beaumont Area Chairman (2003 – 2005)(2011 – present)
Public Affairs Officer (2000 – 2003)(2005 – 2011)
Statewide Board Member (2010 – present)

ABC – Past Chairman (2001)(2006)(2012)
Existing Executive Board Member

Texas Asphalt Paving Association - Board Member (2005 – 2008)
Board Sec/Treasurer (2010)
Board Chairman (2011)

Beaumont Rotary Club (1997 – present)
Greater Beaumont Chamber of Commerce Board Member (2010 – present)
Greater Beaumont Chamber of Commerce Transportation Committee Chairman (2012 – present)
Lamar University Advisory Board (Constructions Management) (2010 – present)

Timothy Saenz

Quality Control Manager
APAC, Texas – Trotti & Thomson Division

Tim has been involved in the construction materials industry for over 25 years. His passion for materials and project quality grew throughout his career and has provided many with technical solutions that they have come to value. He is focused on developing a sustainable business that is relevant in today's competitive and technically evolving market.

Tim has managed iconic infrastructure projects such as the Wake Island Runway Replacement, LAX Runway 25L Replacement, Long Beach Airport run way reconstruction, LAX run way expansion, I-710 Long Life Pavement Rehabilitation and various city/county quality assurance programs. He has actively assisted Caltrans in the development of the section 39 HMA specifications and was the technical co-chair partnering with industry and academia on the new Superpave specifications. Tim has also managed complex infrastructure quality programs for design-build and design-bid-build projects. Over his career, he has acted as the quality manager for hundreds of statewide hot mix asphalt projects.

Tim has been a business leader for over 20 years and has established various practices throughout the materials industry. His accomplishments include growing technical capabilities, laboratory development, marketing plans, business financial matrices, coaching and leadership.

Tim is an active member of the Texas Asphalt Pavement Association and the A.G.C., Association, American Public Works Association (APWA), Construction Management Association of America and American Concrete Institute.

Tim is the Quality Control Manager in charge of the technical and administrative needs of the assigned APAC – Trotti & Thomson Division Quality Control personnel and laboratories.

EDUCATION

Bachelors in Business Administration from University of La Verne

PROFESSIONAL CERTIFICATES, LICENSES, AFFILIATIONS

NICET Level II and III – Construction Materials
Nuclear Compaction Gauge Operators Certificate
American Concrete Institute
National Asphalt Pavement Association
Texas Asphalt Pavement Association
Association of General Contractors

Tim is in charge of the day-to-day operations pertaining to the company's Quality Control Department. He is responsible for personnel training and certification program, personnel project assignment as well as technical aspects of testing and inspection. Tim has been involved in all aspects of field exploration and data analysis. He has worked on pavement evaluation, construction inspection and design projects.

Tim acts as quality control manager for inspection and testing projects, including; public works, airport, highway, and building construction. He maintains daily communication with the client's project managers regarding their staffing and testing needs as well as cost tracking and budget analysis. His work on asphalt paving and forensic pavement investigation projects has ranged from proposal preparation, field and

laboratory testing supervision, engineering calculations and report preparation, presenting related recommendations.

Tim's duties as a Quality Control Manager include providing oversight for the internal Quality Assurance programs, to assure compliance with the test methods as well as quality requirements of Texas Department of Transportation, FAA and AASTHO. He is responsible for personnel training and certification programs, personnel project assignment, performance reviews, as well as technical aspects of testing and inspection.

Tim is experienced in all aspects of Quality Control and Quality Assurance inspection and testing on airport and highway construction projects. He has acted as a Quality Control Manager, Project Engineer, and Project Quality Manager, performing the duties as required by each.

PROFESSIONAL EXPERIENCE:

APAC- Texas
Trotti & Thomson, Division
QUALITY CONTROL MANAGER, TECHNICAL SERVICES

- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service
- Responsible for all quality control and quality assurance for Asphalt, Aggregate, Ready-Mix material and Construction
- Develop and implement innovative approaches for ready-mix and asphalt designs to meet customer needs and assist customers to be more competitive via product design and quality
- Develop and implement design for optimizing recyclable products
- Ensure the products produced or sold are quality products which consistently meet our customers' expectations and be the standard-setter with regard to quality, service and technical support
- Develop effective succession plans to ensure a consistent career progression for plant and lab personnel and develop a growth and training plan to a establish bench strength
- Investigate defective materials issue determining root cause(s) and develop sound solutions
- Ensure effective fiscal and budgetary management, including collection and disbursement of funds, purchasing processes, contract administration, equipment inventory, grants and categorical program compliance and fiscal accountability, payroll, and budget control processes.
- Offer expert witness services in legal matters and review the status of all forensic investigations
- Develop business practices, ensuring compliance with applicable statutes, regulations, and Company policies and procedures.
- Manage Safety, Health and Environmental procedures for all Technical Services facilities and staff.
- Coordinate the maintenance and integrity of the company's technical services equipment and staff development.
- Develop and maintain liaison between operations, sales and our customers as well as with government agencies.
- Develop and provide knowledge, technical and educational assistance to improve quality and minimize issues.
- Develop and provided leadership for the Quality System Protocols for adherence to all accreditations (AMRL, CCRL, Texas Department of Transportation) and procedural requirements

for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Represent the company at industry meeting and events, government and community meetings and committees
- Established departmental goals in keeping with the area's mission, expectation and priorities
- Supervision and administration of Technical Services Staff and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for analysis and engineering evaluation.
- Work on plant permitting and aggregate forecasting as well as assistant with aggregate negotiations.

RMA Group
Project Manager for Engineering and Materials

- Caltrans Liaison for several high profile projects which include the I405, Gerald Desmond Bridge, I15 and I215 Devore interchange project. The construction cost for these projects is over $9 billion.
- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Develop proposals for construction inspection and testing. Negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Develop and evaluated business marketing services to successfully support the mission of the Company and develop new business opportunities
- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service

Vulcan Materials Company
Southern California Region, Western Division
AREA MANAGER, TECHNICAL SERVICES – SOUTHERN CALIFORNIA

- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service
- Responsible for all quality control and quality assurance for a high volume, high complex region which included Asphalt (over 3 million tons annually), Aggregate (over 12 million tons annually) and Ready-Mix materials (over 400k cubic yards annually)
- Develop and implement innovative approaches for ready-mix and asphalt designs to meet customer needs and assist customers to be more competitive via product design and quality
- Develop and implement design for sustainable/'Green' products
- Ensure the products (Aggregates, Hot Mix Asphalt and Ready Mix Concrete) produced are quality products which consistently meet our customers' expectations and be the standard-setter with regard to quality, service and technical support
- Develop effective succession plans to ensure a consistent career progression for plant and lab personnel and develop a growth and training plan to a establish bench strength
- Investigate defective materials issue determining root cause(s) and develop sound solutions

- Ensure effective fiscal and budgetary management, including collection and disbursement of funds, purchasing processes, contract administration, equipment inventory, grants and categorical program compliance and fiscal accountability, payroll, and budget control processes.
- Offer expert witness services in legal matters and review the status of all forensic investigations
- Develop, monitor, and maintain Regional Technical annual budget in accordance with Company policies and procedures.
- Prepare financial projections and reports and make recommendations to ensure compliance with financial goals and objectives.
- Develop business practices, ensuring compliance with applicable statutes, regulations, and Company policies and procedures.
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Oversee technical service operations and facilities for Southern California Region. Provide technical and administrative support to operations, sales, customers and governing agencies in support of the mission and vision of the Company. Coordinate technical staff recruitment and employment processes as assigned, monitor staff personnel file maintenance.
- Manage Safety, Health and Environmental procedures for all Technical Services facilities and staff.
- Coordinate the maintenance and integrity of the company's technical services equipment and staff development.
- Develop and maintain liaison between operations, sales and our customers as well as with government agencies.
- Develop and provide knowledge, technical and educational assistance to improve quality and minimize issues.
- Develop and provided leadership for the Quality System Protocols for adherence to all accreditations (AMRL, CCRL, City of Los Angeles, California Department of Transportation) and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Represented the company at industry meeting and events, government and community meetings and committees
- Established departmental goals in keeping with the area's mission, expectation and priorities
- Supervision and administration of Technical Services Staff and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for analysis. and engineering evaluation.

Merrell Engineering Company
PROJECT MANAGER FOR ENGINEERING AND MATERIALS

- Developed Construction specifications for a variety of public and private projects
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Developed and Maintained Quality System Protocols for adherence to all accreditations and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Contract administration for a variety of public and private construction projects which include review and approval of change orders and construction materials submittals
- Construction management for a variety public and private construction projects
- Design/review of asphalt and concrete mix designs for commercial, governmental and residential projects. Also design of asphalt and concrete structural sections for roadways

- Field investigations relating to soils, concrete, asphalt and other construction repair/replacement, including determining the cause and solution.
- Supervision and administration of construction inspectors, field/laboratory technicians and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for construction inspection, testing, field investigations, analysis and engineering evaluation.
- Developed engineering reports for preliminary soils investigations, Phase I and II environmental investigations, site feasibility studies, engineering cost analysis,
- The development of the company's planning processes, including the Strategic Plan, Construction and Scheduled Maintenance Plans, Space Inventory Plan, Technology Plan, and Safety and Risk Management Plans.
- Develop proposals for construction inspection and testing, Preliminary soils investigation, and negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Responsible for radioactive nuclear density gauges (Radiation Safety Officer)
- Led, developed, directed and evaluated business marketing services, technology and information services, maintenance and operations, to successfully support the mission of the Company.
- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Established goals for departments to keep with the company's mission, expectations and priorities
- Provided leadership for company's accreditation process
-

City of Las Vegas
RESIDENT ENGINEERING CONSTRUCTION INSPECTOR

- Responsible for inspection of work performed in the public right of way including but not limited to subdivisions, permits, sanitary sewer, waste water system, street improvements, underground utilities, structural concrete, flood control, traffic control plans, electrical conduit for traffic signals and street lighting, and construction materials
- Inspected work for quality and materials used in a variety of public work projects during various stages of construction to ensure compliance with applicable codes, ordinances and regulations
- Review technical data, reports and other pertinent data submitted for materials or procedure to be used for construction on projects.
- Responsible for enforcing public safety on construction sites or within the public right of way
- Prepared documentation for release or non-release of construction bonds
- Prepared recommendations/resolutions concerning non-conforming issues with construction within the public right of way for director approval

Hanson Materials (Bonanza Materials and Industrial Construction), Las Vegas, NV 1994 to 1996
TECHNICAL SERVICES MANAGER

- Supervision/administration of quality control laboratory/field technicians
- Review and oversee field and laboratory testing, technical data and reports
- Schedule assignments for technicians; developed new and modified existing in-house training and quality control/assurance programs
- Developed new and modified existing quality control sampling and testing (plant and field) programs for ready mix concrete batch plants, continuous mix asphalt plant and aggregate plant.
- Supported construction operations and production operations with pertinent reports to improve operations

- Design/review concrete and asphalt mix designs for private, commercial, local, state and federal projects which included performing and reviewing laboratory testing for verification of design criteria. Prepared reports for presentation to developers, engineers, jurisdictional agencies and local citizenry
- Developed training program for construction and operation staff in techniques in handling, storing, transporting and placing materials to help minimize contamination and possible call back situations
- Performed customer services on a daily basis
- Reviewed project specifications for development and design of concrete and asphalt mixes for bidding/proposals and feasibility
- Provided technical reports to department managers to assist in developing a quality product, economically, expeditiously while enhancing customer service
- Responsible for time management, department costs, budgeting and assisted in the development of cost proposals
- Responsible for meeting with local, state and federal agencies regarding quality control promotion of our products and any possible situations
- Responsible for radioactive nuclear gauges for density testing and laboratory testing of asphalt binder content

Kenyon & Associates Inc. (Civil Engineering, Land Surveying and Construction Materials Firm)
PROJECT MANAGER

- Developed Construction specifications for a variety of public and private projects
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Developed and Maintained Quality System Protocols for adherence to all accreditations and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Contract administration for a variety of public and private construction projects which include review and approval of change orders and construction materials submittals
- Construction management for a variety public and private construction projects
- Design/review of asphalt and concrete mix designs for commercial, governmental and residential projects. Also design of asphalt and concrete structural sections for roadways
- Field investigations relating to soils, concrete, asphalt and other construction repair/replacement, including determining the cause and solution.
- Supervision and administration of construction inspectors, field/laboratory technicians and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for construction inspection, testing, field investigations, analysis and engineering evaluation.
- Developed engineering reports for preliminary soils investigations, Phase I and II environmental investigations, site feasibility studies, engineering cost analysis,
- The development of the company's planning processes, including the Strategic Plan, Construction and Scheduled Maintenance Plans, Space Inventory Plan, Technology Plan, and Safety and Risk Management Plans.
- Develop proposals for construction inspection and testing, Preliminary soils investigation, and negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Responsible for radioactive nuclear density gauges (Radiation Safety Officer)
- Led, developed, directed and evaluated business marketing services, technology and information services, maintenance and operations, to successfully support the mission of the Company.

- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Established goals for departments to keep with the company's mission, expectations and priorities
- Provided leadership for company's accreditation process

ADDITIONAL EXPERIENCE and Ad Hoc Committees:

California Construction and Industrial Materials Association, Technical Co-Chair	2010 to 2013
Asphalt Pavement Association of California, Technical Committee Co-Chair	2005 to 2013
American Society for Testing and Materials (ASTM) D4 and C9 Committee	2003 to Present
American Concrete Institute International, Houston, San Diego and Los Angeles Chapter	1998 to Present
Texas Asphalt Pavement Association	2013 to Present
Association of General Contractors	2013 to Present
Council Member and Redevelopment Agency Co-Chair, City of Barstow	2008 to 2012
Desert Mountain Solid Waste Advisory Committee/ Joint Powers Authority Board Member	2008 to 2012
Southern California Association of Governments, General Member	2008 to 2012
Standard Specifications for Public Works Construction ('Greenbook') Committee Member	2003 to Present
Caltrans Section 39 (Hot Mix Asphalt) Technical Committee, Co-Chair	2010 to 2013
Caltrans SuperPave (Hot Mix Asphalt) Technical Committee Co-Chair	2010 to 2013
Caltrans Recycled Asphalt Pavement/Recycled Asphalt Shingles Co-Chair	2012 to 2013
Caltrans Section 90 (Portland Cement Concrete) Technical Committee, Member	2010 to 2012
Barstow Fire Protection District, Board Member	2010 to 2012
San Bernardino County Flood Zone 4 Advisory Committee Co-chair	2010 to 2012
National Ready Mix Concrete Association Level 2 & 3 certified	
National Institute of Certified Engineering Technologist Levels 2 and 3	
American Concrete Institute Certified	

EDUCATION:

B.A., Business Administration	University of La Verne, La Verne, CA
A.S. Mathematics and Science	Barstow College, Barstow, CA

Scott N. Blanchard

7020 Royal Meadows Street
Port Arthur, Texas 77642

Phone: (409) 853-1372 Email: scnblanc@yahoo.com

EDUCATION

Lamar University — **Beaumont, Texas**
Bachelor of Science Degree in Civil Engineering

Monsignor Kelly Catholic High School — **Beaumont, Texas**

EXPERIENCE

July 7, 2008 - Present

APAC-Texas, Inc. Trotti & Thomson Division — **Beaumont, Texas**

Estimating Manager/Estimator

Identify divisional market opportunities and formulate appropriate strategy to secure potential work
Review proposal specifications and bid documents
Determine project scope, prepare quantity takeoffs and prepare detailed cost estimates
Oversee daily operations of the estimating department
Interact with operations to maintain project profitability, discuss issues related to current projects and ensure information is accurately distributed from the estimating department to operations
Interact with accounting department to ensure projects are billed accurately, promptly and according to owner's terms and conditions
Update and maintain estimating database
Interact with clients and owners to work through issues and ensure our company is responsive to their needs
Review construction drawings and recommend constructability alternatives based on cost, engineering quality, or material availability

October 4, 2005 - July 3, 2008

APAC-Texas, Inc. Trotti & Thomson Division — **Beaumont, Texas**

Project Manager

Interstate 10 Frontage Roads: $7 Million Reconstruction Project
US Highway 90 Nome, Texas: $8 Million Highway Widening Project
Fort Polk Army Base Fort Polk, Louisiana: AIM Concrete Airfield Project

Responsible for the project's scheduling, performance and safety
Ensure quality work that complies with applicable codes, drawings and DOT specifications
Prepare weekly status reports and analyze monthly closeout reports to track revenue, cost and maintain project profitability
Provide technical support and direct project material control
Determine changes in scope of work and create change orders

Coordinate with Texas Department of Transportation officials, APAC employees, subcontractors and the general public to convey information, discuss problems and maintain an efficient project progression

May 3, 2004 - October 3, 2005

APAC-Texas, Inc. Trotti & Thomson Division **Beaumont, Texas**

Assistant Project Manager/Project Engineer

US Highway 96 Buna, Texas: Highway Widening Project
US Highway 96 Kirbyville, Texas: Highway Widening Project
FM 2246 Evadale, Texas: Asphalt Base Repair/Asphalt Overlay Project
Fort Polk Army Base Fort Polk, Louisiana: UAV Concrete Taxiway Project

Assist project manager in all facets of highway construction
Provide material takeoff quantities to ensure accuracy during the procurement of materials and monthly payment requisitions
Provide monthly financial analysis to optimize construction margins and forecast future costs
Systematize project data and create spreadsheets
Perform stockpile inventory calculations to report material quantities inventoried at asphalt plants

December 19, 2003 - April 8, 2004

Mallard Control/Flo-Tron Inc. **Beaumont, Texas**

Clean and prepare oil field valves, regulators, housings, and other materials for primer and paint
Stock assembly shelves with proper parts to enable assembly technicians to build product lines
Test valve bodies to identify possible defects and maintain quality control
Assist in the construction and testing of pressure regulators

CERTIFICATIONS

American Concrete Institute Concrete Strength Testing Technician
American Concrete Institute Concrete Field Testing Technician - Grade 1
Texas Engineering Extension Service Work Zone Traffic Control
Construction Project Management Training

COMPUTER SKILLS

Microsoft Applications (Word, Excel, PowerPoint, Works Suite, Outlook), WordPerfect, Lotus Notes, Viewpoint, JD Edwards, Terramodel, Primavera, HeavyBid Estimating Software

Michael L Weible
191 CR 797, Buna, Tx. 77612
(409) 994-2265
Mk6263@peoplepc.com

CONSTRUCTION MANAGER/SUPERINTENDENT

EXPERIENCE

25 years in construction supervision, including accurate takeoffs, estimating, budgeting, contracting, purchasing, and invoicing.

Experience in full on-site construction management and land development; effectively schedule, monitor, and inspect all work from start to customer orientation.

Work effectively with architects, engineers, developers, contractors, inspectors, city officials, agents, and customers.

EMPLOYMENT

APAC-TX. INC. , Beaumont, Tx. **6/89-Present**

Grading Superintendent – 1/ 2004 - Present

Responsible for scheduling multiple work crews, subcontractors, materials, and equipment for all division projects.

Participate in research and estimating of potential projects.

Negotiate change orders, material sources, and lease agreements.

Schedule, monitor, and inspect all work from start to customer orientation.

Maintain budgets, process invoices, and control overhead costs.

Project Manager – 6/ 2000 – 1/ 2004

Responsible for scheduling personnel, subcontractors, and materials for specific projects.

Create, maintain, and update progress schedules.

Maintain project budgets, accurately record and report monthly project cost reports, and control project overhead costs.

Maintain customer, public, and media relations.

(Specific Projects as Project Manager)

TxDOT- US96 Evadale Overpass	contract amount $ 17,000,000
TxDOT- FM 105 Reconstruct Vidor	contract amount $ 7,000,000
TxDOT- FM 327 Reconstruct Silsbee	contract amount $ 3,000,000

Project Superintendent – 1995 – 6/ 2000

Coordinate and oversee day to day operations of specific projects.

Responsible for hiring, training, and monitoring project personnel.

Responsible for maintaining activity budgets and schedules.

(Specific Projects as Project Superintendent)

TxDOT- IH 10 College St. Overpass	Contract amount $ 21,000,000
Ato Fina – Pipe rack foundations	Contract amount $ 600,000
Basis Petroleum – Install conc. roads & storm drainage in new facility	Contract amount $ 3,000,000

Grading Foreman – 1992 – 1995

Mainly responsible for labor, equipment, and duties required for any operations involving subgrade prep, stabilization, grading, and base courses also structural, and drainage excavations.

During my time as a grading foreman, I also worked my crew doing any other available types of work including concrete paving, concrete structures, underground utilities, and asphalt paving during periods of unavailable grading type work.

My crew exceeded estimated production on every assigned task, and upheld a perfect safety record during this period.

Hvy. Equipment Operator - 1989 – 1992

Assigned to operate and maintain any hydraulic heavy equipment to perform needs of all highway, bridge, commercial, and industrial construction.

ALLCO Construction, Beaumont, Tx. 1987 - 1989

Hvy. Equipment operator, lead man performing utility and commercial construction.

Rose Construction, Atlanta, Ga. 1985-1987

Foreman performing site development for commercial and industrial projects.

Jim Walters Construction, Buna, Tx. 1982-1985

82- Laborer / 83- equipment operator / 84 thru 85 foreman performing underground utility installation.

EDUCATION

Sam Houston High School – Moss Bluff, La. Grad. 1981

Ashland online University

Competed courses include;
- Legal Compliance
- Financial Responsibility
- Project Management
- Employee Management
- Diversity Understanding
- Market Development

Texas A&M University sponsored training

Completed courses include;
- Competent Excavation Safety
- State and Federal Highway Const. standards
- State and Federal Barricade standards

Southern Technical Institute
- Computer Science

Kenneth Pierce
201 Parkway
Lumberton, TX 77657

PH: 409-866-1444
Fax: 409-866-1032

Work History

2000-present	APAC-Texas, Inc. Production Manager Oversee production at the asphalt plant and all asphalt operations on company projects.	Beaumont, TX
1986 – 2000	APAC-Texas, Inc. Foreman Oversee asphalt crew to complete asphalt/grading projects on city, state, county and privately owned projects.	Beaumont, TX
1981 – 1986	Self Employed Asphalt Contractor Contracted asphalt work for companies and private owners.	Beaumont, TX
1973 – 1981	APAC-Texas, Inc. Operator After graduating high school, worked as equipment operator on various types of asphalt projects.	Beaumont, TX

Education

2002	**Plant Services Seminar** APAC, Inc.	Atlanta, GA
	Traffic Control Texas A&M University	Beaumont, TX
2001	**Train – The Trainer Flagger** Texas A&M University	Houston, TX
	ASTEC Plant System Executive Seminar	Chattanooga, TN
	Supervisor Training APAC, Inc.	Atlanta, GA
1973 – 1974	Lamar University	Beaumont, TX
1969 – 1973	South Park High School	Beaumont, TX

Aldo Roberto Lopez

2202 South Ave. Orange, TX 77630
Home Phone (409) 670-3412
Email Address: aldorobertolopez@gmail.com

OBJECTIVE

To secure employment as a Construction Manager with a progressive, goal oriented company. Major emphasis on Heavy Highway and Industrial site development projects.

EDUCATION

1999 High School Diploma, West Orange-Stark High School, West Orange, TX

WORK HISTORY

2004-Present **APAC-TEXAS, INC. BEAUMONT, TX**

2008- *Project Manager:*

Projects range from TxDot Highways and Bridges to Miscellaneous Private Work (mostly Industrial) of a 50,000 to 8 million-dollar values. Most recent project being a mill and asphalt pave for CEP Port Arthur Project in Motiva. Daily tasks included daily JSA's and permit request, coordinate activities with Motiva and Apac, accurate quantity planning for next day task and successfully finish daily activities with no injuries. Previous projects include mill and pave for Exxon Mobil Refinery, mill and pave for TOTAL Petrochemicals in Port Arthur, TX, Widen and Rehabilitate FM 365 in Port Arthur for TxDot (relocated from the project to manage job in TOTAL Petrochemicals) , Rehabilitate Ferry Drive Road for the City of Bridge City, mill and pave several areas scattered around Jefferson, Orange and Harding County for TxDot, Rehabilitate and Pave FM 1442 for TxDot and construct two new roads and high security gates for Exxon Mobil Refinery in Beaumont, TX. Mill and level up portion of SH 82 between Sh 73 and Sh 87 and build new Alligator Bayou Bridge.

2008-2008

Foreman:

Assist with daily activities in the construction of the Heavy Haul Road and the Effluent Area road repair for CEP Port Arthur in Motiva as well as figuring quantities of limestone and road survey.

2006-2008

Surveyor:

Responsible for accurate material placement, proper road location, layout and elevation control on three major projects (US 96 4 lane divided Highway in Jasper, TX, US 90 4 lane divided highway in Nome, TX and US 69 4 lane divided highway in Netherland, TX. Responsible for Inventory of stock piles at both asphalt plants in Beaumont and one Jasper, TX

2004-2006 *Instrument Person:*

Main role was to layout and control grade elevation with the use of GPS equipment, robotic and conventional Total Station and conventional level.

2000-2004 ***ANGELO IAFRATE CONSTRUCTION, LLC. BATON ROUGE, LA.***

2002-2004 *Surveyor:*

Traveled to several towns between Texas and Louisiana to layout and control grading and elevations on different projects. In Texas, Intersection of I-10 and SH 62 in Orange required grading, elevation and layout for main lanes, frontage roads and bridge. US 190 in Trinity required grading, elevation and layout for new two lane addition to a two mile section of highway. In Louisiana, intersection of I-10 and Louisiana Ave. in Lafayette and US 171 in Deridder, both required grading, elevation, layout and alignment control for new bridge and 2 mile rehabilitation of roadway and 1.5 mile section of Oberlin and 4 mile of new highway at intersection of US 165 and SH 10.
I left the company because I had a chance to perform the same work with a local company instead of constantly traveling out of town.

2001-2002 *Instrument Person:*

Main role was to layout and control grade elevation with the use of GPS equipment, robotic and conventional Total Station and conventional level.

2000-2001 *Laborer:*

Performed different tasks to help crews meet the daily performance goal, pipe laying, silt fence installation, pump water, stake chasing, stake driving, elevation, spot check to also perform the role of an instrument person's rod man.

*2000-2004 *Translator:*

From the time I was hired until my last day with the employer due to the high volume of Spanish speaking employees, I performed the task of translating daily safety meetings for crews who did not have an available Spanish speaking person. Assisted the safety department on incident investigation and reporting occasionally when translating was needed.

CONTINUING EDUCATION

2012	Field Safety (NCCER Safety Course)
2010	Safety Leadership Team
2010	CPR refresher course
2009	Trenching and Shoring
2008	CPR course

REFERENCES

Michael Weible, Superintendant, APAC-Texas, Inc. Beaumont, TX.
(409) 781-2082

Scott Blanchard, Senior Estimator, APAC-Texas, Inc. Beaumont, TX
(409) 284-7734

Johnathan Murphy

(409) 284-4124

7630 Homer Drive Beaumont, TX 77708

Jonathan.Murphy@apac.com

Professional Profile

Endeavored as an employee for 5 years with APAC with multiple roles and responsibilities in construction.

- Skilled in Microsoft Excel
- Proficient Use of several survey and design programs including AutoCAD and Trimble based software
- Primavera Scheduling software knowledgeable
- Skilled user of Construction survey equipment including robotic/standard total stations, GPS units, and laser based equipment
- Experienced in equipment operation and capabilities
- Adept use of financial software and incorporation into daily operations

Professional Accomplishments

Safety

- NCCER Certified
- OSHA 30 Certified
- First Aid & CPR Certified
- Flagger Certified

Project Management

- OPS Project Management Training
- Oracle Primavera Training
- Heavy Bid Tool Training

Survey

- Trimble Business Center-HCE Training
- Trimble/Cat-Accugrade Proficient
- TDS/COGO & Survey Pro Competent
- AutoCAD Adept

Work History

Project Lead	APAC-Texas, Inc. Beaumont, TX	4/11 to Current
Party Chief Surveyor	APAC-Texas, Inc. Beaumont, TX	4/09 to 4/11
Instrument Person	APAC-Texas, Inc. Beaumont, TX	4/07 to 4/09

Education

General Studies	Lamar University, Beaumont, TX	Currently Pursuing

Johnathan Murphy•(409) 284-4124•Jonathan.Murphy@apac.com

High School Diploma	Spurger High School, Spurger, TX	Graduated Magna Cum Laude

References

References are available upon request.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-Texas, Inc.
PO BOX 20779
Beaumont, TX 77720-0779

NAME AND ADDRESS OF INSURED

Liberty Mutual. INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE ☐ CONTINUOUS ☐ EXTENDED ☑ POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION	9/1/2014	WA7-C8D-004095-023 WC7-C81-004095-013	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY WI	**EMPLOYERS LIABILITY** Bodily Injury by Accident $1,000,000 Each Accident Bodily Injury By Disease $1,000,000 Policy Limit Bodily Injury By Disease $1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY ☑ OCCURRENCE ☐ CLAIMS MADE	9/1/2014 RETRO DATE	TB2-C81-004095-113	General Aggregate $2,000,000 Products / Completed Operations Aggregate $2,000,000 Each Occurrence $2,000,000 Personal & Advertising Injury $2,000,000 Per Person / Organization Other FIRE DAMAGE $100,000	Other PER PROJECT AGGREGATE Medical Exp-$5,000
AUTOMOBILE LIABILITY ☑ OWNED ☑ NON-OWNED ☑ HIRED	9/1/2014	AS2-C81-004095-123	$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER EVIDENCE OF COVERAGE			Auto: Comp Ded $10,000/Coll Ded $10,000	

ADDITIONAL COMMENTS

Certificate holder is named as additional insured and Waiver of subrogation applies.

SAMPLE ONLY - certificate to be issued upon award.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

SAMPLE
CERTIFICATE ONLY

Certificate Holder

Stanley S. Esposito, Jr.
Stan Esposito
AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 **/**/**
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

CERT NO.: 17400488 CLIENT CODE: EM_44 Nicholas Misoni 8/26/2013 2:33:09 PM Page 1 of 1

LDI COI 268896 02 11

XL SPECIALTY INSURANCE COMPANY
RATES
EFFECTIVE 1-3-2012

CLASS	FLAT RATE
	Per $1,000
Class A-1 - Paving	$1.66
Class A & B - Road, Highway & Heavy	$2.60
Design/Build Class A & B	$3.75
Supply	$1.25
Maintenance/Warranty	$1.25/YR
Reclamation Bonds	$2.60/YR
Commercial	$2.60/YR

Minimum Premium: $100.00

Contract Bonds: Rate is charged on Contract Amount.

Non-Contract Bonds: Billed annually until canceled or released.

Time Surcharge for projects that extend beyond 24 months: 1% for each additional month.

Warranty/Maintenance Bonds: 1st year covered under P&P bond and each additional year is charged at the rate above.

Class A-1 Paving - Surfacing, Resurfacing or Repairs to Surface on Existing Roads, Parking Lots or Other Existing Hard Surfaces. On all contracts (except road oiling contracts) which do not include clearing, grading, drainage, soil stabilization, curve elimination, widening bridges or base construction.

Class A & B - Road, Highway & Heavy - All contracts which include clearing, grading, drainage, soil stabilization, curve elimination, widening, bridges, base construction and all contracts for surfacing new roads. Engineering construction, concrete and excavation work and work performed under ground and in/or under water.

apac

P.O. Box 20779 Beaumont, Texas 77720

TX license #: 4820606

BID DOCUMENTS
FOR
RUNWAY SAFETY AREA GRADING AT JACK BROOKS REGIONAL AIRPORT
BID NO: 14-026/KJS
DUE: JULY 22, 2014 AT 11:00 AM
JEFFERSON COUNTY PURCHASING DIVISION
ATTN: JEFFERSON COUNTY PURCHASING AGENT
1149 PEARL ST., 1ST FLOOR
BEAUMONT, TX 77701

07-22-14A10:27 RCVD

EST #63504 474

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ORIGINAL

ADDENDUM TO IFB

IFB Number:	IFB 14-027/KJS
IFB Title:	Runway 16/34 Rehabilitation at Jack Brooks Regional Airport
IFB Due:	**11:00 am CST, Tuesday, July 22, 2014**
Addendum No.:	1
Issued (Date):	June 23, 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: Revision of Website Address where Specifications and Plans may be obtained.

Specifications and Plans may be obtained at: http://ftp.garverusa.com

Username: BPT_RW1634
Password: BPT2BIDDER

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:

Melin McKague
Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder) Scott Blanchard

Assistant Secretary
Title of Person Signing Above

APAC-Texas, Inc.
Typed Name of Business or Individual

12907 US Hwy 90, Beaumont, TX 77713
Address

EST # 63564 475

GARVER
11111 Katy Freeway
Suite 910
Houston, TX 77079
TEL 713.491.8333
FAX 713.973.5777
www.GarverUSA.com

PRESERVING VALUES 1919 95 2014 ADVANCING INFRASTRUCTURE

July 10, 2014

Addendum No 2

To Plans, Contract Documents and Specifications
IFB 14-027/KJS, Runway 16/34 Rehabilitation

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict. All bidders shall acknowledge receipt of this Addendum on page C-5 of the sealed bid proposal.

Modifications to the Bidding Requirements:

1. ***The bid opening time has changed*** to ***11:00 am*** on Tuesday, July 22, 2014. The location where bids are due has NOT changed.
2. A site visit for interested parties has been arranged. This is not a mandatory site visit, but will be the only opportunity to view the secured area of the project. The date and time of the visit are July 14, 2014 at 10:00 a.m. The location is the lobby of the Jerry Ware Terminal Building at 5000 Jerry Ware Drive, Beaumont, TX 77705.

Modifications to the Standard Form of Agreement:

1. **Replace Proposal with the attached Proposal.**

Modification to Specification Item P-620:

1. **Replace the original modification with the attached revised modification (2 pages).**

Questions were received by Garver by email and at the pre-bid meeting. Responses to these questions are attached to this addendum. Questions are paraphrased and are as understood by Garver.

STATE OF TEXAS
THOMAS D. DODSON
83909
LICENSED PROFESSIONAL ENGINEER

digitally signed on 07/10/2014

By: Thomas D Dodson, PE.

Attachments: Proposal: 7 pages
Specifications: 2 pages
Agenda and Sign-In Sheet from July 8, 2014 Pre-Bid Meeting: 3 pages
Response to Bidders Questions: 1 page

N:\2013\13121730 - BPT Taxiway D\Correspondence\Bidding\Bids 2014\RW 16-34 Rehabilitation\Addendum2.2014-07-10.docx

PROPOSAL

Place Jefferson County, Texas

Date July 22, 2014

Proposal of APAC-Texas, Inc.,

a corporation organized and existing under the laws of the State of Delaware,

or

Proposal of N/A,

a partnership consisting of _____

or

Proposal of N/A,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **RUNWAY 16/34 REHABILITATION.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet No.	Title
G-101	COVER SHEET
G-102	GENERAL NOTES
G-103	CONCURRENT PROJECTS
G-201	CONSTRUCTION SAFETY AND PHASING
G-202	CONSTRUCTION SAFETY AND PHASING DETAILS
C-101	RUNWAY 16-34 REHABILITATION
C-102	RUNWAY 16-34 REHABILITATION DETAILS

Sheet No.	Title
M-101	MARKING DETAILS
M-102	MARKING DETAILS II
M-201	RUNWAY 16-34 MARKING REMOVAL PLAN
M-202	RUNWAY 16-34 MARKING PLAN

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Contractor Safety Plan Compliance Document
Item SS-120	Site Preparation
	Modification to Item P-101
Item P-101	Surface Preparation
	Modification to Item P-152
Item P-152	Excavation and Embankment
	Modification to Item P-501
Item P-501	Portland Cement Concrete Pavement
	Modification to Item P-605
Item P-605	Joint Sealing Filler
	Modification to Item P-620
Item P-620	Runway and Taxiway Painting
	Modification to Item P-631
Item P-631	Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment
	Modification to Item T-904
Item T-904	Sodding

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 dated June 23, 2014

Addendum No. 2 dated July 10, 2014

Addendum No. _____ dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a certified ~~check~~/bid bond (*strike one*)

in the amount of five percent of bid total Dollars

($ 5 % of bid total), being not less than five percent (5%) of the total amount of the bid for the base bid plus all alternates, as applicable. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
RUNWAY 16/34 REHABILITATION
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-1	SITE PREPARATION	LS	100%	$ 53,000.00	$ 53,000.00
	Unit price in words: fifty three thousand dollars and zero /100				
P-101-5.1	CRACK SEAL ASPHALT PAVEMENT	LF	800	$ 4.05	$ 3240.00
	Unit price in words: four dollars and five /100				
P-152-4.1	EXCAVATION AND EMBANKMENT	CY	2	$ 850.00	$ 1,700.00
	Unit price in words: eight hundred fifty dollars and zero /100				
P-501-8.1a	CONCRETE SPALL REPAIR – ELASTOMERIC CONCRETE	SF	600	$ 90.00	$ 54,000.00
	Unit price in words: ninety dollars and zero /100				
P-501-8.1b	CONCRETE SPALL REPAIR – PORTLAND CEMENT CONCRETE	SF	50	$ 425.00	$ 21,250.00
	Unit price in words: four hundred twenty five dollars and zero /100				
P-605-5.1	CONCRETE JOINT CLEAN AND SEAL	LF	200	$ 4.05	$ 810.00
	Unit price in words: four dollars and five /100				
P-620-5.1	RETRO-REFLECTIVE PAVEMENT MARKINGS	SF	52,500	$ 0.65	$ 34,125.00
	Unit price in words: zero dollars and sixty-five /100				

JACK BROOKS REGIONAL AIRPORT
RUNWAY 16/34 REHABILITATION
BID FORM

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
P-620-5.2	PREFORMED RUNWAY HOLD SIGN MARKINGS	SF	1,750	$ 32.00	$ 56,000.00
	Unit price in words: thirty-two dollars and zero /100				
P-620-5.3	NON-REFLECTIVE BLACK OUTLINE	SF	13,700	$ 0.55	$ 7535.00
	Unit price in words: zero dollars and fifty-five /100				
P-620-5.4	PAVEMENT MARKING REMOVAL	LS	100%	$ 34,000.00	$ 34,000.00
	Unit price in words: thirty-four thousand dollars and zero /100				
P-631-5.1	RUNWAY 16/34 REFINED COAL TAR EMULSION WITH ADDITIVES FOR SLURRY SEAL COAT	GAL	7,500	$ 5.30	$ 39,750.00
	Unit price in words: five dollars and thirty /100				
T-904-5.1	SODDING	SY	15	$ 7.20	$ 108.00
	Unit price in words: seven dollars and twenty /100				

Total price in words: three hundred five thousand, five hundred eighteen dollars and zero /100 TOTAL (BASE BID) $ 305,518.00

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **30 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **One Thousand** Dollars **($1,000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

Melissa McVague
(Witness)

APAC-Texas, Inc.
(Name of Bidder)

By

Scott Blanchard, Asst. Secretary
(Print Name and Title)

(Address)

12907 US Hwy 90

Beaumont, TX 77713
(Office Address of Bidder)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Bid Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder APAC-Texas, Inc.
2. Permanent main office address
   12907 US Hwy 90
   Beaumont, TX 77713
3. When organized 1945
4. If a corporation, where incorporated 1980
5. How many years have been engaged in the contracting business under your present firm or trade name? 68
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)
   Please see attached.

   General character of work performed by your company Road, highway and bridge construction
7. Have you ever failed to complete any work awarded to you? No
8. Have you ever defaulted on a Contract? No
   If so, where and why?
9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
   If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document). Please see attached.
11. List your major equipment available for this Contract (attach to back of this document). Please see attached.
12. List your experience in construction work similar in scope and scale to this project (attach to back of this document). Please see attached.
13. Background and experience of the principal members of your organization, including the officers (attach to back of this document). Please see attached.
14. Credit available: $ Available upon request.
15. Give Bank reference: Bank of America Lois Marshall FAX: 415-343-9310

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;

(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and

(c) Criminal proceedings.

Dated at APAC-Texas, Inc. this 22nd day of July, 20 14.

APAC-Texas, Inc.
(Name of Bidder)
By
Scott Blanchard
Title Asst. Secretary

STATE OF Texas)
) §.
COUNTY OF Jefferson)

Scott Blanchard being duly sworn deposes and says that he is
Asst. Secretary of APAC-Texas, Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 22nd day of July, 20 14.

(Notary Public) Melissa McKague

My Commission Expires:
June 14, 2016

MELISSA MCKAGUE
Notary Public, State of Texas
My Commission Expires
June 14, 2016

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 Obligee) 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, Runway 16/34 Rehabilitation at the Jack Brooks Regional Airport (POA# XL1505105).

Now, Therefore, If the Obligee 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 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, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of said Principal and the amount for which the Obligee 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 22nd day of July, 2014.

Melissa McHague
(Witness)

APAC-TEXAS, INC.
(Principal) (Seal)
By Scott Blanchard, Asst. Secretary

XL Specialty Insurance Company
(Surety) (Seal)

(Witness)

By Jose Torres , Attorney-in-Fact

SB-0101 (rev. 2/12)

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
XL1505105

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., Kal 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. SILVA
NOTARY PUBLIC
My Commission Expires June 30, 2016
STATE OF CONNECTICUT

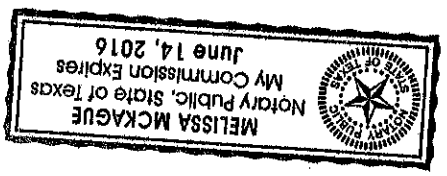
Kim D. Silva
NOTARY PUBLIC

SURETY ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Jefferson } **SS**

On this 22nd day of July, 2014, before me personally came Jose Torres 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.

Melissa McKague
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

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

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.

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apac

Trotti & Thomson 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
3044	Newton Co. FM 363 Raise Roadway & Repla	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
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	TXDOT Jefferson County SH 73 ACP, Should	Texas Dept of Transportation	Bridge Construction	$5,975,104.16	In Progress
3075	TXDOT Liberty Co. US 90 GR, BS, STR, PVI	Texas Dept of Transportation	Word Work	$20,677,586.00	In Progress
3077	Jefferson Co. US 69 (MALL) GR, BS, PV	Texas Dept of Transportation	GR, BS, PVMT, STR	27,390,861.67	In Progress
3078	Jefferson Co. SH 87 Bridge & A	Texas Dept of Transportation	Replace Bridge and approaches	$2,796,186.77	In Progress
3079	Jefferson Co. US 69 Bridge & A	Texas Dept of Transportation	Replace Bridge and approaches	$1,456,176.69	In Progress
3085	Liberty Co. FM 1413 GR, BS, ST	Texas Dept of Transportation	GR, BS, STR, PVT	$2,173,548.34	In Progress
3086	Jefferson Co. Jack Brook T- Ha	Jefferson Co. Engineering	Mill and Overlay	$256,011.26	In Progress
3087	Exxon B&P/Zachry Asphalt Repai	Exxon Mobile B&P	Asp.rep/con.barrier/speed bumps	$298,897.00	In Progress
3088	Orange Co SH 73 Asphalt Detour	Gibson & Associates	ASB and Asphalt Detour	$159,384.00	In Progress
3089	Independence Parkway for Strik	Strike Construction	Mill and Overlay: drainage	$172,524.00	In Progress
3090	MeadWestvaco Entrance Road Rep	MeadWestvaco	Mill & Overlay Entrance Road	$143,750.00	In Progress
3091	Craig Olden US 69 Flexible Pav	Hayward Baker Craig Olden Division	Emerg. - Flexible Base Pmt Rep.	$156,049.35	In Progress
3092	BASF Contractor Parking-lot Ex	BASF Corp.	New Parking Lot	$181,431.99	In Progress
3094	Huntsman Roadway Phase 1 Revis	Huntsman Chem. Corp.	Construct New Concrete Roadway	$1,271,067.50	In Progress
3096	Exxon-Mobil/HB Neild- Lab Pavi	H.B. Neild & Sons	Limestone Base & Asp. Paving	$165,300.00	In Progress
3097	Jacobs/Exxon HHR Revision	Jacobs	Fill, limestone base, asp, conc.	$495,281.00	In Progress
3098	Jasper Co. FM0252 HMA Overlay	Texas Dept of Transportation	2" mill and overlay	$661,886.78	In Progress
3099	Jefferson Co. SP215 FDR, BS, M	Texas Dept of Transportation	FDR, BS, Mill, Overlay	$1,979,708.78	In Progress
3100	Newton Co. SH 87 PVMT RPR OCST	Texas Dept of Transportation	PVMT, RPR, OCST, ACP	$2,705,524.33	In Progress
3102	Hardin Co. US 96 Etc. Mill & O	Texas Dept of Transportation	1.5" Mill & Overlay various location	$797,816.05	In Progress
3103	Newton Co. FM 1004 MILL, BASE,	Texas Dept of Transportation	ACP, STR, STP	$1,507,560.60	In Progress
3104	Revised BASF Gate 103 12/10/20	BASF Total Petrochemicals	Drainage, base rewk, Asp. overlay	$226,095.99	In Progress
3105	Jacobs/Exxon Mobil Area 52 & 9	Jacobs Field Service	Clearing & Grubbing	$224,105.00	In Progress
3106	Newton Co. SH 12 Plane, SMA, S	Texas Dept of Transportation	Mill and Inlay	$1,990,441.81	In Progress
3107	Orange Co. SH 12 Plane, SMA, S	Texas Dept of Transportation	Mill and Inlay	$2,279,713.99	In Progress
3108	ExxonMobil Chemical Parking Re	Exxon Mobile Chemical	PrkLot Patching, Overlay & Stripin	$114,431.00	In Progress
3109	Jacobs/ExxonMobil Heavy	Jacobs	Overlay Shoulder & Roadway	$162,702.00	In Progress

Work History

3074	Chevron Cedar Bayou for Strike	Chevron	Industrial work	$493,989.00	May-13
3073	Lamar Asphalt Parking for Band Revised	Lamar University	Parking lot	$340,270.79	October '13
3072	Liberty Co Cedar Estates Street Improvemen	Liberty Co	Road Work	$290,276.60	October '13
3068	Orange Co. FM 1006	Texas Dept of Transportation	Overlay	$732,186.15	Jun-13
3067	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	$1,347,159.25	Jul-13
3066	Goodyear HSE Concrete Work	Goodyear	Concrete Work	$105,373.00	May-13
3065	TXDOT Jasper Co. FM 2799 Edge Stabilizati	Texas Dept of Transportation	Widening Road	$785,636.00	December '13
3064	TXDOT Jasper FM 254 Edge Stabilization	Texas Dept of Transportation	Widening Road	$259,576.60	January '14
3063	ISTC Drive Entrance & Exit	ISTC	Site Work	$154,023.00	Apr-13

3062	Newton Co. FM 1414 Widen Roadway	Texas Dept of Transportation	Widening Road	$1,351,308.00	January '14
3061	Jefferson Co. IH 10 Flex Base	Texas Dept of Transportation	Patching	$641,464.00	May-13
3060	City of Orange East Orange Street Improvem	City of Orange	Overlay	$1,141,774.00	Mar-13
3059	Jefferson County Courthouse: Pearl St. Parki	Jefferson County	Overlay	$135,757.20	Feb-13
3058	Goodyear Houston Parking Lots	Goodyear	Overlay	$118,989.50	Jan-13
3057	Sabine Co. CR (Tuttle Rd.)	Texas Dept of Transportation	Bridge Construction	$379,351.90	Complete
3056	Bomac/Valero Roadway Paving	BO-MAC	Paving	$258,780.00	Feb-13
3055	Valero T&M September 2012	Valero	Site Work	$147,500.00	Complete
3054	Hardin Co. US 69 Overlay Roadway	Texas Dept of Transportation	Overlay	$2,061,902.00	Feb-13
3053	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	$776,636.00	Apr-13
3052	Jasper Co. FM 1013 Additional Paved Surfac	Texas Dept of Transportation	Widening Road	$1,998,013.00	Jul-13
3051	Gerdau Concrete Sidewalk Project	Gerdau Ameristeel	Concrete Work	$182,944.00	Nov-12
3050	Jasper Co. RE 255	Texas Dept of Transportation	Road Construction	$110,541.21	Oct-12
3049	Goodyear Chemical 850 Unit	Goodyear	Concrete Work	$1,050,700.00	Feb-13
3046	Jefferson Co. Road Improvements on Ave. H	Texas Dept of Transportation	Road Construction	$569,327.54	Jul-12
3045	Jefferson Co. IH10 Repair Existing Pavement	Texas Dept of Transportation	Patching	$2,393,201.00	Sep-12
3043	Jefferson SH 347 Rehab Roadway	Texas Dept of Transportation	Road Construction	$2,015,985.00	Oct-12
3042	Orange County DRS010214 Seal Coat Japan	Texas Dept of Transportation	Seal Coat	$241,001.20	Jun-12
3041	Mason/Valero Sulfur Truck Scale Paving	Mason Construction	Overlay	$177,250.00	Jun-12
3040	Valero Loading Dock Ramp and Concrete Ro	Valero	Concrete Work	$252,010.50	Oct-12
3039	TXDOT Jasper Co.	Texas Dept of Transportation	Road Construction	$221,738.10	Complete
3038	City of Sour Lake Overlay #2	City of Sour Lake	Overlay	$120,963.90	May-12
3037	Tyler Co. US 69 Overlay roadway & Bridge R	Texas Dept of Transportation	Road Rehab	$1,244,823.00	Sep-12
3036	Jasper Co. US 190	Texas Dept of Transportation	Overlay	$699,036.00	Jul-12
3035	Orange Co. CR New Road & Railroad Crossi	Texas Dept of Transportation	Construct New Road and Track	$3,240,325.00	October '13
3034	SHAWCOR Cardon IV Project Site Work	ShawCor	Site Work	$580,826.00	May-12
3033	Tyler Co. FM 1746 Edge Stabilization	Texas Dept of Transportation	Widening Road	$190,454.00	Aug-12
3032	Jefferson Co. Needmore Bridge	Texas Dept of Transportation	Bridge Construction	$705,478.00	Jul-12
3031	Afton Chemical Crossing Repair	Afton	Overlay	$174,282.00	Complete
3030	Jefferson Co. IH-10 Overlay	Texas Dept of Transportation	Overlay	$160,587.20	Jun-12
3029	Jefferson Co. SH 87	Texas Dept of Transportation	Road Construction	$777,095.95	May-12
3028	Chambers Co. FM 1406	Texas Dept of Transportation	Road Construction	$529,842.47	Jul-12
3027	Chambers Co. FM 3180 Widen Intersection	Texas Dept of Transportation	Widening Road	$180,098.37	Jul-12
3026	Newton Co. FM 1414 Edge Stabilization	Texas Dept of Transportation	Widening Road	$955,996.00	October '12
3025	Chevron Pipeline Terminal #2	Chevron Pipeline	Overlay	$273,576.40	Complete
3024	Motiva Barrier Casting Project	Recon	Construct Precast Barriers	$255,200.00	Apr-12
3023	Newton Co SH 87 Additional surface width	Texas Dept of Transportation	Remove concrete, asphalt new rd	$2,777,739.88	Aug-12
3022	Concrete Demo for Evans In Woodville	Evan Construction	demo concrete	$367,970.50	Feb-12
3021	HCU Control Room	Valero	Paving	$130,974.00	Feb-13
3020	Country Village Apartment Complex	Country Village Apartment Complex	road repair	$183,998.84	Dec-11
3019	Milling & Paving	Exxon Refinery	Milling & Paving	$118,301.00	Complete
3018	Pipeline Road Rehab	Chevron Pipeline	Asphalt	$259,405.38	Nov-11
3017	Orange County FM 105	Texas Dept of Transportation	Reconstruct & add shoulders	$1,805,820.00	Jun-12
3016	JE Dunn	ExxonMobil	Parking lot repairs	$164,370.00	Jan-12
3015	Jefferson County SH 82	Texas Dept of Transportation	rehab road, replace bridge	$4,626,388.85	Jul-12
3014	Jefferson County FM 365	Texas Dept of Transportation	overlay, base repair, OCST & strip	$1,026,845.38	Oct-11
3013	Jasper County US 96	Texas Dept of Transportation	mill, overlay, and SMA	$580,985.38	Oct-11
3012	Montage Center	Lamar University	Ditch & Asphalt Repairs	$112,944.50	Aug-11
3011	Merriman Street	City of Port Neches	Overlay	$175,500.00	Aug-11
3010	Orange County Improvements	Port of Beaumont	rail access project	$8,409,165.00	Complete
3009	Sulfur Truck Route	Valero	Asphalt overlay	$128,750.00	Aug-11
3008	TGS: POB Rail Improvements	Port of Beaumont	Rail Improvements	$451,305.50	Nov-11
3007	Motiva OSBL Paving	Turner	OSBL paving	$2,124,864.27	Feb-12

3006	Port Arthur Utility Access Road	Port Arthur EDC	utility access road construction	$100,162.20	Jul-11
3005	Orange Co Road Imp	Orange County	Road Improvements	$1,177,083.45	Aug-11
3004	Jefferson County US 69	Texas Dept of Transportation	patch and overlay of main lanes	$2,784,417.79	Oct-11
3003	Jasper County Fish Hatchery	Texas Dept of Transportation	build entrance road and parklot	$462,636.85	Oct-11
3002	Island Park X-Ray Slab	CBI	Asphalt overlay	$133,500.00	Jul-13
3001	Orange County IH-10	Texas Dept of Transportation	Frontage Roads	$2,581,062.00	Sep-11
2999	Craigen Road Bridge	Jefferson County	Bridge Replacement	$801,907.00	Jan-12
2998	Event Center	City of Beaumont	Event Center parking lot	$973,553.00	Feb-12
2997	Newton County FM 1414	Texas Dept of Transportation	Edge stabilization	$821,329.00	October '11
2995	Lumberton	City of Lumberton	crossing replacement	$341,387.00	Sep-11
2994	BO-MAC	LNG	Asphalt overlay	$925,720.00	Complete
2993	Jasper County SH 62	Texas Dept of Transportation	Base Repair	$301,918.00	Aug-11
2992	Sour Lake	City of Sour Lake	2008 TDRA Ike Recovery	$231,844.00	May-11
2991	West Orange	City of West Orange	TDRA Recovery Project	$871,281.00	Aug-11
2990	Mason Construction	Valero	Unit Paving 2" HMA	$155,094.00	Complete
2989	ShawCor	ShawCor	Pipe Protection Site Work	$678,644.00	Jul-11
2988	Newton County SH 87	Texas Dept of Transportation	Super-Elevation	$555,885.00	May-11
2987	Valero	Valero	Road Rehab	$374,472.00	Complete
2985	ExxonMobil	ExxonMobil	Roadway Maintenance	$180,000.00	Dec-10
2984	Total DCP	TOTAL Refinery	Paving	$1,459,509.00	Jul-11
2983	Jefferson County VA RR	Texas Dept of Transportation	Milling and overlay	$926,206.00	Mar-12
2982	Jefferson County SH 124	Texas Dept of Transportation	Milling and overlay	$1,562,695.00	Jun-11
2981	Nederland	City of Nederland	Concrete street repairs	$201,430.00	Complete
2979	Smarts Truck & Trailer	Smarts Truck & Trailer	12" Concrete Road	$150,510.00	April '07
2979	Hardin County US 69	Texas Dept of Transportation	Microsurfacing	$2,859,767.00	Aug-11
2978	SET Regional Airport	SET Regional Airport	patching job	$550,199.00	Feb-11
2977	Orange County FM 1442	Texas Dept of Transportation	Rt turn lane & signals	$412,152.00	Aug-11
2975	Jefferson County SH 124	Texas Dept of Transportation	Add left turn lane	$276,997.00	Jun-11
2974	Liberty County CR 2132	Texas Dept of Transportation	Bridge Replacement	$321,704.00	Mar-11
2972	ExxonMobil B&P	Worley Parsons	Bypass	$2,515,306.00	Mar-11
2969	Jasper County US 96	Texas Dept of Transportation	Move & replace base material	$248,070.00	Mar-11
2965	Tyler County FM 256	Texas Dept of Transportation	Add paved surface width	$2,655,213.00	Jun-11
2961	Jefferson County US 69	Texas Dept of Transportation	Slope Stabilization	$1,005,149.00	Jul-11
2957	Newton County FM 253	Texas Dept of Transportation	Rehab & Widen	$779,988.00	Dec-10
2955	Beaumont Municipal Airport	Texas Dept of Transportation	Runway Improvements	$2,025,212.00	Jun-11
2954	Atlanta Ave/Boston Ave.	City of Nederland	Parking lot repairs	$241,051.00	September '10
2953	Jasper TX Electric Co-Op	Jasper TX Electric Co-Op	Concrete slab	$230,093.00	September '10
2952	ExxonMobil Credit Union	ExxonMobil	Parking lot repairs	$292,628.00	September '10
2951	Jefferson County SH 87	Texas Dept of Transportation	Remove & replace existing flex ba	$409,385.00	September '10
2950	Chambers County IH-10	Texas Dept of Transportation	Convert 2 way frontage Road to 1	$186,354.00	September '10
2949	McFaddin Wildlife Refuge	Tennessee Valley Authority	Paving	$121,408.00	July '10
2948	Jefferson County US 90	Encino Landscape	Asphalt Overlay	$108,999.00	July '10
2948	Jefferson County US 90	Encino Landscape	Asphalt overlay	$108,999.00	November '09
2947	ExxonMobil	Worley Parsons	Main gate relocation	$2,158,261.00	February '11
2946	City of Port Arthur	City of Port Arthur	39th Street overlay	$635,000.00	February '11
2945	Orange County FM 105	Texas Dept of Transportation	Overlay existing roadway & add right turn lane	$304,484.00	March '11
2944	MOTIVA-PAVE ENTRANCE-BECHTEL	JV Bechtel	Pave Asphalt Entrances	$241,000.00	Sept. '09
2943	City of Orange	Jerry Walley Construction	1.5" overlay	$254,724.00	October '09
2942	City of Silsbee	City of Silsbee	Drainage improvements FM 418	$576,973.00	February '11
2941	Bear Creek Estates	Miltex Properties	Clear and build roadway	$1,299,491.00	September '10
2940	Jasper County FM 1131	Texas Dept of Transportation	Provide additional paved surface w	$2,217,087.00	September '10
2939	Jasper County FM 1131	Texas Dept of Transportation	Restore & Overlay existing roadwa	$1,104,127.00	September '10

2937	Jefferson County Bridges	Jefferson County	Bridge replacement	$401,663.00	September '09
2936	Jefferson County SH 347	Texas Dept of Transportation	Overlay existing roadway	$3,516,358.00	November '10
2935	Jasper County US 96	Texas Dept of Transportation	Full Depth Repair/ACP	$2,938,391.00	September '10
2934	Hardin County US 69	Texas Dept of Transportation	Flexible pavement structure repair	$374,098.00	October '09
2932	Orange County Ferry Road	Texas Dept of Transportation	Reconstruct Road	$2,247,749.00	February '11
2930	Hardin County Woodway Blvd	Hardin County	Bridge rehabilitation	$2,133,649.00	December '09
2915	Jefferson County	Jefferson County	Various bridge replacements	$1,417,089.00	June '09
2912	Brooks Road @ Willow Marsh	Jefferson County	Replace Bridge	$404,850.00	October '08
2911	Liberty County FM 1410	Texas Dept of Transportation	Replace Bridge & approaches	$541,765.00	February '09
2910	Tyler County US 190	Texas Dept of Transportation	ACP, Base Repari, Stripe	$5,103,679.00	December '08
2909	Orange County FM 1442	Texas Dept of Transportation	Restore & Overlay existing roadwa	$2,694,261.00	October '09
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, levelup & overlay	$1,436,990.00	August '08
2905	Jefferson County Calder Ave.	Texas Dept of Transportation	Replace Bridge & approaches	$385,699.00	September '08
2904	Tyler County FM 1943	Texas Dept of Transportation	Replace Bridge & approaches	$1,194,855.00	November '08
2903	Jefferson County IH-10, Etc.	Texas Dept of Transportation	Overlay existing roadway	$5,646,455.00	August '09
2900	Motiva	Bechtel Jacobs	Heavy Haul Road	$11,545,645.00	June '09
2898	Newton County SH 12	Texas Dept of Transportation	Mill & Overlay existing roadway	$2,122,362.00	November '08
2897	McFaddin Wildlife Refuge	Tennessee Valley Authority	Asphalt paving	$1,248,822.18	February '08
2894	Jefferson County Walden Road	Texas Dept of Transportation	Replace Bridges & approaches	$426,216.10	March '08
2892	Jefferson County	Texas Dept of Transportation	Overlay existing roadway	$1,197,691.00	December '07
2890	Jefferson County SH 87	Texas Dept of Transportation	Widen pavement/overlay	$534,863.00	August '07
2889	Port of Beaumont	Port of Beaumont	7 acre laydown area at Buford St.	$1,435,358.00	September '07
2888	Jefferson County IH-10	Texas Dept of Transportation	Rehabilitate Existing roadway	$9,794,825.00	September '09
2887	Orange County SH 73	Texas Dept of Transportation	Repair pavement & overlay existin	$2,701,123.00	November '07
2886	Orange County FM 1136	Texas Dept of Transportation	Restore existing roadway	$1,171,634.34	November '07
2885	Hardin County US 69	Texas Dept of Transportation	Overlay existing roadway	$3,457,717.00	September '07
2884	Orange County IH-10	Texas Dept of Transportation	Overlay, PFC, PAV, Repair, Joint	$4,906,288.18	March '08
2883	Jefferson County US 69	Texas Dept of Transportation	Overlay, planning, ACP & Striping	$1,612,619.00	July '07
2880	TOTAL Petrochemical	TOTAL Petrochemicals	New laydown area	$244,808.00	April '07
2878	Jefferson County SH 124	LD Construction	SH 124	$257,500.00	March '07
2877	Martin Gas	Mason Construction	Lay mix	$273,195.00	March '07
2876	Orange County SH 12	Texas Dept of Transportation	Reconstruct 2 lanes w/ a continued left turn lane	$5,968,267.00	June '09
2875	Chambers County FM 1405	Angel Brothers	Concrete paving	$5,937,172.00	March '07
2874	Tyler County FM 1013	Texas Dept of Transportation	Design & Build Main Gate	$58,000.00	September '07
2873	Liberty County SH	Texas Dept of Transportation	Patch & overlay for Smith & Co	$339,074.00	December '06
2872	Jasper County US 96	Texas Dept of Transportation	Widen and reconstruct	$14,071,316.00	August '08
2870	Hardin County	Hardin County	Pinewood Entrance road rehab	$126,657.50	October '06
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface v	$1,898,500.00	February '07
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface v	$1,898,500.00	August '07
2868	Jefferson County SH 87	Texas Dept of Transportation	Mill & Overlay existing roadway	$1,483,916.00	February '07
2866	Orange County IH-10	Texas Dept of Transportation	Mill & Overlay existing roadway	$1,520,927.00	September '06
2865	Jefferson County Hwy 90	Texas Dept of Transportation	Rehab existing roadway	$450,764.00	May '07
2864	Newton County CR	Texas Dept of Transportation	Replace Bridge & approaches	$776,757.00	February '07
2860	Newton County SH 12	Texas Dept of Transportation	Restore existing roadway	$5,525,979.00	April '07
2857	Jefferson County US 69	Texas Dept of Transportation	New two lane frontage roads	$1,060,328.75	March '06
2853	Motiva North Gate House	BO-MAC	Paving of entrance & parking lot	$191,150.58	January '06
2852	Hardin County FM 1003	Texas Dept of Transportation	Replace Bridges & approaches	$1,505,379.97	August '06
2851	Liberty County US 90	Texas Dept of Transportation	To Convert Non-Freeway to Freew	$8,379,064.30	March '08
2848	Orange County SH 73	Texas Dept of Transportation	Rehab existing roadway	$5,590,403.55	June '06
2844	Fort Polk Aviation Hangar	Walton Construction	Concrete paving	$558,072.00	February '07

2842	Hardin County US 69	Texas Dept of Transportation	Rehab existing roadway & add shc	$4,455,462.34	May '06
2836	Jefferson County US 69	Texas Dept of Transportation	Crack, seal, joint seal, ACP & PFC	$11,245,567.00	May '07
2832	Hardin County FM 418	Texas Dept of Transportation	Rehab existing roadway	$5,461,087.64	February '06
2820	Hardin County US 69	Texas Dept of Transportation	Overlay exist roadway & continuos	$3,991,739.24	January '06
2816	Jefferson County US 69 Spurlock	Texas Dept of Transportation	Convert non-freeway to freeway	$24,780,295.00	November '07
2803	Jasper County US 96	Texas Dept of Transportation	Widen 4 lane divided (rural)	$16,544,010.00	February '06
2756	Jasper County US 96	Texas Dept of Transportation	Widen to 4 lanes(rural) (16.6 miles	$26,385,976.78	January '06
	Holly Street Repair	ExxonMobil	Reconstruct Road	$68,000.00	December '08
	Charlton-Pollard Lot	ExxonMobil	Asphalt paving	$849,000.00	January '09
	Gate - Phase II	ExxonMobil	Reconstruct Road	$985,000.00	April '09

APAC-Texas, Inc. • Trotti & Thomson Division • P. O. Box 20779 • Beaumont, Texas 77720-0779
(409) 866-1444 • Fax (409) 866-5541

July 22, 2014

RE: Major equipment available for this contract
Proposed subcontractors for this contract

TO WHOM IT MAY CONCERN:

APAC-Texas, Inc. has over 200 pieces of equipment as well as access to a national rental account.

Subcontractors will be determined upon award of contract.

Sincerely,

Scott Blanchard,
Asst. Secretary

APAC-Texas, Inc. • Trotti & Thomson Division • P.O. Box 20779 • Beaumont, Texas 77720-0779
(409) 866-1444 • Fax (409) 866-5541

July 22, 2014

RE: Quality Control
Labor rates

TO WHOM IT MAY CONCERN:

Upon award of the contract, APAC-Texas, Inc. will promptly submit a quality control plan and labor rate information on request.

The EEO policy is included.

Sincerely,

Scott Blanchard,
Asst. Secretary

APAC – Texas, Inc.
Trotti & Thomson Division
12907 US HWY 90
Beaumont, TX 77703
Tel: 409-866-1444
Fax: 409-866-1032

EQUAL EMPLOYMENT OPPORTUNITY POLICY

EEO Policy Statement
It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Employment Referral
All employees of APAC – Texas, Inc., are encouraged to refer any individual, male or female, regardless of race, color, religion, national origin, disability, or age, to make application for employment with this company.

Training
APAC – Texas, Inc. encourages the use of available training programs and will be happy to advise what programs are available, the entrance requirements for each, as well as assistance in applying for or entering such programs. The company EEO Officer can provide additional information.

Complaint Procedure
Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of the company Equal Employment Opportunity Officer will be thoroughly investigated within 30 days from the date of notice and will be brought to a resolution within 30 days following the investigation period.

EEO Officer
APAC – Texas Inc., Equal Employment Opportunity Officer is Sandra S. Stringer. She may be contacted at:

Beaumont, TX Office: 12907 US HWY 90 Beaumont, Texas
Office Telephone: 409-241-2147

Work Environment
It is the policy of APAC – Texas Inc. to ensure and maintain a working environment free of harassment, intimidation, and coercion at any location where its employees work. Any violation should be reported to the company EEO Officer.

S Stringer
Sandra Stringer – EEO Officer

Kal Kincaid
Kal Kincaid – Division President

February 11, 2013

Kal A Kincaid
9680 Manion Court
Beaumont, Texas 77706
409-861-3723 (h)
409-284-2568 (c)

Professional Experience

President
APAC-Texas, Inc. – Trotti & Thomson Division 2005 - Present

Responsible for safety, leadership, people development, strategic planning, performance and growth of the Division in and around southeast Texas.

Vice President Estimating & Marketing 2001 - 2005
APAC-Texas, Inc. – Trotti & Thomson Division

Duties include responsibility of overseeing estimating and sales/marketing groups at divisional level. In addition to indirect management of field personnel in certain cases, the responsibility included direct supervising and training of 4 estimators, and sales/marketing staff of 2 – 3.

Some of the duties included:

- Actively participate in identifying, selecting and bidding jobs within our market
- Manage all estimating resources, and review most bids prior to being submitted
- Identify training needs of direct reports, and facilitate scheduling and completion of same
- Implemented customer database for sales/marketing personnel that tracks financial data, sales visits and pertinent data
- Prepare and provide forecast data for FOB asphalt and material sales
- Built/fostered relationships with existing and potential clients

Estimator (Senior) 1996 - 2001
APAC-Texas, Inc. – Trotti & Thomson Division 1991 – 1996

Completed all functions of bid preparation. Early career consisted of smaller project visits, take-offs, and bid preparation. At senior level, project magnitude increased to larger, more complex project bids prepared with minimal oversight/supervision.

Some of the duties included:

- Make field visits to ascertain details of project for bid preparation
- Prepare all costs to accurately project bid price
- Negotiate all purchase orders, change orders and subcontract work after project award

- Work with field personnel to communicate estimate theory and job opportunities/constraints.
- Managed several construction projects from bid through final completion to extend construction knowledge

Engineering Tech I through IV 1986 – 1991
Texas Department of Highways – Silsbee Resident Engineering Office

- Designed and prepared construction project plans for letting in our area
- Inspected construction projects as TXDOT representative
- Measured and prepared all daily reports and monthly pay estimates

Galewsky & Johnston Consulting Engineers 1984 – 1986
Beaumont, Tx

- Reviewed construction plans for constructability
- Approved submittals proposed for use on construction projects
- Field inspected project sites for conformity checks relating to plans and specifications

Education

Associated of Applied Science (AAS) in Drafting Technology, Lamar University, Beaumont, Texas, 1984

Bachelors of Science (BS) in Industrial Engineering, Lamar University, Beaumont, Texas, 2005

Louisiana State University Executive Development Program, 1998 - 2000
APAC Leadership Institute, 2001
Indiana University, Ashland Finance, 2005

Organizations

AGC - Beaumont Area Chairman (2003 – 2005)(2011 – present)
Public Affairs Officer (2000 – 2003)(2005 – 2011)
Statewide Board Member (2010 – present)

ABC – Past Chairman (2001)(2006)(2012)
Existing Executive Board Member

Texas Asphalt Paving Association - Board Member (2005 – 2008)
Board Sec/Treasurer (2010)
Board Chairman (2011)

Beaumont Rotary Club (1997 – present)
Greater Beaumont Chamber of Commerce Board Member (2010 – present)
Greater Beaumont Chamber of Commerce Transportation Committee Chairman (2012 – present)
Lamar University Advisory Board (Constructions Management) (2010 – present)

Timothy Saenz

Quality Control Manager
APAC, Texas – Trotti & Thomson Division

Tim has been involved in the construction materials industry for over 25 years. His passion for materials and project quality grew throughout his career and has provided many with technical solutions that they have come to value. He is focused on developing a sustainable business that is relevant in today's competitive and technically evolving market.

Tim has managed iconic infrastructure projects such as the Wake Island Runway Replacement, LAX Runway 25L Replacement, Long Beach Airport run way reconstruction, LAX run way expansion, I-710 Long Life Pavement Rehabilitation and various city/county quality assurance programs. He has actively assisted Caltrans in the development of the section 39 HMA specifications and was the technical co-chair partnering with industry and academia on the new Superpave specifications. Tim has also managed complex infrastructure quality programs for design-build and design-bid-build projects. Over his career, he has acted as the quality manager for hundreds of statewide hot mix asphalt projects.

Tim has been a business leader for over 20 years and has established various practices throughout the materials industry. His accomplishments include growing technical capabilities, laboratory development, marketing plans, business financial matrices, coaching and leadership.

Tim is an active member of the Texas Asphalt Pavement Association and the A.G.C., Association, American Public Works Association (APWA), Construction Management Association of America and American Concrete Institute.

Tim is the Quality Control Manager in charge of the technical and administrative needs of the assigned APAC – Trotti & Thomson Division Quality Control personnel and laboratories.

EDUCATION

Bachelors in Business Administration from University of La Verne

PROFESSIONAL CERTIFICATES, LICENSES, AFFILIATIONS

NICET Level II and III – Construction Materials
Nuclear Compaction Gauge Operators Certificate
American Concrete Institute
National Asphalt Pavement Association
Texas Asphalt Pavement Association
Association of General Contractors

Tim is in charge of the day-to-day operations pertaining to the company's Quality Control Department. He is responsible for personnel training and certification program, personnel project assignment as well as technical aspects of testing and inspection. Tim has been involved in all aspects of field exploration and data analysis. He has worked on pavement evaluation, construction inspection and design projects.

Tim acts as quality control manager for inspection and testing projects, including; public works, airport, highway, and building construction. He maintains daily communication with the client's project managers regarding their staffing and testing needs as well as cost tracking and budget analysis. His work on asphalt paving and forensic pavement investigation projects has ranged from proposal preparation, field and

laboratory testing supervision, engineering calculations and report preparation, presenting related recommendations.

Tim's duties as a Quality Control Manager include providing oversight for the internal Quality Assurance programs, to assure compliance with the test methods as well as quality requirements of Texas Department of Transportation, FAA and AASTHO. He is responsible for personnel training and certification programs, personnel project assignment, performance reviews, as well as technical aspects of testing and inspection.

Tim is experienced in all aspects of Quality Control and Quality Assurance inspection and testing on airport and highway construction projects. He has acted as a Quality Control Manager, Project Engineer, and Project Quality Manager, performing the duties as required by each.

PROFESSIONAL EXPERIENCE:

APAC- Texas
Trotti & Thomson, Division
QUALITY CONTROL MANAGER, TECHNICAL SERVICES

- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service
- Responsible for all quality control and quality assurance for Asphalt, Aggregate, Ready-Mix material and Construction
- Develop and implement innovative approaches for ready-mix and asphalt designs to meet customer needs and assist customers to be more competitive via product design and quality
- Develop and implement design for optimizing recyclable products
- Ensure the products produced or sold are quality products which consistently meet our customers' expectations and be the standard-setter with regard to quality, service and technical support
- Develop effective succession plans to ensure a consistent career progression for plant and lab personnel and develop a growth and training plan to a establish bench strength
- Investigate defective materials issue determining root cause(s) and develop sound solutions
- Ensure effective fiscal and budgetary management, including collection and disbursement of funds, purchasing processes, contract administration, equipment inventory, grants and categorical program compliance and fiscal accountability, payroll, and budget control processes.
- Offer expert witness services in legal matters and review the status of all forensic investigations
- Develop business practices, ensuring compliance with applicable statutes, regulations, and Company policies and procedures.
- Manage Safety, Health and Environmental procedures for all Technical Services facilities and staff.
- Coordinate the maintenance and integrity of the company's technical services equipment and staff development.
- Develop and maintain liaison between operations, sales and our customers as well as with government agencies.
- Develop and provide knowledge, technical and educational assistance to improve quality and minimize issues.
- Develop and provided leadership for the Quality System Protocols for adherence to all accreditations (AMRL, CCRL, Texas Department of Transportation) and procedural requirements

for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Represent the company at industry meeting and events, government and community meetings and committees
- Established departmental goals in keeping with the area's mission, expectation and priorities
- Supervision and administration of Technical Services Staff and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for analysis and engineering evaluation.
- Work on plant permitting and aggregate forecasting as well as assistant with aggregate negotiations.

RMA Group
Project Manager for Engineering and Materials

- Caltrans Liaison for several high profile projects which include the I405, Gerald Desmond Bridge, I15 and I215 Devore interchange project. The construction cost for these projects is over $9 billion.
- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Develop proposals for construction inspection and testing. Negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Develop and evaluated business marketing services to successfully support the mission of the Company and develop new business opportunities
- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service

Vulcan Materials Company
Southern California Region, Western Division
AREA MANAGER, TECHNICAL SERVICES – SOUTHERN CALIFORNIA

- Direct the overall Quality Control/Control/Quality Assurance programs and provided product knowledge and technical support to Operations and Sales for the Region.
- Review the quality assurance programs within the region to ensure continuous product improvement and excellent customer service
- Responsible for all quality control and quality assurance for a high volume, high complex region which included Asphalt (over 3 million tons annually), Aggregate (over 12 million tons annually) and Ready-Mix materials (over 400k cubic yards annually)
- Develop and implement innovative approaches for ready-mix and asphalt designs to meet customer needs and assist customers to be more competitive via product design and quality
- Develop and implement design for sustainable/'Green' products
- Ensure the products (Aggregates, Hot Mix Asphalt and Ready Mix Concrete) produced are quality products which consistently meet our customers' expectations and be the standard-setter with regard to quality, service and technical support
- Develop effective succession plans to ensure a consistent career progression for plant and lab personnel and develop a growth and training plan to a establish bench strength
- Investigate defective materials issue determining root cause(s) and develop sound solutions

- Ensure effective fiscal and budgetary management, including collection and disbursement of funds, purchasing processes, contract administration, equipment inventory, grants and categorical program compliance and fiscal accountability, payroll, and budget control processes.
- Offer expert witness services in legal matters and review the status of all forensic investigations
- Develop, monitor, and maintain Regional Technical annual budget in accordance with Company policies and procedures.
- Prepare financial projections and reports and make recommendations to ensure compliance with financial goals and objectives.
- Develop business practices, ensuring compliance with applicable statutes, regulations, and Company policies and procedures.
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Oversee technical service operations and facilities for Southern California Region. Provide technical and administrative support to operations, sales, customers and governing agencies in support of the mission and vision of the Company. Coordinate technical staff recruitment and employment processes as assigned, monitor staff personnel file maintenance.
- Manage Safety, Health and Environmental procedures for all Technical Services facilities and staff.
- Coordinate the maintenance and integrity of the company's technical services equipment and staff development.
- Develop and maintain liaison between operations, sales and our customers as well as with government agencies.
- Develop and provide knowledge, technical and educational assistance to improve quality and minimize issues.
- Develop and provided leadership for the Quality System Protocols for adherence to all accreditations (AMRL, CCRL, City of Los Angeles, California Department of Transportation) and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Represented the company at industry meeting and events, government and community meetings and committees
- Established departmental goals in keeping with the area's mission, expectation and priorities
- Supervision and administration of Technical Services Staff and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for analysis. and engineering evaluation.

Merrell Engineering Company
PROJECT MANAGER FOR ENGINEERING AND MATERIALS

- Developed Construction specifications for a variety of public and private projects
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Developed and Maintained Quality System Protocols for adherence to all accreditations and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Contract administration for a variety of public and private construction projects which include review and approval of change orders and construction materials submittals
- Construction management for a variety public and private construction projects
- Design/review of asphalt and concrete mix designs for commercial, governmental and residential projects. Also design of asphalt and concrete structural sections for roadways

- Field investigations relating to soils, concrete, asphalt and other construction repair/replacement, including determining the cause and solution.
- Supervision and administration of construction inspectors, field/laboratory technicians and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for construction inspection, testing, field investigations, analysis and engineering evaluation.
- Developed engineering reports for preliminary soils investigations, Phase I and II environmental investigations, site feasibility studies, engineering cost analysis,
- The development of the company's planning processes, including the Strategic Plan, Construction and Scheduled Maintenance Plans, Space Inventory Plan, Technology Plan, and Safety and Risk Management Plans.
- Develop proposals for construction inspection and testing, Preliminary soils investigation, and negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Responsible for radioactive nuclear density gauges (Radiation Safety Officer)
- Led, developed, directed and evaluated business marketing services, technology and information services, maintenance and operations, to successfully support the mission of the Company.
- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Established goals for departments to keep with the company's mission, expectations and priorities
- Provided leadership for company's accreditation process
-

City of Las Vegas
RESIDENT ENGINEERING CONSTRUCTION INSPECTOR

- Responsible for inspection of work performed in the public right of way including but not limited to subdivisions, permits, sanitary sewer, waste water system, street improvements, underground utilities, structural concrete, flood control, traffic control plans, electrical conduit for traffic signals and street lighting, and construction materials
- Inspected work for quality and materials used in a variety of public work projects during various stages of construction to ensure compliance with applicable codes, ordinances and regulations
- Review technical data, reports and other pertinent data submitted for materials or procedure to be used for construction on projects.
- Responsible for enforcing public safety on construction sites or within the public right of way
- Prepared documentation for release or non-release of construction bonds
- Prepared recommendations/resolutions concerning non-conforming issues with construction within the public right of way for director approval

Hanson Materials (Bonanza Materials and Industrial Construction), Las Vegas, NV 1994 to 1996
TECHNICAL SERVICES MANAGER

- Supervision/administration of quality control laboratory/field technicians
- Review and oversee field and laboratory testing, technical data and reports
- Schedule assignments for technicians; developed new and modified existing in-house training and quality control/assurance programs
- Developed new and modified existing quality control sampling and testing (plant and field) programs for ready mix concrete batch plants, continuous mix asphalt plant and aggregate plant.
- Supported construction operations and production operations with pertinent reports to improve operations

- Design/review concrete and asphalt mix designs for private, commercial, local, state and federal projects which included performing and reviewing laboratory testing for verification of design criteria. Prepared reports for presentation to developers, engineers, jurisdictional agencies and local citizenry
- Developed training program for construction and operation staff in techniques in handling, storing, transporting and placing materials to help minimize contamination and possible call back situations
- Performed customer services on a daily basis
- Reviewed project specifications for development and design of concrete and asphalt mixes for bidding/proposals and feasibility
- Provided technical reports to department managers to assist in developing a quality product, economically, expeditiously while enhancing customer service
- Responsible for time management, department costs, budgeting and assisted in the development of cost proposals
- Responsible for meeting with local, state and federal agencies regarding quality control promotion of our products and any possible situations
- Responsible for radioactive nuclear gauges for density testing and laboratory testing of asphalt binder content

Kenyon & Associates Inc. (Civil Engineering, Land Surveying and Construction Materials Firm)
PROJECT MANAGER

- Developed Construction specifications for a variety of public and private projects
- Developed budgets that ensure fiscal stability while providing resources to support ongoing operations and capital projects.
- Developed and Maintained Quality System Protocols for adherence to all accreditations and procedural requirements for strict adherence for standardized sampling and testing procedures. As well to increase overall efficiency and effectiveness of department
- Contract administration for a variety of public and private construction projects which include review and approval of change orders and construction materials submittals
- Construction management for a variety public and private construction projects
- Design/review of asphalt and concrete mix designs for commercial, governmental and residential projects. Also design of asphalt and concrete structural sections for roadways
- Field investigations relating to soils, concrete, asphalt and other construction repair/replacement, including determining the cause and solution.
- Supervision and administration of construction inspectors, field/laboratory technicians and administrative personnel. Review and oversee all field/laboratory testing and technical data and reports. Preparation of reports for construction inspection, testing, field investigations, analysis and engineering evaluation.
- Developed engineering reports for preliminary soils investigations, Phase I and II environmental investigations, site feasibility studies, engineering cost analysis,
- The development of the company's planning processes, including the Strategic Plan, Construction and Scheduled Maintenance Plans, Space Inventory Plan, Technology Plan, and Safety and Risk Management Plans.
- Develop proposals for construction inspection and testing, Preliminary soils investigation, and negotiate contracts for projects. Manage project costs to maintain customers' expectations
- Responsible for time management, department costs, budgeting and cost proposals
- Responsible for radioactive nuclear density gauges (Radiation Safety Officer)
- Led, developed, directed and evaluated business marketing services, technology and information services, maintenance and operations, to successfully support the mission of the Company.

- Coordinated with the coordinate with customer and governing agency to administer efficient and effective services, planning, and project delivery.
- Established goals for departments to keep with the company's mission, expectations and priorities
- Provided leadership for company's accreditation process

ADDITIONAL EXPERIENCE and Ad Hoc Committees:

California Construction and Industrial Materials Association, Technical Co-Chair	2010 to 2013
Asphalt Pavement Association of California, Technical Committee Co-Chair	2005 to 2013
American Society for Testing and Materials (ASTM) D4 and C9 Committee	2003 to Present
American Concrete Institute International, Houston, San Diego and Los Angeles Chapter	1998 to Present
Texas Asphalt Pavement Association	2013 to Present
Association of General Contractors	2013 to Present
Council Member and Redevelopment Agency Co-Chair, City of Barstow	2008 to 2012
Desert Mountain Solid Waste Advisory Committee/ Joint Powers Authority Board Member	2008 to 2012
Southern California Association of Governments, General Member	2008 to 2012
Standard Specifications for Public Works Construction ('Greenbook') Committee Member	2003 to Present
Caltrans Section 39 (Hot Mix Asphalt) Technical Committee, Co-Chair	2010 to 2013
Caltrans SuperPave (Hot Mix Asphalt) Technical Committee Co-Chair	2010 to 2013
Caltrans Recycled Asphalt Pavement/Recycled Asphalt Shingles Co-Chair	2012 to 2013
Caltrans Section 90 (Portland Cement Concrete) Technical Committee, Member	2010 to 2012
Barstow Fire Protection District, Board Member	2010 to 2012
San Bernardino County Flood Zone 4 Advisory Committee Co-chair	2010 to 2012
National Ready Mix Concrete Association Level 2 & 3 certified	
National Institute of Certified Engineering Technologist Levels 2 and 3	
American Concrete Institute Certified	

EDUCATION:

B.A., Business Administration	University of La Verne, La Verne, CA
A.S. Mathematics and Science	Barstow College, Barstow, CA

Scott N. Blanchard

7020 Royal Meadows Street
Port Arthur, Texas 77642

Phone: (409) 853-1372 Email: scnblanc@yahoo.com

EDUCATION

Lamar University — **Beaumont, Texas**
Bachelor of Science Degree in Civil Engineering

Monsignor Kelly Catholic High School — **Beaumont, Texas**

EXPERIENCE

July 7, 2008 - Present

APAC-Texas, Inc. Trotti & Thomson Division — **Beaumont, Texas**

Estimating Manager/Estimator

Identify divisional market opportunities and formulate appropriate strategy to secure potential work
Review proposal specifications and bid documents
Determine project scope, prepare quantity takeoffs and prepare detailed cost estimates
Oversee daily operations of the estimating department
Interact with operations to maintain project profitability, discuss issues related to current projects and ensure information is accurately distributed from the estimating department to operations
Interact with accounting department to ensure projects are billed accurately, promptly and according to owner's terms and conditions
Update and maintain estimating database
Interact with clients and owners to work through issues and ensure our company is responsive to their needs
Review construction drawings and recommend constructability alternatives based on cost, engineering quality, or material availability

October 4, 2005 - July 3, 2008

APAC-Texas, Inc. Trotti & Thomson Division — **Beaumont, Texas**

Project Manager

Interstate 10 Frontage Roads: $7 Million Reconstruction Project
US Highway 90 Nome, Texas: $8 Million Highway Widening Project
Fort Polk Army Base Fort Polk, Louisiana: AIM Concrete Airfield Project

Responsible for the project's scheduling, performance and safety
Ensure quality work that complies with applicable codes, drawings and DOT specifications
Prepare weekly status reports and analyze monthly closeout reports to track revenue, cost and maintain project profitability
Provide technical support and direct project material control
Determine changes in scope of work and create change orders

Coordinate with Texas Department of Transportation officials, APAC employees, subcontractors and the general public to convey information, discuss problems and maintain an efficient project progression

May 3, 2004 - October 3, 2005

APAC-Texas, Inc. Trotti & Thomson Division **Beaumont, Texas**

Assistant Project Manager/Project Engineer

US Highway 96 Buna, Texas: Highway Widening Project
US Highway 96 Kirbyville, Texas: Highway Widening Project
FM 2246 Evadale, Texas: Asphalt Base Repair/Asphalt Overlay Project
Fort Polk Army Base Fort Polk, Louisiana: UAV Concrete Taxiway Project

Assist project manager in all facets of highway construction
Provide material takeoff quantities to ensure accuracy during the procurement of materials and monthly payment requisitions
Provide monthly financial analysis to optimize construction margins and forecast future costs
Systematize project data and create spreadsheets
Perform stockpile inventory calculations to report material quantities inventoried at asphalt plants

December 19, 2003 - April 8, 2004

Mallard Control/Flo-Tron Inc. **Beaumont, Texas**

Clean and prepare oil field valves, regulators, housings, and other materials for primer and paint
Stock assembly shelves with proper parts to enable assembly technicians to build product lines
Test valve bodies to identify possible defects and maintain quality control
Assist in the construction and testing of pressure regulators

CERTIFICATIONS

American Concrete Institute Concrete Strength Testing Technician
American Concrete Institute Concrete Field Testing Technician - Grade 1
Texas Engineering Extension Service Work Zone Traffic Control
Construction Project Management Training

COMPUTER SKILLS

Microsoft Applications (Word, Excel, PowerPoint, Works Suite, Outlook), WordPerfect, Lotus Notes, Viewpoint, JD Edwards, Terramodel, Primavera, HeavyBid Estimating Software

Michael L Welbie
191 CR 797, Buna, Tx. 77612
(409) 994-2265
Mk6263@peoplepc.com

CONSTRUCTION MANAGER/SUPERINTENDENT

EXPERIENCE 25 years in construction supervision, including accurate takeoffs, estimating, budgeting, contracting, purchasing, and invoicing.

Experience in full on-site construction management and land development; effectively schedule, monitor, and inspect all work from start to customer orientation.

Work effectively with architects, engineers, developers, contractors, inspectors, city officials, agents, and customers.

EMPLOYMENT **APAC-TX. INC. , Beaumont, Tx.** **6/89-Present**

Grading Superintendent – 1/ 2004 - Present

Responsible for scheduling multiple work crews, subcontractors, materials, and equipment for all division projects.
Participate in research and estimating of potential projects.
Negotiate change orders, material sources, and lease agreements.
Schedule, monitor, and inspect all work from start to customer orientation.
Maintain budgets, process invoices, and control overhead costs.

Project Manager – 6/ 2000 – 1/ 2004

Responsible for scheduling personnel, subcontractors, and materials for specific projects.
Create, maintain, and update progress schedules.
Maintain project budgets, accurately record and report monthly project cost reports, and control project overhead costs.
Maintain customer, public, and media relations.

(Specific Projects as Project Manager)

TxDOT- US96 Evadale Overpass	contract amount $ 17,000,000
TxDOT- FM 105 Reconstruct Vidor	contract amount $ 7,000,000
TxDOT- FM 327 Reconstruct Silsbee	contract amount $ 3,000,000

Project Superintendent – 1995 – 6/ 2000

Coordinate and oversee day to day operations of specific projects.
Responsible for hiring, training, and monitoring project personnel.
Responsible for maintaining activity budgets and schedules.

(Specific Projects as Project Superintendent)

TxDOT- IH 10 College St. Overpass	Contract amount $ 21,000,000
Ato Fina – Pipe rack foundations	Contract amount $ 600,000
Basis Petroleum – Install conc. roads & storm drainage in new facility	Contract amount $ 3,000,000

Grading Foreman – 1992 – 1995

Mainly responsible for labor, equipment, and duties required for any operations involving subgrade prep, stabilization, grading, and base courses also structural, and drainage excavations.

During my time as a grading foreman, I also worked my crew doing any other available types of work including concrete paving, concrete structures, underground utilities, and asphalt paving during periods of unavailable grading type work.

My crew exceeded estimated production on every assigned task, and upheld a perfect safety record during this period.

Hvy. Equipment Operator - 1989 – 1992

Assigned to operate and maintain any hydraulic heavy equipment to perform needs of all highway, bridge, commercial, and industrial construction.

ALLCO Construction, Beaumont, Tx. 1987 - 1989

Hvy. Equipment operator, lead man performing utility and commercial construction.

Rose Construction, Atlanta, Ga. 1985-1987

Foreman performing site development for commercial and industrial projects.

Jim Walters Construction, Buna, Tx. 1982-1985

82- Laborer / 83- equipment operator / 84 thru 85 foreman performing underground utility installation.

EDUCATION

Sam Houston High School – Moss Bluff, La. Grad. 1981

Ashland online University

Competed courses include; Legal Compliance
Financial Responsibility
Project Management
Employee Management
Diversity Understanding
Market Development

Texas A&M University sponsored training

Completed courses include; Competent Excavation Safety
State and Federal Highway Const. standards
State and Federal Barricade standards

Southern Technical Institute

Computer Science

Kenneth Pierce

201 Parkway
Lumberton, TX 77657

PH: 409-866-1444
Fax: 409-866-1032

Work History

2000-present	APAC-Texas, Inc. Production Manager Oversee production at the asphalt plant and all asphalt operations on company projects.	Beaumont, TX
1986 – 2000	APAC-Texas, Inc. Foreman Oversee asphalt crew to complete asphalt/grading projects on city, state, county and privately owned projects.	Beaumont, TX
1981 – 1986	Self Employed Asphalt Contractor Contracted asphalt work for companies and private owners.	Beaumont, TX
1973 – 1981	APAC-Texas, Inc. Operator After graduating high school, worked as equipment operator on various types of asphalt projects.	Beaumont, TX

Education

2002	**Plant Services Seminar** APAC, Inc.	Atlanta, GA
	Traffic Control Texas A&M University	Beaumont, TX
2001	**Train – The Trainer Flagger** Texas A&M University	Houston, TX
	ASTEC Plant System Executive Seminar	Chattanooga, TN
	Supervisor Training APAC, Inc.	Atlanta, GA
1973 – 1974	Lamar University	Beaumont, TX
1969 – 1973	South Park High School	Beaumont, TX

Aldo Roberto Lopez

2202 South Ave. Orange, TX 77630
Home Phone (409) 670-3412
Email Address: aldorobertolopez@gmail.com

OBJECTIVE

To secure employment as a Construction Manager with a progressive, goal oriented company. Major emphasis on Heavy Highway and Industrial site development projects.

EDUCATION

1999 High School Diploma, West Orange-Stark High School, West Orange, TX

WORK HISTORY

2004-Present **APAC-TEXAS, INC. BEAUMONT, TX**

2008- *Project Manager:*

Projects range from TxDot Highways and Bridges to Miscellaneous Private Work (mostly Industrial) of a 50,000 to 8 million-dollar values. Most recent project being a mill and asphalt pave for CEP Port Arthur Project in Motiva. Daily tasks included daily JSA's and permit request, coordinate activities with Motiva and Apac, accurate quantity planning for next day task and successfully finish daily activities with no injuries. Previous projects include mill and pave for Exxon Mobil Refinery, mill and pave for TOTAL Petrochemicals in Port Arthur, TX, Widen and Rehabilitate FM 365 in Port Arthur for TxDot (relocated from the project to manage job in TOTAL Petrochemicals) , Rehabilitate Ferry Drive Road for the City of Bridge City, mill and pave several areas scattered around Jefferson, Orange and Harding County for TxDot, Rehabilitate and Pave FM 1442 for TxDot and construct two new roads and high security gates for Exxon Mobil Refinery in Beaumont, TX. Mill and level up portion of SH 82 between Sh 73 and Sh 87 and build new Alligator Bayou Bridge.

2008-2008

Foreman:

Assist with daily activities in the construction of the Heavy Haul Road and the Effluent Area road repair for CEP Port Arthur in Motiva as well as figuring quantities of limestone and road survey.

2006-2008

Surveyor:

Responsible for accurate material placement, proper road location, layout and elevation control on three major projects (US 96 4 lane divided Highway in Jasper, TX, US 90 4 lane divided highway in Nome, TX and US 69 4 lane divided highway in Netherland, TX. Responsible for Inventory of stock piles at both asphalt plants in Beaumont and one Jasper, TX

2004-2006 *Instrument Person:*

Main role was to layout and control grade elevation with the use of GPS equipment, robotic and conventional Total Station and conventional level.

2000-2004 ***ANGELO IAFRATE CONSTRUCTION, LLC. BATON ROUGE, LA.***

2002-2004 *Surveyor:*

Traveled to several towns between Texas and Louisiana to layout and control grading and elevations on different projects. In Texas, Intersection of I-10 and SH 62 in Orange required grading, elevation and layout for main lanes, frontage roads and bridge. US 190 in Trinity required grading, elevation and layout for new two lane addition to a two mile section of highway. In Louisiana, intersection of I-10 and Louisiana Ave. in Lafayette and US 171 in Deridder, both required grading, elevation, layout and alignment control for new bridge and 2 mile rehabilitation of roadway and 1.5 mile section of Oberlin and 4 mile of new highway at intersection of US 165 and SH 10.
I left the company because I had a chance to perform the same work with a local company instead of constantly traveling out of town.

2001-2002 *Instrument Person:*

Main role was to layout and control grade elevation with the use of GPS equipment, robotic and conventional Total Station and conventional level.

2000-2001 *Laborer:*

Performed different tasks to help crews meet the daily performance goal, pipe laying, silt fence installation, pump water, stake chasing, stake driving, elevation, spot check to also perform the role of an instrument person's rod man.

*2000-2004 *Translator:*

From the time I was hired until my last day with the employer due to the high volume of Spanish speaking employees, I performed the task of translating daily safety meetings for crews who did not have an available Spanish speaking person. Assisted the safety department on incident investigation and reporting occasionally when translating was needed.

CONTINUING EDUCATION

2012	Field Safety (NCCER Safety Course)
2010	Safety Leadership Team
2010	CPR refresher course
2009	Trenching and Shoring
2008	CPR course

REFERENCES

Michael Weible, Superintendant, APAC-Texas, Inc. Beaumont, TX.
(409) 781-2082

Scott Blanchard, Senior Estimator, APAC-Texas, Inc. Beaumont, TX
(409) 284-7734

Johnathan Murphy
7630 Homer Drive Beaumont, TX 77708
(409) 284-4124
Jonathan.Murphy@apac.com

Professional Profile

Endeavored as an employee for 5 years with APAC with multiple roles and responsibilities in construction.

- Skilled in Microsoft Excel
- Proficient Use of several survey and design programs including AutoCAD and Trimble based software
- Primavera Scheduling software knowledgeable
- Skilled user of Construction survey equipment including robotic/standard total stations, GPS units, and laser based equipment
- Experienced in equipment operation and capabilities
- Adept use of financial software and incorporation into daily operations

Professional Accomplishments

Safety

- NCCER Certified
- OSHA 30 Certified
- First Aid & CPR Certified
- Flagger Certified

Project Management

- OPS Project Management Training
- Oracle Primavera Training
- Heavy Bid Tool Training

Survey

- Trimble Business Center-HCE Training
- Trimble/Cat-Accugrade Proficient
- TDS/COGO & Survey Pro Competent
- AutoCAD Adept

Work History

Project Lead	APAC-Texas, Inc. Beaumont, TX	4/11 to Current
Party Chief Surveyor	APAC-Texas, Inc. Beaumont, TX	4/09 to 4/11
Instrument Person	APAC-Texas, Inc. Beaumont, TX	4/07 to 4/09

Education

General Studies	Lamar University, Beaumont, TX	Currently Pursuing

Johnathan Murphy•(409) 284-4124•Jonathan.Murphy@apac.com

High School Diploma	Spurger High School, Spurger, TX	Graduated Magna Cum Laude

References

References are available upon request.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-Texas, Inc.
PO BOX 20779
Beaumont, TX 77720-0779

NAME AND ADDRESS OF INSURED

Liberty Mutual. INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE ☐ CONTINUOUS ☐ EXTENDED ☑ POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION	9/1/2014	WA7-C8D-004095-023 WC7-C81-004095-013	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY WI	**EMPLOYERS LIABILITY** Bodily Injury by Accident $1,000,000 Each Accident Bodily Injury By Disease $1,000,000 Policy Limit Bodily Injury By Disease $1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY ☑ OCCURRENCE ☐ CLAIMS MADE	9/1/2014 RETRO DATE	TB2-C81-004095-113	General Aggregate $2,000,000 Products / Completed Operations Aggregate $2,000,000 Each Occurrence $2,000,000 Personal & Advertising Injury $2,000,000 Per Person / Organization Other FIRE DAMAGE $100,000	Other PER PROJECT AGGREGATE Medical Exp-$5,000
AUTOMOBILE LIABILITY ☑ OWNED ☑ NON-OWNED ☑ HIRED	9/1/2014	AS2-C81-004095-123	$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER EVIDENCE OF COVERAGE			Auto: Comp Ded $10,000/Coll Ded $10,000	

ADDITIONAL COMMENTS

Certificate holder is named as additional insured and Waiver of subrogation applies.

SAMPLE ONLY - certificate to be issued upon award.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

SAMPLE
CERTIFICATE ONLY

Stanley S. Esposito, Jr.

Stan Esposito
AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 **/**/**
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

CERT NO.: 17400488 CLIENT CODE: LM_44 Nicholas Misoni 8/26/2013 3:33:09 PM Page 1 of 1

LDI COI 268896 02 11

XL SPECIALTY INSURANCE COMPANY
RATES
EFFECTIVE 1-3-2012

CLASS	FLAT RATE Per $1,000
Class A-1 - Paving	$1.66
Class A & B - Road, Highway & Heavy	$2.60
Design/Build Class A & B	$3.75
Supply	$1.25
Maintenance/Warranty	$1.25/YR
Reclamation Bonds	$2.60/YR
Commercial	$2.60/YR

Minimum Premium: $100.00

Contract Bonds: Rate is charged on Contract Amount.

Non-Contract Bonds: Billed annually until canceled or released.

Time Surcharge for projects that extend beyond 24 months: 1% for each additional month.

Warranty/Maintenance Bonds: 1st year covered under P&P bond and each additional year is charged at the rate above.

Class A-1 Paving - Surfacing, Resurfacing or Repairs to Surface on Existing Roads, Parking Lots or Other Existing Hard Surfaces. On all contracts (except road oiling contracts) which do not include clearing, grading, drainage, soil stabilization, curve elimination, widening bridges or base construction.

Class A & B - Road, Highway & Heavy - All contracts which include clearing, grading, drainage, soil stabilization, curve elimination, widening, bridges, base construction and all contracts for surfacing new roads. Engineering construction, concrete and excavation work and work performed under ground and in/or under water.

518

P.O. Box 20779 Beaumont, Texas 77720

TX license # 4820606

BID DOCUMENTS

FOR

RUNWAY 16/34 REHABILITATION AT JACK BROOKS REGIONAL AIRPORT

BID NO: 14-027/KJS

DUE: July 22, 2014 AT 11:00 AM

JEFFERSON COUNTY PURCHASING DIVISION

ATTN: JEFFERSON COUNTY PURCHASING AGENT

1149 PEARL ST., 1ST FLOOR

BEAUMONT, TX 77701

07-22-14A10:27 CEDL

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): I, II, III, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

EASTERN AVIATION FUELS
Company Name

601 N. McCARTHY BLVD
Address

NEW BERN NC 28562
City State Zip

Signature of Person Authorized to Sign

ROBERT L. STALLINGS, III
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

BYRON GRAY
Name

972 358 6809
Phone Fax

BYRON@EASTERNAVIATIONFUELS.COM
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) Years from August 1, 2014 through July 31, 2017.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-015/JW, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Date

Bidder Shall Return Completed Form with Offer.

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the_____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following RESOLUTION was adopted:

WHEREAS, *JIM STOTT*, beginning as a Jefferson County Probation Officer, has dedicated over 35 years of his life to the service of Jefferson County and it's citizens, and in February 2009, was appointed by the Jefferson County Criminal Courts' Judges as Director of the Jefferson County Supervision and Corrections Department (Adult Probation Office), and

WHEREAS, *JIM STOTT,* has faithfully served the people of Jefferson County working diligently to preserve the integrity of the judicial system and assuring that justice was provided to all persons; and

WHEREAS, *JIM STOTT,* ensured the supervision of Defendants would be accomplished fairly and competently, with dignity, impartially and respect; and

WHEREAS, *JIM STOTT,* consistently exhibited the highest degree of leadership and professionalism, and will always be fondly admired and respected by all who know him.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend ***JIM STOTT,*** for his dedicated service to Jefferson County, congratulate him on his retirement, and wish him and his family well in all his future endeavors.

SIGNED this ____day of _____, 2014.

_____
Judge Jeff 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

STATE OF TEXAS *
*
COUNTY OF JEFFERSON *

INTERLOCAL AGREEMENT

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and Jefferson County Drainage District No. 7, bodies politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Jack Brooks Regional Airport has, from time to time, capacity to provide temporary emergency shelter for Jefferson County Drainage District No. 7 employees and equipment during storm events, and;

WHEREAS, Jefferson County Drainage District No. 7, has, from time to time, the need to temporary emergency shelter employees and equipment during storm events, and;

WHEREAS, Jefferson County Drainage District No. 7, does not have the temporary emergency shelter suited for such events, and;

Now, therefore, know all men by these presents:

Jefferson County Drainage District No. 7 and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish temporary emergency shelter in the Jerry Ware General Aviation Terminal during storm events that require Jefferson County Drainage District No. 7 staff and employees to evacuate to higher ground subject to requirements of Section 791.027 of the Government Code.
2. Jefferson County Drainage District No. 7 shall provide necessary equipment a nd materials for employees comfort and safety during temporary shelter.
3. Any facility alterations requested by Jefferson County Drainage District No. 7 for temporary emergency shelter activities shall be determined and mutually agreed upon from time to time depending upon the scope of alterations.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Jefferson County Drainage District No. 7 is assuming the risk of utilizing said shelter during a storm event.
8. The provision by Jefferson County of temporary Emergency Shelter shall at all times be subject to the availability of safe and suitable accommodations.

Executed on the 21st day of July, 2014.

Jeff R. Branick
Jefferson County Judge

Phil Kelley
Manager, Jefferson County
Drainage District No. 7

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704

Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: **Fran Lee, Auditing**

FROM: **Commissioner Eddie Arnold, R&B Pct #1**

DATE: **July 18, 2014**

RE: **Transfers**

Budget Transfers:
Transfer $5000.00 out of acct #111-0107-431-50-62 (travel expense) put into acct #111-0102-431-10-05 (extra help) to cover part time employee pay.

Transfer $1500.00 out of acct #111-0106-431-30-19 (culverts & pipe) put into acct #111-0102-431-10-05 (extra help) to cover part time employee pay.

Court

Transfers:
Transfer $1500.00 out of acct #111-0105-431-30-35 (kerosene/butane) put into acct #111-0105-431-30-37 (gasoline) for gasoline purchases.

Transfer $2500.00 out of acct #111-0105-431-30-83 (tires & tubes) put into acct #111-0105-431-30-37 (gasoline) for gasoline purchases.

Interserves

Please confirm when complete.

Patricia Nantz
R & B #1

CORY J. H. CRENSHAW
CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1085 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573

PAT KNAUTH
First Assistant

TO: Honorable Jeff Branick, County Judge

FROM: Cory Crenshaw

DATE: July 22, 2014

RE: Expense requested for DNA Testing – SARS Account Expense

Consider and approve budget transfer – DA Forfeiture – additional cost for DNA testing

735-0000-412-5099	**Miscellaneous**	**$9,049**
735-0000-412-1002	**Assistants & Clerks**	**$9,049**

I am requesting permission to spend $9,048.25 for DNA Testing to be paid out of our SARS Asset Forfeiture account. The DNA Testing is necessary in the investigation of a sexual predator who is an imminent threat to public safety in our community. I have contacted the Beaumont Police Department and they do not have the necessary budgeted funds to expend for this accelerated testing of DNA.

Respectfully,

Cory J. H. Crenshaw

Cc: Patrick Swain
Jefferson County Auditor

Unit #1
1295 Pearl Street
Beaumont, TX 77701
(409) 835-8530
(409) 839-2353-Fax

Unit #2
246 Dallas
Port Arthur, TX 77640
(409) 983-8380
(409) 983-8378-Fax

JEFFERSON COUNTY
Public Health Department
Wayne Morris, Administrative Director

MEMORANDUM

TO: Patrick Swain, County Auditor: Fran Lee, Budget Manager
CC: Dr. A.C. Walkes
FROM: Wayne Morris
DATE: July 24, 2014
SUBJECT: Transfer of funds requests (5074 &5075)

In an effort to continue uninterrupted services to the citizens of Jefferson County in daily operations, the writer is submitting the following two requests for the transfer of funds.

Unit I - 5074

TO:	**120-5074-441-5099 (MISCELLANEOUS)**	**$ 400.00**
FROM:	**120-5074-441-5082 (RELIEF-FOOD)**	**$ 400.00**

Interseries

UNIT II – 5075

TO:	**120-5075-4414052 (POSTAGE)**	**$1,500.00**
FROM:	**120-5075-441-5005 (MILEAGE)**	**$1,500.00**

Court

Thank you in advance for handling this matter.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2014

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

July 18, 2014

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of June 30, 2014 together with the results of operations of the budget for the ninth period then ended.

Revenue:

Total budgeted revenue collected for the month ending June 30, 2014 is $109,835,811. Budgeted Revenues are $120,094,477 leaving $10,258,666 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $82,816,471 for the first nine months of the year. This amount represents 98% of the budgeted amount of $84,630,980.

Sales Taxes:

Sixty-five percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $21,450,000.

Licenses & Permits:

Seventy-three percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $430,000 for the year.

Intergovernmental:

Eighty-three percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,497,541.

Fees:

A total of $10,181,722 of revenue for Fees has been collected. Revenue from Fees is budgeted to be $10,167,106 for the year.

Fines and Forfeitures:

Seventy-one percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,675,000.

Interest:

Seventy-eight percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be $219,850.

Other Revenues:

Ninety-eight percent of Other Revenues has been collected. Revenues from Other Revenues are budgeted to be $24,000 for the year.

Expenditures:

Overall for the County's budgeted funds, sixty-nine percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be $120,226,587, which includes General Funds and debt service funds, excluding budgeted transfers of $4,435,441 for the fiscal year ending September 30, 2014.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JUNE 30, 2014
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending June 30, 2014

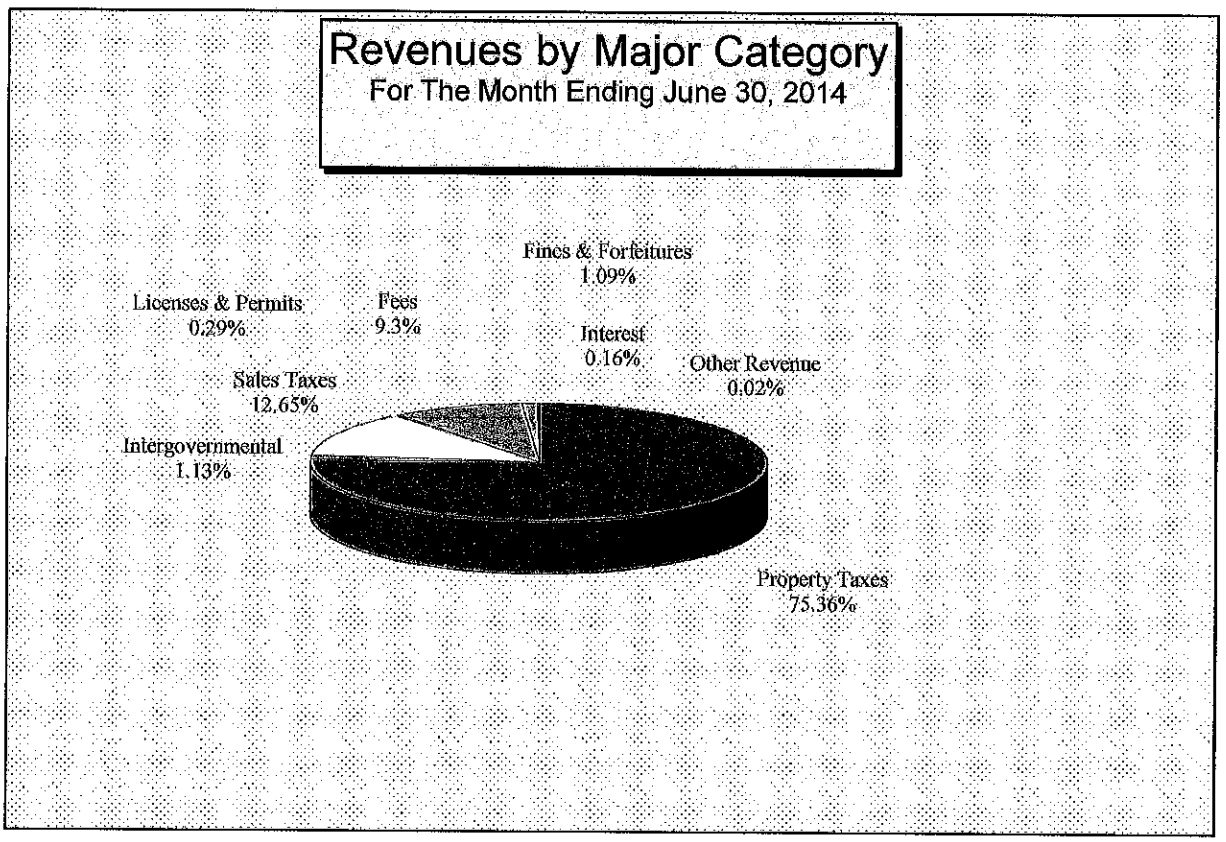
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 68,613,547	15,860,768	9,392,134	6,066,812	(737,655)	1,559,246	$ 100,754,852
Receivables & Prepaids	6,411,610	70,251	-	149,689	193,437	-	6,824,987
Intergovernmental Receivables	2,047,623	(6,082)	-	-	-	-	2,041,541
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	587,972	39,911	-	-	196,373	-	824,256
Other Assets	-	-	-	-	87,043,444	-	87,043,444
Total Assets	$ 77,810,752	$ 15,964,848	$ 9,392,134	$ 6,216,501	$ 86,695,599	$ 1,559,246	$ 197,639,080
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 2,755,218	431,033	-	-	54,388	1,711,178	$ 4,951,817
Intergovernmental Payables	360	7,022	-	-	52	-	7,434
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	5,639,417	82,624	-	130,866	457,967	-	6,310,874
Fund Balance/Equity	69,415,757	15,444,169	9,392,134	6,085,635	86,183,192	(151,932)	186,368,955
Total Liabilities and Fund Balance/Equity	$ 77,810,752	$ 15,964,848	$ 9,392,134	$ 6,216,501	$ 86,695,599	$ 1,559,246	$ 197,639,080

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending June 30, 2014

	5/31/2014	Month Ending 6/30/2014				6/30/2014
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 410,892	$ 109,339	$ 126,557	$ -	$ -	$ 393,674
Road & Bridge Pct. 1	1,721,311	67,272	113,687	-	-	1,674,896
Road & Bridge Pct. 2	638,656	62,125	110,472	-	-	590,309
Road & Bridge Pct. 3	954,872	57,171	109,698	-	-	902,345
Road & Bridge Pct. 4	1,385,536	76,354	159,430	-	-	1,302,460
Engineering Fund	322,887	1,461	68,828	-	-	255,520
Parks & Recreation	50,657	5,425	11,329	-	-	44,753
General Fund	63,316,398	2,863,267	7,104,860	-	-	59,074,805
Mosquito Control Fund	1,554,743	3,226	136,930	-	-	1,421,039
Tobacco Settlement Fund	3,754,757	1,199	-	-	-	3,755,956
Total General Funds	74,110,709	3,246,839	7,941,791	-	-	69,415,757
Total Special Revenue Funds	15,019,551	1,821,759	1,397,141	-	-	15,444,169
Total Capital Project Funds	9,774,991	4,430	387,287	-	-	9,392,134
Total Debt Service Funds	6,074,854	10,781	-	-	-	6,085,635
Total Enterprise Funds	86,152,362	487,193	456,363	-	-	86,183,192
Total Internal Service Funds	388,560	1,299,404	1,839,896	-	-	(151,932)
Total Balances	$ 191,521,027	$ 6,870,406	$ 12,022,478	$ -	$ -	$ 186,368,955

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending June 30, 2014

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 82,816,741	$ 84,630,980	$ 1,814,239	2.14%
Sales Taxes	13,895,372	21,450,000	7,554,628	35.22%
Licenses & Permits	313,449	430,000	116,551	27.10%
Intergovernmental	1,235,707	1,497,541	261,834	17.48%
Fees	10,181,722	10,167,106	(14,616)	-0.14%
Fines & Forfeitures	1,197,290	1,675,000	477,710	28.52%
Interest	172,005	219,850	47,845	21.76%
Other Revenue	23,525	24,000	475	1.98%
	$ 109,835,811	$ 120,094,477	$ 10,258,666	8.54%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2014

	October 2013 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund										
Current Taxes	$ 14,574	$ 128,246	$ 157,030	$ 3,848	$ (1,959)	$ 1,769	$ 371	$ 303,879	$ 309,641	$ 5,762
Delinquent Taxes	1,109	194	241	508	312	397	74	2,835	3,766	931
Jury Fees	4,742	2,426	2,753	2,713	2,608	2,312	3,256	20,810	55,000	34,190
Intergovernmental Revenue	69,733	32,504	28,934	40,290	11,356	-	105,638	288,455	550,000	261,545
Road & Bridge Pct. 1										
Current Taxes	28,602	251,691	308,181	7,553	(3,844)	3,471	728	596,382	607,692	11,310
Delinquent Taxes	270	47	59	124	76	97	18	691	917	226
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	125,122	-	-	420,826	-	-	545,948	495,140	(50,808)
Road & Bridge Fees	110,144	47,265	44,784	57,924	49,894	56,592	45,584	412,187	534,230	122,043
Sales, Rentals & Services	-	42	-	-	-	-	-	42	-	(42)
Fines and Forfeitures	43,696	18,513	23,128	39,295	28,089	25,660	20,942	199,323	273,630	74,307
Road & Bridge Pct. 2										
Current Taxes	26,385	232,181	284,294	6,968	(3,546)	3,202	672	550,156	560,588	10,432
Delinquent Taxes	638	112	139	292	179	229	43	1,632	2,167	535
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	115,424	-	-	388,207	-	-	503,631	456,760	(46,871)
Road & Bridge Fees	101,606	43,601	41,313	53,434	46,027	52,205	42,050	380,236	492,820	112,584
Sales, Rentals & Services	-	2,500	-	-	-	-	-	2,500	-	(2,500)
Fines and Forfeitures	40,307	17,077	21,334	36,248	25,924	23,736	19,360	183,986	252,420	68,434
Road & Bridge Pct. 3										
Current Taxes	23,816	209,582	256,622	6,290	(3,201)	2,891	607	496,607	506,022	9,415
Delinquent Taxes	1,929	338	419	883	543	691	129	4,932	6,552	1,620
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	104,188	-	-	350,418	-	-	454,606	412,300	(42,306)
Road & Bridge Fees	91,716	39,357	37,291	48,233	41,547	47,123	37,957	343,224	444,850	101,626
Sales, Rentals & Services	(5)	(649)	-	2,036	-	(1,332)	1,000	1,050	-	(1,050)
Fines and Forfeitures	36,386	15,416	19,259	32,721	23,403	21,430	17,478	166,093	227,850	61,757
Road & Bridge Pct. 4										
Current Taxes	30,950	272,359	333,489	8,174	(4,159)	3,756	788	645,357	657,595	12,238
Delinquent Taxes	270	47	59	124	76	97	18	691	917	226
Intergovernmental Revenue	-	-	-	-	-	-	-	-	2,000	2,000
Auto Registration Fees	-	135,398	-	-	455,383	-	-	590,781	535,800	(54,981)
Road & Bridge Fees	119,190	51,146	48,462	62,680	53,992	61,239	49,327	446,036	578,100	132,064
Sales, Rentals & Services	(712)	400	-	-	2,850	1,304	3,559	7,401	-	(7,401)
Fines and Forfeitures	47,281	20,032	25,026	42,520	30,394	27,769	22,662	215,684	296,100	80,416
Other Revenue	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

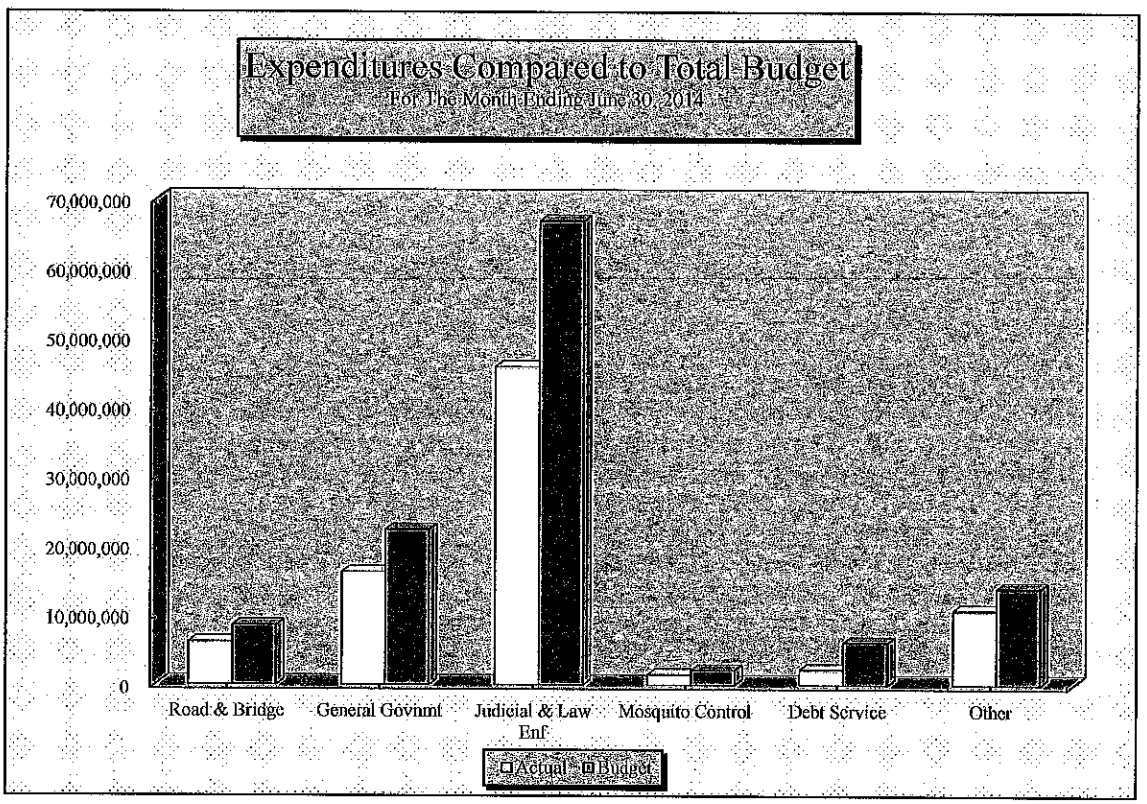
Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2014

	October 2013 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund										
Current Taxes	$ 41,425	$ 364,536	$ 446,354	$ 10,940	$ (5,567)	$ 5,028	$ 1,055	$ 863,771	$ 880,149	$ 16,378
Delinquent Taxes	3,091	541	672	1,415	869	1,107	206	7,901	10,499	2,598
Licenses and Permits	200	700	-	-	-	-	-	900	1,000	100
Sales, Rentals & Services	500	-	200	-	500	200	200	1,600	1,500	(100)
Parks & Recreation										
Current Taxes	3,614	31,804	38,942	954	(486)	439	92	75,359	76,788	1,429
Delinquent Taxes	576	101	125	264	162	207	38	1,473	1,958	485
Sales, Rentals & Services	13,121	4,170	2,283	7,226	5,805	5,541	5,295	43,441	45,400	1,959
General Fund										
Current Taxes	3,791,636	33,365,999	33,472,563	(269,226)	(509,550)	460,190	96,561	70,408,173	71,907,283	1,499,110
Delinquent Taxes	285,578	50,023	62,090	130,732	80,322	102,344	19,069	730,158	970,030	239,872
Sales Taxes	1,880,232	1,962,768	2,388,508	1,690,828	1,909,343	2,092,238	1,971,455	13,895,372	21,450,000	7,554,628
Other Taxes	38	-	-	-	-	-	23,487	23,525	24,000	475
Licenses and Permits	79,793	38,683	33,386	42,936	48,440	36,793	32,518	312,549	429,000	116,451
Intergovernmental Revenue	130,866	33,432	70,680	200,929	318,063	132,651	60,631	947,252	945,541	(1,711)
Fees of Office	668,378	511,970	343,333	468,454	386,357	334,909	344,112	3,057,513	4,370,244	1,312,731
Other Sales, Rentals & Svcs.	812,471	(24,088)	435,698	182,735	193,377	232,416	198,107	2,030,716	1,744,962	(285,754)
Fines & Forfeitures	79,906	46,481	38,346	41,691	122,718	5,874	97,188	432,204	625,000	192,796
Interest	33,521	25,519	22,147	21,609	17,322	13,362	20,139	153,619	200,000	46,381
Other Revenue	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund										
Current Taxes	104,681	921,178	1,127,934	27,646	(14,068)	12,705	2,666	2,182,742	2,224,130	41,388
Delinquent Taxes	8,390	1,470	1,824	3,841	2,360	3,006	560	21,451	28,499	7,048
Spraying Contract	-	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund						-	-			
Interest	2,366	1,713	947	995	849	732	1,199	8,801	11,000	2,199
Debt Service						-	-			
Current Taxes	280,730	2,470,397	3,024,871	74,141	(37,728)	34,071	7,149	5,853,631	5,801,092	(52,539)
Delinquent Taxes	26,454	4,780	5,430	12,860	7,706	9,937	1,753	68,920	74,695	5,775
Interest	841	1,339	1,482	1,581	1,318	1,145	1,879	9,585	8,850	(735)
Other, Sales, Rentals & Svcs.	1,340,000	-	-	-	-	-	-	1,340,000	-	(1,340,000)
Total	$ 10,381,035	$ 41,678,075	$ 43,150,632	$ 3,105,409	$ 4,443,507	$ 3,819,533	$ 3,257,620	$ 109,835,811	$ 120,094,477	$ 10,258,666

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 75% of Budget Expended
For The Month Ending June 30, 2014

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 499,044	$ 831,343	$ 332,299	39.97%
Road & Bridge Funds	5,409,628	7,423,054	2,013,426	27.12%
Engineering Fund	686,931	979,849	292,918	29.89%
Parks & Recreation Fund	120,501	201,836	81,335	40.30%
General Fund:				
General Government	16,261,328	22,411,539	6,150,211	27.44%
Judicial	11,920,295	17,481,157	5,560,862	31.81%
Law Enforcement	33,468,853	48,613,066	15,144,213	31.15%
Education	273,780	394,557	120,777	30.61%
Health & Welfare	6,828,339	8,378,683	1,550,344	18.50%
Maintenance	2,514,958	3,623,048	1,108,090	30.58%
Other	1,155,614	1,528,288	372,674	24.39%
Mosquito Control Fund	1,532,241	2,170,655	638,414	29.41%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	2,257,515	6,139,512	3,881,997	63.23%
	$ 82,979,027	$ 120,226,587	$ 37,247,560	30.98%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2014

	October 2012 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 149,628	$ 66,397	$ 55,096	$ 68,382	$ 14,013	$ 14,333	$ 126,557	$ 4,638	$ 499,044	$ 831,343	$ 332,299
Road & Brdg Pct. 1	279,037	130,077	102,543	88,798	94,398	102,006	113,687	334,283	1,244,829	1,638,400	393,571
Road & Brdg Pct. 2	324,044	139,865	110,875	106,971	201,547	294,261	110,472	76,355	1,364,390	1,816,739	452,349
Road & Brdg Pct. 3	271,531	140,982	116,428	99,145	114,751	103,852	109,698	192,219	1,148,606	1,815,598	666,992
Road & Brdg Pct. 4	373,811	156,245	99,127	101,915	114,270	275,924	159,430	371,081	1,651,803	2,152,317	500,514
Engineering	208,586	101,253	93,728	68,740	69,461	70,040	68,828	6,295	686,931	979,849	292,918
Parks & Recreation	36,840	13,322	11,178	9,573	8,646	21,296	11,329	8,317	120,501	201,836	81,335
Tax Assessor/Coll.	832,150	408,810	249,179	254,627	252,966	250,831	252,317	10,000	2,510,880	3,599,623	1,088,743
Human Resources	90,386	42,408	28,323	31,471	26,356	25,432	28,269	1,080	273,725	427,626	153,901
County Auditor	339,110	146,985	98,522	96,936	95,501	101,581	100,370	391	979,396	1,378,829	399,433
County Clerk	480,907	237,463	159,768	159,885	162,659	155,472	165,148	53,997	1,575,299	2,157,843	582,544
County Judge	192,297	87,343	61,108	64,788	65,903	63,236	61,409	-	596,084	872,942	276,858
Risk Management	51,021	25,938	18,365	17,702	18,397	17,853	17,863	-	167,139	234,594	67,455
County Treasurer	78,486	38,654	26,722	27,187	27,779	27,780	28,183	1,028	255,819	364,587	108,768
Printing Department	30,809	13,626	9,338	8,397	10,508	12,625	14,236	10,427	109,966	155,883	45,917
Purchasing Department	115,108	54,825	38,080	38,772	38,429	38,912	36,508	17,878	378,512	528,967	150,455
General Services	2,431,232	640,732	567,023	1,832,411	418,450	429,756	753,238	38,719	7,111,561	9,638,308	2,526,747
MIS	460,521	187,034	137,262	134,791	127,533	135,505	148,866	28,902	1,360,414	1,882,451	522,037
Voter's Registration	90,405	14,543	6,502	28,962	5,261	23,005	17,378	-	186,056	261,725	75,669
Elections	174,295	33,185	(446)	232,085	38,545	154,356	103,851	20,606	756,477	908,161	151,684
District Attorney	1,215,003	603,851	415,495	406,630	411,109	461,023	430,958	12,807	3,956,876	5,739,766	1,782,890
District Clerk	351,820	173,613	116,914	120,211	118,352	121,681	121,458	4,988	1,129,037	1,752,456	623,419
Criminal Dist. Court	195,591	81,691	102,773	101,418	115,074	116,252	116,632	700	830,131	1,418,967	588,836
58th Dist. Court	64,980	31,920	23,552	21,832	19,519	22,823	22,238	90	206,954	291,940	84,986
60th Dist. Court	62,747	31,002	20,916	20,893	21,224	22,329	22,362	216	201,689	280,993	79,304
136th Dist. Court	65,648	31,763	21,421	21,409	21,461	21,659	21,683	-	205,044	282,919	77,875
172nd Dist. Court	63,744	30,122	20,329	20,904	20,378	21,511	20,667	-	197,655	288,063	90,408
252nd Dist. Court	437,819	153,111	92,885	89,517	120,986	114,534	126,257	153	1,135,262	1,423,025	287,763
279th Dist. Court	80,172	30,609	24,574	34,481	27,511	28,036	26,574	-	251,957	382,163	130,206
317th Dist. Court	166,590	59,207	50,068	70,076	56,657	48,788	54,616	60	506,062	736,721	230,659
J.P. Pct. 1 Pl 1	77,051	37,335	26,307	26,517	26,071	25,689	27,259	55	246,284	340,389	94,105
J.P. Pct. 1 Pl 2	76,121	37,422	24,569	24,899	25,509	25,025	25,139	27	238,711	340,774	102,063
J.P. Pct. 2	63,133	31,783	21,556	21,900	22,355	21,031	21,965	894	204,617	328,477	123,860
J.P. Pct. 4	73,582	37,329	24,821	25,247	24,784	25,533	25,055	400	236,751	345,086	108,335
J.P. Pct. 6	81,073	41,363	26,425	27,156	27,328	26,145	26,044	981	256,515	354,336	97,821
J.P. Pct. 7	72,882	34,713	24,529	25,761	21,827	21,040	21,228	1,083	223,063	345,341	122,278
J.P. Pct. 8	68,776	33,531	23,317	23,015	22,696	22,540	23,645	425	217,945	354,100	136,155
Cnty. Court at Law 1	101,945	50,926	34,036	35,810	34,058	34,889	34,162	193	326,019	462,464	136,445
Cnty. Court at Law 2	147,345	67,524	47,386	49,810	46,306	48,877	48,342	189	455,779	649,763	193,984
Cnty. Court at Law 3	133,061	63,108	38,346	41,855	50,005	52,900	46,097	658	426,030	623,314	197,284
Court Master	82,500	40,952	26,383	38,398	43,970	48,817	47,293	36	328,349	489,479	161,130

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2014

	October 2012 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 42,855	$ 23,364	$ 14,408	$ 15,201	$ 13,969	$ 14,833	$ 14,297	$ 638	$ 139,565	$ 250,621	$ 111,056
Alternative School	73,369	40,076	26,896	27,299	26,900	31,617	26,904	-	253,061	371,870	118,809
Comm. Supervision	39,522	469	605	575	469	469	469	-	42,578	47,601	5,023
Sheriff's Dept.	2,772,184	1,508,569	963,990	928,572	893,070	922,668	895,262	50,549	8,934,864	12,680,763	3,745,899
Crime Lab	280,790	124,844	82,391	87,031	82,221	80,811	92,390	16,992	847,470	1,239,795	392,325
Jail	5,465,311	3,318,449	1,693,707	2,078,477	1,712,680	2,351,476	1,694,787	199,123	18,514,010	26,951,026	8,437,016
Juvenile Probation	277,766	138,762	96,650	97,263	95,726	95,326	104,648	799	906,940	1,523,590	616,650
Juvenile Detention	376,623	195,981	130,618	130,298	136,984	145,216	133,638	57,825	1,307,183	1,993,436	686,253
Constable Pct. 1	150,938	74,189	49,985	61,641	51,272	51,478	50,760	1,271	491,534	759,381	267,847
Constable Pct. 2	140,848	44,761	35,768	30,544	31,211	32,252	30,516	11,188	357,088	492,630	135,542
Constable Pct. 4	117,200	44,390	31,724	30,538	30,562	30,091	30,934	871	316,310	447,738	131,428
Constable Pct. 6	112,193	52,858	36,969	38,102	39,437	37,700	38,148	2,015	357,422	549,693	192,271
Constable Pct. 7	120,062	44,593	31,644	31,441	30,034	30,661	31,194	789	320,418	446,393	125,975
Constable Pct. 8	116,772	44,162	30,838	30,306	30,323	31,612	29,943	1,903	315,859	449,150	133,291
County Morgue	115,697	71,090	65,012	67,147	64,566	47,670	66,469	6,465	504,116	660,000	155,884
Agriculture Ext.	85,387	42,975	27,798	29,637	27,507	30,709	29,096	671	273,780	394,557	120,777
Public Health # 1	249,617	106,563	76,163	87,965	87,340	85,925	96,878	3,327	793,778	1,236,606	442,828
Public Health # 2	237,459	113,215	76,628	92,116	82,960	77,922	87,040	2,829	770,169	1,181,709	411,540
Nurse Practitioner	66,857	34,194	21,435	24,145	22,032	23,179	24,106	6,441	222,389	314,467	92,078
Child Welfare	38,057	8,465	5,839	8,514	14,368	22,699	9,289	-	107,231	158,900	51,669
Env. Control	77,514	39,154	26,082	26,789	27,127	26,309	26,802	243	250,020	361,356	111,336
Ind. Medical Svcs.	237,569	105,983	89,854	106,892	74,165	3,732,710	117,405	71,555	4,536,133	4,906,729	370,596
Emergency Mgmt.	46,325	23,471	15,758	15,767	15,767	15,764	15,767	-	148,619	218,916	70,297
Beaumont Maintenance	413,118	197,835	167,374	253,523	251,086	237,644	194,468	221,323	1,936,371	2,746,831	810,460
Port Arthur Maint.	122,878	58,484	45,381	50,175	44,703	40,805	48,378	24,038	434,842	673,253	238,411
Mid-County Maint.	33,118	15,415	13,285	13,085	16,544	17,494	14,314	20,490	143,745	202,964	59,219
Service Center	215,057	90,110	71,686	98,505	100,972	91,731	142,588	149,752	960,401	1,200,245	239,844
Veteran Service	61,233	29,724	21,119	20,498	20,781	20,670	21,060	128	195,213	275,450	80,237
Mosquito Control	611,065	118,404	85,518	102,418	86,986	127,603	136,930	263,317	1,532,241	2,170,655	638,414
Tobacco Settlement	50,000	-	-	-	-	-	-	-	50,000	50,000	-
Debt Service Funds	1,337,992	918,523	-	-	500	500	-	-	2,257,515	6,139,512	3,881,997
Contingency	-	-	-	-	-	-	-	-	-	52,593	52,593
Total	$ 24,777,163	$ 12,011,634	$ 7,230,448	$ 9,303,741	$ 7,294,815	$ 12,104,722	$ 7,941,791	$ 2,314,713	$ 82,979,027	$ 120,226,587	$ 37,247,560

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending June 30, 2014

Issue	Beginning Amount Outstanding	2013-2014 Requirements				2013-2014 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	43,615,000	2,955,000	1,690,000	5,000	4,650,000	-	845,000	2,100	847,100	43,615,000
2013 Refunding Bonds	1,285,000	240,000	53,362	4,000	297,362	-	4,093	555	4,648	1,285,000
2011 Refunding Bonds	4,405,000	1,055,000	132,150	5,000	1,192,150	-	66,075	1,700	67,775	4,405,000
	$ 49,305,000	$ 4,250,000	$ 1,875,512	$ 14,000	$ 6,139,512	$ -	$ 915,168	$ 4,355	$ 919,523	$ 49,305,000

Jefferson County, Texas
Statement of Transfers In and Out

	Fund	Transfers In		Transfers Out	
120	General Fund	-		1,366,738	(a)
211	Highway Improvement Fund	-		155,654	(b)
245	Crime Victim's Clearing	1,736	(a)	-	
286	Hotel Occupancy Fund	-		50,000	(a)
311	Capital Projects Fund	233,161	(a)(b)	-	
325	Keith Lake Fish Pass	-		77,507	(b)
321	Certificates of Obligation 2000 Construction	50,000	(a)		
429	2013 Refunding Bonds	11,424	(b)	-	(b)
425	2003B Certificates of Obligation	-	(b)	11,424	(b)
550	SETEC Fund	1,365,002	(a)	-	
741	Sheriff Forfeiture Fund	-		165,046	(a)
870	Port Security ARRA	165,046	(a)		
874	Port Security Grant	12,708	(a)	-	
865	Marine Division	-		12,708	(a)
		$1,839,077		$1,839,077	

(a) Budgeted Transfer
(b) Close Fund

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter June 30, 2014

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	313.63	$ 7,354.33
Road & Bridge # 2	893.25	20,060.53
Road & Bridge # 3	610.19	13,267.63
Road & Bridge # 4	9.04	199.64
Engineering	82.27	2,238.76
Tax Assessor/Collector	696.95	13,675.62
Human Resources	0.00	0.00
County Auditor	120.99	3,205.51
County Clerk	426.40	8,324.72
County Judge	81.64	1,947.63
Treasurer	0.01	0.08
Printing	1.00	22.99
Purchasing Department	8.75	168.22
MIS	497.28	12,566.88
Voter Registration	99.26	1,927.30
Elections Department	268.74	5,526.29
District Attorney	12.09	394.76
District Clerk	13.13	326.03
Criminal District Court	118.00	2,837.37
58th District Court	3.63	112.34
172nd District Court	0.00	0.00
252nd District Court	1.75	42.08
279th District Court	0.01	0.12
Justice of Peace Pct. 1 Pl. 1	58.38	1,342.86
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	26.50	617.11
Justice of Peace Pct. 4	0.01	0.10
Justice of Peace Pct. 6	3.63	80.80
Justice of Peace Pct. 7	59.38	1,207.35
Justice of Peace Pct. 8	8.00	180.10
Court Master	8.75	210.40
ASAP	447.76	12,346.52
Marine Division	3,589.39	107,002.96
Alternative School	59.60	1,695.86
Sheriff's Department	10,928.05	331,803.75
Crime Lab	252.61	8,317.05
Correctional Facility	9,017.23	207,855.81
Juvenile Detention Home	453.38	7,910.97

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter June 30, 2014

Department	Cumulative Hours	Current Liability
Juvenile Probation	207.15	$ 4,037.38
Constable Pct. 1	420.75	11,707.01
Constable Pct. 2	0.01	0.15
Constable Pct. 4	57.00	1,818.69
Constable Pct. 6	41.21	1,018.81
Constable Pct. 7	66.91	2,208.42
Constable Pct. 8	26.88	544.17
Public Health No. 1	89.94	1,359.00
Public Health No. 2	62.39	1,083.35
Indigent Health	30.00	1,614.62
Mosquito Control	263.13	5,160.74
Maintenance - Beaumont	382.23	7,805.39
Maintenance - Port Arthur	283.50	5,222.32
Maintenance- Mid County	0.00	0.00
Visitors' Center	36.80	654.19
Service Center	0.50	11.25
Veterans' Services Office	0.63	12.82
Environmental Control	0.00	0.00
Emergency Management	56.25	1,544.71
Airport	942.12	17,256.08
Dispute Resolution Center	65.51	947.86
Juvenile Challenge Program	160.27	2,549.11
Intensive Supervision Program	0.01	0.07
Juvenile Progressive Sanctions	0.00	0.00
Runaway & Truant Program	36.63	523.76
Sheriff Mental Health Liason	52.50	1,430.04
Community Stability Program	7.75	161.26
Community Supervision	451.95	10,124.41
Women's Center	560.02	8,177.74
Community Corrections	33.96	693.87
Adult Probation Boot Camp	2.75	66.84
Juvenile Special Needs	34.76	588.08
Diversion Supplemental	63.14	1,180.60
Juvenile Parole Case Aid	0.00	0.00
Drug Diversion	119.96	2,195.23
Juvenile Probation and Detention	74.01	768.16
Mentally Impaired Offender	4.00	86.10
Auto Theft	145.25	4,887.84
Courthouse Security	325.00	9,621.72
Total	34,275.55	$ 881,832.26
Comp-Time Liability at 6/30/13	30,333.94	$772,401.27

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	57.39	396468	
			57.39**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	1,360.81	396351	
BASE SEAL	5,947.50	396353	
CARQUEST AUTO PARTS # 96	84.87	396356	
M&D SUPPLY	70.08	396389	
MUNRO'S	31.45	396395	
OFFICE DEPOT	35.59	396396	
AT&T	61.84	396410	
TRI-CON, INC.	7,821.96	396420	
ACORN STEEL	8.00	396431	
DEPARTMENT OF INFORMATION RESOURCES	.01	396435	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			15,495.47**
ROAD & BRIDGE PCT.#2			
A&A EQUIPMENT	271.67	396337	
SUPERIOR TIRE & SERVICE	35.00	396348	
APAC, INC. - TROTTI & THOMSOM	545.83	396351	
MUNRO'S	18.45	396395	
OIL CITY TRACTORS, INC.	56.46	396397	
RITTER @ HOME	.00	396403	
SECURITY PEST MANAGEMENT	119.91	396406	
WHITE TIRE	135.22	396428	
DEPARTMENT OF INFORMATION RESOURCES	.05	396435	
LOWE'S HOME CENTERS, INC.	50.33	396455	
BUMPER TO BUMPER	138.49	396463	
DE LAGE LANDEN PUBLIC FINANCE	104.00	396507	
			1,475.41**
ROAD & BRIDGE PCT. # 3			
A&B OUTDOOR EQUIPMENT	10.35	396339	
GULF COAST AUTOMOTIVE, INC.	53.94	396376	
ENTERGY	288.84	396377	
ISI COMMERCIAL REFRIGERATION	253.10	396382	
LOUIS' YAZOO SALES & SERVICE, LLC	86.75	396387	
MUNRO'S	18.23	396395	
PHILPOTT MOTORS, INC.	78.84	396400	
TEXAS WORKFORCE COMMISSION	5,915.28	396417	
DEPARTMENT OF INFORMATION RESOURCES	.14	396435	
CENTERPOINT ENERGY RESOURCES CORP	25.70	396466	
BILL WILLIAMS	200.00	396481	
ATSCO	66.37	396490	
DE LAGE LANDEN PUBLIC FINANCE	154.80	396507	
SAM'S CLUB DIRECT	48.86	396513	
			6,695.00**
ROAD & BRIDGE PCT.#4			
M&D SUPPLY	44.73	396389	
MUNRO'S	72.93	396395	
OIL CITY TRACTORS, INC.	78.18	396397	
SMART'S TRUCK & TRAILER, INC.	160.63	396408	
TEXAS WORKFORCE COMMISSION	3,115.00	396417	
TRIANGLE ENGINE DIST.	17.52	396419	
DEPARTMENT OF INFORMATION RESOURCES	.29	396435	
UNITED STATES POSTAL SERVICE	2.68	396443	
EQUIPMENT DEPOT	56.38	396475	
DE LAGE LANDEN PUBLIC FINANCE	45.68	396507	
ON TIME TIRE	132.97	396512	
SAM'S CLUB DIRECT	135.76	396513	
ASCO	235.46	396515	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	126.90	396523	
PETROLEUM MATERIALS LLC	84.00	396525	
			4,309.11**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	4.05	396443	
DE LAGE LANDEN PUBLIC FINANCE	105.34	396507	
			109.39**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	142.99	396389	
SOUTHEAST TEXAS STARTER	445.00	396484	
INNOVRA INC	93.00	396524	
			680.99**
GENERAL FUND			
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.07	396435	
UNITED STATES POSTAL SERVICE	981.94	396443	
DE LAGE LANDEN PUBLIC FINANCE	506.82	396507	
			1,488.83*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	150.00	396354	
FED EX	51.63	396369	
CASH ADVANCE ACCOUNT	388.82	396383	
MOORMAN & ASSOCIATES, INC.	450.00	396394	
OFFICE DEPOT	433.73	396396	
SETHRA	410.00	396409	
CDW COMPUTER CENTERS, INC.	982.70	396434	
PRE CHECK, INC.	119.75	396438	
UNITED STATES POSTAL SERVICE	11.89	396443	
DE LAGE LANDEN PUBLIC FINANCE	105.34	396507	
			3,103.86*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	22.05	396443	
DE LAGE LANDEN PUBLIC FINANCE	148.43	396507	
			170.48*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	468.30	396434	
UNITED STATES POSTAL SERVICE	380.57	396443	
			848.87*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	200.00	396373	
OFFICE DEPOT	311.22	396396	
TALON INSURANCE AGENCY, LTD	100.00	396449	
GRACE NICHOLS	2,200.00	396495	
HARVEY L WARREN III	1,600.00	396499	
DE LAGE LANDEN PUBLIC FINANCE	105.34	396507	
WILLIAM FORD DISHMAN	500.00	396519	
			5,016.56*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	15.23	396443	
DE LAGE LANDEN PUBLIC FINANCE	77.40	396507	
			92.63*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	229.27	396443	
DE LAGE LANDEN PUBLIC FINANCE	105.34	396507	
			334.61*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	190.95	396398	
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	396507	
			1,389.93*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	41.93	396443	
DE LAGE LANDEN PUBLIC FINANCE	105.34	396507	
			147.27*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	145.00	396383	
SPINDLETOP MHMR	32,990.75	396386	
OLMSTED-KIRK PAPER	2,704.00	396398	
TEXAS WORKFORCE COMMISSION	23,328.31	396417	
CROWN CASTLE INTERNATIONAL	1,372.63	396461	
ROCHESTER ARMORED CAR CO INC	3,860.28	396502	

NAME	AMOUNT	CHECK NO.	TOTAL
DYNAMEX INC	232.40	396521	
			64,633.37*
DATA PROCESSING			
DAVID A. DOMINGUEZ	1,244.40	396365	
PRO DATA COMPUTER SERVICES, INC.	590.00	396433	
CDW COMPUTER CENTERS, INC.	387.43	396434	
VERIZON WIRELESS	75.98	396439	
SHI GOVERNMENT SOLUTIONS, INC.	658.40	396447	
MICHAEL BAIN	351.12	396482	
DE LAGE LANDEN PUBLIC FINANCE	148.43	396507	
			3,455.76*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	56.53	396443	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			129.89*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	4.20	396443	
			4.20*
DISTRICT ATTORNEY			
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	40.00	396346	
GT DISTRIBUTORS, INC.	83.82	396371	
MANNINGS SCHOOL SUPPLY	19.95	396391	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	396413	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	396414	
UNITED STATES POSTAL SERVICE	280.08	396443	
LEXIS-NEXIS	98.00	396444	
TALON INSURANCE AGENCY, LTD	100.00	396448	
PACER SERVICE CENTER	94.40	396450	
CHILD ABUSE & FORENSIC SERVICES	375.00	396452	
DE LAGE LANDEN PUBLIC FINANCE	636.38	396507	
THOMSON REUTERS-WEST	2,631.13	396516	
TERI PEREZ	30.00	396527	
			5,088.76*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	207.71	396443	
DE LAGE LANDEN PUBLIC FINANCE	125.46	396507	
			333.17*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,243.75	396352	
TEXAS COURT REPORTERS ASSOCIATION	300.00	396415	
RENE MULHOLLAND	77.60	396422	
UNITED STATES POSTAL SERVICE	.41	396443	
CAROLYN WIEDENFELD	600.00	396457	
DE LAGE LANDEN PUBLIC FINANCE	77.40	396507	
JAMES R. MAKIN, P.C.	3,600.00	396508	
			7,899.16*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	7.31	396443	
DE LAGE LANDEN PUBLIC FINANCE	77.40	396507	
			84.71*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.62	396443	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			74.98*
136TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			73.36*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	77.40	396507	
			77.40*
252ND DISTRICT COURT			
JACK LAWRENCE	885.67	396344	

NAME	AMOUNT	CHECK NO.	TOTAL
DOUGLAS M. BARLOW, ATTORNEY AT LAW	30,878.44	396352	
TRAVIS EVANS	600.00	396368	
EDWARD B. GRIPON, M.D., P.A.	595.00	396375	
TERRENCE HOLMES	600.00	396380	
RIFE KIMLER, LAW OFFICE OF	800.00	396384	
JOHN E. MACEY	600.00	396390	
NATHAN REYNOLDS, JR.	5,556.25	396402	
JOHN D WEST	2,000.00	396437	
UNITED STATES POSTAL SERVICE	270.87	396443	
CAROLYN WIEDENFELD	800.00	396457	
STEVEN GREENE	289.39	396518	
			43,875.62*
279TH DISTRICT COURT			
LAIRON DOWDEN, JR.	350.00	396366	
CATHERINE BRUNEY	1,200.00	396381	
JOHN D WEST	500.00	396437	
LEXIS-NEXIS	51.00	396444	
KIMBERLY PHELAN, P.C.	675.00	396470	
RONALD PLESSALA	1,050.00	396493	
JONATHAN L. STOVALL	575.00	396504	
DE LAGE LANDEN PUBLIC FINANCE	285.95	396507	
JILL S CHATELAIN	500.00	396520	
			5,186.95*
317TH DISTRICT COURT			
JUDY PAASCH	2,233.33	396465	
DE LAGE LANDEN PUBLIC FINANCE	77.40	396507	
			2,310.73*
JUSTICE COURT-PCT 1 PL 1			
CASH ADVANCE ACCOUNT	693.92	396383	
UNITED STATES POSTAL SERVICE	24.75	396443	
DE LAGE LANDEN PUBLIC FINANCE	125.00	396507	
			843.67*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			73.36*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.34	396435	
DE LAGE LANDEN PUBLIC FINANCE	104.00	396507	
			104.34*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	481.37	396396	
UNITED STATES POSTAL SERVICE	34.89	396443	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			589.62*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.35	396435	
			.35*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	265.00	396507	
			265.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.81	396443	
SIERRA SPRING WATER CO. - BT	63.37	396445	
			64.18*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	53.00	396443	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			126.36*
COUNTY COURT AT LAW NO. 3			
GAYLYN COOPER	250.00	396342	
UNITED STATES POSTAL SERVICE	32.89	396443	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			356.25*
COURT MASTER			

NAME	AMOUNT	CHECK NO.	TOTAL
JUDGE LARRY GIST	3,134.90	396372	
UNITED STATES POSTAL SERVICE	3.64	396443	
DE LAGE LANDEN PUBLIC FINANCE	104.00	396507	
			3,242.54*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	9.47	396443	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			82.83*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	396507	
			332.16*
SHERIFF'S DEPARTMENT			
OFFICE DEPOT	467.27	396396	
OLMSTED-KIRK PAPER	255.92	396398	
PHILPOTT MOTORS, INC.	1,035.21	396400	
DEPARTMENT OF INFORMATION RESOURCES	.79	396435	
VERIZON WIRELESS	2,849.35	396440	
UNITED STATES POSTAL SERVICE	1,019.85	396443	
CODE BLUE	190.00	396462	
FIRETROL PROTECTION SYSTEMS, INC.	28.00	396494	
INTERSTATE ALL BATTERY CENTER - BMT	1,869.88	396497	
DE LAGE LANDEN PUBLIC FINANCE	977.64	396507	
RJG COMPUTERS	140.00	396526	
			8,833.91*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	1,138.20	396347	
FISHER SCIENTIFIC	367.42	396370	
STERALOIDS INC	72.00	396503	
DE LAGE LANDEN PUBLIC FINANCE	104.00	396507	
			1,681.62*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	13,596.41	396357	
PETTY CASH - SHERIFF'S OFFICE	63.00	396399	
SCOOTER'S LAWNMOWERS	1,783.99	396405	
VULCAN MATERIALS CO.	2,364.93	396423	
DEPARTMENT OF INFORMATION RESOURCES	6.99	396435	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	396507	
LIQUID CAPITAL EXCHANGE INC	1,955.99	396510	
			21,137.47*
JUVENILE PROBATION DEPT.			
DEPARTMENT OF INFORMATION RESOURCES	.01	396435	
VERIZON WIRELESS	66.48	396439	
UNITED STATES POSTAL SERVICE	12.92	396443	
TENNILLE DAW	440.72	396459	
BRIA LYNCH	9.61	396492	
JOHN ANDERSON	139.44	396500	
DE LAGE LANDEN PUBLIC FINANCE	221.79	396507	
			890.97*
JUVENILE DETENTION HOME			
GUARDIAN FORCE	4,460.00	396341	
CITY OF BEAUMONT - WATER DEPT.	2,484.73	396357	
OAK FARM DAIRY	204.00	396430	
AUTOMATED LOGIC	1,250.00	396474	
			8,398.73*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	543.64	396383	
VERIZON WIRELESS	227.94	396439	
UNITED STATES POSTAL SERVICE	71.32	396443	
TASER INTERNATIONAL	855.95	396464	
DISCOUNT UNIFORM INTERNATIONAL INC	617.70	396473	
DE LAGE LANDEN PUBLIC FINANCE	332.00	396507	
			2,648.55*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	396439	
			113.97*
CONSTABLE-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
GT DISTRIBUTORS, INC.	748.81	396371	
VERIZON WIRELESS	113.97	396439	
DE LAGE LANDEN PUBLIC FINANCE	229.00	396507	
			1,091.78*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	396439	
UNITED STATES POSTAL SERVICE	8.79	396443	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			196.12*
CONSTABLE PCT. 7			
AT&T	29.80	396410	
VERIZON WIRELESS	113.97	396439	
			143.77*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	396439	
DE LAGE LANDEN PUBLIC FINANCE	332.00	396507	
			445.97*
AGRICULTURE EXTENSION SVC			
DE LAGE LANDEN PUBLIC FINANCE	148.43	396507	
			148.43*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	396349	
BROUSSARD'S MORTUARY	1,500.00	396355	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	396361	
AUSTIN CECIL WALKES MD PA	3,245.08	396425	
UNITED STATES POSTAL SERVICE	85.91	396443	
AMERICAN CORPORATE SERVICES	271.29	396485	
DE LAGE LANDEN PUBLIC FINANCE	480.43	396507	
PDR NETWORK LLC	59.95	396511	
			7,182.66*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	396359	
CLAYBAR FUNERAL HOME, INC.	1,500.00	396360	
ENTERGY	70.00	396378	
AUSTIN CECIL WALKES MD PA	3,245.08	396425	
HEB - PORT ARTHUR	73.59	396487	
DE LAGE LANDEN PUBLIC FINANCE	178.70	396507	
			5,107.37*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	396345	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
			1,073.36*
CHILD WELFARE UNIT			
DISA, INC.	307.00	396367	
BEAUMONT OCCUPATIONAL SERVICE, INC.	184.75	396451	
SEARS COMMERICAL CREDIT	100.00	396453	
			591.75*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	242.50	396396	
AT&T	37.70	396410	
DEPARTMENT OF INFORMATION RESOURCES	.54	396435	
			280.74*
INDIGENT MEDICAL SERVICES			
HARBOR FREIGHT TOOLS	17.99	396379	
			17.99*
MAINTENANCE-BEAUMONT			
MARK'S PLUMBING PARTS	798.96	396338	
CITY OF BEAUMONT - WATER DEPT.	603.81	396357	
ENTERGY	51,604.18	396377	
M&D SUPPLY	659.64	396389	
MCCOWN PAINT & SUPPLY OF TEXAS	256.28	396393	
SANITARY SUPPLY, INC.	327.68	396404	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	4,644.92	396410	
DEPARTMENT OF INFORMATION RESOURCES	7,025.19	396435	
CUSTOM FLOORING - VIDOR	495.00	396478	
OPEN TECH	913.00	396479	
BEAUMONT BLINDS AND SHUTTERS	1,650.00	396491	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	396517	
			91,739.78*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	582.96	396358	
DEPARTMENT OF INFORMATION RESOURCES	2.63	396435	
DE LAGE LANDEN PUBLIC FINANCE	150.76	396507	
			736.35*
MAINTENANCE-MID COUNTY			
ENTERGY	444.10	396377	
ACE IMAGEWEAR	55.82	396407	
NEDERLAND HARDWARE SUPPLY	46.19	396427	
CENTERPOINT ENERGY RESOURCES CORP	23.91	396466	
DE LAGE LANDEN PUBLIC FINANCE	77.40	396507	
			647.42*
SERVICE CENTER			
W.W. GRAINGER, INC.	254.32	396374	
KINSEL FORD, INC.	1,207.91	396385	
M&D SUPPLY	132.62	396389	
PHILPOTT MOTORS, INC.	163.24	396400	
TRI-CON, INC.	6,500.18	396420	
S.E. TEXAS AUTO EQUIPMENT	352.00	396429	
VIN'S PAINT & BODY, INC.	1,728.52	396432	
DEPARTMENT OF INFORMATION RESOURCES	.04	396435	
VERIZON WIRELESS	41.99	396439	
FIRST CALL	773.34	396458	
BUMPER TO BUMPER	122.98	396463	
AIRPORT GULF TOWING LLC	95.00	396471	
UNIFIRST HOLDINGS INC	22.23	396498	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
SILSBEE FORD INC	280.74	396522	
			11,748.47*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.11	396443	
DE LAGE LANDEN PUBLIC FINANCE	464.62	396507	
			473.73*
			317,232.67**
MOSQUITO CONTROL FUND			
ADAPCO, INC.	146,393.10	396340	
SUPERIOR TIRE & SERVICE	140.46	396348	
ALL-PHASE ELECTRIC SUPPLY	45.26	396362	
MUNRO'S	197.90	396395	
PHILPOTT MOTORS, INC.	46.93	396400	
RITTER @ HOME	42.45	396403	
TEXAS DEPT OF AGRICULTURE	12.00	396416	
AIRGAS SOUTHWEST	290.00	396488	
PARKER LUMBER	9.98	396501	
DE LAGE LANDEN PUBLIC FINANCE	73.36	396507	
BROTHER MARINE-DOOR & HYDRAULIC	50.00	396514	
			147,301.44**
LATERAL ROADS -PRECINCT 1			
MARTIN PRODUCT SALES LLC	23,596.47	396477	
			23,596.47**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	396507	
			77.40**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	50.00	396465	
			50.00**
LAW LIBRARY FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
YVONNE COOPER	150.00	396363	
JOHN MARA LAW BOOK DLR	595.75	396392	
LEXISNEXIS MATTHEW BENDER	4,815.30	396456	
THOMSON REUTERS-WEST	3,172.22	396516	
			8,733.27**
EMPG GRANT			
AT&T TELECONFERENCE SERVICES	36.07	396350	
			36.07**
JUVENILE TJPC-A-2014-123			
HARRISON COUNTY JUVENILE SERVICES	5,400.00	396454	
			5,400.00**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	31.99	396439	
			31.99**
IV-E FOSTER CARE			
VERIZON WIRELESS	31.99	396439	
			31.99**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	600.81	396383	
TIME WARNER COMMUNICATIONS	78.14	396411	
DEPARTMENT OF INFORMATION RESOURCES	2.12	396435	
VERIZON WIRELESS	120.50	396439	
UNITED STATES POSTAL SERVICE	118.32	396443	
ALCENIA GILMORE	100.00	396460	
			1,019.89**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	260.16	396343	
ENTERGY	2,229.85	396377	
ISI COMMERCIAL REFRIGERATION	668.47	396382	
LUBE SHOP	41.24	396388	
OFFICE DEPOT	693.30	396396	
PREMIUM PLUMBING	627.50	396401	
SANITARY SUPPLY, INC.	668.72	396404	
AT&T	127.98	396410	
BURT WALKER PARTNERS, LTD	4,500.00	396424	
OAK FARM DAIRY	364.82	396430	
DEPARTMENT OF INFORMATION RESOURCES	.71	396435	
TEXAS FIRE & COMMUNICATIONS	212.50	396436	
VERIZON WIRELESS	31.99	396439	
REDWOOD TOXICOLOGY LABORATORY	2,587.50	396480	
DE LAGE LANDEN PUBLIC FINANCE	292.40	396507	
			13,307.14**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	115.38	396507	
			115.38**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	115.38	396507	
			115.38**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	396435	
			533.28**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	926.31	396434	
UNITED STATES POSTAL SERVICE	1.31	396443	
			927.62**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	320.70	396383	
			320.70**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	113.97	396439	
			113.97**
HOTEL OCCUPANCY TAX FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	1,665.18	396377	
MUNRO'S	145.05	396395	
TIME WARNER COMMUNICATIONS	100.65	396412	
TRI-CITY COFFEE SERVICE	46.50	396421	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	396426	
DEPARTMENT OF INFORMATION RESOURCES	5.18	396435	
VERIZON WIRELESS	37.99	396439	
TEXAS TRAVEL INDUSTRY ASSOCIATION	390.00	396469	
KATHI HUGHES	48.70	396476	
JESSIE DAVIS	50.96	396489	
DE LAGE LANDEN PUBLIC FINANCE	431.67	396507	
			3,001.00**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	396507	
			210.68**
CAPITAL PROJECTS FUND			
TEXAS GENERAL LAND OFFICE	10,715.60	396418	
			10,715.60**
AIRPORT FUND			
ISI COMMERCIAL REFRIGERATION	113.00	396382	
TEXAS WORKFORCE COMMISSION	980.64	396417	
DEPARTMENT OF INFORMATION RESOURCES	.38	396435	
VERIZON WIRELESS	75.98	396439	
DE LAGE LANDEN PUBLIC FINANCE	177.36	396507	
			1,347.36**
LIABILITY CLAIMS ACCOUNT			
DUNHAM HALLMARK PLLC	6,440.89	396509	
			6,440.89**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,331.02	396467	
			6,331.02**
SHERIFF'S FORFEITURE FUND			
ENFORCEMENT TECHNOLOGY GROUP INC	844.37	396472	
			844.37**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,105.00	396486	
			2,105.00**
MARINE DIVISION			
COTTON CARGO	1,057.50	396364	
DEPARTMENT OF INFORMATION RESOURCES	325.12	396435	
VERIZON WIRELESS	341.91	396441	
SIERRA SPRING WATER CO. - BT	47.09	396446	
THE DINGO GROUP-PETE JORGENSON MARI	799.96	396483	
WATSON PROPELLER	55.00	396496	
			1,976.34**
ASAP - CONSTABLE PCT 8			
TEXAS WORKFORCE COMMISSION	2,451.60	396417	
			2,451.60**
			583,191.28***

Election Day Judges and Alternate Judges
Appointments for the period 9/1/14 - 8/31/16
Countywide Polling places

ID	(1) Precinct	(2) Polling Location	(3) Polling Location Address	4) Polling Location City, State, Z	(6) Judge Party	(7) Judge Name	(8) Judge Address	(9) Judge City, State, Zip	7) Alternate Judge Par	(18) Alternate Judge Name	(19) Alternate Judge Address	20) Alternate Judge City, State, Zip
1	1-1	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707	Republican	Jon Tritsch	1007 Park Meadow	Beaumont, Tx 77707	Democrat	KERRY EHRENSBERGER	8733 OVERHILL LANE	BEAUMONT, TX 77707
2	1-2	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713	Republican	Doug Wallace	9270 Glynn Ln.	Beaumont, TX 77717	Democrat	SANDRA JACKSON-MOORE	1131 GREEN MEADOW	BEAUMONT, TX 77706
3	1-3	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713	Republican	Mabel Matthews	13365 River Oaks	Beaumont, Tx 77713	Democrat	MILDRED MOSS	13560 WAYSIDE DR.	BEVIL OAKS, TX 77713
4	1-4	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706	Republican	Grace Gearinger	3410 Evalon	Beaumont, TX 77706	Democrat	Ray Nelson	95 Rosine	Beaumont, TX 77707
5	1-5	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706	Republican	Jane Walker	3663 Briar Creek Dr.	Beaumont. Tx 77706	Democrat	Phyllis Ramirez	545 Longmeadow	Beaumont, TX 77707
6	1-6	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707	Republican	Ronald Ellington	3660 Winged Foot	Beaumont, TX 77707	Democrat	EDWIN BEARB	7455 PRESTWICK CIR.	BEAUMONT, TX 77707
7	1-7	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702	Democrat	William Bostic	6255 Etta Ln.	Beaumont, TX 77707	Republican	Nancy Dickey	3410 Redwood Drive	Beaumont, TX 77703
8	1-8	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX 77713	Republican	Susan Tindall	P. O. Box 105	Nome, Tx 77629	Democrat	Carolyn Hardy	PO BOX 522	China, TX 77613
9	1-9	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706	Republican	Kenneth Shipper	3503 Grayson Ln.	Beaumont, TX 777013	Democrat	Helen Stone	2260 21st St.	Beaumont, TX 77706
10	1-10	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708	Democrat	DEBORAH CELESTINE	4950 RICHARD	BEAUMONT, TX 77708	Republican	Julian Lightfoot	2050 - 88 Circle	Beaumont, TX 77707
11	2-1	Hebert Library	2025 Merriman St.	Port Neches, TX 77651	Republican	Lynell Landry	716 Sierra Ct.	Port Neches, Tx 77651	Democrat	Melissa Zambrano	5027 7th St.	Port Arthur, TX 77642
12	2-2	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX 77627	Republican	Emma Ellis	4974 Highland Ave.	Beaumont, TX 77705	Democrat	Sylvia McDuffie	2828 Ave. G	Nederland, TX 77627
13	2-3	Groves Elementary	3901 Cleveland Ave.	Groves, TX 77619	Republican	Sherri Boudreaux	6975 Hansen	Groves, TX 77619	Democrat	ROBERT J. PINKNEY	3731 BLACKBERRY LN.	PORT ARTHUR, TX 77642
14	2-4	Highland Park Elementary	200 S. 6th St.	Nederland, TX 77627	Republican	Linda Sherman	3608 Ave F	Nederland, TX 77627	Democrat	Ron Campbell	101 Dodge Pl.	Port Arthur, TX 77642
15	2-5	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705	Republican	Frankie Hall	6816 32nd St.	Groves, TX 77619	Democrat	Elizabeth Kiel	4025 - 42nd St.	Port Arthur, TX 77642
16	2-6	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704	Republican	Elizabeth Leslie	23469 Burrell Wingate	Beaumont, Tx 77705	Democrat	Alberta Jones	10033 Brooks Rd	BEAUMONT, TX 77705
17	2-7	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705	Republican	Ruth Sherman	2230 FM 365	Beaumont, Tx 77705	Democrat	ROSEMARY MARTIN	215 JOSEPH ST.	BEAUMONT, TX 77705
18	2-8	Nederland Recreation Center	2301 Avenue H	Nederland, TX 77627	Republican	Wanda Lilley	3001 8th St. #47	Port Neches, TX 77651	Democrat	Lorena Jerry	748 E. 9th ST.	Port Arthur, TX 77640
19	2-9	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651	Republican	Everett Culver	714 Wood St.	Port Neches, Tx 77651	Democrat	Gertrude Choate	2712 1st. Ave	Groves, TX 77619
20	2-10	West Groves Education Center	5840 W. Jefferson Blvd.	Groves, TX 77619	Republican	Rodney Williams	3429 Charles Ave.	Groves, Tx 77619	Democrat	Melba LeDoux	3124 High St.	Groves, TX 77619
21	3-1	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640	Democrat	Artemus Hancock	2165 Cashmere Ave.	PORT ARTHUR, TX 77640	Republican	Alan Sturm	3118 Bernhardt Dr.	Port Arthur, TX 77642
22	3-2	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640	Democrat	CHERYL FREEMAN	331 LINKWOOD ST.	PORT ARTHUR,TX 77640-2422	Republican	Nola Hall	2301 Rosedale	Port Arthur, Tx 77642
23	3-3	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640	Democrat	VERNICE MOORE	1219 EAST 9TH	PORT ARTHUR, TX 77640	Republican	Alfred Marshall	1310 10th ST.	Port Arthur, TX 77640
24	3-4	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642	Democrat	Edmonia Henderson	2246 ROBINHOOD DR.	PORT ARTHUR, TX 77640	Republican	Sandy Craigen	2371 Mimosa	Port Arthur, TX 77642
25	3-5	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642	Democrat	JULIA SAMUELS	1725 14ST	PORT ARTHUR, TX 77640	Republican	Blaine Hall	2301 Rosedale	Port Arthur, TX 77642
26	3-6	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642	Democrat	IDA DAVIS	6217 MADISON	GROVES, TX 77619	Republican	Louise Jeter	5301 Garfield Ave	Groves, TX 77619
27	3-7	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642	Democrat	GWENDOLYN BLAKE	1041 W 14TH STREET	PORT ARTHUR, TX 77640	Republican	Pamela Trainer-Burrell	516 Amy	Port Arthur, TX 77640
28	3-8	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655	Republican	Helen Overall	3620 Brentwood Dr.	Beaumont, TX 77706	Democrat	Mary Joseph	2137 Cashmere Dr.	Port Arthur, TX 77640
29	3-9	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642	Democrat	AUDREY PRATER	P.O.Box 1015	PORT ARTHUR, TX 77641-1015	Republican	Gwendolyn Reck	2602 Highland	Nederland, TX 77627
30	3-10	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642	Democrat	MADELINE BROWN	3727 PLATT AVE	PORT ARTHUR, TX 77642	Republican	Janice Morse	3901- 8th Ave.	Port Arthur, Tx 77642
31	4-1	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705	Democrat	CHARLIE MINGO	1425 PIPKIN	BEAUMONT, TX 77705	Republican	Judy Richardson	9349 Gross St.	Beaumont, Tx 77707
32	4-2	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701	Democrat	KIMBERLY LEWIS	2335 ROBERTS	BEAUMONT, TX 77701	Republican	Roosevelt Henry	5790 Springdale Ln.	Beaumont, TX 77708
33	4-3	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703	Democrat	Jerrie Mathis	3730 Acorn Circuit	Beaumont, TX 77703	Republican	Vernon Tubbs	P. O. Box 6421	Beaumont, TX 77725
34	4-4	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622	Republican	Beth Craigen	6743 Willford	Beaumont, Tx 77705	Democrat	SAUNDRA DANIEL	P. O. BOX 303	HAMSHIRE, TX 77622
35	4-5	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701	Democrat	Janet Sterling	1380 Aggie Dr.	Beaumont, TX 77713	Republican	Larry McCown	4755 Hardwood Ln	Beaumont, TX 77706
36	4-6	MLK Middle School	1400 Avenue A	Beaumont, TX 77701	Democrat	Victoria Outlaw	2180 Victoria St.	BEAUMONT, TX 77701	Republican	Jeanene Ebeling	2464 63rd St.	Port Arthur, TX 77640
37	4-7	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703	Democrat	Jackie Duriso	3870 Heatherwood	BEAUMONT, TX 77706	Republican	Sheryl Muller	5220 Wildwood Dr.	Beaumont, TX 77708
38	4-8	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713	Republican	Karen Arrington	1348 Moore Rd	Beaumont, TX 77713	Democrat	David James	9465 Riggs	Beaumont, TX 77707
39	4-9	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703	Democrat	KATHERINE CAMPBELL	1067 WEISS	BEAUMONT, TX 77703	Republican	Deborah Wozniak	395 Georgetown	Beaumont, TX 77707
40	4-10	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705	Democrat	SAM PETERSON	4245 CADILLAC	BEAUMONT, TX 77705	Republican	Jean Baradar	5345 Fannett Rd	Beaumont, TX

NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
November 4, 2014, GENERAL ELECTION
(Advicode Locales y horarioparaelecci'onsadelantadasde
Noviembre 4, 2014 Eleci'on Generale

Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:
(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	**1001 Pearl St., Beaumont, Texas**
Port Arthur Sub-Courthouse	**525 Lakeshore Dr., Port Arthur, Texas**
Rogers Park Recreation Center	**6540 Gladys, Beaumont, Texas**
Port Arthur Public Library	**4615 Ninth Ave, Port Arthur, Texas**
Theodore Johns Library	**4255 Fannett Rd., Beaumont, Texas**
John Paul Davis Community Center	**3580 E Lucas, Beaumont, Texas**
Nederland Recreation Center	**2301 Avenue H, Nederland, Texas**
Groves Recreation Center	**6150 39th Street, Groves, Texas**
Effie & Wilton Hebert Library	**2025 Merriman St., Port Neches, Texas**

DATES AND HOURS FOR ALL ABOVE LOCATIONS:
(Fechas y Horas para todas las localizaciones):

October 20 - 24 *(Octobre 20 - 24)*	Monday - Friday *(Lunes -Viernes)*	8:00 a.m. - 5:00 p.m.
October 25 *(Octobre 25)*	Saturday *(Sábado)*	7:00 a.m. - 7:00 p.m.
October 26 *(Octobre 26)*	Sunday *(Domingo)*	12:00 p.m. - 5:00 p.m.
October 27 - 31 *(Octobre 27-31)*	Monday – Friday *(Lunes – Viernes)*	7:00 a.m. - 7:00 p.m.

DATES AND HOURS FOR LOCATION BELOW:
(Fechas y Horas para todas las localizaciones):

Precinct One Service Center	**1201 W. Hwy. 90, China, Texas**
Jefferson Co. J.P. Pct 4 Bldg **(Judge Chesson's Courtroom)**	**19217 FM 365, Beaumont, Texas**

October 25 *(Octobre 25)*	Saturday *(Sábado)*	7:00 a.m. - 7:00 p.m.
October 26 *(Octobre 26)*	Sunday *(Domingo)*	12:00 p.m. - 5:00 p.m.
October 27 - 29 *(Octobre 27 - 29)*	Monday – Wednesday *(Lunes – Miércoles)*	7:00 a.m. - 7:00 p.m.

DATES AND HOURS FOR LOCATION BELOW:
(Fechas y Horas para todas las localizaciones):

Lamar University-Building TBD	**4400 S. MLK Parkway, Beaumont, Texas**

October 21 – 23 *(Octobre 21 - 23)*	Tuesday - Thursday *(Lunes - Jueves)*	8:00 a.m. - 5:00 p.m.

Loma George

From: Cary Erickson [cerickson@co.jefferson.tx.us]
Sent: Thursday, July 24, 2014 11:52 AM
To: 'Loma George'
Subject: RE: Out of State Travel Policy

Loma - my response to the questions for out of state travel are below.
Thanks for your help.

1. Is the trip budgeted? If not, how is the trip to be funded? The trip was not budgeted. Cigna offered to cover the travel and meeting related expenses for one representative from Jefferson County.

2. Is the training mandatory or does the training directly impact the employee's assigned job duties? The training definitely impacts the employee's job duties as she is directly responsible for monitoring our on-line enrollment system.

3. Does the benefit appear to be worth the cost? Yes.

4. Is the training available locally or within Texas at a lower cost? No.

-----Original Message-----
From: Loma George [mailto:george@co.jefferson.tx.us]
Sent: Thursday, July 24, 2014 11:33 AM
To: 'Cary Erickson'
Subject: Out of State Travel Policy

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH — *LAW ENFORCEMENT*
CHIEF GEORGE MILLER — *CORRECTIONS*
CHIEF MARK DUBOIS — *SERVICES*
CHIEF RON HOBBS — *NARCOTICS*

RECEIVED
JUL 21 2014

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring Correctional Officer Patricia A. Wilson

Date: July 28, 2014

Please place the following item on the Commissioners' Court agenda for Monday, July 28, 2014.

Consider and possible adopt a Resolution recognizing Patricia A. Wilson for 8 years of dedicated service as a Correctional Officer to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

Sincerely,

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County, Texas

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, ***PATRICIA A. WILSON***, has devoted 8 years of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***PATRICIA A. WILSON***, has dedicated her talents and pledged her services as a Corrections Officer at the Jefferson County Correctional Facility; and

WHEREAS, through hard work and commitment to excellence, ***PATRICIA A. WILSON,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***PATRICIA A. WILSON,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***PATRICIA A. WILSON***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this _____ day of _____, 2014.

_____

JUDGE JEFF R. BRANICK
County Judge

_____

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____

COMMISSIONER BRENT WEAVER
Precinct No. 2

_____

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, July 28, 2014

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 28, 2014