

**SPECIAL, 8/4/2014 1:30:00 PM**

BE IT REMEMBERED that on August 04, 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:

*Notice of Meeting and Agenda and Minutes*  
*August 04, 2014*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
August 04, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **04th** day of **August 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:

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

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

## **PURCHASING:**

1. Receive and file bids for (IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA- Round I Disaster Project Now Funded by GLO).

**SEE ATTACHMENTS ON PAGES 10 - 196**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Approve specifications for (IFB 14-033/JW), Re-bid Term Contract for Road Building Materials for Jefferson County.

**SEE ATTACHMENTS ON PAGES 197 - 238**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Approve specifications for (IFB 14-034/KJS), Term Contract for Lease of Hangar #7 at Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 239 - 272**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

4. Award (RFP 14-019/JW), Auditing Services for Jefferson County to Pattillo, Brown, & Hill, L.L.P.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
August 04, 2014*

5. Award Request for Qualifications (RFQ 14-030/KJS) Grant Administration and Management Services for TDA's Community Development Block Grant Program Cheek Phase IV, to Griffith Moseley Johnson & Associates.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Award (IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA-Round I Disaster Project Now Funded by GLO) to N&T Construction in the amount of \$1,955,000.00 and 300 Calendar Days.

**SEE ATTACHMENTS ON PAGES 273 - 274**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

7. Consider and approve, execute, receive and file a renewal for (IFB 11-030/AW), Term Contract for Correctional Facility (Jefferson County) Equipment and Uniforms with Lone Star Uniforms, Inc. and Texas Code Blue for a third additional (1) one year renewal from September 9, 2014 to September 8, 2015.

**SEE ATTACHMENTS ON PAGES 275 - 276**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

8. Consider and approve, execute, receive and file a price extension for (IFB 09-116/KJS), Term Contract for Road Building Materials for Jefferson County with APAC-Texas, Knife River, and Vulcan Construction Materials for a period of 35 days, extending the current contract expiration from August 13, 2014 to September 15, 2014.

**SEE ATTACHMENTS ON PAGES 277 - 279**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
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9. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 280 - 281**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

10. Consider and possibly authorize the County Judge to execute an Air Monitoring Site Agreement between Jefferson County and the Texas Commission on Environmental Quality to locate and operate a continuous air monitoring station at the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 282 - 285**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

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

111-0102-431-1005	EXTRA HELP	\$6,000.00	
111-0102-431-3079	CRUSHED STONE		\$6,000.00

**SEE ATTACHMENTS ON PAGES 286 - 286**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

12. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost for repairs.

114-0405-431-4018	ROAD MACHINERY	\$3,372.00	
114-0409-431-6011	ROAD MACHINERY		\$1,086.00
116-0611-452-4009	BUILDINGS AND GROUNDS		\$2,286.00

**SEE ATTACHMENTS ON PAGES 287 - 287**

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

13. Consider and approve budget transfer - Constable, Precinct 6 - purchase of three car video systems.

**Tabled for further consideration on video options**

120-3070-425-6035	COMMUNICATION EQUIPMENT	\$29,000.00	
120-3070-425-1005	EXTRA HELP		\$20,000.00
120-3070-425-1098	OVERTIME ALLOWANCE		\$2,725.00
120-3070-425-3084	MINOR EQUIPMENT		\$6,275.00

**SEE ATTACHMENTS ON PAGES 288 - 290**

**Action: TABLED**

14. Consider and approve budget amendment - Transfer Out-Capital Projects Fund - additional projects.

120-0000-491-8006	CAPITAL PROJECTS FND #311	\$100,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$51,650.00
110-2027-412-5055	PETIT JURORS		\$48,350.00

**SEE ATTACHMENTS ON PAGES 291 - 291**

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

15. Consider and approve Maintenance Agreement for the Automated Victim Notification Services and Service Agreement Renewal Notice in the amount of \$27,715.32 for the period September 1, 2014 through August 31, 2015.

**SEE ATTACHMENTS ON PAGES 292 - 293**

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

*Notice of Meeting and Agenda and Minutes  
August 04, 2014*

16. Execute, receive, and file contract for arraignment services and all other duties to be performed by Judge Leonard Giblin, Jr., Judge Harold Plessala, or other qualified magistrate for the period 10/1/2014 - 9/30/2015.

**SEE ATTACHMENTS ON PAGES 294 - 294**

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

17. Consider and approve acceptance of donation for Legacy Community Development Corporation in the amount of \$14,371.22 for the benefit of Cheek First Time Sewer Project.

**SEE ATTACHMENTS ON PAGES 295 - 295**

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

18. Regular County Bills - check #396528 through check #396786.

**SEE ATTACHMENTS ON PAGES 296 - 305**

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

**COUNTY COMMISSIONERS:**

19. Consider and possibly approve the adoption of a Proclamation recognizing the Pioneering Women who have given of themselves to assist women in achieving greater heights to improve the quality of life throughout our community.

**SEE ATTACHMENTS ON PAGES 306 - 306**

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

*Notice of Meeting and Agenda and Minutes  
August 04, 2014*

20. Receive and file executed Funding Agreement for Round VIII between Jefferson County and the Texas Historical Commission for rehabilitation and restoration of the Jefferson County Courthouse.

**SEE ATTACHMENTS ON PAGES 307 - 321**

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

21. Consider and possibly authorize the County Judge to execute GLO Contract No. 11-239-000-4825, CEPRA No. 1516, Amendment No. 3 to extend the term of the contract between Jefferson County, Texas and the General Land Office.

**SEE ATTACHMENTS ON PAGES 322 - 324**

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

22. Receive and file executed Chapter 381 Economic Development Incentive Agreement between Jefferson County and Gusher Falls LLC.

**SEE ATTACHMENTS ON PAGES 325 - 351**

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

23. Receive and file executed Chapter 381 Economic Development Incentive Agreement between Jefferson County and Pate Development LLC.

**SEE ATTACHMENTS ON PAGES 352 - 380**

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

## **COUNTY TAX ASSESSOR-COLLECTOR:**

24. Consider and possibly adopt a Resolution recognizing Jo Marie Hebert for 21 years of dedicated service to the Jefferson County Tax Office and to the citizens of Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 381 - 381**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**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.**

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**Jeff R. Branick  
County Judge**

**DANIELS BUILDING & CONSTRUCTION, INC.  
EXECUTION PLAN FOR COMPLIANCE WITH  
SECTION 3 OF THE HUD ACT OF 1968**

In efforts to comply with Section 3 of the HUD Act of 1968, Daniels sought out Section 3 business concerns by offering invitations to bid the Jefferson County New Health Clinic, to be located in Port Arthur, Texas. Several attempts were made in order to attract Section 3 business concerns. In the event that any of the Section 3 business concerns are low bidder, Daniels will award contracts to those that meet Section 3 requirements.

Daniels has advertised with flyers and public housing postings in order to reach out to the Southeast Texas community, focusing on Jefferson County.

The following attempts were made in order to be Section 3 compliant, for resident and business concerns:

1. In the event Daniels had job opportunities made available, competent Section 3 applicants will be hired in an effort to comply with Section 3 resident requirements. Efforts to seek out these potential employees would be posted through Texas Workforce Commission ([www.workintexas.com](http://www.workintexas.com)).
2. Daniels has utilized the Beaumont Housing Authority by posting the attached advertisement at the BHA facility with sufficient time for Section 3 business concerns to collect plans and specifications for the bidding project.
3. Daniels also sought out Section 3 business concerns that worked on previous jobs contracted to Daniels. Please see attached email with invitation to bid.
4. Daniels made an attempt to contact National Minority Association, Beaumont Chapter.

All bid packets have included information about Section 3 requirements. If noted as a Section 3 business concern, the form noted as "Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability" shall be completed by the applicable subcontractor. In the event of a low bid, the subcontractor that is certified as a Section 3 business concern shall be awarded the job in order to reach compliance.

In addition to the information listed above, Daniels has and will continue to maintain records of all attempts taken in order to reach compliance in case numerical goals set forth by HUD are not attainable. Daniels will also be responsible for obtaining Monthly Compliance reports from the subcontractors and distributing these documents to the Section 3 coordinator in a timely manner.

## SECTION 3 OPPORTUNITIES FOR BIDDING SUBCONTRACTORS

### JEFFERSON COUNTY OFFICE BUILDING – PORT ARTHUR, TX

Located in Port Arthur, Texas, the new building will be approximately 14,300 SF, with all related utilities and parking areas. Work of this Contract includes all related services and materials required for a complete and operable building complying with all the requirements of the City of Port Arthur, Jefferson County, the State of Texas, and United States.

Specification and plans for this project may be obtained from the website <http://www.co.jefferson.tx.us>, under Purchasing/Notice for Bids.

Bids from subcontractors will be received until 10 a.m. on July 29, 2014, for construction on the Jefferson County New Health Clinic. Bids may be faxed to (409) 838-9006 or emailed to [daniels@danielsinc.com](mailto:daniels@danielsinc.com).

For more information about this project, please email [daniels@danielsinc.com](mailto:daniels@danielsinc.com).



**HOUSING AUTHORITY**  
*of the City of Beaumont, Texas*

**PAULA NICHOLAS**  
*Senior Financial Specialist/Procurement*

1890 Laurel St. • Beaumont, TX 77701  
ofc: (409) 951-7212  
fax: (409) 951-7271

E-mail: [nicholaspa@bmtha.org](mailto:nicholaspa@bmtha.org)  
Website: [www.bmtha.org](http://www.bmtha.org)

**Charissa Lewis**

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**From:** Mike Graves  
**Sent:** Wednesday, July 23, 2014 9:25 AM  
**To:** coltool@aol.com  
**Cc:** Charissa Lewis  
**Subject:** Jefferson County Office Building  
**Attachments:** Section 3 Invitation.pdf

Attached is invitation to bid Jefferson County Office Building.

## SECTION 3 OPPORTUNITIES FOR BIDDING SUBCONTRACTORS

### JEFFERSON COUNTY OFFICE BUILDING – PORT ARTHUR, TX

Located in Port Arthur, Texas, the new building will be approximately 14,300 SF, with all related utilities and parking areas. Work of this Contract includes all related services and materials required for a complete and operable building complying with all the requirements of the City of Port Arthur, Jefferson County, the State of Texas, and United States.

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For more information about this project, please email [daniels@danielsinc.com](mailto:daniels@danielsinc.com).

# CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Daniels Building & Construction, Inc.

Name of Prime Contractor

Project Name & Number

Jefferson County New Health Clinic

(TDRA - Round I Disaster Project Now Funded by  
GLO) 14-018/KJS

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name Janet Daniels, President

Name & Title of Signer (Print or Type)

  
Signature

07/29/2014

Date

## CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned Janet Daniels of Daniels Building & Construction, Inc. certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Signed:  Janet Daniels Date: 07/29/2014  
Title: President

### 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 Janet Daniels, who  
(Name)

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

“I, Janet Daniels am a duly authorized officer of/agent  
(Name)  
for Daniels Building & Construction, Inc. and have been duly authorized to execute the  
(Name of firm)  
foregoing on behalf of the said Daniels Building & Construction, 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: Daniels Building & Construction, Inc.  
P.O. Box 20878 - Beaumont, Texas 77720-0878

Fax: (409) 838-9006 Telephone# (409) 838-3006

by: Janet Daniels Title: President  
(Print name)

Signature: *Janet Daniels*

SUBSCRIBED AND SWORN to before me by the above-named Janet Daniels on

this the 29th day of July, 2014.

*Stephanie L. Staudenmier* Notary Public in and for the State of Texas



### ATTORNEY'S REVIEW CERTIFICATION (Recommended)

I, the undersigned, BILL RICHEY, the duly authorized and acting legal representative of the Daniels Building & Construction, Inc., do hereby certify as follows:

BR

I have examined the attached <sup>forms of</sup> contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: Bill Richey Date: 7/28/14  
Print Attorney's Name: BILL RICHEY

**GRIFFIN & MATTHEWS***Attorneys at Law*

SANTA FE DEPOT

400 NECHES AT CROCKETT

BEAUMONT, TEXAS 77701

TELEPHONE (409) 832-6006 TELECOPIER (409) 832-1000

BILL RICHEY

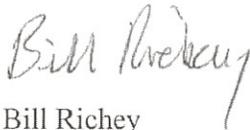
HOUSTON

July 28, 2014

TO WHOM IT MAY CONCERN:

The payment bond and performance bond forms which were reviewed contained scanning and typographical errors which may affect the enforceability of the bonds.

Sincerely,



Bill Richey

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

A \_\_\_\_\_, hereinafter called Principal,  
(Corporation / Partnership)

and \_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

Hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

Hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

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

**CONDITION**

THE ~~CONFIDENTIALITY~~ OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

*one* IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-parts, each ~~on~~ of ~~(Number)~~ which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary) By \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness as to Surety) By \_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor or Company)

\_\_\_\_\_ (Address)

a \_\_\_\_\_ hereinafter called Principal, and

\_\_\_\_\_ (Name of Surety Company)

\_\_\_\_\_ (Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_ (Name of Recipient)

\_\_\_\_\_ (Recipient's Address)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, on this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary) By \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness as to Surety) By \_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="padding-left: 40px;">Daniels Building &amp; Construction, Inc.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="padding-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="padding-left: 40px;">None</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="padding-left: 40px;">None</p>	

**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.



Janet Daniels, President  
Signature of person doing business with the governmental entity

07/29/2014

Date

Daniels Building & Construction, Inc.

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

*This information must be submitted with your bid.*

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

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

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

**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.**

\_\_\_\_\_  
Janet Daniels  
Printed Name of Authorized Representative

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
07/29/2014  
Date

## 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 Daniels Building & Construction, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	74-1871974
Company Name submitting bid/proposal:	Daniels Building & Construction, Inc.
Mailing address:	P.O. Box 20878 - Beaumont, Texas 77720-0878
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
See attached list	

\* 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.

Property Search Results > 1 - 8 of 8 for Year 2014

[New Search](#)

Click the "Details" or "Map" link to view more information about the property or click the checkbox next to each property and click "View Selected on Map" to view the properties on a single map.

Property Address  Legal Description

Property ID	Geographic ID	Type	Property Address	Owner Name	Appraised Value	
109443	065950-000-004300-00000-8	Real	265 14TH S ST TX	DANIELS BUILDING &	N/A	<a href="#">View Details</a>
109444	065950-000-004400-00000-6	Real	249 14TH S ST TX	DANIELS BUILDING &	N/A	<a href="#">View Details</a>
109445	065950-000-004500-00000-3	Real	245 14TH S ST TX	DANIELS BUILDING &	N/A	<a href="#">View Details</a>
109446	065950-000-004600-00000-1	Real	225 14TH S ST TX	DANIELS BUILDING &	N/A	<a href="#">View Details</a>
109447	065950-000-004700-00000-9	Real	2955 CEDAR W ST TX	DANIELS BUILDING &	N/A	<a href="#">View Details</a>
121752	240306-000-000700-00000-6	Real	310 13TH S ST TX	DANIELS BUILDING &	N/A	<a href="#">View Details</a>
121774	240306-000-002810-00000-1	Real	2898 CEDAR W ST TX	DANIELS BUILDING & CONST INC	N/A	<a href="#">View Details</a>
168863	700000-000-153290-00000-5	Personal	2898 CEDAR W ST BEAUMONT, TX	DANIELS BUILDING & CONST INC	N/A	<a href="#">View Details</a>

Page: 1

[View Selected on Map](#)

Questions Please Call (409) 840-9944

**This year is not certified and ALL values will be represented with "N/A".**

Website version: 1.2.2.2

Database last updated on: 7/26/2014 12:14 AM

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### BIDDER CONTACT INFORMATION

**(IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA- Round I Disaster Project Now Funded by GLO)**

Daniels Building & Construction, Inc.  
Company Name

Point of contact for this offer:

P.O. Box 20878  
Address

Janet Daniels  
Name (Printed)

Beaumont Texas 77720-0878  
City State Zip

(409) 838-3006 (409) 838-9006  
Phone Fax

  
Signature of Point of Contact

daniels@danielsinc.com  
E-mail

President  
Title

**Bid bond return address:**

Daniels Building & Construction, Inc.

P.O. Box 20878

Beaumont, Texas 77720-0878

**CONTRACTOR'S LOCAL OPPORTUNITY PLAN**  
*Completed by all contractors if Contract exceeds \$100,000.00*

Daniels Building & Construction, Inc. agrees to implement the following specific  
*(Name of Company)*

affirmative action steps directed at increasing the utilization of lower income residents and businesses within the \_\_\_\_\_ of Jefferson County, Texas.

A. To ascertain from the Locality's program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the Grantee/Locality the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert the Section 3 Contract Provisions clause in all subcontracts over \$100,000; to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment.

E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

F. To insure that subcontracts (greater than \$10,000.00), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Employment Opportunity (EEO) Officer to coordinate the implementation of this Section 3 plan.

J. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions, and to update these projections based on the extent to which hiring meets these Local Opportunity Objectives.

L. To submit prior to final payment, Tables C and D to the Jefferson County, TX which includes all applicable hires and subcontractors utilized on this project.

M. For employment, 30 percent of all "new hires, at all levels, in conjunction with the project must be Section 3 Residents. As stated previously, the extension of employment opportunities to Section 3 Residents does not preclude the necessity for meeting the qualifications of the job

N. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for construction awarded through this grant, and at least 3 percent of the total dollar amount of all Section 3 covered contracts must be targeted to Section 3 business concerns

For D. and E. above, loans, grants, contracts, and subsidies for less than \$100,000.00 will be exempt.

For M. and N. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet the goals. This will include documentation of ALL efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of Daniels Building & Construction, Inc. we the undersigned have  
*(Name of Construction Company)*

read and fully agree to this Plan, and become party to the full implementation of the program and its provisions.

We appoint Charissa Lewis as our EEO Officer  
*(Name of Appointee)*

  
*Signature of Appointing Officer* Janet Daniels

President  
*Title*

07/29/2014  
*Date*

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Daniels Building & Construction, Inc. Date Organized: 1957

Address: P.O. Box 20878 - Beaumont, TX 77720 Date Incorporated June 1976

Number of Years in contracting business under present name 38 years:

### CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
----------	-----------	-----------------

See attached Current/Completed Projects List

Type of work performed by your company: General Construction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
---------	-----------	-----------------

See attached Current/Completed Projects List

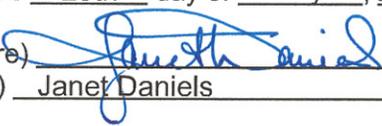
Major equipment available for **this** contract: See attached List of Equipment Available for Project

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

Credit available: \$ \_\_\_\_\_ Bank reference: Capital One Bank  
Bill Darling (409) 838-0234

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

Executed this 29th day of July, 2014.

By: (signature)  Title: President  
(print name) Janet Daniels

# CURRENT / COMPLETED PROJECTS

(Last 5 Years)

**Project Name:** New Administration Building  
**Owner:** KMTEX  
 2450 South Gulfway Drive - Port Arthur, TX 77640  
**Owner Contact:** Matt Williams **Phone:** (409) 984-1416  
**Fax:**

**Architect:** Architectural Alliance, Inc.  
 350 Pine Street, Suite 720 - Beaumont, TX 77701  
**Archt. Contact:** Rob Clark **Phone:** (409) 866-7196  
**Fax:** (409) 866-1745

**Project Mgr.:** Cody Williford **Project Supt.:** Vance Cawley  
**Start Date:** TBD **Completion Date:** TBD  
**Project Size:** TBD  
**Project Cost:** TBD **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: TBD  
 Electrical: TBD  
 Plumbing: TBD

**Project Name:** Renovations to Reagent Chemical & Research, Inc.  
**Owner:** Reagent Chemical & Research, Inc.  
 115 Rt. 202-31 South - Ringoes, NJ 08551  
**Owner Contact:** Steve Bendig **Phone:**  
**Fax:**

**Architect:** The LaBiche Architectural Group, Inc.  
 7999 Gladys Ave., Suite 101 - Beaumont, TX 77706  
**Archt. Contact:** Dohn LaBiche **Phone:** (409) 860-0197  
**Fax:** (409) 860-0198

**Project Mgr.:** Cody Williford **Project Supt.:** Charley Messina  
**Start Date:** February 2014 **Completion Date:** July 2014  
**Project Size:** 5,200 SF  
**Project Cost:** \$517,040 **Delivery Method:** Competitive  
**MEP Subs.:** Mechanical: Air Services Sealed Proposal  
 Electrical: Electrical Specialties, Inc.  
 Plumbing: Big Thicket Plumbing, Inc.

**Project Name:** 2013 Bond Program - Additions & Renovations  
**Owner:** Little Cypress-Mauriceville C.I.S.D.  
 6586 FM 1130 - Orange, TX 77632  
**Owner Contact:** Greg Perry **Phone:** (409) 883-2232  
**Fax:**

**Architect:** Mark Magnuson & Associates, Inc.  
 704 Texas Avenue - Bridge City, TX 77611  
**Archt. Contact:** Mark Magnuson **Phone:** (409) 749-9689  
**Fax:**

**Project Mgr.:** **Project Supt.:**  
**Start Date:** June 2014 **Completion Date:** August 2016  
**Project Size:** 345,300 SF  
**Project Cost:** \$52,000,000 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: TBD  
 Electrical: TBD  
 Plumbing: TBD

**Project Name:** New Office Building  
**Owner:** M & I Electric Industries, Inc.  
 4775 M.L. King Parkway - Beaumont, TX 77705  
**Owner Contact:** Landon Frioux **Phone:** (409) 838-0441  
**Fax:** (409) 838-1066

**Architect:** Architectural Alliance, Inc.  
 350 Pine Street, Suite 720 - Beaumont, TX 77701  
**Archt. Contact:** Rob Clark **Phone:** (409) 866-7196  
**Fax:** (409) 866-1745

**Project Mgr.:** John Polk **Project Supt.:** Glenn Eubanks  
**Start Date:** December 2013 **Completion Date:** July 2014  
**Project Size:** 10,900 SF  
**Project Cost:** \$1,537,000 **Delivery Method:** Design-Build  
**MEP Subs.:** Mechanical: Associated Mechanical Services, Inc.  
 Electrical: Jefferson Electric Co., Inc.  
 Plumbing: Big Thicket Plumbing, Inc.

**Project Name:** Plant Expansion Project - Crane Building  
**Owner:** M & I Electric Industries, Inc.  
 4775 M.L. King Parkway - Beaumont, TX 77705  
**Owner Contact:** Landon Frioux **Phone:** (409) 838-0441  
**Fax:** (409) 838-1066

**Architect:** N/A

**Archt. Contact:** N/A **Phone:**  
**Fax:**

**Project Mgr.:** John Polk **Project Supt.:** Glenn Eubanks  
**Start Date:** October 2013 **Completion Date:** May 2014  
**Project Size:** 33,950 SF  
**Project Cost:** \$2,034,422 **Delivery Method:** Design-Build  
**MEP Subs.:** Mechanical: Cobb Air Conditioning Co.  
 Electrical: Jefferson Electric Co., Inc.  
 Plumbing: Big Thicket Plumbing, Inc.

**Project Name:** Phase 3 Renovations  
**Owner:** Calder Baptist Church  
 1005 North 11th Street - Beaumont, TX 77702  
**Owner Contact:** Rev. Jim Fuller **Phone:** (409) 892-4251  
**Fax:** (409) 892-7602

**Architect:** Architectural Alliance, Inc.  
 6654 Phelan Boulevard - Beaumont, TX 77706  
**Archt. Contact:** Rob Clark **Phone:** (409) 866-7196  
**Fax:** (409) 866-1745

**Project Mgr.:** Mike Graves **Project Supt.:** Don Sample  
**Start Date:** June 2013 **Completion Date:** March 2014  
**Project Size:** 10,000 SF  
**Project Cost:** \$1,184,395 **Delivery Method:** Negotiated  
**MEP Subs.:** Mechanical: Efficient Systems  
 Electrical: Gold Crest Electric Co., Inc.  
 Plumbing: Alcode Plumbing

**Project Name:** Beaumont Spindletop Housing  
**Owner:** Spindletop Center  
 P.O. Box 3846 - Beaumont, TX 77704  
**Owner Contact:** Sally Broussard **Phone:** (409) 839-1000  
**Fax:** (409) 839-2268

**Architect:** The LaBiche Architectural Group, Inc.  
 7999 Gladys Ave., Suite 101 - Beaumont, TX 77706  
**Archt. Contact:** Dohn LaBiche **Phone:** (409) 860-0197  
**Fax:** (409) 860-0198

**Project Mgr.:** John Polk **Project Supt.:** Clayton Ard, Jr.  
**Start Date:** August 2013 **Completion Date:** May 2014  
**Project Size:** 10,600 SF  
**Project Cost:** \$1,653,364 **Delivery Method:**  
**MEP Subs.:** Mechanical: Cobb Air Conditioning Co.  
 Electrical: Allied Electrical Contractors  
 Plumbing: Alcode Plumbing

**Project Name:** Educational Service Center  
**Owner:** West Orange-Cove C.I.S.D.  
 505 North 15th Street - Orange, TX 77630  
**Owner Contact:** James Colbert **Phone:** (409) 882-5437  
**Fax:** (409) 882-5452

**Architect:** Pfluger Associates Architects, L.P.  
 4916 Main Street, Suite 100 - Houston, TX 77002  
**Archt. Contact:** Michelle Dudley **Phone:** (713) 222-1141  
**Fax:** (713) 222-1174

**Project Mgr.:** John Polk **Project Supt.:** Charley Messina  
**Start Date:** May 2013 **Completion Date:** December 2013  
**Project Size:** 41,800 SF  
**Project Cost:** \$2,913,652 **Delivery Method:** Competitive  
**MEP Subs.:** Mechanical: Associated Mech. Sealed Proposal  
 Electrical: Knost Electric, Inc.  
 Plumbing: Plumbing Specialties

**Project Name:** Campus Renovations  
**Owner:** Bridge City Independent School District  
 1031 West Roundbunch Road - Bridge City, TX 77611  
**Owner Contact:** John Scales **Phone:** (409) 735-1601  
**Fax:** (409) 735-1651  
**Architect:** Mark Magnuson & Associates, Inc.  
 704 Texas Avenue - Bridge City, TX 77611  
**Arch. Contact:** Mark Magnuson **Phone:** (409) 749-9689  
**Fax:**  
**Project Mgr.:** Cody Williford **Project Supt.:** Mike Messina  
**Start Date:** June 2013 **Completion Date:** February 2014  
**Project Size:** 12,000 SF  
**Project Cost:** \$1,000,000 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Thermocon Service Company, Inc.  
 Electrical: Newtron Electrical Services  
 Plumbing: Plumbing Specialties

**Project Name:** FEMA/TSSI Dome & Fine Arts/Auditorium/Convention Center  
**Owner:** Lumberton Independent School District  
 121 South Main - Lumberton, TX 77657  
**Owner Contact:** John Valastro **Phone:** (409) 923-7580  
**Fax:** (409) 755-7848  
**Architect:** Cutright & Allen, Inc.  
 111 East Travis, Suite 222 - LaGrange, TX 78945  
**Arch. Contact:** Brad Cutright **Phone:** (979) 968-8888  
**Fax:** (979) 968-8887  
**Project Mgr.:** Mike Graves **Project Supt.:** James Haggard  
**Start Date:** June 2013 **Completion Date:** August 2014  
**Project Size:** 25,447 SF  
**Project Cost:** \$5,886,600 **Delivery Method:** Competitive  
**MEP Subs.:** Mechanical: C & I Mechanical Sealed Proposal  
 Electrical: Knost Electric, Inc.  
 Plumbing: All Star Plumbing, Inc.

**Project Name:** Dispatch Center  
**Owner:** Chambers County, TX  
 P.O. Box 939 - Anahuac, TX 77514  
**Owner Contact:** Quinton Adams **Phone:**  
**Fax:**  
**Architect:** PGAL, Inc.  
 3131 Briarpark, Suite 200 - Houston, TX 77042  
**Arch. Contact:** Michael Lloyd **Phone:** (713) 622-1444  
**Fax:** (713) 968-9333  
**Project Mgr.:** John Polk **Project Supt.:** Mike Messina  
**Start Date:** July 2012 **Completion Date:** April 2013  
**Project Size:** 3,000 SF  
**Project Cost:** \$871,995 **Delivery Method:** Competitive  
**MEP Subs.:** Mechanical: Associated Mech. Sealed Proposal  
 Electrical: D & H Electrical  
 Plumbing: All Star Plumbing, Inc.

**Project Name:** Cafeteria Renovations at Intermediate School  
**Owner:** Lumberton Independent School District  
 121 South Main - Lumberton, TX 77657  
**Owner Contact:** John Valastro **Phone:** (409) 923-7580  
**Fax:** (409) 755-7848  
**Architect:** Cutright & Allen, Inc.  
 111 East Travis, Suite 222 - LaGrange, TX 78945  
**Arch. Contact:** Brad Cutright **Phone:** (979) 968-8888  
**Fax:** (979) 968-8887  
**Project Mgr.:** Mike Graves **Project Supt.:** James Haggard  
**Start Date:** June 2012 **Completion Date:** August 2012  
**Project Size:** 2,000 SF  
**Project Cost:** \$203,497 **Delivery Method:** Competitive  
**MEP Subs.:** Mechanical: Metal Industries Sealed Proposal  
 Electrical: Gold Crest Electric Co.  
 Plumbing: Plumbing Specialties

**Project Name:** Bleacher Expansion at Stadium  
**Owner:** Lumberton Independent School District  
 121 South Main - Lumberton, TX 77657  
**Owner Contact:** John Valastro **Phone:** (409) 923-7580  
**Fax:** (409) 755-7848  
**Architect:** Cutright & Allen, Inc.  
 111 East Travis, Suite 222 - LaGrange, TX 78945  
**Arch. Contact:** Brad Cutright **Phone:** (979) 968-8888  
**Fax:** (979) 968-8887  
**Project Mgr.:** Mike Graves **Project Supt.:** James Haggard  
**Start Date:** June 2012 **Completion Date:** August 2012  
**Project Size:** N/A  
**Project Cost:** \$675,693 **Delivery Method:** Competitive  
**MEP Subs.:** Mechanical: N/A Sealed Proposal  
 Electrical: JPL Electric, LLC  
 Plumbing: N/A

**Project Name:** Cafeteria Expan. Interior Upgrades - Austin Middle School  
**Owner:** Beaumont Independent School District  
 3395 Harrison Avenue - Beaumont, TX 77706  
**Owner Contact:** Claudine Starita (Parsons) **Phone:** (409) 617-5781  
**Fax:** (409) 617-5779  
**Architect:** STOA/Golemon/Bulullo Architects  
 6213 Skyline Drive, Suite 200 - Houston, TX 77057  
**Arch. Contact:** David Lee **Phone:** (713) 995-8784  
**Fax:** (713) 995-8765  
**Project Mgr.:** Mike Graves **Project Supt.:** James Haggard  
**Start Date:** November 2011 **Completion Date:** April 2012  
**Project Size:** 6,572 SF  
**Project Cost:** \$554,776 **Delivery Method:** Competitive  
**MEP Subs.:** Mechanical: Associated Mech. Sealed Proposal  
 Electrical: Knost Electric, Inc.  
 Plumbing: All Star Plumbing, Inc.

**Project Name:** The Stark Foundation Accessibility Program  
**Owner:** The Nelda C. and H.J. Lutcher Stark Foundation  
 P.O. Drawer 909 - Orange, TX 77631  
**Owner Contact:** Gus Harris **Phone:** (409) 883-0405  
**Fax:** (409) 883-3530  
**Architect:** Architectural Alliance, Inc.  
 6654 Phelan Boulevard - Beaumont, TX 77706  
**Arch. Contact:** Rob Clark **Phone:** (409) 866-7196  
**Fax:** (409) 866-1745  
**Project Mgr.:** John Polk **Project Supt.:** Wilbur Clark  
**Start Date:** June 2008 **Completion Date:** October 2011  
**Project Size:**  
**Project Cost:** \$4,127,488 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: N/A  
 Electrical: Gulf Coast Electric Co., Inc.  
 Plumbing: Hinote Plumbing, Inc.

**Project Name:** Junior High School Renovations  
**Owner:** Warren Independent School District  
 P.O. Box 69 - Warren, TX 77664  
**Owner Contact:** **Phone:** (409) 547-2241  
**Fax:** (409) 547-3105  
**Architect:** Long Architects, Inc.  
 6465 Calder, Suite 206 - Beaumont, TX 77706  
**Arch. Contact:** Philip Long **Phone:** (409) 866-3443  
**Fax:** (409) 866-3603  
**Project Mgr.:** Gary Ferguson **Project Supt.:** Vance Cawley  
**Start Date:** December 2010 **Completion Date:** August 2011  
**Project Size:** 40,000 SF  
**Project Cost:** \$1,223,930 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Cobb Air Conditioning Co.  
 Electrical: Electrical Specialties, Inc.  
 Plumbing: Plumbing Specialties

**Project Name:** New Field House  
**Owner:** Warren Independent School District  
P.O. Box 69 - Warren, TX 77664

**Owner Contact:** **Phone:** (409) 547-2241  
**Fax:** (409) 547-3105

**Architect:** Long Architects, Inc.  
6465 Calder, Suite 206 - Beaumont, TX 77706

**Arch. Contact:** Philip Long **Phone:** (409) 866-3443  
**Fax:** (409) 866-3603

**Project Mgr.:** Gary Ferguson **Project Supt.:** Vance Cawley  
**Start Date:** June 2010 **Completion Date:** December 2010

**Project Size:** 15,000 SF

**Project Cost:** \$2,045,228 **Delivery Method:** CMAR

**MEP Subs.:** Mechanical: Ferrara's Heating & Air Co.  
Electrical: All Pro Electrical  
Plumbing: Plumbing Specialties

**Project Name:** Renovations to Police, Municipal Court & Fire Facility  
**Owner:** City of Port Arthur  
444 4th Street - Port Arthur, TX 77641

**Owner Contact:** Chief Mark Blanton **Phone:** (409) 983-8115  
**Fax:** (409) 983-8291

**Architect:** PGAL  
3131 Briarpark, Suite 200 - Houston, TX 77042

**Arch. Contact:** Chris Casey **Phone:** (713) 622-1444  
**Fax:** (713) 968-9333

**Project Mgr.:** John Polk **Project Supt.:** Charley Messina  
**Start Date:** November 2010 **Completion Date:** March 2012

**Project Size:** 8,530 SF

**Project Cost:** \$2,388,810 **Delivery Method:** Design-Build

**MEP Subs.:** Mechanical: C & I Mechanical  
Electrical: Allied Electrical Contractors  
Plumbing: All Star Plumbing, Inc.

**Project Name:** Expansion of Processing Plant for DJ's Boudain  
**Owner:** JATH, Ltd.  
4840 Lafin Drive - Beaumont, TX 77705

**Owner Contact:** Bill Neild **Phone:** (409) 839-4522  
**Fax:** (409) 839-4534

**Architect:** Tschoepe ArchComm Architects  
1840 Lockhill-Selma, #101 - San Antonio, TX 78213

**Arch. Contact:** Bruce Tschoepe **Phone:** (210) 308-9905  
**Fax:** (210) 308-9936

**Project Mgr.:** Cody Williford **Project Supt.:** Eddie Malmay  
**Start Date:** April 2010 **Completion Date:** July 2011

**Project Size:** 11,850 SF

**Project Cost:** \$2,045,228 **Delivery Method:** CMAR

**MEP Subs.:** Mechanical: BK Mechanical Services, Inc.  
Electrical: A & A Electric Co.  
Plumbing: Plumbing Specialties

**Project Name:** New Elementary School  
**Owner:** Bridge City Independent School District  
1031 West Roundbunch Road - Bridge City, TX 77611

**Owner Contact:** John Scales **Phone:** (409) 735-1601  
**Fax:** (409) 735-1651

**Architect:** Mark Magnuson & Associates, Inc.  
704 Texas Avenue - Bridge City, TX 77611

**Arch. Contact:** Mark Magnuson **Phone:** (409) 749-9689  
**Fax:**

**Project Mgr.:** Mike Graves **Project Supt.:** Mike Messina  
**Start Date:** January 2010 **Completion Date:** May 2011

**Project Size:** 100,000 SF

**Project Cost:** \$24,450,945 **Delivery Method:** CMAR

**MEP Subs.:** Mechanical: Calcasieu Mechanical Contractors  
Electrical: Gold Crest Electric Company, Inc.  
Plumbing: Plumbing Specialties

**Project Name:** Storm Repair & Renovs. to Bridge City Middle School  
**Owner:** Bridge City Independent School District  
1031 West Roundbunch Road - Bridge City, TX 77611

**Owner Contact:** John Scales **Phone:** (409) 735-1601  
**Fax:** (409) 735-1651

**Architect:** Mark Magnuson & Associates, Inc.  
704 Texas Avenue - Bridge City, TX 77611

**Arch. Contact:** Mark Magnuson **Phone:** (409) 749-9689  
**Fax:**

**Project Mgr.:** Mike Graves **Project Supt.:** John Hamilton  
**Start Date:** June 2009 **Completion Date:** November 2009

**Project Size:**

**Project Cost:** \$780,463 **Delivery Method:** CMAR

**MEP Subs.:** Mechanical: N/A  
Electrical: Gulf Coast Electric Co.  
Plumbing: Plumbing Specialties

**Project Name:** Storm Repair & Renovs. to Bridge City Inter. School  
**Owner:** Bridge City Independent School District  
1031 West Roundbunch Road - Bridge City, TX 77611

**Owner Contact:** John Scales **Phone:** (409) 735-1601  
**Fax:** (409) 735-1651

**Architect:** Mark Magnuson & Associates, Inc.  
704 Texas Avenue - Bridge City, TX 77611

**Arch. Contact:** Mark Magnuson **Phone:** (409) 749-9689  
**Fax:**

**Project Mgr.:** Mike Graves **Project Supt.:** John Hamilton  
**Start Date:** June 2009 **Completion Date:** November 2009

**Project Size:**

**Project Cost:** \$1,156,267 **Delivery Method:** CMAR

**MEP Subs.:** Mechanical: N/A  
Electrical: Gulf Coast Electric Co.  
Plumbing: Plumbing Specialties

**Project Name:** New Regina Howell Elementary School  
**Owner:** Beaumont Independent School District  
3395 Harrison Avenue - Beaumont, TX 77706

**Owner Contact:** Claudine Starita (Parsons) **Phone:** (409) 617-5781  
**Fax:** (409) 617-5779

**Architect:** Matrix Spencer, Inc.  
2323 Shepherd Dr., Suite 800 - Houston, TX 77019

**Arch. Contact:** Horacio Gomez **Phone:** (713) 522-1666  
**Fax:** (713) 522-6260

**Project Mgr.:** Gary Ferguson **Project Supt.:** Glenn Eubanks  
**Start Date:** January 2010 **Completion Date:** December 2010

**Project Size:** 94,000 SF

**Project Cost:** \$16,747,292 **Delivery Method:** CMAR

**MEP Subs.:** Mechanical: Cobb Air Conditioning Co.  
Electrical: Allied Electrical Contractors  
Plumbing: Plumbing Specialties

**Project Name:** New Sallie Curtis Elementary School  
**Owner:** Beaumont Independent School District  
3395 Harrison Avenue - Beaumont, TX 77706

**Owner Contact:** Claudine Starita (Parsons) **Phone:** (409) 617-5781  
**Fax:** (409) 617-5779

**Architect:** Matrix Spencer, Inc.  
2323 Shepherd Dr., Suite 800 - Houston, TX 77019

**Arch. Contact:** Horacio Gomez **Phone:** (713) 522-1666  
**Fax:** (713) 522-6260

**Project Mgr.:** Gary Ferguson **Project Supt.:** Glenn Eubanks  
**Start Date:** March 2011 **Completion Date:** May 2012

**Project Size:** 80,000 SF

**Project Cost:** \$15,176,002 **Delivery Method:** CMAR

**MEP Subs.:** Mechanical: Air Conduit, LLC  
Electrical: Allied Electrical Contractors  
Plumbing: Plumbing Specialties

**Project Name:** New Caldwell Elementary School  
**Owner:** Beaumont Independent School District  
 3395 Harrison Avenue - Beaumont, TX 77706  
**Owner Contact:** Claudine Starita (Parsons) **Phone:** (409) 617-5781  
**Fax:** (409) 617-5779  
**Architect:** Matrix Spencer, Inc.  
 2323 Shepherd Dr., Suite 800 - Houston, TX 77019  
**Arch. Contact:** Horacio Gomez **Phone:** (713) 522-1666  
**Fax:** (713) 522-6260  
**Project Mgr.:** Gary Ferguson **Project Supt.:** Clayton Ard, Jr.  
**Start Date:** August 2010 **Completion Date:** December 2011  
**Project Size:** 85,000 SF  
**Project Cost:** \$15,374,161 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: JMC Mechanical, Inc.  
 Electrical: Knost Electric, Inc.  
 Plumbing: Plumbing Specialties

**Project Name:** New Education Facility & Sanctuary  
**Owner:** First Baptist Church - Kountze  
 P.O. Box 638 - Kountze, TX 77625  
**Owner Contact:** **Phone:** (409) 246-3850  
**Fax:** (409) 246-3099  
**Architect:** William F. Nelson  
 2742 Ranchland Dr. - Kountze, TX 77625  
**Arch. Contact:** Bill Nelson **Phone:** (409) 246-3123  
**Fax:** (409) 246-3123  
**Project Mgr.:** Terry Daniels **Project Supt.:** Gary Frazier  
**Start Date:** March 2009 **Completion Date:** November 2009  
**Project Size:** 24,372 SF  
**Project Cost:** \$2,912,324 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Rutty & Morris, LLC  
 Electrical: Electrical Specialties, Inc.  
 Plumbing: Plumbing Specialties

**Project Name:** New Adams Elementary School  
**Owner:** Port Arthur Independent School District  
 P.O. Box 1388 - Port Arthur, TX 77641  
**Owner Contact:** Judy Hunter **Phone:** (409) 984-8681  
**Fax:** (409) 982-5241  
**Architect:** Moore, Stansbury & Vaught Architects, Inc.  
 3100 25th Street - Port Arthur, TX 77642  
**Arch. Contact:** Murphy Vaught **Phone:** (409) 985-8997  
**Fax:** (409) 985-9180  
**Project Mgr.:** Cody Williford **Project Supt.:** James Haggard  
**Start Date:** May 2010 **Completion Date:** July 2011  
**Project Size:** 86,000 SF  
**Project Cost:** \$16,818,288 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: C & I Mechanical  
 Electrical: Hi-Tech Electrical  
 Plumbing: Plumbing Specialties

**Project Name:** New Washington Elementary School  
**Owner:** Port Arthur Independent School District  
 P.O. Box 1388 - Port Arthur, TX 77641  
**Owner Contact:** Judy Hunter **Phone:** (409) 984-8681  
**Fax:** (409) 982-5241  
**Architect:** HarrisonKornberg Architects  
 3131 Eastside Street, Suite 100 - Houston, TX 77098  
**Arch. Contact:** James Harrison **Phone:** (713) 229-0688  
**Fax:** (713) 229-0692  
**Project Mgr.:** John Polk **Project Supt.:** Charley Messina  
**Start Date:** August 2009 **Completion Date:** August 2010  
**Project Size:** 94,000 SF  
**Project Cost:** \$18,779,122 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: C & I Mechanical  
 Electrical: Allied Electrical Contractors  
 Plumbing: Plumbing Specialties

**Project Name:** Port Arthur School for the Arts  
**Owner:** Port Arthur Independent School District  
 P.O. Box 1388 - Port Arthur, TX 77641  
**Owner Contact:** Judy Hunter **Phone:** (409) 984-8681  
**Fax:** (409) 982-5241  
**Architect:** Smith & Company Architects, Inc.  
 1500 McGowen St., Suite 150 - Houston, TX 77004  
**Arch. Contact:** Terry Smith **Phone:** (713) 524-4202  
**Fax:** (713) 524-4071  
**Project Mgr.:** John Polk **Project Supt.:** John Hamilton  
**Start Date:** March 2010 **Completion Date:** November 2011  
**Project Size:** 30,000 SF  
**Project Cost:** \$10,793,140 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Mesa Mechanical, Inc.  
 Electrical: Allied Electrical Contractors  
 Plumbing: All Star Plumbing, Inc.

**Project Name:** Emergency Department Additions & Renovations  
**Owner:** CHRISTUS St Elizabeth Hospital  
 2830 Calder Avenue - Beaumont, TX 77702  
**Owner Contact:** James Pearson **Phone:** (409) 899-7050  
**Fax:** (409) 899-7052  
**Architect:** Architectural Alliance, Inc.  
 6654 Phelan Boulevard - Beaumont, TX 77706  
**Arch. Contact:** Ronnie Jones **Phone:** (409) 866-7196  
**Fax:** (409) 866-1745  
**Project Mgr.:** Cody Williford **Project Supt.:** Don Sample  
**Start Date:** March 2010 **Completion Date:** January 2012  
**Project Size:** 28,174 SF  
**Project Cost:** \$2,902,884 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Entire Air Solutions  
 Electrical: Jefferson Electric Co., Inc.  
 Plumbing: Plumbing Specialties

**Project Name:** Renovations to Dowling Elementary School  
**Owner:** Port Arthur Independent School District  
 P.O. Box 1388 - Port Arthur, TX 77641  
**Owner Contact:** Judy Hunter **Phone:** (409) 984-8681  
**Fax:** (409) 982-5241  
**Architect:** STOA/Golemon/Bulullo Architects  
 6213 Skyline Drive, Suite 200 - Houston, TX 77057  
**Arch. Contact:** Robert Tai **Phone:** (713) 995-8784  
**Fax:** (713) 995-8765  
**Project Mgr.:** John Polk **Project Supt.:** Eddie Malmay  
**Start Date:** June 2009 **Completion Date:** September 2009  
**Project Size:** 46,000 SF  
**Project Cost:** \$3,500,491 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Calcasieu Mechanical Contractors  
 Electrical: EPIC  
 Plumbing: All Star Plumbing

**Project Name:** New Elementary School  
**Owner:** West Orange-Cove Consolidated I.S.D.  
 P.O. Box 1107 - Orange, TX 77631  
**Owner Contact:** Greg Willis **Phone:** (409) 882-5550  
**Fax:** (409) 882-5452  
**Architect:** Mark Magnuson & Associates, Inc.  
 704 Texas Avenue - Bridge City, TX 77611  
**Arch. Contact:** Mark Magnuson **Phone:** (409) 749-9689  
**Fax:**  
**Project Mgr.:** John Polk **Project Supt.:** Clayton Ard, Jr.  
**Start Date:** September 2008 **Completion Date:** August 2010  
**Project Size:** 227,000 SF **Delivery Method:** Competitive  
**Project Cost:** \$34,408,564 **Sealed Proposal**  
**MEP Subs.:** Mechanical: JMC Mechanical, Inc.  
 Electrical: Allied Electrical Contractors  
 Plumbing: Plumbing Specialties

**Project Name:** CMAR Work  
**Owner:** CHRISTUS St Elizabeth Hospital  
 2830 Calder Avenue - Beaumont, TX 77702  
**Owner Contact:** James Pearson **Phone:** (409) 899-7050  
**Fax:** (409) 899-7052  
**Architect:** Architectural Alliance, Inc.  
 6654 Phelan Boulevard - Beaumont, TX 77706  
**Arch. Contact:** Ronnie Jones **Phone:** (409) 866-7196  
**Fax:** (409) 866-1745  
**Project Mgr.:** Cody Williford **Project Supt.:** Don Sample  
**Start Date:** December 2007 **Completion Date:** December 2011  
**Project Size:**  
**Project Cost:** \$4,797,721 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Multiple  
 Electrical: Multiple  
 Plumbing: Multiple

**Project Name:** Campus Additions & Renovations  
**Owner:** All Saints Episcopal School  
 4108 Delaware Street - Beaumont, TX 77706  
**Owner Contact:** Bill Benning **Phone:** (409) 363-0944  
**Fax:** (409) 892-0166  
**Architect:** Merriman Holt Architects, Inc.  
 3900 Essex Lane, Suite 200 - Houston, TX 77027  
**Arch. Contact:** Dan Holt **Phone:** (713) 522-2885  
**Fax:** (713) 524-4151  
**Project Mgr.:** John Polk **Project Supt.:** Wilbur Clark  
**Start Date:** May 2009 **Completion Date:** April 2010  
**Project Size:** 15,300 SF  
**Project Cost:** \$3,886,322 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Thermacon Service Co., Inc.  
 Electrical: Allied Electrical Contractors  
 Plumbing: All Star Plumbing

**Project Name:** New High School / China Elementary School  
**Owner:** Hardin-Jefferson Independent School District  
 P.O. Box 490 - Sour Lake, TX 77659  
**Owner Contact:** Shannon Holmes **Phone:** (409) 981-6400  
**Fax:** (409) 287-2283  
**Architect:** PBK Architects, Inc.  
 11 Greenway Plaza, 22nd Floor - Houston, TX 77046  
**Arch. Contact:** Bobby Galvan **Phone:** (713) 965-0608  
**Fax:** (713) 961-4571  
**Project Mgr.:** Mike Graves **Project Supt.:** M. Messina/C. Ard, Sr  
**Start Date:** January 2008 **Completion Date:** November 2009  
**Project Size:** 158,500 SF **Delivery Method:** CMAR  
**Project Cost:** \$31,679,839 \$24,230,255 High School/\$7,449,584 Elem.  
**MEP Subs.:** Mechanical: C & I Mechanical (HS)/JMC Mechanical (ES)  
 Electrical: Allied Electrical (HS)/Jefferson Electric (ES)  
 Plumbing: Plumbing Spec. (HS) / Plumbing Spec. (ES)

**Project Name:** New High School & Multiple Campus Improvements  
**Owner:** Warren Independent School District  
 P.O. Box 69 - Warren, TX 77664  
**Owner Contact:** **Phone:** (409) 547-2241  
**Fax:** (409) 547-3105  
**Architect:** Long Architects, Inc.  
 6465 Calder, Suite 206 - Beaumont, TX 77706  
**Arch. Contact:** Philip Long **Phone:** (409) 866-3443  
**Fax:** (409) 866-3603  
**Project Mgr.:** Gary Ferguson **Project Supt.:** Vance Cawley  
**Start Date:** February 2009 **Completion Date:** June 2010  
**Project Size:** 95,365 SF  
**Project Cost:** \$19,372,737 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: C & I Mechanical  
 Electrical: Electrical Specialties, Inc.  
 Plumbing: Plumbing Specialties

**Project Name:** New Church Facility  
**Owner:** St. Paul United Methodist Church  
 P.O. Box 1290 - Bridge City, TX 77611  
**Owner Contact:** Mark Anderson **Phone:** (409) 735-5546  
**Fax:** (409) 735-5544  
**Architect:** Lancaster & Associates  
 10655 Six Pines Dr., #209-The Woodlands, TX 77380  
**Arch. Contact:** Tom Lancaster **Phone:** (281) 364-1666  
**Fax:** (281) 292-2866  
**Project Mgr.:** Mike Graves **Project Supt.:** James Haggard  
**Start Date:** May 2008 **Completion Date:** May 2009  
**Project Size:** 32,000 SF  
**Project Cost:** \$4,310,640 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: JMC Mechanical, Inc.  
 Electrical: Jefferson Electric Co., Inc.  
 Plumbing: Plumbing Specialties

**Project Name:** New Worship Center  
**Owner:** Faith United Methodist Church  
 8608 M.L. King Drive - Orange, TX 77632  
**Owner Contact:** **Phone:** (409) 886-1291  
**Fax:**  
**Architect:** Mark Magnuson & Associates, Inc.  
 704 Texas Avenue - Bridge City, TX 77611  
**Arch. Contact:** Mark Magnuson **Phone:** (409) 749-9689  
**Fax:**  
**Project Mgr.:** John Polk **Project Supt.:** Lenny Boone  
**Start Date:** March 2009 **Completion Date:** December 2009  
**Project Size:** 14,800 SF  
**Project Cost:** \$1,895,748 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Associated Mechanical Services  
 Electrical: Allied Electrical Contractors  
 Plumbing: Alcode Plumbing

**Project Name:** Additions to Hardin County Jail / Dome Replica  
**Owner:** Hardin County, Texas  
 300 Monroe Street - Kountze, TX 77625  
**Owner Contact:** Billy Caraway **Phone:** (406) 246-5120  
**Fax:** (406) 246-5195  
**Architect:** Adams + Fisher Architects  
 104 West Russel Street - Weatherford, TX 76086  
**Arch. Contact:** Armand Fisher **Phone:** (817) 594-4822  
**Fax:** (817) 594-4823  
**Project Mgr.:** Cody Williford **Project Supt.:** Glenn Eubanks  
**Start Date:** December 2007 **Completion Date:** March 2009  
**Project Size:** 9,000 SF  
**Project Cost:** \$3,569,886 **Delivery Method:** CMAR  
**MEP Subs.:** Mechanical: Cobb Air Conditioning Co.  
 Electrical: Jefferson Electric Co., Inc.  
 Plumbing: Plumbing Specialties

**Project Name:** Senior Residences of Central  
**Owner:** Senior Residences of Central, LP  
 3821 Juniper Trace, Suite 208 - Bee Cave, TX 78738  
**Owner Contact:** Bill Wenson **Phone:** (512) 228-7200  
**Fax:** (512) 228-7282  
**Architect:** Long Architects, Inc.  
 6465 Calder, Suite 206 - Beaumont, TX 77706  
**Arch. Contact:** Philip Long **Phone:** (409) 866-3443  
**Fax:** (409) 866-3603  
**Project Mgr.:** Gary Ferguson **Project Supt.:** Eddie Malmay  
**Start Date:** March 2008 **Completion Date:** August 2009  
**Project Size:** 102,255 SF  
**Project Cost:** \$7,236,463 **Delivery Method:**  
**MEP Subs.:** Mechanical: American Eagle Air Conditioning  
 Electrical: P & M Electric, Inc.  
 Plumbing: Kent's Plumbing, Inc.

**Project Name:** Townhomes of Sherwood Forest  
**Owner:** Townhomes of Sherwood Forest, LP  
3821 Juniper Trace, Suite 208 - Bee Cave, TX 78738  
**Owner Contact:** Bill Wenson **Phone:** (512) 228-7200  
**Fax:** (512) 228-7282  
**Architect:** Long Architects, Inc.  
6465 Calder, Suite 206 - Beaumont, TX 77706  
Philip Long **Phone:** (409) 866-3443  
**Fax:** (409) 866-3603  
**Project Mgr.:** Gary Ferguson **Project Supt.:** Charley Messina  
**Start Date:** October 2007 **Completion Date:** March 2009  
**Project Size:** 136,337 SF  
**Project Cost:** \$10,262,129 **Delivery Method:**  
**MEP Subs.:** Mechanical: Carlisle Heating & Air Conditioning  
Electrical: P & M Electric, Inc.  
Plumbing: Kent's Plumbing, Inc.



## EQUIPMENT AVAILABLE FOR PROJECT

### MAJOR EQUIPMENT (Owned by Firm):

- 1 - Dresser Maintainer
- 1 - Case 1150 E Dozer
- 2 - Cat D-4 C & H Dozers
- 1 - MF 250 Tractor
- 2 - Case 580 Backhoe with Front End Loader
- 2 - Super K Backhoes
- 4 - Case 580L Backhoes
- 2 - 14 yd. Dump Trucks
- 1 - Forklift
- 1 - Scissor Lift
- 24 - Pick-up Trucks
- 5 - Corporate Automobiles
- 1 - Kenworth Haul Truck
- 1 - Dodge 350 Diesel Truck
- 1 - Dodge 1 Ton Service Truck
- 1 - Boom Truck
- 1 - 40 Ton Drop Deck Low-Boy Trailer
- 1 - Tandem Gooseneck Trailer
- 10 - Misc. Trailers
- 20 - Office Trailers
- 16 - Level Equipment
- 4 - Hoists
- 10 - Welding Machines
- 1 - Mig Welding Machine
- 15 - Generators
- 14 - Air Compressors
- 1 - Hyster Compactor
- 2 - Concrete Saws
- 6 - Plate Tamps
- 1 - Lot Misc. Air Tools
- Wood Shop with tools
- Metal Shop with tools
- Other equipment rented as needed, at prevailing rates

## CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
<b>CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS</b>	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code) Daniels Building & Construction, Inc. P.O. Box 20878 Beaumont, Texas 77720-0878	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:	
<input checked="" type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).	
<input checked="" type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.	
<input checked="" type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
<input checked="" type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Janet Daniels, President	
NAME AND TITLE OF SIGNER (Please type)	
	07/29/2014
SIGNATURE	DATE

## SECTION 504 CERTIFICATION

### POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

Daniels Building & Construction, Inc. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Charissa Lewis

(Name) Daniels Building & Construction, Inc.

(Address) 2898 West Cedar Street

Beaumont	Texas	77702
City	State	Zip

Telephone Number ( 409 ) 838 - 3006 Voice  
(     )        -        TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS

County of JEFFERSON

Janet Daniels, being first duly sworn, deposes and says that:

(1) She is President of Daniels Building & Construction, Inc. the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jefferson Co., TX (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)  Janet Daniels

President

Title

Subscribed and sworn to me this 29th day of July 2014.

By:   
Notary Public

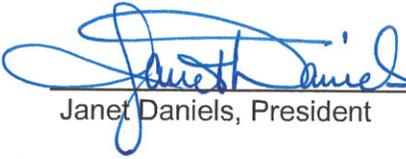
My commission expires 09/19/2016



### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Janet Daniels, certify that I am the President of the Corporation named as Principal in the within bond; that Janet Daniels, who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

  
\_\_\_\_\_  
Janet Daniels, President

\* Power-of-attorney for person signing for Surety Company must be attached to bond.

Daniels Building & Construction, Inc.  
 P.O. Box 20878  
 Beaumont, Texas 77720-0878

**BID FORM**

Bid Description	Lump Sum Bid
The construction of a new Jefferson County Health Clinic / Adult Probation Office Building on 4 <sup>th</sup> Street, Port Arthur, Texas	\$ 2,175,000-

**Acknowledgment of Addenda (if any):**

Addendum 1  Date Received 07/16/2014

Addendum 2  Date Received 07/23/2014

Addendum 3  Date Received 07/25/2014

Contract execution Time: <sup>300</sup>~~270~~ Calendar Days

1. DEDUCT \$11,000 FOR FEEDER WIRE FROM ENERGY POLE TO TRANSFORMER.
2. DEDUCT \$11,000 - FOR WIRING FOR GENERATOR.



BID BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, Daniels Building & Construction Inc  
\_\_\_\_\_ as Principal, and The Guarantee Company of North  
America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly  
bound unto Jefferson County, Port Arthur, Texas  
as Oblige, in the sum of 5% of the greatest amount of the bid  
(\$ \_\_\_\_\_) Dollars for the payment of which Principal and Surety bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for Jefferson County New Health Clinic - TDRA Round I  
Disater Project - 860 4th St., PorthArthur, Texas 77640, the  
Project.

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal enters into a Contract with the  
Oblige for the Project; or, if the Principal pays the Oblige the amount of this Bond or the difference between  
Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to  
remain in full force and effect.

Signed and sealed this 28th day of July, 2014.

Daniels Building & Construction Inc.

Sophaniel Gaudinmier  
Witness

BY: Janet Daniels  
Principal Janet Daniels, President

ITS: \_\_\_\_\_

The Guarantee Company of North America USA

Robert A Georgas  
Witness

BY: Robert A Georgas  
Attorney-In-Fact Robert A Georgas

Bid Bond - Rev. 2/20/13

**Excellence, Expertise, Experience ... Every time**

**The Guarantee Company of North America USA**  
One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Tel 248-281-0281 • Fax 248-750-0431 • 1-866-328-0567  
gena.com



## Texas Consumer Notice

### 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your **agent** at:
3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567
4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470  
 Southfield, Michigan 48076  
 Web: [www.gcna.com](http://www.gcna.com)  
 E-mail: [Info@gcna.com](mailto:Info@gcna.com)  
 Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439
6. You may write the Texas Department of Insurance:  
 P.O. Box 149104  
 Austin, TX 78714-9104  
 Fax: (512) 475-1771  
 Web: <http://www.tdi.state.tx.us>  
 E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)
7. **PREMIUM OR CLAIM DISPUTES:**  
 Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
8. **ATTACH THIS NOTICE TO YOUR POLICY:**  
 This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of north America USA;  
 One Towne Square, Suite 1470  
 Southfield, Michigan 48076  
 Web: [www.gcna.com](http://www.gcna.com)  
 E-mail: [Info@gcna.com](mailto:Info@gcna.com)  
 Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:  
 P.O. Box 149104  
 Austin, TX 78714-9104  
 Fax: (512) 475-1771  
 Web: <http://www.tdi.state.tx.us>  
 E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.



The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Carey Georgas, Robert A. Georgas, Michelle Neely  
Cravens Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28<sup>th</sup> day of July, 2014,

Randall Musselman, Secretary

# BIDDER CONTACT INFORMATION

**(IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA- Round I Disaster Project Now Funded by GLO)**

McInnis Construction, Inc.,  
\_\_\_\_\_  
Company Name

Point of contact for this offer: Kyle Kelley

675 South 4th Street  
\_\_\_\_\_  
Address

Kyle Kelley  
\_\_\_\_\_  
Name (Printed)

Silsbee                      Texas                      77656  
\_\_\_\_\_  
City                              State                              Zip

409-385-5767                      409-385-2483  
\_\_\_\_\_  
Phone                                      Fax

  
\_\_\_\_\_  
Signature of Point of Contact

kyle@mcinnisprojects.com  
\_\_\_\_\_  
E-mail

Project Manager/Estimator  
\_\_\_\_\_  
Title

**Bid bond return address:**

McInnis Construction, Inc.,  
\_\_\_\_\_

675 South 4th Street  
\_\_\_\_\_

Silsbee, Texas 77656  
\_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, McInnis Construction, Inc. as PRINCIPAL, and North American Specialty Insurance Company as SURETY are held and firmly bound unto Jefferson County hereinafter called the "Owner", in the penal sum of Five Percent of Amount Bid                      Dollars, (\$ 5% ), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated July 29, 2014, for New Construction of Health Clinic

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 29th day of July, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

		(SEAL)
		<u>McInnis Construction, Inc.</u>
Attest: <u>Judith</u>	By: <u>Lidly McInnis</u>	(SEAL)
		Affix Corporate Seal
		<u>North American Specialty Insurance Company</u>
Attest: <u>Susan McElveen</u>	By: <u>[Signature]</u>	
		Douglas N. McElveen, Attorney-in-Fact Affix Corporate Seal

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

Countersigned  
By [Signature]

\* Attorney-in-Fact, State of Louisiana

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

DOUGLAS N. McELVEEN, AMANDA B. McELVEEN, AND CHRISTINE BAKER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of August, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 6th day of August, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of July, 2014.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: McInnis Construction, Inc., Date Organized: 1980

Address: 675 South 4th Street, Silsbee, Texas 77656 Date Incorporated 12/17/1992

Number of Years in contracting business under present name 34 years:

### CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
City of Port Arthur-Transit Admin.	\$1,038,000.00	03/15
City of Beaumont Fire Station No. 2	\$2,724,920.00	01/15
City of Port Neches Fire Station	\$2,714,700.00	10/14

Type of work performed by your company: General Contractor

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Sonic Drive In	\$756,000.00	07/2014
Lumberton ISD - Athletic Practice Facility	\$1,746,015.07	07/13
Silsbee Assisted Living Facility	\$1,025,000.00	09/13

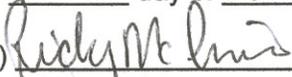
Major equipment available for this contract: 2 Excavators, 1 skidsteer, 1 track loader, 1 forklift

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

Credit available: \$ 1.5 Million Bank reference: Community Bank of Texas

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Jefferson County Purchasing Department in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 29 day of July, 2014.

By: (signature)  Title: President  
(print name) Ricky McInnis

# MCINNIS CONSTRUCTION, Inc.

- CONSTRUCTION MANAGEMENT
- COMMERCIAL GENERAL CONTRACTING

675 SOUTH 4<sup>TH</sup> STREET  
SILSBEE, TEXAS 77656  
409-385-5767  
409-385-2483 FAX

## **A Message From RICKY MCINNIS The President Of MCINNIS CONSTRUCTION, INC.**

As we approach our thirty-four years in business, it is important to emphasize and restate the values, philosophies, and principles, which have guided our company's growth since 1980. It is these which have allowed us to maintain a strong and healthy existence in the commercial construction field, despite many fluctuations in the building industry.

Like most contractors, McInnis Construction was started in a one room office. From the beginning, I have striven to maintain a customer first attitude, as well as a commitment to providing top quality services at competitive prices. My personal passion for hard work, and going the extra mile, is something I continue to seek in every person I select for our team - whether an employee or subcontractor.

I knew in the beginning, and certainly know now, that almost any construction firm can put up walls; but, we could differentiate McInnis Construction very effectively by letting this customer-first commitment guide everything we do. To that end, we believe: Our customer's satisfaction is why we exist. Nothing should be taken for granted, and no request should be viewed as unexpected or an inconvenience for us. Our client is entitled to receive our full, undivided attention and commitment to making the entire construction project meet and exceed the customer's expectations every step of the way.

It is undoubtedly this sense of commitment and personal responsibility to our clients and their projects which allowed us to enjoy an unprecedented ratio of both satisfied and repeat clients. Additionally, I am proud of every single project I have completed, from the smallest to the largest. A diverse portfolio of project types, sizes and complexity, are not the only testament to this commitment, but they provide the basis of expertise and knowledge we can provide on your project.

We look forward to continuing our efforts to balance cost effective and competitive pricing, to provide the best possible general contracting and construction management services to our clients. We welcome the opportunity to provide the McInnis Construction Difference to you.

As a commercial general contracting/construction management company, McInnis Construction, Inc. has diverse experience providing turn-key construction and renovation services for tenant improvements, retail spaces, restaurants and commercial office buildings.

We believe that pre-planning with the entire project team is essential to identify and analyze all feasible aspects of the project before any construction begins. To assist in quantifying these objectives up front, we offer:

- Detailed Budget Estimating
- Site Evaluation
- Master Project Scheduling
- Permit Acquisition
- Subcontractor Selection
- Material Availability Research

We are aware of the importance of Construction & Project Management and keeping the construction area safe and minimizing the impact of the project on the flow of existing business. This requires not only managing the project, but managing the conditions under which the work must be completed, including the most demanding fast-track tenant improvement projects. We utilize our experience, knowledge, and historical data to effectively schedule and execute each project.

We maintain open communications with the owner and other members of the project team. This includes presentation of all associated documentation, status updates, invoicing, and reporting to assure that everyone is informed and has a clear understanding of the project.

We make every effort to assure that our clients are satisfied and that the project has been completed in accordance with the drawings, specifications, and contract documents. Communication is a key component in maintaining our standards of excellence.

McInnis Construction was conceived on the premise of offering top quality general contracting services at fair, competitive prices for all facets of commercial construction. The following guidelines represent the basis for which we approach every opportunity

“Urgency” is the word of the day. We believe that every project and every task are undertaken with a sense of urgency. Deadlines, time lines, and milestones are the measuring sticks for our work.

Therefore, every hour of every day needs to be productive, and no days must pass without some sense of progress. To do otherwise will adversely impact the success of a project.

Each client's project is our "most important." Although our projects must carry a project identification number for accounting and tracking purposes, each of our projects are referenced by the project name, reminding our staff and team, that this is a client-oriented business, and we are personally attached to every aspect of the completion of these projects.

Clients deserve more than "on time" and "within budget." While every client should expect delivery of the project "on time" and within budget," we know that differentiation lies in the, quality, details, professionalism, and integrity of the contractor.

An informed client is a satisfied client. Good or bad, we strive to keep our clients informed. This is the basis for building a business with integrity and establishing long-term relationships.

Our managers and superintendents look for solutions not problems. A successful project means it has met and exceeded the client's expectations. The definition of a successful project is one for which the client is full of praise, and can be added to our growing list of references.

Performance is the test of any business. We rely on our reputation and references from years of performance. Our financial stability and reputation with architects, subcontractors, and professionals in our field is a direct result of consistently delivering what we promise and maintaining the highest level of integrity.

Manage informed subcontractors honestly. We work with subcontractors who want to work with us. We go to extremes to assure our subcontractors are qualified, competitive, and complete in scope and pricing. We also assure that they share the same team mentality and philosophies we work so hard to convey.

Safety is a priority. We develop and maintain safe working environments, with continual monitoring and updating of our company safety program. This program is presented and adhered to by all subcontractors on each project. Continued education for employees and managers assures that we are in compliance with all local, state and federal requirements

Experienced in all facets of commercial construction, our firm has completed projects including, offices, restaurants, and exterior renovations.

Unlike many who are limited in their services, our broad range of commercial construction experience offers full service general contracting for your entire project needs. This affords you the efficiency of working with one contact source that will coordinate, oversee, and implement your entire project, including exteriors, mechanical, plumbing, and electrical modifications.

We pride ourselves on the diversity of our background, and our ability to provide expertise and knowledge on nearly every type of commercial project. Our firm has renovated strip centers, constructed banks, built state facilities and restaurants.

In an area of commercial construction, which is both complicated and unique we offer extensive experience and expertise in restaurant construction.

Our project portfolio claims a broad range of projects restaurant facilities including free standing, fast food, food courts, strip centers, casual, and full service dining facilities, banks, and post offices.

Ricky McInnis has thirty years experience in construction combined with his key employees well exceeds 100 years in the construction industry.

Dustin McInnis – Vice President/Project Manager

Megan Hoyt – Human Resources, Account Manager

Greg Lovelady - Project Manager

Fred Stepp - Office Manager

Kyle Kelley – Estimator/Project Manager

Wilbur Clark – Superintendent



## KEY INDIVIDUALS OF MCINNIS CONSTRUCTION, INC.

### Vice President

**Dustin V. McInnis** has grown up with the company. He began his twelve (12) year tenure as a field helper which has helped him reach his current stage of employment. Dusty holds the office of Vice-President, McInnis Construction, Inc. A well rounded working knowledge of the construction industry plays an important part in the successful completion his responsibility for preparing estimates from bid documents, securing the subcontract bids as well as preparing the subcontracts.

### Accounting Personnel

**Janice Feemster** has been working with various levels of construction for the last thirty-five (35) years. Her experience includes, residential construction from the development of subdivision to the final phase of building either speculative or custom residences; commercial construction and remodel gaining experience from direct handling of the contracts with the owners and the subcontracts for the completion of the project. Her experience encompasses all phases of office procedure. Mrs. Feemster works closely with the President and the C.P.A. and supervises the accounting office.

**Fred Stepp** has responsibility for the day to day operations of the accounting office, maintaining the integrity of our receivables, payroll and corresponding reports, sales tax reporting, bank statements and various other reports necessary in the construction industry. Mr. Stepp has been directly involved in some form of accounting over the last fourteen years.

**Wilbur W. Clark, Jr.**  
**7369 FM418**  
**Silsbee, Texas 77656**  
**Home Phone 409-385-7558**  
**Cell 409-673-3935**  
**Email- Midnityrde@aol.com**

### **OBJECTIVE**

Seeking a job opportunity with a company where I can utilize my abilities and knowledge to serve that company.

### **QUALIFICATIONS**

I have strong decision making / trouble shooting abilities and good communication skills. Responsible for commercial building projects from start to finish, including employee as well as subcontractor supervision and problem resolution.

I am flexible and able to manage several different projects and responsibilities at one time. Have worked flexible hours and locations, and managing multiple crafts at one time. I am quick to learn and adapt well to changing work environments.

### **WORK HISTORY**

**6/99-9/30/2011**      *Superintendent -- Daniels Building & Construction, Inc.    Beaumont, TX.*

I was a Superintendent on commercial work for Daniels for 12 years. Some of the projects that I supervised are as follows:

<i>Project</i>	<i>Architect</i>
DuPont- VFD bldg.	DuPont / owner
Universal Forest Products Storage	owner
Wooten Hotel- Abilene, TX.	White Rock Studios
Universal Forest Products- Silsbee	owner
Universal Forest Prod.- New Waverly	owner
Starcrest Apartments- Bmt.	White Rock Studios
Universal Forest Prod.- New Waverly	owner
Shire Apartments – Pt. Arthur	White Rock Studios
Market Basket – Pt. Neches	Long Architects
Market Basket Drive thru- Pt. Neches	Long Architects
Gulf credit Union – Groves	
Lutcher Theater- Orange	Architectural Alliance
Wilson Warehouse- Orange	owner
Hotel Beaumont Remodel	
Lutcher-Stark Foundation Office	Architectural Alliance
All Saints School- Bmt	Merriman Holt Architects
Stark Museum of Art	Architectural Alliance

**1/13/99-6/99**      *Carpentry/Cement Finisher/Millwright Foreman, Triple''S'' Industries, Inc.    Lumberton, Texas*

Duties include general cement and grout supervision, general carpentry with various types of form setting, with setting of grout forms for epoxy grouting of pump bases, and help and overseeing millwrights, setting and alignment of various sizes of pumps at local refineries in the area, currently at the Goodyear refinery, Beaumont, Tx.

**1993-1998**      *Supervisor/Estimator, McInnis Construction, Inc., Silsbee, Texas*

My duties entailed, but not limited to, supervising and doing civil site work, building construction, coordinating the many different crafts involved, scheduling, and purchasing, while also bidding a wide variety of commercial projects. During the past five years I have

traveled across the state supervising the construction of numerous commercial projects, again coordinating the many different crafts involved, scheduling stages of construction, and purchasing all materials needed to complete the project, to the satisfaction of the building owners. I have maintained a very positive attitude with those customers and have generated considerable repeat business.

*1991-1993*

***MRI Technician, Outpatient Diagnostic Center, Beaumont, Texas***

Magnetic Resonance Imaging Technician responsible for the safety and well-being of patients while performing imaging scan on patients as prescribed by their physician, in a quality manner acceptable to the radiologists on staff.

*1990-1991*

***MRI Technician, Maxim Healthcare, Inc., Dallas, Texas***

Magnetic Resonance Imaging Technician responsible for the safety and well-being of patient while performing imaging scans on patients as prescribed by their physician, in a quality manner acceptable to the radiologists on staff in a mobile setting.

*1988-1990*

***Baptist Hospital School of Radiology***

I enrolled in the Baptist Hospital School of Radiology, a two year, full time school and received a degree in Radiology Technology.

*1983-1988*

***Construction Foreman, McInnis Construction Inc., Silsbee, Texas***

Supervision of others as well as working myself while constructing a wide variety of structures. Working closely with others as well as keeping a good open relationship with the owners.

*1979-1983*

***Temple Associates Inc., Diball, Texas***

Construction Carpenter for Temple Associates Inc. at Temple-Eastex in Evadale, Texas. Job consisted of reading blueprints, building forms, maintaining a safe work environment in an industrial work area, and following the leadership of others

*1976-1979*

***Carpenters Local Union, Orange, Texas***

Employed, as a journeyman carpenter, by various companies at several of the different petro-chemical locations that the Carpenters Local of Orange, Texas had jurisdiction over.

*1974-1976*

***Bethlehem Shipyard, Beaumont, Texas***

Employed as a journeyman carpenter in the construction of offshore drilling rigs and drill platforms. Duties included construction of living quarters and other general carpentry.

**EDUCATION**

*1970-1974*

**High School Diploma, Buna High School, Buna, Texas**

*1988-1990*

**Technical Arts Degree, Baptist Hospital School of Radiology, Beaumont, Texas**

Kyle Kelley  
 5506 Fish Market Dr  
 Silsbee, TX 77656  
 409-385-1327 409-782-3067  
 kyle@mcinnisprojects.com

### **OBJECTIVE**

To acquire a position as a construction supervisor.

### **EDUCATION**

#### **Lamar Institute of Technology**

Associate of Applied Science in Computer Drafting Technology

Date of graduation: May 2009

Overall GPA: 3.667 Major GPA: 4.0

### **SPECIAL SKILLS**

Microsoft Office  
 Auto-Cad 2009

### **EMPLOYMENT**

- |                          |   |              |
|--------------------------|---|--------------|
| June 2009 – Present      | Supervisor  |              |
|                          | McInnis Construction, INC.  | Silsbee, TX  |
|                          | <ul style="list-style-type: none"> <li>- Planning and scheduling contractors for commercial construction</li> <li>- Understand and interpret all blueprints and specification for projects</li> </ul>       |              |
| January 2009 – May 2009  | Designer  |              |
|                          | Modern E.P.C. INC.  | Beaumont, TX |
|                          | <ul style="list-style-type: none"> <li>- Entry level designer in piping</li> <li>- Specialized in Cad programs for Fabrication</li> </ul>   |              |
| May 1998 – December 2008 | Supervisor  |              |
|                          | Bob's Landscaping & Irrigation, Inc.  | Silsbee, TX  |
|                          | <ul style="list-style-type: none"> <li>- Complete Design/Installation of Commercial/Residential Landscaping</li> <li>- Complete Design/Installation of Commercial/Residential Irrigation Systems</li> </ul> |              |

### **HONORS**

Deans List for Academic Achievement- 2007-2009

Reference available upon request

**GREGORY LOVELADY**

1610 FM 839 N.  
Reklaw, TX. 75784  
HM: (936) 369-4976

**Objective:** Position as Project Manager/Construction Superintendent over all phases of Commercial building or Heavy Industrial projects.

**HIGHLIGHTS OF QUALIFICATIONS**

- Fully qualified as Master Carpenter.
- Supervise and Manage the construction of Industrial and Commercial building.
- Administrative Analysis / Communications.

**EDUCATION**

LAMAR UNIVERSITY, BEAUMONT, TX.

\*Completed courses in Blueprint Reading and Related Math.

INTERNATIONAL BROTHERHOOD of CARPENTERS LOCAL 753

\*Completed 4 year Carpenter's Apprentice Program. Consisting of classroom and onsite training.

CAREER LINE TECHNOLOGY CENTER, HOLLAND, MI.

\*Intermediate Computer classes, including Data Entry and Excel programs.

**CONSTRUCTION SUPERINTENDENT EXPERIENCE****Commercial Project Phases**

- Coordinate / Supervise and Manage Construction through completion... Scheduling... Planning... Development and Implementation of safety procedures... Project logistics.
- Update and maintain records pertaining to construction projects.
- Organize / Supervise project progress meetings.
- Knowledge of HAVC... Masonry... Plumbing... Electrical... Steel... Concrete systems.
- Experience with a large variety of tools / equipment.

**Commercial / Industrial Building**

- Supervision and Management of subcontractors for the following projects... Heavy Industrial Projects... Churches... Hospitals... Retail Outlets... Lending institutions... Educational Facilities... Auto Dealerships... Single / Multi story complexes.
- Working closely with Architectural Firms for economical solutions concerning blueprint revisions.
- Oversee quality and performance of subcontractors.

**EMPLOYMENT HISTORY**

2008-Present	Project Manager/Commercial	McInnis Construction	South East Texas
2001-Present	Company Owner/Contractor	Hillside Builders	East Texas
2003-2007	Project Manager/Superintendent	Pace Construction	Troup, Texas
1998-2001	Project Manager/Superintendent	Mike Villar Properties	Michigan
1992-1998	Construction Superintendent	Longhorn Construction	Michigan
<b>Heavy Industrial</b>			
1982-1992	Forman/Master Carpenter	Folour Constriction,	S.E. Texas
	Forman/Master Carpenter	Brown & Root,	S.E. Texas
	Master Carpenter	Austin Industries,	S.E. Texas
	Master Carpenter	Sabine Scaffold.	S.E. Texas
1981-1991	Master Carpenter	I.B.C. Local 753	S.E. Texas

4255 W. Broadway St.  
 Beaumont, Texas 77707  
 409.651.1693  
[www.mcinnisprojects.com](http://www.mcinnisprojects.com)  
[chip@mcinnisprojects.com](mailto:chip@mcinnisprojects.com)

## CHIP RICHARDSON

## PROJECT MANAGER / ESTIMATOR

**OBJECTIVE** To acquire a job as Project Manager / Estimator for all types of commercial construction projects.

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### SKILLS &

**ABILITIES** Over 20 years' experience in commercial construction working as a project manager / estimator for the past 8 years managing projects that range from 300 thousand up to 10 million.

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### EXPERIENCE

**PROJECT MANAGER / ESTIMATOR, MCINNIS CONSTRUCTION, INC.**

January 2013- Current

Manage ongoing projects and make sure all projects are completed on time and on budget. This includes all communications with the Architect, Subcontractors and Field Supervisor.

**PROJECT MANAGER / ESTIMATOR, SETEX CONSTRUCTION, CORP.**

March 2009 - April 2013

Manage ongoing projects and make sure all projects are completed on time and on budget. This includes all communications with the Architect, Subcontractors and Field Supervisor.

**PROJECT MANAGER / ESTIMATOR, N&T CONSTRUCTION, INC.**

February 2005 - March 2009

Manage ongoing projects and make sure all projects are completed on time and on budget. This includes all communications with the Architect, Subcontractors and Field Supervisor.

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### EDUCATION

**LAMAR INSTITUTE OF TECHNOLOGY, BEAUMONT TX - COMPUTER DRAFTING**

Studied Computer Drafting 1991, 1992

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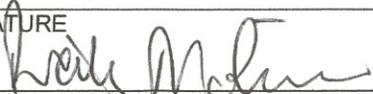
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PARTIAL  
COMPLETED  
PROJECTS

CITY OF BEAUMONT CONSOLIDATED DISPATCH / <i>MILTON BELL AND ASSOCIATES</i>	2.7m
ST. THERSE CATHOLIC CHURCH / <i>MARK MAGNUSON AND ASSOCIATES</i>	1.5m
FIRESTONE ADMINISTRATION BLD. / <i>KING ARCHITECTURAL FIRM</i>	1.3m
PORT OF PORT ARTHUR WAREHOUSE / <i>LAN ARCHITECTS</i>	1.5m
SOUTHEAST TEXAS REGIONAL PLANNING CENTER/ <i>THE LABICHE ARCHITECTURAL GROUP</i>	450k
LANXESS ADMINISTRATION BLD. / <i>THE LABICHE ARCHITECTURAL GROUP</i>	2.0m
OUR MOTHER OF MERCY CATHOLIC CHURCH/ <i>MARK MAGNUSON AND ASSOCIATES</i>	2.3m
CITY OF BEAUMONT, SPROTT PARK/ <i>THE LABICHE ARCHITECTURAL GROUP</i>	700k
HARDIN JEFFERSON VOCATIONAL BLD / <i>PBK ARCHITECTS</i>	2.7m
CITY OF BEAUMONT TYRRELL HISTORICAL LIBRARY / <i>MILTON BELL AND ASSOCIATES</i>	4.2m
CITY OF ORANGE WOS HIGH SCHOOL ADDITION <i>MARK MAGNUSON AND ASSOCIATES</i>	4.0m
CITY OF BEAUMONT SPINDLETOP MHMR BUILDING "B" / <i>THE LABICHE ARCHITECTURAL GROUP</i>	450k
LAMAR STATE COLLEGE PORT ARTHUR NEW LEARNING CENTER/ <i>THE LABICHE ARCHITECTURAL GROUP</i>	3.2m
CITY OF BEAUMONT BINGMAN SCHOOL ADDITION / <i>SMITH &amp; COMPANY ARCHITECTS</i>	7.0m
CITY OF BEAUMONT OZEN HIGH SCHOOL CENTRAL PLANT / <i>SMITH &amp; COMPANY ARCHITECTS</i>	2.1m

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## CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
<b>CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS</b>	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code) McInnis Construction, Inc., 675 South 4th Street, Silsbee, Texas 77656	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:  <input checked="" type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).  <input checked="" type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.  <input checked="" type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).  <input checked="" type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type) Ricky McInnis - President	
SIGNATURE 	DATE July 28, 2014

## SECTION 504 CERTIFICATION

### POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Company \_\_\_\_\_ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) McInnis Construction, Inc.,

(Address) 675 South 4th Street

<u>Silsbee, Texas</u>	<u>77656</u>	
City	State	Zip

Telephone Number (409 ) 385 - 5767 Voice  
( ) \_\_\_\_\_ - \_\_\_\_\_ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS

County of JEFFERSON

Ricky McInnis, being first duly sworn, deposes and says that:

(1) He is President \_\_\_\_\_ of McInnis Construction, Inc., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the county/city (Local Public Agency) or any person interested in the proposed Contract; and

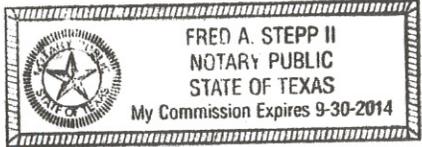
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Ricky McInnis  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title

Subscribed and sworn to me this 29 day of July 2014.

By: Fred A. Stepp II  
\_\_\_\_\_  
Notary Public

My commission expires September 30, 2014



<b>BID FORM</b>
-----------------

Bid Description	Lump Sum Bid
The construction of a new Jefferson County Health Clinic / Adult Probation Office Building on 4 <sup>th</sup> Street, Port Arthur, Texas	\$ 2,085,000. <sup>00</sup>

**Acknowledgment of Addenda (if any):**

Addendum 1 Yes                      Date Received 07/17/2014

Addendum 2 Yes                      Date Received 07/23/2014

Addendum 3 Yes                      Date Received 07/25/2014

**Contract execution Time: ~~270~~ Calendar Days**

300  
PER ADDENDA

# CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Debbie, certify that I am the Secretary, Secretary of the Corporation named as Principal in the within bond; that Ricky McInnis, who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: Secretary - Debbie McInnis

\* Power-of-attorney for person signing for Surety Company must be attached to bond.

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center;">N/A</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center;">N/A</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center;">N/A</p>	

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**  
**Page 2**

**For vendor or other person doing business with local government entity**

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

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

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship:

N/A

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

N/A

7.

N/A

July 29, 2014

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

***This information must be submitted with your bid.***

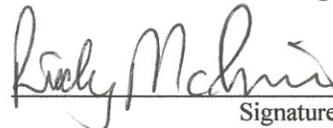
**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list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

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

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

**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.**

Ricky McInnis  
\_\_\_\_\_  
Printed Name of Authorized Representative

  
\_\_\_\_\_  
Signature

President  
\_\_\_\_\_  
Title

July 29, 2014  
\_\_\_\_\_  
Date



# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

***This information must be submitted with your bid.***

Prime Contractor: McInnis Construction, Inc., HUB:  Yes  No

HUB Status (Gender & Ethnicity): N/A

Address: 675 South 4th Street Silsbee Texas 77656  
Street City State Zip

Phone (with area code): 409-385-5767 Fax (with area code): 409-385-2483

Project Title & No.: Jefferson County New Health Clinic IFB/RFP No.: 14-018/KJS

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_







## 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 McInnis Construction, Inc., [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0388579
Company Name submitting bid/proposal:	McInnis Construction, Inc.,
Mailing address:	675 South 4th Street, Silsbee, Texas 77656
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

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

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

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

# BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF HARDIN

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

"I, Ricky McInnis am a duly authorized officer of/agent  
(Name)  
for McInnis Construction, Inc. and have been duly authorized to execute the  
(Name of firm)  
foregoing on behalf of the said McInnis Construction, 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: McInnis Construction, Inc., 675 South 4th Street,  
Silsbee, Texas 77656

Fax: 409-385-2483 Telephone# 409-385-5767

by: Ricky McInnis Title: President  
(Print name)

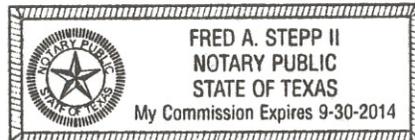
Signature: *Ricky McInnis*

SUBSCRIBED AND SWORN to before me by the above-named  
Ricky McInnis on

this the 29 day of July, 2014.

Fred A. Stepp, II Notary Public in and for the State of Texas

*Fred A. Stepp, II*





**Texas General Land Office**                      **EXHIBIT F**  
**Community Development Block Grant (CDBG)**  
**Disaster Recovery Program**

**Code of Federal Regulations**  
**Title 24- Housing and Urban Development**

Volume: 1

Date: 2003-04-01

Original Date: 2003-04-01

Title: Section 135.38- Section 3 Clause

Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

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§ 135.38      Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A.** The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F.** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Grantee/Subrecipient:   
 Include this document in all applicable bid packets.



**Texas General Land Office**  
 Community Development Block Grant (CDBG)  
 Disaster Recovery Program

**Contractor Certification of Efforts to Fully Comply  
 with Employment and Training Provisions of Section 3**

Economic Opportunities for Low and Very Low-Income Persons

**THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:**

<input type="checkbox"/> Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: <ol style="list-style-type: none"> <li>1. That is 51% or more owned by Section 3 Resident(s); or</li> <li>2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or</li> <li>3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.</li> </ol>																			
<input checked="" type="checkbox"/> Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: center; padding: 2px;"><b>EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS</b> (Check ALL that apply)</th> </tr> <tr><td style="padding: 2px;"><input type="checkbox"/> By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.</td></tr> <tr><td style="padding: 2px;"><input type="checkbox"/> By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.</td></tr> <tr><td style="padding: 2px;"><input type="checkbox"/> By providing written notice to all known Section 3 Business Concerns of contracting opportunities. 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Contractor Name/Business Name: McInnis Construction, Inc.,

Authorized Representative Name: Ricky McInnis

Signature:  Date: July 29, 2014



Texas General Land Office  
Community Development Block Grant (CDBG)  
Disaster Recovery Program

Exhibit - D

**EXAMPLES OF EFFORTS**

[Code of Federal Regulations]  
[Title 24, Volume 1]  
[Revised as of April 1, 2003]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 24CFR135.92]  
[Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT  
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

**I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS**

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.  
[[Page 705]]
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

## EQUAL OPPORTUNITY GUIDELINES FOR CONSTRUCTION CONTRACTORS

1. **What are the responsibilities of the offeror or bidder to insure equal employment opportunity?**  
The offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to insure a comfortable working environment for all employees?**  
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**  
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**  
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**  
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**  
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to ORCA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**  
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**  
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**  
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

**10. What recruitment efforts are made for Section 3 residents, minorities and women?**

The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

**11. Are any measures taken to encourage promotions for minorities and women?**

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

**12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

**13. Can women be excluded from utilizing any facilities available to men?**

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

**14. What efforts are made to utilize minority and female contractors and suppliers?**

None, however records are kept of all offers to minority and female construction contractors.

**15. If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?**

No, the construction contractor is responsible for its own compliance.

**16. Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?**

Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

**17. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

**18. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**

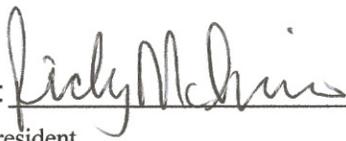
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

## CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned Ricky McInnis of McInnis Construction, Inc.,  
certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Signed:  Date: July 29, 2014  
Title: President

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 Jefferson County Office Building - Port Arthur Texas
 

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## SECTION 00901

## ADDENDUM

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 PART 1 GENERAL
 

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## 1.1 SECTION INCLUDES

- A. Addendum Number 001.

Reviewed by McInnis Construction, Inc.

*H Kelly*  
 Date: 7-29-14

## 1.2 RELATED SECTIONS

- A. Work of this Section shall apply to all referenced materials and specifications as if written therein.

## 1.3 ADDENDUM NUMBER 001 July 16, 2014

**JEFFERSON COUNTY OFFICE BUILDING**

860 4<sup>th</sup> Street  
 Port Arthur, Texas 77640

**CHICA AND ASSOCIATES**

505 Orleans  
 Suite 106  
 Beaumont, Texas 77701

Addendum Items 1 through 24 and attachments as indicated.

The bidding documents shall be amended, modified, deleted from or added to by the items hereinafter specified and all work affected by this addendum shall be included. Except as otherwise described, labor and material for the work hereinafter described shall conform to all requirements of the Original Specifications.

**OPENING COMMENTS**

1. The following comments were read to open the meeting:

The Jefferson County Office Building, a building of approximately 14,300 SF, is to be constructed on the east corner of the intersection of Shreveport Avenue and 4<sup>th</sup> Street in downtown Port Arthur, Texas. The address for the project is 860 4<sup>th</sup> Street.

The work of this project includes all utilities, utility connections to provided taps, and sitework required to complete the project as described in the Project Manual, Specifications Section 01010, Article 1.2 (A).

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**Jefferson County Office Building - Port Arthur Texas**

All work of this contract shall comply with all regulatory requirements of the City of Port Arthur, Jefferson County, the State of Texas and the United States Federal Government. This includes Davis Bacon Wage Rates and reporting requirements.

The project shall comply with all windstorm design and construction requirements of the Texas Department of Insurance. As part of this work, contractors shall be required to provide shop drawings to the windstorm design engineer for design review and approval prior to fabrication and installation of components. The General Contractor shall build sufficient time into their submission schedule to allow for this additional review and for inspection of installed systems by the windstorm design engineer. Shop Drawings are more fully addressed in the General Conditions to the Contract, Article B.

The Bid Form stipulates a 270 day Contract Duration and further stipulates Two Hundred and Fifty Dollar (\$250.00) in Liquidated Damages for exceeding this Contract Duration. There are no alternates included in this project and the final selection decision will be based upon Base Bid.

The Bid Date is July 29, 2014 and bids received will be opened and read aloud at 11:00 AM Central Daylight Time.

No addenda will be issued after July 25<sup>th</sup>. All questions must be submitted in writing to Robert Balfour on or before the close of business July 24<sup>th</sup> for inclusion in any final addenda. General Contractors are responsible for checking the Jefferson County Purchasing Department website for any and all addenda. There will be an addenda issued addressing comments and questions raised at this mandatory pre-bid conference.

**BID DOCUMENTS**

2. Contract Duration: As noted in item 9 below, there was extensive discussion regarding the contract duration listed in the bid documents. Is the contract duration of 270 days listed in the Bid Documents correct?

*Answer: The decision has been made to extend the listed contract duration from 270 to 300 days. Bidders are requested to strike the 270 days and insert the figure 300 days in it's place on page 50 of the bid documents.*

3. Bid Bond Form: The Bid Documents include a bid form. Will Jefferson County allow the substitution of a form utilized by Surety Companies?

*Answer: Yes, Surety provided forms will be allow to be substituted for the standard form (page 51 in the bid documents).*

4. Exhibit-J, HUD Complaint Register: Page one was missing from the complaint form within the original bid documents. The missing page is page 1 of 4 in Attachment 2 to this addenda. Please insert page 1 of 4 as page 97A of the overall bid documents.

**DRAWINGS**

5. Sheet D0.01 - This sheet references the location of the building. The dashed line layout of the pad and the parking area is between the existing Driver's License Office and the Concrete Driveway noted

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**Jefferson County Office Building - Port Arthur Texas**

- to remain on the site plan that provides access to the DD7 pump station.
6. Sheet C0.01 - Alternate 01 - Generator and Concrete Pad - The generator and concrete pad are to be excluded from the contract. General Contractors shall include all provisions for future connection of the Owner provided Generator to the electrical system.

**SPECIFICATIONS**

7. Section 08410 - Aluminum Entrances and Storefronts - The question was raised as to whether or not exterior hardware for the aluminum entrance doors is part of the aluminum storefront system or door hardware?

*Answer: The Project Manual for the project require that the project comply with Texas Department of Insurance requirements for all specified exterior systems. Section 08410 - Aluminum Entrances and Storefronts, Article 1.6 (B) references TDI requirements for the entire storefront system. In that the hardware is an integral component of the operating leafs, all hardware must comply with TDI requirements.*

**COMMENTS and QUESTIONS:**

8. Project Manual: The complete project manual, bid documents, drawings and specifications, is posted on the Jefferson County Purchasing website.
9. Contract Duration: Contract duration was discussed extensively and the following is a compilation of the comments.
- A. The contract duration is defined as the time between issuance of the Notification to Proceed is issued and the issuance of Certification of Substantial Completion.
- B. The Notification to Proceed will not be issued until all requirements of the contract have been met and accepted by the project managers for the General Land Office. This process will be undertaken with the successful Prime Contractor following contract acceptance by the Jefferson County Commissioners Court.
10. Section 3 Compliance: Section 3 compliance was discussed extensively and the following is a compilation of the comments.
- A. Concern was expressed that the contract duration stated in the Bid Form does not allow sufficient time to complete Section 3 Compliance Requirements as this process can take 45 to 60 days. As noted above in item 14, the Contract Duration does not include the period of time required to complete Section 3 compliance requirements. The duration between Contract Execution and the Issuance of the Notification to Proceed will be the term used to complete compliance requirements.
- B. For purposes of the contract, Jefferson County will be the defined as the Section 3 area.
- C. There is a form available on the General Land Office website that allows for self certification by company employees.
- D. The participation requirements included in the Project Manual are goals, not requirements, for this project. The successful General Contractor is required to make a good faith effort for compliance.
- E. As a follow up to the Pre-Bid Meeting the design team was informed that one sheet related to the complaint process was missing from the bid documents. Attachment 02 is the complete form with instructions.

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**Jefferson County Office Building - Port Arthur Texas**

11. Davis Bacon Wage Rates and Reporting Requirements: This project is require to comply with all requirements of Davis Bacon Act.
- A. Attachment 03 is the wage rate determination used for this project.
  - B. Additional wage determinations will be required for the project and it will take between 15 and 45 days to be provided. Additionally, no classification can be requested prior to execution of the prime contract for construction between the Owner and the General Contractor.
  - C. If a classification for labor or machinery is required, the contractor may pay the rate submitted for consideration prior to receiving approval, but if the rate is lower than the approved rate, the contractor shall be required to pay the difference for all hours previously worked.
  - D. Fringe Benefits referenced in the wage determination MUST be paid.
12. Soils Report: Is there a soils report available for the project?  
*Answer: Yes, there is a soils report for the project and a copy will be added to the documents available to bidders on the Jefferson County Purchasing Department website.*
13. Structural Concrete: Will Fly Ash be allowed to be used in the structural concrete?  
*Answer: For bidding purposes, the project is to be bid without using fly ash in the concrete mix.*
14. Structural Steel: Is the structural steel allowance referenced in Note 19 in Structural Steel Notes on Sheet S0.2 the only allowance included in the project?  
*Answer: This is the only allowance included in the documents. The intent of this note in to assure that all miscellaneous metals clips required to comply with TDI Windstorm Design Requirements and provide anchorage for the various features and equipment not specifically designed and detailed the construction documents.*
15. Materials Testing: Is materials testing to be provided by the Owner?  
*Answer: All material testing required to comply with Jefferson County requirements for the project is to be paid for by the Prime Contractor.*
16. Windstorm Design Review and Installed Component Inspection Requirements: There was a presentation of a DRAFT letter regarding the inspections required to assure compliance with Texas Department of Insurance requirements. Attachment 04 to this addendum is the DRAFT letter. A final copy addressing all requirements will be provided to the successful General Contractor at the Preconstruction Meeting.
17. Building Permit Fees: Will the City of Port Arthur waive the Building Permit Fees for the project?  
*Answer: Contractors should assume that all permit fees required for the project will be required to be paid on this project.*
18. Is a Fire Sprinkler System required for the project?  
*Answer: Specification Section 01010 - Summary of Work, Article 1.2 (A) references that the project is required to have an NFPA 13 compliant Fire Sprinkler System. No design drawings for the system are included in the Project Manual as the design has to be provided by Installer.*
19. Proprietary Materials: Are materials specified in the Specifications proprietary materials?  
*Answer: Materials utilized in design of the project are not proprietary in nature. Materials / Equipment substituted for the materials noted are allowed as long as they meet or exceed the design and performance requirements of*

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Jefferson County Office Building - Port Arthur Texas

*the material/equipment used in design.*

20. Is a security fence required for the project?

*Answer: There is no specific requirement for providing a security fence on the site.  
Any decision made to include a fencing system is the contractor's decision.*

**ATTACHMENTS:**

- 21. Attachment 01 - Meeting Sign-In / Attendee List.
- 22. Attachment 02 - Exhibit-J, HUD Complaint Register.
- 23. Attachment 03 - David-Bacon Wage Rate Decisions.
- 24. Attachment 04 - DRAFT Windstorm Inspection Requirements.

**END OF ADDENDUM NUMBER 001**

**END OF SECTION 00901**

# SIGN-IN SHEET

PROJECT: JEFFERSON COUNTY NEW HEALTH CLINIC PRE-BID IFB 14-018/KJS

DATE: JULY 15, 2014  
 TIME: 9:00 a.m.

NAME	COMPANY	PHONE/FAX	E-MAIL
Don Rao	Jefferson County Engineering	(409) 835-8584	<a href="mailto:drao@co.jefferson.tx.us">drao@co.jefferson.tx.us</a>
Mike Fuselier	Jefferson County Engineering	(409) 835-8584	<a href="mailto:mikef@co.jefferson.tx.us">mikef@co.jefferson.tx.us</a>
Wesley McPhail	David J. Maxman, Inc.	(409) 384-3458	wesley.mcphail@shc-global.net
John Dangle	alico	409-860-4459	Johnman@alico.com
Jim Stelly	SETEX CONST	1842-8181	Setef@setefconstruction.com
Lee Burk	McTunis Construction	409 385-5767	Fred@mcTunisProjects.com
Delaine Goshig	NAT Construction	409 813 8592	ejabha@nandtconstruction.com
Walter P. Otzel	RCI ENR, INC.	656-3476	WALOTZEL@PLAZATEL.LL.COM
Kimber Hawkins	CROSS BUILDING	204-1792	KIMBELHAWKINS@CROSSBUILDING.COM
Louy EEDS	Chica & Assoc	24763046	louy@csgrgroup.usa.com
SAMUEL FOUNTAIN	" "	833-4343	SFOUNTAIN@CHICAANDASSOCIATES.COM
Robert Ba Hour	" "	" "	RbaFour@chicandaassociates.com

# SIGN-IN SHEET

PROJECT: JEFFERSON COUNTY NEW HEALTH CLINIC PRE-BID IFB 14-018/KJS

DATE: JULY 15, 2014

TIME: 9:00 a.m.

NAME	COMPANY	PHONE/FAX	E-MAIL
Karen S. Stewart	Purch Jeff Co.	835-8693	ksmith@co.jefferson.tx.us
Nikki Tibbs	Tollway - wmg pny	409.600.1512	NTibbs@twinc.com
Colin Garrett	G&G Enterprises	409-883-9132 Fax	Colingarrett@Hughes.net
John Neim	413. WEIRD + SONS INC	409 342 2272	JNEIM@413NEIM.COM
Jerry Vandervoort	SpawGlass	409-681-4547	jerry.vandervoort@spawglass.com
David Redman	CPWT/CONCAST	409-656-6657	davidredman350@yahoo.com
Martin Flood	" "	" "	" "
Condace Plessala	Jefferson County	409-835-8580	csneed@co.jefferson.tx.us
Mike Graves	Daniels Bldg Const	838-9006 F 409-838-3006 P	daniels@danbinc.com
Shea Duvriel	ADVANCED SYSTEMS ALARM SERVICES	409-840-2077	wayne@fexasalarms.com
Lynida Tenney	Bruce's Overhead Construction Inc	409 Glade 4245 Blair 8245	lynida@bruceoverheadconstruction.com



# Complaint Register

Under Section 3 of the Housing  
And Urban Development Act of 1968

## U.S. Department of Housing and Urban Development

Office of Fair Housing  
and Equal Opportunity

OMB Approval No. 2529-0043

(Expires 11/30/2010)

Name of Complainant (Person or organization) Home Phone

Street Address Work Phone

City, State, Zip code

Against whom is this complaint being filed? Business Phone

Name of organization or company

Street Address

City, State, Zip code

Name and identify others (if any) who violated the law in this case

You are (check all that apply)

<input type="checkbox"/> A. Low/Very low income	<input type="checkbox"/> D. Section 3 business concern
<input type="checkbox"/> B. Public housing resident	<input type="checkbox"/> E. A representative of D
<input type="checkbox"/> C. A representative of A or B	

Complaint is against (check one or more boxes)

<input type="checkbox"/> A. Applicant	<input type="checkbox"/> D. Recipient
<input type="checkbox"/> B. Sub-Recipient	<input type="checkbox"/> E. Contractor
<input type="checkbox"/> C. Subcontractor	<input type="checkbox"/> F. Other (please specify) _____

Basis for non compliance with Section 3

<input type="checkbox"/> Denied Training	<input type="checkbox"/> Denied Employment	<input type="checkbox"/> Denied Contracting
--	--	---

What did the person you are complaining against do? (Check all that apply – provide documentation)

<input type="checkbox"/> A. Failed to meet numerical goals, as set out in the Section 3 regulations	<input type="checkbox"/> G. Failed to train and/or employ Section 3 residents
<input type="checkbox"/> B. Failed to ensure that its contractors and subcontractors comply with Section 3	<input type="checkbox"/> H. Failed to award contracts to Section 3 business concerns
<input type="checkbox"/> C. Failed to notify Section 3 residents about training and/or employment opportunities	<input type="checkbox"/> I. Contracted with a contractor found to be in violation of applicable statutes and/or HUD regulations
<input type="checkbox"/> D. Failed to notify Section 3 business concerns about contracting opportunities	<input type="checkbox"/> J. Failed to provide preference to Section 3 residents in training and or employment opportunities.
<input type="checkbox"/> E. Failed to notify potential contractors for Section 3 covered projects of the requirements of Section 3	<input type="checkbox"/> K. Failed to provide preferences for Section 3 business concerns in contracting opportunities
<input type="checkbox"/> F. Failed to incorporate the Section 3 clause in Section 3 solicitations or contracts	

When did the act(s) checked above occur? (Include the most recent date if several dates are involved):

Summarize what happened? Attach additional information if necessary

--

	Date:

**Instructions for the Complaint Register**  
**Section 3 of the Housing and Urban Development Act of 1968**

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is not of a sensitive nature. The information is unique to the processing an allegation of noncompliance with the Section 3 statute or implementing regulations.

This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

**What does Section 3 of the Housing and Urban Development Act of 1968 provide?**

The law describes the HUD programs directly affected by Section 3, receiving Federal financial assistance from the Department, and dictates how these programs are to provide employment and other economic opportunities for low and very low income persons.

**What does the law cover?**

Section 3 applies to any Public and Indian Housing programs that receive: (1) developmental assistance pursuant to section 5 of the U. S. Housing Act of 1937; (2) operating assistance pursuant to section 5 of the U.S. Housing act of 1937; or (3) modernization grants pursuant to section 14 of the U.S. Housing Act of 1937, and to housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000.

**What can you do about violations of the Law?**

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within 180 days of the last alleged occurrences of noncompliance.

Complain to the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, by filing this form by mail or in person. The information received will be used by HUD to determine jurisdiction under Section 3.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about Section 3 or in filing a complaint at the HUD Office listed below:

Assistant Secretary  
 HUD Fair Housing and Equal Opportunity  
 451 7<sup>th</sup> Street SW  
 Washington, DC 20410  
 (202)-708-3633

**Privacy Act of 1974 (P.L.93-579)**

**Authority:** Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

**Purpose:** The information requested on this form is to be used to investigate and process Section 3 complaints.

**Use:** The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

**Penalty:** Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.

**Beth Waxman**

---

**From:** Beth Waxman <beth.waxman@sbcglobal.net>  
**Sent:** Wednesday, June 25, 2014 11:17 AM  
**To:** rbalfour@chicaandassociates.com  
**Cc:** 'susan.stover@sbcglobal.net'; ksmith@co.jefferson.tx.us; Don Rao (drao@co.jefferson.tx.us)  
**Subject:** WRD Port Arthur  
**Attachments:** Issuance of WRD for Bid Packages.pdf

Dear Mr. Balfour,

Please find attached the prevailing wage rate decision for the Port Arthur Health Clinic. Ten days prior to the bidding opening we will confirm that this decision is still current and has not been modified. In the event that it has been modified we will issue the modification to you so you may send it out as an addendum to all bidders.

If you have any questions please contact me.

Thank you,

**Beth Waxman**

David J. Waxman, Inc./Waxmans, III  
P.O. Drawer 900  
Jasper, TX 75951  
Voice: 409/384-3458  
Facsimile: 409/384-5719

This e-mail transmission may contain information that is proprietary, privileged and/or confidential and is intended exclusively for the person(s) to whom it is addressed. Any use, copying, retention or disclosure by any person other than the intended recipient or the intended recipient's designees is strictly prohibited. If you are not the intended recipient or their designee, please notify the sender immediately by return e-mail and delete all copies



# Texas General Land Office - Disaster Recovery

## Form 6-2 Wage Rate Issuance Notice

The Davis-Bacon Act requires a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions at <a href="http://www.wdol.gov">www.wdol.gov</a>	
GLO Contract #: 10-5291-000-5299	
Grantee Name: Jefferson County, TX	
GLO-DR Contract #: DRS010219	
Labor Standards Officer Name:	Beth Waxman
Address:	P.O. Drawer 900, Jasper, TX 75951
Phone #:	409/384-3458
I have determined the following General Wage Decision to be applicable for this construction work**:	
**Wage Decision Number:	TX140013MO
Published:	01/03/2014
Type of Work (check one):	<input type="checkbox"/> Heavy <input type="checkbox"/> Highway <input checked="" type="checkbox"/> Building <input type="checkbox"/> Residential
Description of Bid Activity Construction of Health Clinic	
Estimated Bid Opening Date: July 29, 2014	

**ISSUED BY:**

Name: Beth Waxman Title: Labor Standards Officer  
 Address: P.O. Drawer 900 City: Jasper,  
 State: TX Zip: 75951 Phone No: (409) 384-3458

\*\*Attach wage decision to this form and retain in local files. Do not send a copy to GLO-DR\*\*

This form effective 9/10/2012

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 0 Publication Date 01/03/2014

\* ASBE0022-001 06/02/2012

	Rates	Fringes
Insulator/asbestos worker (includes application of all insulationg 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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

---

END OF GENERAL DECISION

DRAFT



102 Oak Park Drive, Suite 104  
 Clute, Texas 77531  
 Email: [rciengineering@sbcglobal.net](mailto:rciengineering@sbcglobal.net)  
 Ph. 979.265.4555 Fax 979.265.4554

July 14, 2014

**Jefferson County's New Health and Probation Offices in Port Arthur**

**Windstorm Inspections and Requirements**

The windstorm certification process typically includes the following inspections. This is not an all inclusive list since other inspections may be performed as required. These inspections are for windstorm purposes only and are not for determination of building code compliance or for compliance with the Architects, Design Engineer, Owners, or Building Code Compliance Officers requirements.

1. Foundation
  - a. pre-pour – rebar and rebar placement
  - b. post-pour – anchor bolt sizing and placement
2. Structural Framing
  - a. Installation of the steel framing and of all framing connections
  - b. Structural framing installation records of the steel framing installer
3. Exterior wall surface
  - a. Pressure ratings of exterior wall coverings – must meet the Structural Design Engineer's requirements for Component and Cladding pressures
  - b. Attachment to structural framing per the manufacturer's requirements
  - c. Attachment to structural framing per the structural design engineer's requirements
4. Windows, skylights, and doors
  - a. Pressure ratings of all window and door assemblies– must meet the Structural Design Engineer's requirements for Component and Cladding pressures
  - b. Attachment to structural framing per the manufacturer's requirements
  - c. Attachment to structural framing per the structural design engineer's requirements
5. Roof
  - a. Roof decking attachment
  - b. Pressure rating of the proposed roofing assembly– must meet the Structural Design Engineer's requirements for Component and Cladding pressures
  - c. Roofing installation
6. Mechanical equipment
  - a. Pressure ratings of all exterior located mechanical assemblies– must meet the Structural Design Engineer's requirements for Component and Cladding pressures
  - b. Attachment of equipment to structural framing or foundation

We require a preconstruction meeting with the contractor to discuss:

- required inspections as noted above
- required engineering information and data
- required product data – i.e., window, doors, skylights, siding, roofing, etc.
- required on-site documentation
- inspection schedule and inspection frequency
- notification by contractor of inspection requirements

In order to confirm that all installed materials and items comply with the Design Engineer's designated design pressures and with the TDI windstorm requirements, the submittals for all structural and for all component and cladding items must include appropriate documentation such as:

- TDI Product Evaluations,
- ICC-ESR, ASTM, UL, FM or other test reports,
- Sealed and signed Engineered designs

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 Jefferson County Office Building - Port Arthur Texas
 

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 SECTION 00902  
 ADDENDUM
 

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 PART 1      GENERAL
 

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## 1.1      SECTION INCLUDES

- A.      Addendum Number 002.

Reviewed by McInnis Construction, Inc.

## 1.2      RELATED SECTIONS

- A.      Work of this Section shall apply to all referenced materials and specifications as if written therein.

Date: 7-29-14

## 1.3      ADDENDUM NUMBER 002      July 23, 2014

**JEFFERSON COUNTY OFFICE BUILDING**

860 4<sup>th</sup> Street  
 Port Arthur, Texas 77640

**CHICA AND ASSOCIATES**

505 Orleans  
 Suite 106  
 Beaumont, Texas 77701

Addendum Items 1 through \_\_\_ and attachments as indicated.

The bidding documents shall be amended, modified, deleted from or added to by the items hereinafter specified and all work affected by this addendum shall be included. Except as otherwise described, labor and material for the work hereinafter described shall conform to all requirements of the Original Specifications.

**BID DOCUMENTS**

1. Davis Bacon Wage Decision: Please reference Attachment 01 - Revised Davis Bacon Wage Decision TX140013M1 for the project. This document has been provided to each bidder under separate cover with a response request confirming receipt. As noted in the Pre-Bid Meeting, bidders are required to confirm receipt of all addenda as part of the bid submission process. Confirmation of receipt of Addendum Two on the Bid Form will constitute evidence of receipt of said Davis Bacon Wage Decision.

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**Jefferson County Office Building - Port Arthur Texas**

**DRAWINGS**

2. Sheet C1.02 - Add Note clarifying that Datum Elevation 100 feet - 0 inches as defined in the Building Design Documents equals Mean Sea Level Elevation 103.95 feet.

**SPECIFICATIONS**

3. Low Slope Roofing System: Add attached Specification Section 07612 - PREFORMED CONCEALED FASTENER LOW SLOPE METAL STANDING SEAM ROOFING. This specification is to be utilized for the preformed metal roofing system in lieu of the material specified in Section 07413 - METAL ROOF PANELS AND CLADDING. Material specified in Section 07612 shall be utilized for the Low Slope Roofing. Material specified in Section 07413 shall be utilized only in vertical cladding applications on parapets.

**COMMENTS and QUESTIONS:**

4. Note on D0.01 to "Relocate existing Street Trees this area as directed by City of Port Arthur". There does not appear to be any other reference to landscaping on the documents. Please clarify or confirm the scope of landscaping, planting, seeding or sodding, irrigation, etc.

*Answer: As noted during the Pre-Bid Conference, the only landscaping included at this time in the scope of work is the relocation of the existing street tree within the parkway that conflicts with the proposed vehicular approach. All sod areas disturbed during the course of construction shall be restored to pre-construction condition. There are no irrigation systems indicated and/or anticipated for the project. There are sleeves included in the overall design should the county choose to install an irrigation system at a later date.*

5. Question from rebar vendor:
- a. On dwg. SO.1, note #6, under Concrete, you call for the slab on grade to be reinforced with #4 @18" ocev, U.N.O.
  - b. On dwg. S1.0, in the plan view, you call for the slab on grade to be reinforced with #5 @ 24" ocev.
  - c. On dwg. S3.0, section F1, you say the slab is reinforced with #5 @18" ocev.
- Please clarify reinforcing requirements.

*Answer: As a General Note, Note 6 is only to be utilized where reinforcing bars are not defined in the drawings. As the worst case condition is #5 at 18 inches ocev, utilize that size and spacing for bidding purposes.*

6. Question regarding fire extinguishers. There do not appear to be any fire extinguishers or cabinets in the building. Please clarify or confirm no fire extinguishers or cabinets are required.

*Answer: All fire extinguishers will be provided and installed by the Owner as certification and maintenance of said extinguishers will be of ongoing concern of the owner. The general contractor shall coordinate with Owner to provide blocking for mounting of brackets.*

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**Jefferson County Office Building - Port Arthur Texas**

7. Enlarged floor plans A3.01, A3.02, A3.03, and A3.04 mention corner guards, but am unable to find specification for corner guard material. Please clarify or provide specification for corner guards.  
*Answer: Corner Guards referenced in plans and details shall be Three Inch Winged Surface Mounted PVC Corner Guards with metal retainer and closure caps. Color selection will be from Manufacturer's Standard Color Palette.*
8. Detail 04 & 05/A11.02 indicate pin-mounted 1/2 " thick stainless steel letters. Font to be Market Deco. There is no specification or detail provided for any interior signage. Code requires restrooms be identified. Please clarify or confirm no interior signage is required.  
*Answer: All interior signage will be provided and installed by the Jefferson County Signage Department. The general contractor is required to provide the*
9. No detail or specification is provided for cabinet hardware or plastic laminate type. As these items can vary to extremes, some parameter is usually provided to ensure correct pricing is given. Please clarify specific hardware and plastic laminate requirements.  
*Answer: All cabinet doors and drawer fronts shall have routed edge pulls on the back edge of the door / drawer front in appropriate location for the intended access. Plastic Laminate shall be horizontal grade laminate, single uniform color laminate with a satin finish.*
10. Question about exterior lettering. The exterior building elevation 02/A4.01 shows the street address towards the right side of the elevation. Details 04&05/11.02 do not show the address lettering. Please clarify or confirm there is no address lettering to be provided.  
*Answer: The street address shown on Elevation 02/A4.01 shall match the balance of the exterior signage in material, size and font.*
11. The Wage Rate information provided does not cover all trades that will likely be on the project. For example, this is a structural steel frame building and no wage rate is provided for workers who will be performing that type of work. Please clarify or confirm wage rate is not applicable to trades not listed.  
*Answer: As noted in discussions during the Pre-Bid meeting, this project must comply with the wage rate guidelines of the Davis Bacon Act. Additional wage classifications may be requested for trades not listed in the revised wage determination included as an attachment to this addendum.*
12. What type lockset will be used at these openings? Mortise or Cylindrical?  
*Answer: Cylindrical*
13. Latch bolt or deadbolt function to determine face plates with the electric strikes?  
*Answer: Latch Bolt with Electric Strike.*
14. Are the power supplies being furnished by others? If not, need a spec on the power supply accessory for the electric strikes.  
*Answer: By Others*

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**Jefferson County Office Building - Port Arthur Texas**

15. The office locksets noted in the opening schedules don't distinguish between a mortise or cylindrical type lockset. Please provide this information for prepping doors and frames.  
*Answer: As noted in question 12 above, all interior door locksets are to be cylindrical.*
16. What are the exit device functions? Are they Exit Only or do they get trim with levers and/or cylinders?  
*Answer: All doors will have a night latch function with levers and cylinders.*
17. Floor mounted stops are specified but need spec for what type stop?  
*Answer: Stanley ½ inch x 2 inch or similar.*
18. What type threshold? Heavy Duty Cast? Lip? No spec listed for any thresholds in the schedules.  
*Answer: Extruded aluminum saddle thresholds complying with TAS requirements.*
19. What type weather stripping at the exterior doors? Self-Adhesive? Vinyl Seals? Neoprene Seals? Silicone Seals? No spec in the specs or the opening schedules.  
*Answer: Neoprene or Vinyl*
20. Rain Drip Spec?  
*Answer: Extruded Aluminum*
21. Size for armor plates? 36" X 2" LWD?  
*Answer: 36" X 2" LDW?*
22. Spec for pulls, pull plates and push plates? Size? Finish?  
*Answer: 4 inch x 16 inch with a 6 inch center to center pull*
23. All door sizes in the opening schedule are 3/0 in widths. The hinge size noted in the opening schedules list 4" ball-bearing hinges for these widths. The recommended size of hinges is 4-1/2" for doors up to 36" wide and 1-3/4" thickness. Standard weight? Heavy weight? Finish? Do exterior hinges for exterior openings get NRP features?  
*Answer: The selection of 4 inch hinges is incorrect. All hinges shall be 4 ½ inch BB hinges, 1 ½ pair per leaf with NRP for all out opening exterior doors and doors entering*
24. Any closers need hold open options?  
*Answer: No*
25. What is the grade of the door hardware?  
*Answer: Stanley Commercial Grade hardware or similar grade from other manufacturer's shall be utilized as level of quality. All hardware shall include removable core lock keyways.*

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**Jefferson County Office Building - Port Arthur Texas**

26. There is a conflict in the door specifications where both wood face and PLAM face are referenced. Which is correct?

*Answer: All doors shall be PLAM flush face doors. Finish shall be wood grain PLAM selected from manufacturer's standard color palette.*

**PREVIOUS ADDENDA:**

27. Addendum 001 - Item 10(C) - The form indicated is available but is not located on the General Land Office Website. A copy of the form will be provided, if requested, to the successful bidder.
28. Addendum 001 - Item 11(A) - Attachment 03 is hereby voided. Refer to Item 1 this addendum for clarification of wage determination to be utilized.
29. Addendum 001 - Item 11(B) - The addendum incorrectly identified the process as a "wage determination". It is correctly titled as a "wage classification".
30. Addendum 001 - Item 11(B) - the second sentence is incorrect. It should state the following  
Additional classifications can be requested following contract award.

**ATTACHMENTS:**

31. Attachment 01 - Davis-Bacon Wage Rate Decision TX140013M1.
32. Attachment 02 - 07612 - Preformed Concealed Fastener Low Slope Metal Standing Seam Roofing.

**END OF ADDENDUM NUMBER 002**

**END OF SECTION 00902**



# Texas General Land Office - Disaster Recovery

## Form 6-3 Ten-Day Confirmation Form

Ten (10) days **or less** before the bid opening date, confirm that the initial wage decision inserted in the bid package is still current. Count the 10 days to include the weekends – 10 **calendar days** before the bid opening date. Wage rates are not “locked-in” and may be modified until bids are opened. If wage rates are modified after the Ten-Day Confirmation but before bid opening, and the LSO is unable to contact all bidders, contact the DR Division Labor Standards Specialist.

Grantee Name: JEFFERSON COUNTY, TEXAS

GLO Contract Number: 10-5291-000-5299 DRS Number: DRS010219

### Ten Day Confirmation Information:

Confirmed Wage Decision: TX140013M1 Published Date: 07/18/2014

Bid Activity: Construction of Health Clinic, Port Arthur, TX

LSO Confirming: Beth Waxman

Date of 10-day Confirmation: July 18, 2014

Bid Opening Date\*: July 29, 2014

(\*If the Small Purchase method of procurement is used the above entry will be the bid tabulation date.)

If Wage Decision was modified, describe action taken by LSO to distribute the updated wage decision to all interested parties:

10-day call Action Taken:  None  Faxed  E-Mailed  Mailed

Distributed By LSO: Beth Waxman Date: July 18, 2014

Comments: Distributed to Project Engineer/Project Architect & Jefferson County Purchasing Agent

**\*\*Attach wage decision to this form and retain in local files. Do not send a copy to GLO-DR\*\***

**Revised form effective 9/10/2012**

General Decision Number: TX140013 07/18/2014 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
1	07/18/2014

\* ASBE0022-001 01/01/2014

	Rates	Fringes
Insulator/asbestos worker (includes application of all insulationg materials, protective coverings, coatings and finishing to all types of mechanical systems).....	\$ 21.05	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
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SHEE0054-011 07/01/2010

	Rates	Fringes
SHEET METAL WORKER.....	\$ 26.89	10.57

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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.

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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)).

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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 Jefferson County Office Building - Port Arthur Texas
 

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## SECTION 07612

PREFORMED CONCEALED FASTENER LOW SLOPE METAL STANDING SEAM ROOFING**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. The work includes, but is not necessarily limited to, furnishing and installation of all preformed metal roofing, and accessories as indicated on the drawings and specified herein..

**1.2 PERFORMANCE REQUIREMENTS**

- A. Wind uplift ratings are based on specifications developed by FM Global. Roofing insulation materials and fasteners shall meet Texas Department of Insurance (TDI) Windstorm Design and City of Port Arthur Requirements for 140 MPH Sustained Wind Load Ratings. Wind loading forces for design consideration must be developed to comply with TDI Windstorm Criteria requirements. The roofing system designer must give consideration to the anticipated wind loadings on field, perimeter and corner areas to provide adequate uplift resistance of the roofing system with allowances for appropriate factors of safety.
- B. Weather Tightness: The TripleLok seam has achieved the following:
1. ASTM E 1680 air infiltration at 1.57 psf measured .007 cfm/lnf of sidelap seam..
  2. ASTM E 1680 air infiltration at 12.0 psf measured .021 cfm/lnf of sidelap seam..
  3. ASTM E 1646 Water leakage was zero at 12 psf.
- C. Minimum Section Properties: 24 Gauge..
1. Positive:
    - a) Moment of inertia: 0.3739 (ln4/ft.).
    - b) Section Modulus: 0.1567 (ln3/ft.).
  2. Negative:
    - a) Moment of inertia: 0.1577 (ln4/ft.).
    - b) Section Modulus: 0.0965 (ln3/ft.).

**1.3 WARRANTY**

- A. MANUFACTURER'S PRODUCT WARRANTY - Manufacturer's standard coating performance warranty, as available for specified installation and environmental conditions
- B. CONTRACTOR'S WARRANTY - Warrant panels, flashings, sealants, fasteners and accessories against defective materials and/or workmanship, to remain watertight and weatherproof with normal usage for two (2) years following Project Substantial Completion date.

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**Jefferson County Office Building - Port Arthur Texas**

**1.4 SUBMITTALS**

- A. Samples and Literature: Prior to ordering products, submit samples of roof panels and concealed clips along with Manufacturer's literature and specifications for Architect approval.
- B. Detail Drawings: Detailed shop drawings must be submitted for approval prior to fabrication. Shop drawings shall indicate the factory coating specifications and other data as necessary to clearly describe gauges, profiles, fastener types and locations.

**1.5 QUALITY ASSURANCE**

- A. Installer's Qualifications: Installer must be approved by the Panel Manufacturer in writing prior to work commencing.
  - 1. Installer shall meet the following:
    - a) Successfully applied five metal roofs of comparable size and complexity which reflects a quality weathertight installation in the region where the work will be performed..
    - b) Have been in business for a minimum period of five years in the region where the work will be performed.
- B. Manufacturer's Qualifications.
  - 1. Manufacturer shall have a minimum of 10 years experience supplying metal roofing to the region where the work is to be done.
  - 2. Comply with current independent testing and certification as specified.
  - 3. The roof panel manufacturer must also subscribe to Underwriters Laboratories' "Follow Up Service" assuring continuing product compliance with UL requirements. Shipment packaging of panels and attachment clips must bear UL classification markings.

**1.6 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Comply with manufacturer's recommendations for off-loading materials.
- B. Handle panels with non-marring slings.
- C. Do not bend panels.
- D. Store panels above ground, with one end elevated for drainage.
- E. Protect panels against standing water and condensation between adjacent surfaces.
- F. If panels become wet, immediately separate sheets, wipe dry with clean cloth, and allow to air dry.
- G. Store accessory items in a dry place

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**PART 2 PRODUCTS**


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**2.1 INDIVIDUAL MATERIAL**

- A. PANEL DESIGNATION/CONFIGURATION: MultiLok-24®.

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**Jefferson County Office Building - Port Arthur Texas**

- B. PANELS:
1. Base Metal:
    - a) Material: Steel conforming to ASTM A-792 Grade 50B with a minimum yield strength of 50,000 psi, and thickness not less than 24 gauge..
    - b) Protective Coating: Conforming to ASTM A-792 AZ50, 45% zinc and 55% aluminum alloy by weight..
  2. Configuration:
    - a) Profile: Roof panels shall consist of an 18-3/4" wide striated pan between 3" high corrugations with factory-caulked standing seams for a 24" net coverage in place. Corrugations shall be haunched to provide a reinforcing rib on each side. Panels shall be factory-notched and punched.
    - b) Manufacturer also provides an 18" net coverage 'filler' panel to assist with location of pipe penetrations and rake flashing conditions..
    - c) Provide panels in the maximum length recommended by Panel Manufacturer for intended installation to minimize end laps accommodating practical transportation and field handling..
    - d) Factory-Applied Sidelap Seam Sealant.
- C. ACCESSORIES:
1. Concealed Clip: Clip consisting of a fixed base and moveable clip tab with factory applied sealant allowing for 2-1/8" of thermal movement.
  2. Fasteners:
    - a) Concealed fasteners: Corrosion resistant plated steel as recommended by panel manufacturer.
    - b) Exposed fasteners: Long life zinc and aluminum alloy cast head with self-sealing washers, such as ZACTM.
  3. Sealant: Field-Applied tape Sealant: Butyl type, 1/8" x 1".
  4. Connection Hardware:
    - a) Shall be designed to allow the roof system including panels, flashings, endlaps, rake and ridge conditions to move with thermal expansion/contraction from a fixed eave condition.
    - b) Fixed Clip: 20 gauge galvanized or zinc-aluminum coated steel.
    - c) Rake Clip: 16 gauge galvanized or zinc-aluminum coated steel..
    - d) Back-Up Plate: 16 gauge galvanized or zinc-aluminum coated steel. Factory punched, enabling back-up plate fasteners to apply 2,000 pounds clamping force at endlaps.
    - e) End Dam: 18 gauge galvanized or zinc-aluminum coated steel. Factory punched.
    - f) Cinch Strap: 0.040" stainless steel prepunched and shaped to fit snugly between the ribs. Strap shall compress the panel inside tightly at both rib and flat areas.
    - g) Thermal Blocks:
      - 1) 1" thick 1.0 pcf expanded polystyrene foam for insulation 4" or less.
      - 2) 1/2" thick Dow Chemical thermal block for insulation 4"- 6" thick.
- D. FLASHING: Protective metallic coating, material, gauge and finish to match panels. Do not

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**Jefferson County Office Building - Port Arthur Texas**

use lead or copper. Remove any strippable film prior to installation.

- E. FABRICATION: Flashings, gutters and downspouts shall be of 24 gauge prepainted galvanized coated steel to provide a complete, weathertight installation.

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**PART 3 EXECUTION**

**3.1 EXAMINATION**

- A. Site Verification of Conditions. General Contractor and Subcontractors related to installation of materials identified within this specification section and related sections of work of the contract shall verify that site conditions are acceptable for material installation.
1. Do not proceed with material installation until unacceptable conditions are corrected.
- B. The undertaking of installation of materials shall be deemed as acceptance of all field conditions and configurations.
- C. Examine the conditions and substrates in which metal roofing work is to be installed. Substrate shall be installed level, flat and true to avoid panel stresses.
- D. Field measurements shall be taken prior to fabrication of panels.
- E. Proceed with roofing installation only after satisfactory conditions are met.
- F. MultiLok-24® panels shall be installed only when substrate and/or subframe is installed and aligned true in plane, accurate, and secured in place.

**3.2 PREPARATION**

- A. FIELD MEASUREMENTS:
1. Verify prior to fabrication.
  2. If field measurements differ from drawing dimensions, notify Architect/Engineer prior to fabrication.

**3.3 PROTECTION**

- A. Treat, or isolate with protective material, any contacting surfaces of dissimilar materials to prevent electrolytic corrosion..
- B. Require workmen walking on roofing panels to wear clean, soft-soled work shoes that will not pick up stones or other abrasive material which could cause damage or discoloration..
- C. Protect Work of other trades against damage and discoloration..

**3.4 TOLERANCES**

- A. Clean and dry surfaces prior to applying sealant.

**3.5 INSTALLATION**

- A. PANELS: Install per approved Submittal Drawings and Manufacturer's installation procedures.

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**Jefferson County Office Building - Port Arthur Texas**

- B. Panel-to-panel connections: Roll lock seams to be manufacturer's recommended appropriate method for roof slope utilized.
- C. Remove any strippable protective film prior to installation and in any case, do not allow the strippable film coating to remain on the panels in extreme heat, cold, or in direct sunlight or other UV source

**3.6 ALLOWABLE ERECTION TOLERANCE**

- A. Maximum Alignment Variation: 1/4 inch in 40 feet.

**3.7 FLASHING**

- A. The panels shall be fixed at the eave. The ridge and rake assemblies shall be designed to allow the roof panels to move lengthwise with expansion/contraction for panel temperature changes up to a minimum of 150°. Panel end laps shall not be attached to the substructure to allow for thermal movement.
- B. Discrepancies between job site conditions and drawings as approved shall be brought to the attention of the Project Representative.

**3.8 CUTTING AND FITTING**

- A. Neat, square and true. Torch cutting is prohibited.
- B. Openings 6 inches and larger in any direction: Shop fabricate and reinforce to maintain original load capacity.
- C. Debur cut edge where necessary to saw-cut panel.

**3.9 CLEAN UP AND CLOSE OUT**

- A. Panel Damage and Finish Scratches:
  - 1. Do not apply touch-up paint to damaged paint areas that involve minor scratches..
  - 2. Panels or flashings that have severe paint and/or substrate damage shall be replaced as directed by the Project Representative.
- B. Cleaning and Repairing:
  - 1. At completion of each day's work and at work completion, sweep panels, flashings and gutters clean. Do not allow fasteners, cuttings, filings or scraps to accumulate.
  - 2. Remove debris from Project Site upon work completion or sooner, if directed.

**END OF SECTION 07612**

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**Jefferson County Office Building - Port Arthur Texas**


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**SECTION 00903****ADDENDUM****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Addendum Number 003.

Reviewed by Mcinnis Construction, Inc.

Date: 7-29-14

**1.2 RELATED SECTIONS**

- A. Work of this Section shall apply to all referenced materials and specifications as if written therein.

**1.3 ADDENDUM NUMBER 003 July 25, 2014****JEFFERSON COUNTY OFFICE BUILDING**

860 4<sup>th</sup> Street  
Port Arthur, Texas 77640

**CHICA AND ASSOCIATES**

505 Orleans  
Suite 106  
Beaumont, Texas 77701

Addendum Items 1 through 34.

The bidding documents shall be amended, modified, deleted from or added to by the items hereinafter specified and all work affected by this addendum shall be included. Except as otherwise described, labor and material for the work hereinafter described shall conform to all requirements of the Original Specifications.

**DRAWINGS:**

1. Add the following General Notes to Sheet E2.01

## General Notes:

1. At Type B exterior Wall Sconce provide a remote 90 minute battery pack with test switch.
2. Provide 1-Additional B exterior under the C Fixture to provide light at generator, yard. Provide WP switch and connect to circuit 1HN-15.
3. Move TV receptacles Circuits 1LN 13, 15, 28, 29, 38 to Panel 1LC 23, 25, 27, 29, 31
4. Modify LC from a 42 circuit panel to a 60 circuit panel, provide additional 12-20/1 spares and 6-20/1 spaces.
5. Panels over 42 circuit may be provided in one can, if allowed by local codes.
6. Provide p-touch label at all devices indicating panel circuit number.

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**Jefferson County Office Building - Port Arthur Texas****COMMENTS and QUESTIONS:**

2. RE: General Note #2/M1.01 Please clarify or confirm that all fire dampers are to be located at the point of roof penetration by the ducts.
- Answer: Fire dampers are required at all locations indicated on plans and other fire rated partitions. The roof is not considered a fire rated partition.*
3. Question from HVAC sub regarding chart defining CFM for given duct sizing. Such a chart is commonly provided by the mechanical engineer, but is absent on the documents for this project. Please clarify with information or confirm no chart will be provided.
- Answer: The run out duct sizes are the same as the neck size of the diffuser. Air quantities are indicated at diffusers. All rectangular ducts have sizes indicated.*
4. Going thru the drawings, I have not found the finish floor elevation. Grading plan C1.02 shows paving elevations around the exterior of the building, but do not show the building elevation. S3.0, S3.1, S3.2 foundation details show top of slab as +100'-0", which is lower than the elevations shown on C1.02 for the surrounding paving. Top of masonry wall elevations on S4.1 and top of steel elevations on S4.2 appear to be based upon finish floor plus dimension shown. Please clarify the building finish floor elevation.
- Answer: As noted in Addendum 002, Item 2, Datum Elevation 100 feet 0 inches equals Mean Sea Level Elevation 103.95 feet.*
5. S0.1 Structural Notes – Foundation #4.-D. appears to give the contractor the option of either undercutting the existing fill, or, raising the building elevation – to accommodate the placement of minimum 2'-0" thickness of compacted select fill beneath the building slab. As raising the building elevation creates a broad variety issues, we would ask that you please clarify this note.
- Answer: The General Contractor is expected to remove all organic material and additional subgrade material required to achieve a depth allowing the installation of the select fill specified and foundation system detailed to the MSL elevation noted in Addendum 002.*
6. S0.1 Structural Notes – Foundation #14. Mentions landscaping beds and irrigation. We are finding any landscaping or irrigation shown on the documents. Please clarify landscaping/irrigation requirements.
- Answer: As stated in Addendum 002, Item 4  
As noted during the Pre-Bid Conference, the only landscaping included at this time in the scope of work is the relocation of the existing street tree within the parkway that conflicts with the proposed vehicular approach. All sod areas disturbed during the course of construction shall be restored to pre-construction condition. There are no irrigation systems indicated and/or anticipated for the project. There are sleeves included in the overall design should the county choose to install an irrigation system at a later date.*

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**Jefferson County Office Building - Port Arthur Texas**

7. There is no spec for the Exterior Metal Letters.  
*Answer: As noted on the detail elevations 04 and 05/A11.02 the individual letters are to be constructed of ½ inch thick Stainless Steel of the height dimensions noted. The font for all letters is to be Market Deco as noted on the details. As stated in Addendum 002, Item 10 the materials, size and font for the address letters shown in Exterior Elevation 02/A4.01 are to be the same as the balance of the exterior lettering.*
8. Will there be room signs on this project? If so, please provide a spec.  
*Answer: As stated in Addendum 002, Item 8, all interior signage is to be provided and installed by the signage department of Jefferson County.*
9. There is no size/detail for "860 4th St." metal letters shown on 02/A4.01.  
*Answer: As stated in Addendum 002, Item 10 the materials, size and font for the address letters shown in Exterior Elevation 02/A4.01 are to be the same as the balance of the exterior lettering.*
10. There is no spec for the corner guards.  
*Answer: As noted in Addendum 002, Item 7, Corner Guards referenced in plans and details shall be Three Inch Winged Surface Mounted PVC Corner Guards with metal retainer and closure caps. Color selection will be from Manufacturer's Standard Color Palette.*
11. Is there to be a sink in H03 Lab? It is not shown on A3.03 or P1.01, but it is shown on detail 04/9.03.  
*Answer: No sink is to be provided.*
12. Are the cabinet fronts to paint or stain?  
*Answer: Stain Grade Birch, ½ inch overlay square edge doors and drawer fronts with routed edge pulls. Cabinet Facing shall be stain grade birch.*
13. Are downspout boots required? Elevation 2/A4.02 appears to show downspout boots.  
*Answer: All roof drainage leaders are to be terminated at the face of the curbs. All piping above and at grade shall be metal. Cast Iron termination boot connecting downspouts to horizontal piping are not required. Downspouts may transition to horizontal piping at concrete walkway surface.*
14. Notes 13,15,16/S0.2 gives the impression that we are to design/engineer the structure. All steel is already sized and detailed in the S sheets and stamped by the engineer. Please clarify.  
*Answer: All members shown in the structural documents are designed by the Structural Engineers. Miscellaneous members required for a complete installation not specifically designed as part of the original design will need to be designed, coordinated and reviewed for compliance with TDI standards. Design of these miscellaneous members is the responsibility of the manufacturer of the system requiring support. As noted in numerous*

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**Jefferson County Office Building - Port Arthur Texas**

*locations in the specifications, the engineer designing the members must be registered in the State of Texas.*

15. The brick ledge detail 01D/A0.03 shown on A5.03 does not exist.  
*Answer: The detail reference in question references the detail condition between the building and the adjacent concrete paving. The detail reference should read 01D/C1.07. This page number should be changed on all paving detail references in sheets A5.01 through A5.03. All paving details referenced on sheet A0.03 can be found on sheet C1.07 as the sheet was renumbered to be part of the civil documents.*
16. Detail 1/A5.03 does not show any vinyl flashing, exterior sheathing, damproofing or weep holes and the sill block does not entirely rest on the brick ledge. Normally we see a brick ledge 5" to 6" and the full depth of the block. As is, there is no protection for water entering in the building if water was to penetrate the block or mortar joints.  
*Answer: The exterior walls of the building have all cells of every block filled 100% with grout as noted in the structural documents. There is a brick ledge as shown in both Architectural and Structural documents. Contractors may construct the brick ledge to match the full depth of the block rather than using the offset lower block. The vertical modular layout of the building and all related vertical dimensions must be maintained.*
17. Should there be Densglass/sheathing at exterior walls to ensure water tightness?  
*Answer: Add Densglass sheathing or similar on the face of the metal studs at the entry elements shown on sheet A6.03 for both entries to the building. Construction of the plaster entry elements is shown to be constructed of metal channels owing to the radius and offset conditions. Contractors may construct the substrate of metal studs and sheathing if they so choose. The In either case, the final configuration of the plaster must be maintained and the entire installed system must meet TDI windstorm design requirements.*
18. Need proper elevation on slab. S1.0 shows 100', but that elevation would not work with the paving elevations shown on C1.01 which would be higher than the building slab.  
*Answer: As noted in Addendum 002, Item 2, Datum Elevation 100 feet 0 inches equals Mean Sea Level Elevation 103.95 feet.*
19. There are no masonry expansion joints shown? Please show locations if required.  
*Answer: No masonry joints are anticipated. The entire exterior wall system is 100% filled with structural grout as specified in structural documents.*
20. Perimeter walls R02 on partition schedule A10.05 does not match wall section on 01/A5.01. Partition schedule shows wall to deck and the wall section doesn't. Please clarify.  
*Answer: There is no reference to top closure of the generic wall type shown on sheet A10.05 only head termination of the top track. As shown on all exterior wall*

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**Jefferson County Office Building - Port Arthur Texas**

*sections in sheets A5.01 through A5.04 the interior architectural wall framing is to extend above the plane of the ceiling. Although not dimensioned, the line is assumed to be 10'-0" AFF as that is a standard modular dimension of both metal stud systems and GWB.*

21. Is acoustical batt insulation required at lay-in ceilings?  
*Answer: Acoustical Batt insulation on top of the lay-in ceilings is not assumed to be provided.*
22. There are several warranty periods shown in the roofing specification,  
*Answer: Refer Specification Section 07612 - Preformed Concealed Fastener Low Slope Metal Standing Seam Roofing for warranty period.*
23. The eave detail shown on 03/A6.04 does not appear to be complete. This condition should have a wood fascia with sheet metal fascia trim to provide a weather tight condition.  
*Answer: The entire roofing system shall provide a weather tight condition. Flashing for the roof in the detail referenced is required. The final configuration of the flashing and guttering is to be determined by the Roofing Contractor. Anchorage of the entire gutter system, flashing, and installed roof system must comply with City of Port Arthur and Texas Department of Insurance Windstorm Design Requirements.*
24. We need some clarification on exactly which receptacles on E1.01 are isolated ground receptacles and which are not. Section 16050, Part 2, 2.04(D) states, "Provide IG ground wire to all electronic circuits served from LC." Does this mean all the receptacles on Panel LC are isolated ground receptacles?  
*Answer: Provide IG receptacles at all circuits connected to Panel LC. Provide 1-Ground and 1-IG Ground per home run.*
25. Panel titles for LN1(1-42) and LN1(43-84) on E4.01 also show this panel having an isolated ground conductor. The isolated ground conductor is not shown on the one line. Should this panel have an isolated ground conductor and are any of its receptacles isolated ground type?  
*Answer: Delete requirements of IG Bar at panels LN1 and LN2, No receptacles require IG grounds.*
26. There is no fire alarm specification.  
*Answer: As noted in Section 01010, Article 1.2(A), the fire alarm system must meet NFPA 72 requirements. Refer E1.01 for additional information.*
27. There is no termite control specification. Will it be required?  
*Answer: No termite control treatment is required or anticipated.*
28. There is no roof hatch specification.  
*Answer: The roof hatch utilized for layout and sizing is a Bilco Type S-20 Galvanized Roof Hatch. The nominal dimensions of the hatch are 36 inches by 30*

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**Jefferson County Office Building - Port Arthur Texas**

*inches. Provide Bilco or similar by other manufacturer.*

29. The drawings and specifications do not call for an ice/water shield underlayment at the roofing. Will this be required?  
*Answer: No ice damn / water shield underlayment is specified in Specification Section 07612 - Preformed Concealed Fastener Low Slope Metal Standing Seam Roofing.*
30. I see on the fixture schedule and panel schedule a reference for parking lot lights type "SA". However on the site plan I do not see a type SA fixture. Is there a revised site plan showing these fixtures and poles or does this project not have the fixtures and poles.  
*Answer: No parking lot lighting is provided or anticipated.*
31. Door Tag 128 is shown as a single opening with a solid core wood door and metal frame in the opening schedule. However, the floor plan shows no door swing at this opening, so is this opening going to be a cased opening between the receptionist and files? If so, there would be no need for an office lockset on a cased opening.  
*Answer: The Door Schedule is incorrect. The opening referenced is a cased opening and there is no need to provide hinges or Latch/Locksets for this opening.*
32. Roofing System: Is the SS200 24 Gauge 2 inch Standing Seam 18 inch Wide Roof Panel an acceptable alternative roof profile?  
*Answer: The proposed roof panel is an acceptable substitute panel system for the building. The installed roof system must comply with City of Port Arthur and Texas Department of Insurance Windstorm Design Requirements.*
33. There is no specification for Test and Balance of the HVAC system. Please clarify.  
*Answer: Add the following Article H to Specification Section 15200, Article 3.2*  
*H. The HVAC Contractor shall balance and test the systems in accordance with the following requirements.*  
  1. *Scope: After completion of the installation of the air conditioning, heating, ventilating and exhaust systems, and prior to acceptance by the owners, all air handling systems and appurtenances applicable to the above system shall be adjusted and balanced to deliver the air and water quantities as specified, indicated on the drawings or as directed.*
    - a. *Air quantity measurements in main and branch ducts shall be performed by pitot tube traverse of the entire cross sectional area of the duct. Ducts having velocities of 1000 or more feet per minute shall be measured by inclined manometers (draft gage) or magnehelic gauges. Air measurements required for ducts having velocities of less than*

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**Jefferson County Office Building - Port Arthur Texas**

- 1000 feet per minute shall be performed with micromanometers, hook gauges or similar low-pressure instruments. Opening in ducts for pitot tube insertion shall be sealed with snap-in plugs after air balance is complete. Direct reading velocity meters in accordance with outlet and inlet manufacturer's recommendations shall determine outlet and inlet air quantities.*
- b. Total air quantities shall be obtained by adjustment of fan speeds. Volume or splitter dampers shall adjust branch duct air quantities. Dampers shall be permanently marked after air balance is complete so that they can be restored to their correct position if disturbed at any time.*
  - c. Volume adjusters may be used to balance air quantities at outlets and inlets providing final adjustments do not produce sound levels in excess of heretofore-specified limits, or objectionable drafts. Air quantity adjustments by outlet deflectors, grids or air scoops will not be permitted.*
- 2. Mark balancing devices at final setting.*
  - 3. Replacement of adjustable pulleys, installation of additional balancing dampers or pressure taps, required to effect proper air balance shall be furnished and installed by the HVAC contractor at no additional cost to the owner.*
  - 4. The air balance shall be recorded and submitted for evaluation. Submit two (2) certified copies of the complete air balance report. If requested, any or all of the above field tests shall be conducted in the presence of the Owner's Representative.*

**PREVIOUS ADDENDA:**

34. The Answer to Addendum 002, Item 8 copied below was not a complete statement. Detail 04 & 05/A11.02 indicate pin-mounted 1/2 " thick stainless steel letters. Font to be Market Deco. There is no specification or detail provided for any interior signage. Code requires restrooms be identified. Please clarify or confirm no interior signage is required.

*Answer: All interior signage will be provided and installed by the Jefferson County Signage Department. The general contractor is required to provide the*

*Corrected Answer: All interior signage will be provided and installed by the Jefferson County Signage Department. The general contractor is required to provide the exterior signage shown in the details noted in addition to the address signage referenced in Exterior Elevation 01/A4.01.*

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Jefferson County Office Building - Port Arthur Texas

35. The Answer to Addendum 002, Item 21 copied below has a typo.

Size for armor plates? 36" X 2" LWD?

*Answer:* 36" X 2" LDW?

*Corrected Answer:* The corrected punctuation is a period, not a question mark for the punctuation. It reads as follows:

36" X 2" LDW.

**END OF ADDENDUM NUMBER 002**

**END OF SECTION 00902**

**BID FORM**

Bid Description	Lump Sum Bid
The construction of a new Jefferson County Health Clinic / Adult Probation Office Building on 4 <sup>th</sup> Street, Port Arthur, Texas	\$ 1,955,000 <sup>00</sup>

**Acknowledgment of Addenda (if any):**

Addendum 1  Date Received JULY 16, 2014

Addendum 2  Date Received JULY 23, 2014

Addendum 3  Date Received JULY 25, 2014

300 - PER ADDENDUM # 1

**Contract execution Time: ~~270~~ Calendar Days**

*by*

### BIDDER CONTACT INFORMATION

(IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA- Round I Disaster Project Now Funded by GLO)

N&T CONSTRUCTION CO, INC. Point of contact for this offer:  
Company Name

1376 LAUREL AVE.  
Address

CHARLIE JABBIA  
Name (Printed)

BEAUMONT, TX 77701  
City State Zip

409-813-8592 409-813-8597  
Phone Fax

  
Signature of Point of Contact

CJABBIA@NANDTCONSTRUCTION.COM  
E-mail

C.O.O.  
Title

**Bid bond return address:**

P.O. Box 269

BEAUMONT, TX 77704

**CONTRACTOR'S LOCAL OPPORTUNITY PLAN**  
*Completed by all contractors if Contract exceeds \$100,000.00*

N&T CONSTRUCTION CO., INC. agrees to implement the following specific  
 (Name of Company)

affirmative action steps directed at increasing the utilization of lower income residents and businesses within the COUNTY of JEFFERSON.

A. To ascertain from the Locality's program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the Grantee/Locality the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert the Section 3 Contract Provisions clause in all subcontracts over \$100,000; to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment.

E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

F. To insure that subcontracts (greater than \$10,000.00), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Employment Opportunity (EEO) Officer to coordinate the implementation of this Section 3 plan.

J. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions, and to update these projections based on the extent to which hiring meets these Local Opportunity Objectives.

L. To submit prior to final payment, Tables C and D to the ADMINISTRATOR which includes all applicable hires and subcontractors utilized on this project.

M. For employment, 30 percent of all "new hires, at all levels, in conjunction with the project must be Section 3 Residents. As stated previously, the extension of employment opportunities to Section 3 Residents does not preclude the necessity for meeting the qualifications of the job

N. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for construction awarded through this grant, and at least 3 percent of the total dollar amount of all Section 3 covered contracts must be targeted to Section 3 business concerns

For D. and E. above, loans, grants, contracts, and subsidies for less than \$100,000.00 will be exempt.

For M. and N. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet the goals. This will include documentation of ALL efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of NIT CONSTRUCTION CO., INC. we the undersigned have  
(Name of Construction Company)

read and fully agree to this Plan, and become party to the full implementation of the program and its provisions.

We appoint LAUREN WILLIAMS as our EEO Officer  
(Name of Appointee)

  
Signature of Appointing Officer

C.O.O.  
Title

7/29/14  
Date



Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 or fax: 860-757-5835)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 43-483928

- Checkboxes for Hartford Fire Insurance Company, Hartford Casualty Insurance Company, Hartford Accident and Indemnity Company, Hartford Underwriters Insurance Company, Twin City Fire Insurance Company, Hartford Insurance Company of Illinois, Hartford Insurance Company of the Midwest, Hartford Insurance Company of the Southeast.

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 [X], 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.



Handwritten signature of Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

Handwritten signature of M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Handwritten signature of Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 29, 2014
Signed and sealed at the City of Hartford.



Handwritten signature of Gary W. Stumper

Gary W. Stumper, Vice President

# STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: N#T CONSTRUCTION CO. INC. Date Organized: 1993

Address: 1376 LAUREL AVE. Date Incorporated 1993  
BEAUMONT, TX 77701

Number of Years in contracting business under present name 21:

### CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
<u>LIBERTY POLICE DEPARTMENT</u>	<u>\$ 2,200,000</u>	<u>8/14</u>
<u>CITY OF BEAUMONT PUBLIC HEALTH</u>	<u>\$ 6,600,000</u>	<u>7/15</u>
<u>CITY OF BEAUMONT FIRE STATION #11</u>	<u>\$ 2,800,000</u>	<u>6/15</u>

Type of work performed by your company: GENERAL CONTRACTING

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>WINNIE COMMUNITY HOSPITAL (GLO)</u>	<u>\$ 2,400,000</u>	<u>3/14</u>
<u>CITY OF BEAUMONT COMMUNICATIONS</u>	<u>\$ 1,800,000</u>	<u>2/13</u>
<u>SPINDLETOP MHMR</u>	<u>800,000</u>	<u>6/14</u>

Major equipment available for this contract: DOZER, TRACKHOE, BACKHOE

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

Credit available: \$ 250,000 Bank reference: AMIEE SLOTT, CHASE BANK, 409 898 5100

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

Executed this 29 day of JULY, 2014.

By: (signature) [Signature] Title: C.O.O.  
(print name) CHARLIE JABBIA



**VINCE JABBIA**  
Vice President/Project Manager

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**EXPERIENCE:**

2000 - Present  
**N & T Construction Co., Inc.**  
Beaumont, Texas

1985 - 2000  
**Centex Construction**  
Dallas, Texas

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**TRAINING:**

30 Hour OSHA Safety Training  
Primavera Project Planning Course  
Storm Water Management Training Course  
Leadership Course  
Construction Management Training  
Strategic Account Management Training

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**EDUCATION:**

Bachelor of Science, Construction Management  
Northeast Louisiana University, 1984

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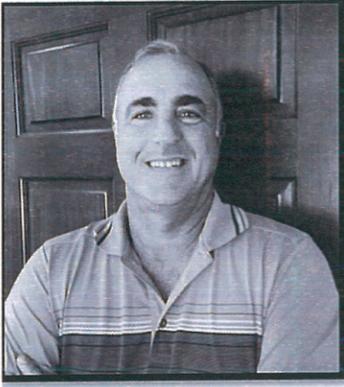
**CURRENT PROJECTS:**

East Chambers ISD FEMA Dome Winnie, Texas	\$3,400,000
Spindletop Orange Renovations Orange, Texas	\$569,000
City of Beaumont Public Health Department Beaumont, Texas	\$6,670,000

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**PAST PROJECTS:**

Detroit VA Medical Center Replacement Hospital Detroit, Michigan	\$234,100,000
Veterans Affairs Outpatient Clinic Los Angeles, California	\$48,100,000
United Spirit Arena at Texas Tech University Lubbock, Texas	\$43,500,000
Federal Correctional Institution Jesup, Georgia	\$41,100,000
Medical Center Renewal Project Little Rock, Arkansas	\$38,000,000
Port of Beaumont Army Building Beaumont, Texas	\$5,200,000
Anahuac ISD 2010 Bond Program Anahuac, Texas	\$10,000,000


**N&T CONSTRUCTION**

**CHARLIE JABBIA**  
Chief Operations Officer

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**EXPERIENCE:**

1991 – Present  
***N & T Construction Co., Inc.***  
Beaumont, Texas

1988-1991  
***Linbeck Construction***  
Houston, Texas

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**TRAINING:**

30 Hour OSHA Safety Training  
Primavera Project Planning Course  
Storm Water Management Training Course  
Construction Management Training

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**EDUCATION:**

Bachelor of Science, Construction Management  
Northeast Louisiana University, 1985

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**CURRENT PROJECTS:**

City of Liberty Police Station Liberty, Texas	\$2,240,245
City of Beaumont Fire Station #11 Beaumont, Texas	\$2,780,000

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**PAST PROJECTS:**

Lamar Institute of Technology Beaumont, Texas	\$1,400,000
St. Elizabeth Hospital Beaumont, Texas	\$10,000,000
West Orange Middle School Renovations Orange, Texas	\$2,500,000
Grove Middle School Renovations Groves, Texas	\$1,500,000
St. Jude Family Life Center Beaumont, Texas	\$2,400,000
Lamar Archer Physics Renovations Beaumont, Texas	\$1,700,000
Consolidated Dispatch Beaumont, Texas	\$2,400,000



**LAUREN WILLIAMS**  
Assistant Project Manager

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**EXPERIENCE:**

2011 - Present  
***N & T Construction Co., Inc.***  
Beaumont, Texas

2008-2011  
***Adolfson & Peterson Construction***  
Dallas, Texas

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**TRAINING:**

30 Hour OSHA Safety Training

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**EDUCATION:**

Bachelor of Science, Construction Management  
Texas A&M University, 2008

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**CURRENT PROJECTS:**

City of Liberty Police Station Liberty, Texas	\$2,240,245
City of Beaumont Fire Station #11 Beaumont, Texas	\$2,780,000
Spindletop A,C,F Renovation Beaumont, Texas	\$296,000

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**PROJECTS:**

Port Arthur Pavilion Renovation Port Arthur, Texas	\$483,000
Port Arthur Transit Service Building Port Arthur, Texas	\$875,000
Little Elm Public Safety Building Little Elm, Texas	\$10,000,000
Little Elm Rec & Senior Center Little Elm, Texas	\$4,000,000
Highland Park Multi-Purpose Building Dallas, Texas	\$2,000,000
Highland Park High School Renovations Dallas, Texas	\$1,000,000

## PROJECT TEAM

DWIGHT ANDERSON  
*SUPERINTENDENT*

More than 30 years of construction experience

**PROJECT ROLE:** As Superintendent for the project, Mr. Anderson will focus on field operations, quality assurance and coordination/supervision of subcontractors and trade forces. His responsibilities include planning, implementing and supervising all field work ; preparing project forecasts and field records; expediting materials delivery; implementing and supervising the safety program and code compliance; and coordinating regular job site meetings and inspections. He is responsible for completing the project on schedule, within budget, and to the highest quality and safety standards. Mr. Anderson has extensive experience in trade contractor coordination, conformance to plans and specifications, quality control and schedule compliance makes him the ideal superintendent for this project.

**CREDENTIALS:** Mr. Anderson has more than 30 years of experience in the construction industry with expanding responsibilities on projects of increasing in size and complexity. He has worked for several large general contractors on project types including healthcare, education, industrial and office.

**PARTIAL PROJECT ACHIEVEMENTS:**

- \* Groves Middle School Renovations  
Groves, Texas
- \* West Orange-Stark Middle School Renovations  
Orange, Texas
- \* Lamar Archer Physics Renovations  
Lamar University
- \* Lamar Geology Renovations  
Beaumont, Texas
- \* Consolidated Dispatch  
Beaumont, Texas

# CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

## CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

### INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

N&T CONSTRUCTION CO., INC.  
1376 LAUREL AVE.  
BEAUMONT, TX 77701

### CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes                       No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).
- The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes                       No

NAME AND TITLE OF SIGNER (Please type)

CHARLIE JABBIA, C.O.O.

7/29/14  
DATE

SIGNATURE



# SECTION 504 CERTIFICATION

## POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The N&T CONSTRUCTION Co. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) CHARLIE JABBIA FOR N&T CONSTRUCTION CO., INC.

(Address) 1376 LAUREL AVE.

BEAUMONT, TX 77701  
City State Zip

Telephone Number ( 409 ) 813 - 8592 Voice  
( ) \_\_\_\_\_ - \_\_\_\_\_ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS

County of JEFFERSON

CHARLE JABBIA, being first duly sworn, deposes and says that:

(1) He is C.O.O. of N&T CONSTRUCTION, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the JEFF. COUNTY (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) *Charle Jabbia*  
C.O.O.

Subscribed and sworn to me this 29 day of JULY 2014 Title



By: *Patricia Jabbia*  
Notary Public

My commission expires April 17, 2015

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ELAINE JABBIA, certify that I am the APPOINTED, Secretary of the Corporation named as Principal in the within bond; that Charlie Jabbia, who signed the said bond on behalf of the Principal was then C.O.O. of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: PRESIDENT

\* Power-of-attorney for person signing for Surety Company must be attached to bond.

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	

**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.

N/A

7.

N/A

7/29/14

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

# GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

*This information must be submitted with your bid.*

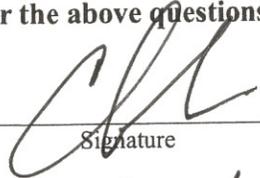
**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list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

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

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

**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.**

CHARLIE JABBIA  
Printed Name of Authorized Representative

  
Signature

C.O.O.  
Title

7/29/14  
Date

S U S A N

C O M B S

## TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

### Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760292289400
File/Vendor Number:	37694
Approval Date:	22-SEP-2011
Scheduled Expiration Date:	22-SEP-2015

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

## **N & T CONSTRUCTION CO., INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 28-FEB-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

# NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

*This information must be submitted with your bid.*

**Instructions for Prime Contractor/Consultant:** Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

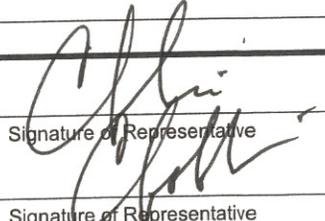
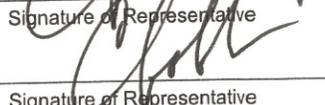
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Contractor Name: N & T CONSTRUCTION CO., INC. HUB:  Yes  No  
 Address: 1376 LAUREL AVE., BEAUMONT, TX 77701  
Street City State Zip  
 Phone (with area code): 409-813-8592 Fax (with area code): 409-813-8597  
 Project Title & No.: JEFFERSON COUNTY NEW HEALTH CLINIC, 14-018/KJS  
 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: \_\_\_\_\_

---

<u>CHARLIE JABBIA</u>		<u>7/29/14</u>
<small>Printed Name of Contractor Representative</small>	<small>Signature of Representative</small>	<small>Date</small>
<u>N &amp; T CONSTRUCTION CO., INC.</u>		<u>7/29/14</u>
<small>Printed Name of HUB</small>	<small>Signature of Representative</small>	<small>Date</small>

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

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

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

*This information must be submitted with your bid.*

Prime Contractor: N & T CONSTRUCTION Co., INC. HUB:  Yes  No

HUB Status (Gender & Ethnicity): WBE

Address: 1376 LAUREL AVE., BEAUMONT, TX 77701  
Street City State Zip

Phone (with area code): 409-813-8592 Fax (with area code): 409-813-8597

Project Title & No.: JEFFERSON COUNTY CLINIC NEW HEALTH IFB/RFP No.: 14-018 KJS

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_





**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): \_\_\_\_\_

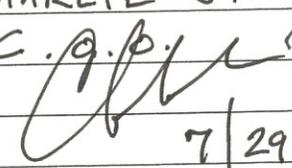
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

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): CHARLIE JABBIA

Title: C.O.O.

Signature: 

Date: 7/29/14

E-mail address: cjabbia@nandtconstruction.com

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

Name (print or type): CHARLIE JABBIA

Title: C.O.O.

Date: 7/29/14

E-mail address: cjabbia@nandtconstruction.com

## RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that N&T CONSTRUCTION [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0292289-4
Company Name submitting bid/proposal:	N&T CONSTRUCTION CO., INC.
Mailing address:	P.O. BOX 269, BEAUMONT, TX 77704
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**
700000-000/436380-00000	1376 LAUREL AVENUE.

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

### BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared Charlie Jabbia, who  
(Name)

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

"I, Charlie Jabbia am a duly authorized officer of/agent  
(Name)  
for N & T CONSTRUCTION CO., INC. and have been duly authorized to execute the  
(Name of firm)  
foregoing on behalf of the said N & T CONSTRUCTION CO., 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: N & T CONSTRUCTION CO., INC.  
1376 LAUREL AVE., BEAUMONT, TX 77701

Fax: 409-813-8597 Telephone# 409-813-8592

by: CHARLIE JABBIA Title: C.O.O.  
(Print name)

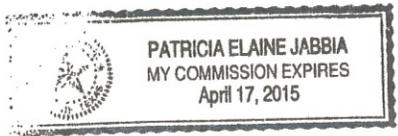
Signature: [Handwritten Signature]

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

this the 29 day of JULY, 2014.

ELAINE JABBIA Notary Public in and for the State of TEXAS

*Patricia Elaine Jabbia*



Grantee/Subrecipient.   
Include this document in all applicable bid packets.



**Texas General Land Office**  
Community Development Block Grant (CDBG)  
Disaster Recovery Program

**Contractor Certification of Efforts to Fully Comply  
with Employment and Training Provisions of Section 3**

Economic Opportunities for Low and Very Low-Income Persons

**THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:**

- Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern:
  1. That is 51% or more owned by Section 3 Resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.

- Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.

**EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS**  
(Check ALL that apply)

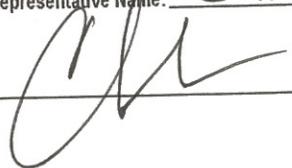
- By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
- By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
- By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
- By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
- By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
- By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding, financing, insurance, etc....
- Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
- By developing and using a list of eligible Section 3 Business Concerns.
- By actively supporting and undertaking joint ventures with Section 3 Businesses.

**EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS**

- By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
- By arranging interviews and conducting interviews on the job site.
- By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
- By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center

Contractor Name/Business Name: N & T CONSTRUCTION CO., INC.

Authorized Representative Name: CHARLIE JABBIA

Signature:  Date: 7/29/14

# CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor	Project Name & Number
N & T CONSTRUCTION CO., INC	JEFFERSON COUNTY NEW HEALTH CLINIC 14-018 / KJS

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name Charlie Jabbia, C.O.O.  
 Name & Title of Signer (Print or Type)

  
 Signature

7/29/14  
 Date

# CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned Charlie Jabbia of N&T CONSTRUCTION Co., INC. certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Signed:  Date: 7/29/14  
 Title: C.O.O.

**BID FORM**

Bid Description	Lump Sum Bid
The construction of a new Jefferson County Health Clinic / Adult Probation Office Building on 4 <sup>th</sup> Street, Port Arthur, Texas	\$ 2,150,000

**Acknowledgment of Addenda (if any):**

Addendum 1  Date Received 7-17-14

Addendum 2  Date Received 7-23-14

Addendum 3  Date Received 7-25-14

300 Calendar Days

**Contract execution Time: ~~300 Calendar Days~~ 270 Calendar Days**

# BIDDER CONTACT INFORMATION

**(IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA- Round I Disaster Project Now Funded by GLO)**

SeTEX Construction Corp.  
Company Name

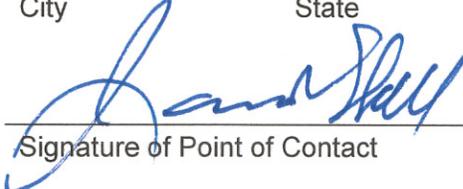
Point of contact for this offer:

PO Box 20678  
Address

James R. Shell  
Name (Printed)

Beaumont, TX 77707  
City State Zip

409-842-8181 / 409-842-2274  
Phone Fax

  
Signature of Point of Contact

setex@setexconstruction.com  
E-mail

President  
Title

**Bid bond return address:**

SeTEX Construction Corp.

PO Box 20678

Beaumont, TX 77720

### CONTRACTOR'S LOCAL OPPORTUNITY PLAN

*Completed by all contractors if Contract exceeds \$100,000.00*

SeTEX Construction Corp. agrees to implement the following specific  
(Name of Company)

affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Cities of Port Arthur & Beaumont.

- A. To ascertain from the Locality's program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Grantee/Locality the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert the Section 3 Contract Provisions clause in all subcontracts over \$100,000; to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment.
- E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- F. To insure that subcontracts (greater than \$10,000.00), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Employment Opportunity (EEO) Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions, and to update these projections based on the extent to which hiring meets these Local Opportunity Objectives.

L. To submit prior to final payment, Tables C and D to the GLO which includes all applicable hires and subcontractors utilized on this project.

M. For employment, 30 percent of all "new hires, at all levels, in conjunction with the project must be Section 3 Residents. As stated previously, the extension of employment opportunities to Section 3 Residents does not preclude the necessity for meeting the qualifications of the job

N. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for construction awarded through this grant, and at least 3 percent of the total dollar amount of all Section 3 covered contracts must be targeted to Section 3 business concerns

For D. and E. above, loans, grants, contracts, and subsidies for less than \$100,000.00 will be exempt.

For M. and N. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet the goals. This will include documentation of ALL efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of SeTEX Construction Corp. we the undersigned have  
*(Name of Construction Company)*

read and fully agree to this Plan, and become party to the full implementation of the program and its provisions.

We appoint Sherry Daniels as our EEO Officer  
*(Name of Appointee)*

  
*Signature of Appointing Officer*

President  
*Title*

7-29-14  
*Date*

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: SeTEX Construction Corp. Date Organized: June 7, 1990

Address: PO Box 20678, Beaumont, TX 77720 Date Incorporated June 7, 1990

Number of Years in contracting business under present name 24 years:

**CONTRACTS ON HAND:**

Contract	Amount \$	Completion Date
Fannett Veterinary Clinic	972,541	8-11-14
Lamar Cardinal Village Phase 1	215,000	8-12-14
Lamar Summer Turn Phase 2 Cleaning	145,000	8-19-14

Type of work performed by your company: General Contractors

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>See attached "Bidders Experience with Similar Projects"</u>		

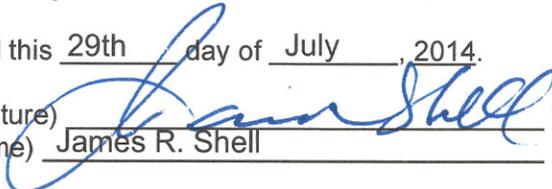
Major equipment available for this contract: All equipment is rented from local rental companies

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

Credit available: \$ As Needed Bank reference: Wells Fargo Bank & Post Oak Bank

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

Executed this 29th day of July, 2014.

By: (signature)  Title: President  
 (print name) James R. Shell

## *Bidder's Experience with Other Similar Projects*

- **LIBERTY COUNTY SHELTER/COMMUNITY CENTER DISASTER RECOVERY PROJECT**
- Owner: Liberty County
- New Liberty County Community Center / Shelter
- Project Size: 9,200 SF
- Final Contract Amount: \$2,051,000
- Original Days to Complete: 11 months
- Notice to Proceed: 10-1-12
- Date of Completion: 8-27-13
- Project Manager: Shawn Thurman
- Project Superintendent: Earl Merendino
- Architect: O'Connell Robertson: Randy Huggins 210-224-6032
- Grant Administrator (GLO) Public Management: 281-592-0439



*Completed Project*

## *Bidder's Experience with Other Similar Projects*

- **Dr. Martin Luther King Middle School Phase II Renovations**
- **1400 Ave. A – Beaumont, Texas**
- **Renovations to King Middle School**
- **GMP Amount: \$3,852,696**
- **Final Construction Cost: \$4,569,152**
- **Final Project size in gross square feet: 80,000 sqft of renovation area**
- **Original Days to Complete: 161 Days**
- **Original Notice To Proceed Date: February 9, 2009**
- **Substantial Completion Date: April 30, 2010**
- **Project Manager: Jim Shell / Richard Knox**
- **Project Superintendent: Jeff Gary**
- **References:**
  - ❖ **Owner: Beaumont ISD – George Luke – 409-617-5660**  
**King Middle School Principal: Michael Shelton – 409-617-5850**  
**3395 Harrison Ave., Beaumont, TX 77706**
  - ❖ **Program Manager: ECM – John Elamad – 850-837-7454**  
**4639 Gulf Starr Dr., Destin, FL 32541**



*Completed Project*

## *Bidder's Experience with Other Similar Projects*

- **Bingman Elementary School Head Start Renovations & Additions**
- **Beaumont ISD, Beaumont, Texas**
- **Contract Amount: \$5,500,000**
- **Project Size: 11,000 sf new construction and 35,000 sf renovations**
- **Original Days to Complete: 180 Days**
- **Original Notice to Proceed: 5-23-11**
- **Substantial Completion Date: 2-15-12**
- **Final Payment Date: To Be Determined**
- **Project Manager: Shawn Thurman**
- **Project Superintendent: Jeff Gary and Danny Woods**
- **References:**
  - ❖ **Owner: Beaumont ISD – Robert Zingelmann – 409-617-5017  
3395 Harrison, Beaumont, TX 77706**
  - ❖ **Engineer: Fittz & Shipman, Inc. – Bill Smith – 409-832-7238  
1405 Cornerstone Court, Beaumont, TX 77706**



*Completed Project*

## *Bidder's Experience with Other Similar Projects*

- **Welding Lab Renovations – CM@R**
- **Lamar Institute of Technology – Beaumont, Texas**
- Final Construction Cost: \$1,131,326 (Less Projected Savings of \$65,000)
- Final Project Size: 16,250 sf
- Renovation to the Welding Lab
- Original Notice to Proceed: 8-25-11
- Substantial Completion Date: 1-25-12
- Project Manager: Shawn Thurman
- Project Superintendent: George Snider / Earl Merendino
- MEP Subcontractors: JPL Electric, LLC; Plumbing Specialties; Associated Mechanical Services, Inc.
- References:
  - ❖ Owner: Lamar Institute of Technology – Jack Wiggins – 409-839-2073
  - ❖ Architect: The LaBiche Architectural Group, Inc. – Dohn LaBiche – 409-860-0197



*Completed Project*

## *Bidder's Experience with Other Similar Projects*

- **Parking Reconfiguration & Pedestrian Walkway – CM@R**
- **Lamar Institute of Technology, Beaumont, Texas**
- **GMP Amount: \$ 5,129,000**
- **Final Construction Cost: To Be Determined**
- **Total Change Orders: 2 Change Orders**
- **Final Project Size: 260,000 SF Paving, Walks & Plaza**
- **Original Days to Complete: 230 Days**
- **Actual Notice to Proceed date for Pre-Construction Services: November 16, 2010**
- **Original Notice to Proceed: April 7, 2011**
- **Substantial Completion Date: 12-21-11**
- **Final Payment Date: To Be Determined**
- **Project Manager: Shawn Thurman**
- **Project Superintendent: Earl Merendino / George Snider**
- **References:**
  - ❖ **Owner: Lamar Institute of Technology – Jack Wiggins – 409-839-2073**  
**Jonathan Wolfe – 409-880-7633**  
**855 E. Lavaca Street, Beaumont, TX 77705**
  - ❖ **Architect: The LaBiche Architectural Group – Dohn LaBiche – 409-860-0197**  
**7999 Gladys Ave, Ste 101, Beaumont, TX 77706**



*Completed Project*

# Bidder's Experience with Other Similar Projects

- **Music Building Renovations – CM@R**
- **Lamar University – 4400 MLK Jr. Parkway – Beaumont, Texas**
- **GMP Amount: \$5,682,000**
- **Final Construction Cost: \$5,672,000**
- **Final Project Size: 28,000 sqft**
- **Original Days to Complete: 365 Days**
- **Original Notice to Proceed: July 17, 2009**
- **Substantial Completion Date: December 1, 2010**
- **Project Manager: Richard Knox / Trey Daniel**
- **Project Superintendent: Mike Satcher, Danny Woods**
- **References:**
  - ❖ **Owner: Lamar University – Lynn Whorton (409) 880-8460**  
**Bob Bellow – 409-880-8471**  
**PO Box 10016, Beaumont, TX 77710**
  - ❖ **Architect: VLK Architects – Steve Aloway – 281-671-2313**

## Sound and spirit soar

Music Building renovation exceeds utility and embraces artistry

Living, rasputin flooring, brushed stainless architectural accents and geometric, "cloud" ceilings reminiscent of the shapes of the Sidney Opera House coalesce into a renovation that rebuilds the Mark Building from the floor up. Fitting new concepts, needs and desires of music faculty into an existing footprint demanded creativity from the architects. After 24 months of planning and design and 18 months of construction, the final future is a beautiful blend of form and function.

That's my reward—to hear the excitement in someone's voice who saw the 'before' and now sees the 'after.' It is a fine arts building, so we wanted to do something different there to enhance that sense.

—LYNN WHORTON, director, facilities planning design and construction

Removal walls are 4-1/2 inch thick. Most walls in the building are over 15 inches thick, with layers of gypsum board, sound insulation and air space. The majority of doors used in the building are lightweight, specialized doors for soundproofing.

Engineering the changes required to cover up the entire area the second floor to create an atrium with added glass presented a state of design challenge.

The floor of the second level had to be reinforced or subgrade, adding a structural steel grid system of girders. Floor-mounted vertical cables of the ceiling system were re-routed.

For the Fortwell Recital Hall flooring, designers chose steel and re-welded its floor, and suspended track cut to, as well as its mounting quality in controlling noise and test.

|| CARDINAL CADENCE || #10016

#10016 || CARDINAL CADENCE ||

Completed Project

## *Bidder's Experience with Other Similar Projects*

- **NEW LEARNING CENTER**
- **Owner: Lamar State College – Port Arthur, Texas**
- **New Learning Center for Lamar State College**
- **Date of Completion: 8-10-11**
- **Project Size: 7,500 SF**
- **Contract Amount: \$1,900,000**
- **Final Contract Amount: \$1,975,000**
- **Original Days to Complete: 365 Days to Complete**
- **Project Manager: Shawn Thurman**
- **Project Superintendent: Jeff Gary**
- **Architect: The LaBiche Architectural Group: Dohn LaBiche 409-860-0197**
- **MEP Engineer: Lechtenberg Consulting, Inc., 7999 Gladys Ave., Ste 101B, Beaumont, TX**
- **Structural & Civil Engineer: Fittz & Shipman, Inc., 1405 Cornerstone Court, Beaumont, TX**
- **Owner's Representative: Steve Arnold 409-984-6250**
- **References:**
  - The LaBiche Architectural Group – Dohn LaBiche (Architect)**  
**7999 Gladys Ave., Suite 101, Beaumont, TX 77706 – 409-860-0197**
  
  - Lamar State College Port Arthur – Steve Arnold (Physical Plant Director)**  
**PO Box 310, Port Arthur, TX 77641 – 409-984-6250**



*Completed Project*

## *Bidder's Experience with Other Similar Projects*

- **Cardinal Stadium & Higgins Fieldhouse Replacement – CM@R**
- **Lamar University – 4655 MLK Jr. Parkway – Beaumont, Texas**
- Renovations and Additions to Cardinal Stadium & Higgins Fieldhouse
- GMP Amount: \$19,900,000
- Final Construction Cost: \$23,356,150
- Final Project Size: Higgins Field House 54,000 sqft Cardinal Stadium 12,000 sqft
- Original Days to Complete: 420 days
- Original Notice to Proceed: Stage 1, June 24, 2009
- Substantial Completion Date: September 7, 2010
- Project Manager: Shawn Thurman
- Project Superintendents: Earl Merendino, Danny Woods, George Snider and Kenny Dolley
- References:
  - ❖ Owner: Lamar University – Lynn Whorton (409) 880-8460  
Mike Hogan (409) 880-8471  
PO Box 10016, Beaumont, TX 77710
  - ❖ Architect: Leo A Daly – Rick Butler – 713-821-2100



*Completed Project*

## *Bidder's Experience with Other Similar Projects*

- **WHEATLEY EARLY CHILDHOOD CENTER**
- **Owner:** Port Arthur Independent School District
- **New Wheatley Early Childhood Center for Port Arthur ISD**
- **Project Size:** 60,000 SF
- **Final Contract Amount:** \$6,700,000
- **Original Days to Complete:** 360 Days
- **Notice to Proceed:** 7-27-05
- **Date of Completion:** 2-7-07 (includes Hurricane Ike Evacuation Days)
- **Program Managers:** James Raithel – Motiva 409-989-7111 & Denise Taylor – Valero Port Arthur Refinery 409-985-1712
- **Project Manager:** Shawn Thurman
- **Project Superintendent:** Earl Merendino
- **Architect:** Moore, Stansbury & Vaught Architects: Jerry Thigpen 409-722-5220 (closed)
- **Owner's Representative:** Keith Morvant 409-989-6328  
Port Arthur ISD, PO Box 1388, Port Arthur, TX 77641
  
- **References:**
  - ❖ Port Arthur ISD – Keith Morvant  
PO Box 1388, Port Arthur, TX – 409-989-6328



*Completed Project*

## *Bidder's Experience with Other Similar Projects*

- **NEW FAMILY LIFE CENTER**
- **Owner:** First United Methodist Church, Orange, Texas
- **New Family Life Center for First United Methodist Church, Orange**
- **Date of Completion:** 6-3-08
- **Project Size:** 9,800 SF
- **Contract Amount:** \$ 3,019,000
- **Project Manager:** Jim Shell
- **Architect:** Hall Barnum Lucchesi Architects: Steve Lucchesi 713-621-7581
- **Owner's Representative:** Arlon Fields 409-883-9068  
First United Methodist Church  
502 6<sup>th</sup> Street, Orange, TX 77632
- **References:**
  - ❖ Hall Barnum Lucchesi Architects – Steve Lucchesi (Architect)  
3701 Kirby Dr., Ste 1166, Houston, TX 77098 – 713-621-7581



*Completed Project*

## *Bidder's Experience with Other Similar Projects*

### ➤ Lumberton Field House Renovations

#### ➤ Lumberton ISD

##### ➤ Renovation

➤ Final Construction Cost: \$1,253,843

➤ Final Project Size: 12,000 sqft

➤ Original Days to Complete: 186 days

➤ Original Notice to Proceed: 2-22-12

➤ Substantial Completion Date: 11-19-12

➤ Project Manager: Shawn Thurman

➤ Project Superintendents: Jeff Gary

##### ➤ References:

❖ Owner: Lumberton ISD – John Valastro 409-923-7580  
121 S. Main, Lumberton, TX 77657

❖ Architect: Cutright & Allen – Brad Cutright – 979-968-8888

### ➤ Carl Parker Building Renovations

#### ➤ Lamar University - Beaumont

##### ➤ Renovation

➤ Final Construction Cost: \$1,030,000

➤ Final Project Size: 9,398 sqft

➤ Original Days to Complete: 123 days

➤ Original Notice to Proceed: 7-24-12

➤ Substantial Completion Date: 12-17-12

➤ Project Manager: Trey Daniel

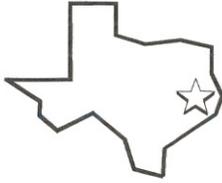
➤ Project Superintendents: Danny Woods

##### ➤ References:

❖ Owner: Lamar University – Bob Bellow – 409-880-8487  
4400 MLK Jr. Parkway, Beaumont, TX 77705

❖ Architect: VLK Architects, Inc. – Robert McDonough – 281-671-2300

*Completed Project*



# SeTEX CONSTRUCTION CORP.

Commercial  
Municipal

**James R. Shell**  
**P. O. Box 626**  
**China, Texas 77613**  
**409-866-9309**

Jim Shell is President and Owner of SeTEX Construction Corp. As Executive in Charge, Chief Estimator and Project Manager on a majority of our projects, Jim's vast knowledge of the construction industry allows him to understand and implement schedules for each project and constantly maintain such schedule. Under his tutelage he has built a team of top project managers and superintendents to lead all projects. With this team, schedules are kept on track, safety is priority one and acceptance of the Owner of the project is of the utmost importance.

Jim has served as President, Vice President and Secretary of AGC-Southeast Texas from 1991 to 2002 and from 2012 and 2013.

#### Beaumont Area:

June 2014 – Current	Lamar University Cardinal Village Summer Turn Phase II	\$ 145,000
May 2014 – Current	Lamar University Cardinal Village Summer Turn Phase I	\$ 215,000
Oct. 2013 – Current	Fannett Veterinary Clinic	\$ 972,541
Jan. 2013 – May 2014	Maxson Memorial Church of God in Christ	\$2,440,000
June 2013 – Oct. 2013	LIT Technical Training Ext. Improvements	\$ 410,400
May 2013 – Aug. 2013	Hamshire-Fannett ISD Kitchen Renovations	\$1,400,000
April 2013 – Current	Maxson Memorial Church of God In Christ	\$2,400,000
Nov. 2012 – Aug. 2013	Liberty County Shelter/Community Shelter	\$1,900,000
July 2012 – Dec. 2012	Technical Training & Educational Bldgs Renov – LIT	\$1,800,000
July 2012 – April 2013	Lamar University Carl Parker Bldg Renovations	\$1,015,898
Feb. 2012 – Nov. 2012	Lumberton ISD – Field House Remodel	\$1,200,000
May 2011 – Feb. 2012	Bingman Head Start School – Beaumont ISD	\$5,500,000
April 2011 – Jan. 2012	Lamar Institute of Technology Parking Reconfiguration And Welding Lab Renovations CM@R	\$5,100,000
Aug. 2009 – Jan. 2011	Cardinal Stadium & Higgins Fieldhouse Renov. Lamar University. CM@R	\$23,500,000
May 2008 – May 2009	St. Martin dePorres Family Life Center Our Mother of Mercy Church	\$1,300,000
May 2008 – May 2009	Southeast Texas Regional Airport	\$4,100,000
Dec. 2007 – Oct. 2008	Memorial Hermann Baptist Hospital	\$1,300,000
March 2007 – Feb. 2008	PetroTex Convenience Store & Fuel Center – Buna, TX	\$1,300,000
Jan. 2007 – Nov. 2007	US Postal Encoding Center	\$1,500,000
Nov. 2006 – Nov. 2007	Lamar University Communication/Academic Success Bldg.	\$3,900,000
Aug. 2005 – Jan. 2007	Port Arthur ISD Wheatley Early Childhood Center	\$6,700,000
May 2005 – Feb. 2006	Lamar State College Port Arthur Stilwell Plaza	\$ 347,000
March 2005 – Sept. 2005	United States Coast Guard/Gulf Copper Small Boats Bldg	\$ 459,000
Oct. 2004 – June 2005	Motiva Enterprises North Gatehouse	\$1,500,000
Aug. 2003 – Jan. 2005	Lamar Institute of Technology Additions & Renov. to Gentry Hall	\$6,300,000

Lumberton ISD Early Childhood Classroom Addn, Middle School Band Hall/Gym Addn	\$ 5,500,000
Lamar University –Beaumont Central Chilled Water System Improvements	\$ 1,200,000
First Bank & Trust – Groves, Texas – 6 Story Building	\$ 3,200,000
Malone & Hyde – Beaumont, Texas – Food Distributing Warehouse	\$ 4,000,000
Baptist Hospital – Beaumont, Texas – Major Additions/Renovations	\$ 7,500,000
Baten Arms – Beaumont, Texas – Senior Citizens Housing	\$ 3,200,000
John Gray Institute – Beaumont, Texas Multi Building Project (C.M. At-Risk)	\$ 5,000,000

#### Smaller Beaumont Area Projects Completed at:

▶ Lamar University (Beaumont/Orange / Port Arthur Campuses)	▶ Beaumont Housing Authority
▶ City of Port Arthur	▶ Hamshire-Fannett I.S.D.
▶ Orange County	▶ Port Arthur I.S.D.
▶ Tri-Con Exxpress Mart No. 15, 18, 19, 14, 4, 20 & 24	▶ Beaumont I.S.D.
▶ Jefferson County	▶ Nederland I.S.D.
▶ Memorial Hermann Baptist Hospital	▶ Beaumont Neurological Hospital
▶ US Postal Encoding Center	▶ City of Beaumont
▶ City of China	

#### Houston Area:

One Northwind Plaza – Houston, Texas – 8 story bldg & 4 level garage	\$ 9,500,000
Two Allen Center – Houston, Texas – 38 story concrete building	\$38,000,000
Three Allen Center – Houston, Texas 50 story office building (C.M. At-Risk)	\$65,000,000
Summit Plaza North – Houston, Texas Twin 15 story office buildings (C.M. At-Risk)	\$35,000,000
Various Pedestrian Bridges connecting to Buildings – Houston, Texas	\$ 3,300,000
II & III Allen Center – Houston, Texas – Tenant Improvements	\$ 4,000,000
Greenspoint Shopping Mall – Houston, Texas – Mall Renovations	\$ 4,500,000
Airline Diagnostic Clinic – Houston – New Doctors Clinic	\$ 2,000,000
Gulfgate & Northline Malls – Houston, Texas – Mall Renovations	\$ 3,000,000

#### Out of State Projects:

Calcasieu Marine National bank – Lake Charles, LA – 21 story bank and office building & 5 level parking (C.M. At-Risk)	\$41,000,000
Galleria Mall – Metairie, LA – 13 story office building on top of 6 story garage and 2 story mall (C.M. At-Risk)	\$38,000,000
Yorktown Center – Lombard, IL – 2 level Mall renovations	\$ 3,500,000
Delray Beach Mall – Delray Beach, FL New Mall additions/renov. (C.M. At-Risk)	\$10,500,000
Meadow Glen Mall – Boston, MA – Mall renovations	\$ 2,500,000
Broadway National Bank – Revere, MA – Bank remodel	\$ 2,500,000
Zayre's Store – S. Burlington, VT – New Mall additions/renovations	\$ 2,000,000
University Mall – S. Burlington, VT – New Mall additions/renovations (C.M. At-Risk)	\$ 8,000,000

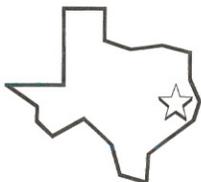
#### Education and Training

Graduate of French High School – Beaumont, Texas

Attended College of the Mainland – Texas City, Texas

Successfully completed various seminars, workshops and training programs over the years.

Past President of Associated General Contractors, Jefferson County Chapter (3 years).



**SeTEX**  
**CONSTRUCTION**  
**CORP.**

Commercial  
Municipal

**RESUME'**

**Jeff Gary**

285 Brookhollow Drive

Vidor, Texas 77662

(409) 786-3070 (409) 656-7615 Cell

Jeff Gary has been with SeTEX Construction since June 2004 as Project Superintendent. He is skilled in all areas of construction including scheduling and coordinating, and carpentry. Jeff has the ability to step into a project and produce a project that any Owner would be proud of.

**Projects Current and Completed**

Maxson Memorial Church of God in Christ, Beaumont, TX	2,440,000
Athletic Field House Renovations – Lumberton ISD, Lumberton, TX	1,220,000
New Learning Center – Lamar State College – Port Arthur, TX	1,975,000
Dr. Martin Luther King Jr. Middle School Phase I – Beaumont, TX	1,520,000
Dr. Martin Luther King Jr. Middle School Phase II – Beaumont, TX	3,852,000
Port Arthur Health Department – Port Arthur, TX	225,000
First United Methodist Church – Orange, TX	2,934,000
Colgan Landscape Improvements – Beaumont, TX	560,421
Stilwell Plaza – Lamar State College – Port Arthur, TX	337,775
North Gatehouse for Motiva Enterprises – Port Arthur, TX	1,555,000
Career Technology Center & Fitness Center	4,883,000
Hamshire-Fannett High School – HF-ISD	

1989 to May 2004 – **Miner-Dederick Constructors, Inc.**

*Construction Superintendent, Assistant Superintendent, Craftsman (commercial).*

1989 to 1989 – **Daniels Resource Management**

*Carpenter and Carpenter Foreman*

1988 – **Echo Construction, Inc.**

*Superintendent and Craftsman*

1984-1988 – **Carpenters Union #502**

*Carpenter and Carpenter Foreman*

1975-1984 – **Texaco, Inc.**

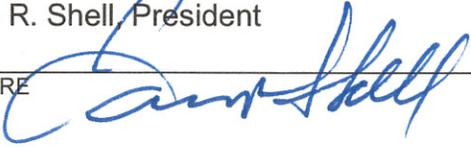
*Dockman/Pumper/Water Controller*

**Education**

National Technical Schools (Extension Division)

HVAC and Refrigeration (1983-1985)

## CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
<b>CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS</b>	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code) SeTEX Construction Corp. PO Box 20678 Beaumont, TX 77720	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:	
<input checked="" type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).	
<input checked="" type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.	
<input checked="" type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
<input checked="" type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type) James R. Shell, President	
SIGNATURE 	DATE 7-29-14

## SECTION 504 CERTIFICATION

### POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The SeTEX Construction Corp. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) SeTEX Construction Corp.

(Address) PO Box 20678

Beaumont, TX 77720

City                      State                      Zip

Telephone Number (409 ) 842 - 8181 Voice  
(       ) \_\_\_\_\_ - \_\_\_\_\_ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS

County of JEFFERSON

James R. Shell, being first duly sworn, deposes and says that:

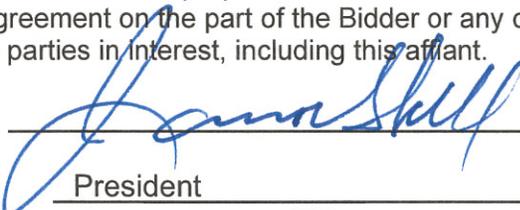
(1) He is President of SeTEX Construction Corp. the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jefferson County(Local Public Agency) or any person interested in the proposed Contract; and

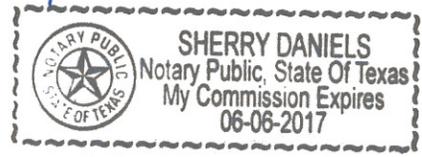
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)   
President Title

Subscribed and sworn to me this 29th day of July, 2014 .

By:   
Notary Public

My commission expires 6-6-2017



# CERTIFICATE AS TO CORPORATE PRINCIPAL

I, James R. Shell certify that I am the President & \_\_\_\_\_, Secretary of the Corporation named as Principal in the within bond; that James R. Shell who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.



Corporate  
Seal

Title: President

\* Power-of-attorney for person signing for Surety Company must be attached to bond.

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; color: red;">N/A</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center; margin-top: 20px;">N/A</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center; margin-top: 20px;">N/A</p>	

**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:

**SeTEX Construction Corp. does not have a business relationship with Jefferson County.**

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

**Same as 5D above**

7.



James R. Shell, President

7-29-14

Signature of person doing business with the governmental entity

Date

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

*This information must be submitted with your bid.*

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

**Did the Prime Contractor/Consultant . . .**

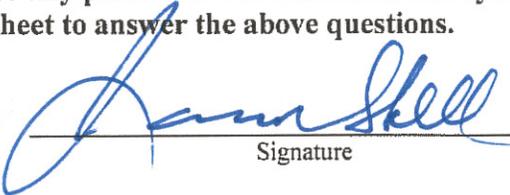
- Yes     No    1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes     No    2. **Notify** in writing a reasonable number of HUBs, allowing sufficient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

**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.**

James R. Shell  


---

 Printed Name of Authorized Representative


---

 Signature

President  


---

 Title

7-29-14  


---

 Date

## NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

*This information must be submitted with your bid.*

**Instructions for Prime Contractor/Consultant:** Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: SeTEX Construction Corp. HUB:  Yes  No

Address: 1660 S. 23rd Street, Beaumont, TX 77707  
Street City State Zip

Phone (with area code): 409-842-8181 Fax (with area code): 409-842-2274

Project Title & No.: Jefferson County New Health Clinic (TDRA-Round I Disaster Project Now Founded by GLO) 14-018/KJS

Prime Contract Amount: \$ 2,150,000

HUB Subcontractor Name: To be determined

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

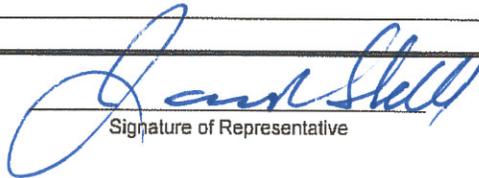
Address: \_\_\_\_\_  
Street City State Zip

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

James R. Shell  
 Printed Name of Contractor Representative



7-29-14  
 Date

Printed Name of HUB

Signature of Representative

Date

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

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

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

*This information must be submitted with your bid.*

Prime Contractor: SeTEX Construction Corp. HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: 1660 S. 23rd Street, Beaumont, TX 77707  
Street City State Zip

Phone (with area code): 409-842-8181 Fax (with area code): 409-842-2274

Project Title & No.: Jefferson County New Health Clinic (TDRA-Round I  
Disaster Project Now Funded by GLO) IFB/RFP No.: 14-018/KJS

Total Contract: \$ 2,150,000 Total HUB Subcontract(s): \$ 275,923

Construction HUB Goals: 12.8% MBE: 12.83 % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: To be determined

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_







## 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 SeTEX Construction Corp. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0309789
Company Name submitting bid/proposal:	SeTEX Construction Corp.
Mailing address:	PO Box 20678, 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**
197876	1660 S. 23rd Street, Beaumont
124902	1660 23RD ST

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

# BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared James R. Shell, who  
(Name)

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

“I, James R. Shell am a duly authorized officer of/agent  
(Name)  
for SeTEX Construction Corp. and have been duly authorized to execute the  
(Name of firm)  
foregoing on behalf of the said SeTEX Construction 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: SeTEX Construction Corp.

PO Box 20678, Beaumont, TX 77720

Fax: 409-842-2274 Telephone# 409-842-8181

by: James R. Shell Title: President

(Print name)  
Signature: *James R. Shell*

SUBSCRIBED AND SWORN to before me by the above-named  
James R. Shell on

this the 29th day of July, 2014.

*Sherry Daniels* Notary Public in and for the State of Texas





**Texas General Land Office**                      **EXHIBIT F**  
**Community Development Block Grant (CDBG)**  
**Disaster Recovery Program**

**Code of Federal Regulations**  
**Title 24- Housing and Urban Development**

Volume: 1

Date: 2003-04-01

Original Date: 2003-04-01

Title: Section 135.38- Section 3 Clause

Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

---

§ 135.38      Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A.** The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F.** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Grantee/Subrecipient   
 Include this document in all applicable bid packets.



**Texas General Land Office**  
 Community Development Block Grant (CDBG)  
 Disaster Recovery Program

**Contractor Certification of Efforts to Fully Comply  
 with Employment and Training Provisions of Section 3**

Economic Opportunities for Low and Very Low-Income Persons

**THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:**

<input type="checkbox"/> Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: <ol style="list-style-type: none"> <li>1. That is 51% or more owned by Section 3 Resident(s); or</li> <li>2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or</li> <li>3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein</li> </ol>
<input type="checkbox"/> Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken
<b>EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS</b> (Check ALL that apply)
<input checked="" type="checkbox"/> By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work
<input type="checkbox"/> By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority
<input checked="" type="checkbox"/> By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
<input checked="" type="checkbox"/> By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities
<input type="checkbox"/> By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
<input type="checkbox"/> By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
<input type="checkbox"/> By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding, financing, insurance, etc
<input type="checkbox"/> Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses
<input checked="" type="checkbox"/> By developing and using a list of eligible Section 3 Business Concerns
<input type="checkbox"/> By actively supporting and undertaking joint ventures with Section 3 Businesses.
<b>EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS</b>
<input type="checkbox"/> By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
<input type="checkbox"/> By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
<input type="checkbox"/> By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents
<input type="checkbox"/> By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
<input type="checkbox"/> By arranging interviews and conducting interviews on the job site
<input type="checkbox"/> By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities
<input checked="" type="checkbox"/> By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center

Contractor Name/Business Name: SeTEX Construction Corp.

Authorized Representative Name: James R. Shell

Signature: Date: 7-29-14

# CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

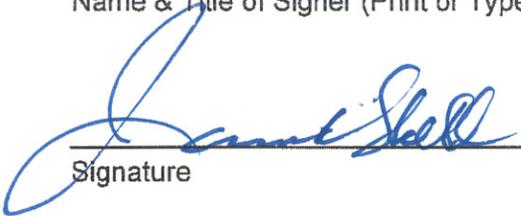
SeTEX Construction Corp.  
Name of Prime Contractor

Jefferson County New Health Clinic  
Project Name & Number  
(TDRA-Round 1 Disaster Project Now Funded  
by GLO) 14-018/KJS

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name James R. Shell, President  
Name & Title of Signer (Print or Type)

  
Signature

7-29-14  
Date

## CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned James R. Shell of SeTEX Construction Corp. certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more that \$100,000 for each such failure.

Signed:  Date: 7-29-14  
 Title: President

## DISCLOSURE OF LOBBYING ACTIVITIES

APPROVED BY OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b>		<b>2. Status of Federal Action:</b>		<b>3. Report Type:</b>	
a. contract N/A		a. bid/offer/application N/A		a. initial filing b. material change N/A <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance N/A		b. initial award c. post-award N/A			
<b>4. Name and Address of Reporting Entity:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>		
Prime _____ Sub-awardee _____ Tier _____ if known: _____					
N/A					
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>		
N/A			N/A CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>		
N/A			\$ N/A		
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>		
N/A			(attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>11. Amount of Payment (check all that apply):</b>			<b>13. Type of Payment (check all that apply):</b>		
\$ _____ actual _____ planned _____			E a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ Of. other: _____		
<b>12. Form of Payment (check all that apply):</b>			N/A		
a. cash _____ b. in-kind: specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>					
(attach Continuation Sheet(s) SF-LLLA, if necessary)					
<b>15. Continuation Sheet(s) SF-LLLA attached:</b>			Yes _____ No _____		
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____		
			Print Name: James R. Shell		
			Title: President		
			Telephone No.: 409-842-8181		
			Date: 7-29-14		
<b>Federal Use Only:</b>			Authorized for Local Reproduction		

SeTEX Construction Corp. does not conduct in any lobbying activities



# 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

August 4, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-033/JW, Re-bid 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:** Re-bid Term Contract for Road Building Materials  
for Jefferson County  
**BID NO:** IFB 14-033/JW  
**DUE DATE/TIME:** 11:00 AM CST, Tuesday, August 26, 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 – August 6<sup>th</sup> and August 13<sup>th</sup>, 2014

**IFB 14-033/JW**  
**Re-bid Term Contract for Road Building Materials**  
**for Jefferson County**  
**Bids due: 11:00 AM CST, Tuesday, August 26, 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](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 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

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Purchase Orders and Payment

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

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

**3.3 Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after 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

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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

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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 14-033/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: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

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.

<b>Natural Limestone Rock Asphalt Aggregate for Surface Treatment</b>	Item 302 Type PB Gr 3	2,500 tons
	Item 302 Type PB Gr 4	32,200 tons
	Item 302 Type PB Gr 4S	2,800 tons
<b>Pre-coated Rock Asphalt Aggregates for Surface Treatment</b>	Item 302 Type PB Gr 4	5,777.14 tons
<b>Item 247, Flexible Base</b> (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
<b>Hot Mix Cold Laid Asphaltic Concrete Pavement</b>	Item 334 Type "D"	390.72 tons
<b>Hot Mix Asphaltic Concrete Pavement</b>	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 ton 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, 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.

<b>Tests on SCM I:</b>	
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.	

	<b>Minimum</b>	<b>Maximum</b>
Off at 225C	0	0
Off at 260C	0	0.5
Off at 315C	20	60
Residue at 360C, Volume %	76	

<b>Tests on Distillation Residue:</b>	
Penetration at 25C, 150g, 5 sec. <sup>1</sup>	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.

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.

<sup>1</sup> 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.

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 <sup>2</sup>	

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 % <sup>3</sup>	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 soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

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

<sup>3</sup> Recommended asphalt content range.

**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.

# 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

For clarification of this offer, contact:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
City                      State                      Zip

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

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

## Acceptance of Offer

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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. 14-033/JW, Re-bid 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:**

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Jeff R. Branick  
County Judge

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Date

**ATTEST:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

### 1A. Rock Asphalt – Truck Delivery

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

### 1B. Rock Asphalt – Truck Delivery

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
<b>A.</b>	<b>Natural Limestone Rock Asphalt Aggregates for Surface Treatments</b>				
1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
<b>B.</b>	<b>Precoated Rock Asphalt Aggregates for Surface Treatments</b>				
1.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

## Bid Form (Continued)

### 1C. Rock Asphalt – Railroad Delivery

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

### 1D. Rock Asphalt – Railroad Delivery

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
<b>A.</b>	<b>Natural Limestone Rock Asphalt Aggregates for Surface Treatments</b>				
1.	Item 302 Type PB Gr 3	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
2.	Item 302 Type PB Gr 4	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
3.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
<b>B.</b>	<b>Precoated Rock Asphalt Aggregates for Surface Treatments</b>				
1.	Item 302 Type PB Gr 4S	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

## Bid Form (Continued)

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

<b>A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.</b>		
	<b>Price per Ton, Tandem Dump</b>	<b>Price per Ton, Trailer</b>
<b>Flexible Base – Price Per Ton Delivered from Vendor’s Hopper to Job Site – Bidder shall supply material from location closest to the County project site.</b>		
1. 1 – 10 Miles	\$ _____ per ton	\$ _____ per ton
2. 11 – 20 Miles	\$ _____ per ton	\$ _____ per ton
3. 21 – 30 Miles	\$ _____ per ton	\$ _____ per ton
4. 31+ Miles	\$ _____ per ton	\$ _____ per ton
<b>B. Hopper Pick-Up</b>		
<b>Location</b>	<b>Address</b>	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
<b>Hours of Hopper Operation:</b>		

## Bid Form (Continued)

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

<b>A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.</b>		
	<b>Price per Ton, Tandem Dump</b>	<b>Price per Ton, Trailer</b>
<b>Patching Material – Price Per Ton Delivered from Vendor’s Hopper to Job Site. Bidder shall supply material from location closest to the County project site.</b>		
1. 1 – 10 Miles	\$ _____ per ton	\$ _____ per ton
2. 11 – 20 Miles	\$ _____ per ton	\$ _____ per ton
3. 21 – 30 Miles	\$ _____ per ton	\$ _____ per ton
4. 31+ Miles	\$ _____ per ton	\$ _____ per ton
<b>B. Hopper Pick-Up</b>		
<b>Location</b>	<b>Address</b>	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
<b>Hours of Hopper Operation:</b>		

## Bid Form (Continued)

### 4A. Cement Stabilized Base – Truck Delivery

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
A-1.	Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A-2.	Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
		China Rd.	Viterbo Rd.	Boyt Rd.
B-1.	Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

Description		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
B-2.	Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

## Bid Form (Continued)

### 4A. Cement Stabilized Base – Truck Delivery (Continued)

**Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
<b>C-1.</b>	<b>Item 401, Flowable Backfill (1 ½ sack/ton)</b>	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
<b>C-2.</b>	<b>Item 401, Flowable Backfill (1 ½ sack/ton)</b>	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed**

Description		China Rd.	Viterbo Rd.	Boyt Rd.
<b>D-1.</b>	<b>Item 401, Flowable Backfill (2 sack/ton)</b>	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed**

Description		Rosedale	LaBelle	Hamshire	Hebert
<b>D-2.</b>	<b>Item 401, Flowable Backfill (2 sack/ton)</b>	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

## Bid Form (Continued)

### 4A. Cement Stabilized Base – Truck Delivery (Continued)

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed		
Description		China Rd.	Viterbo Rd.	Boyt Rd.
E-1.	Item 401, Flowable Backfill (3 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

		Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
Description		Rosedale	LaBelle	Hamshire	Hebert
E-2.	Item 401, Flowable Backfill (3 sack/ton)	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

## Bid Form (Continued)

### 4B. Cement Stabilized Base – Hopper Pick Up

<b>A. Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton)</b>		
<b>Location</b>	<b>Address</b>	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
<b>B. Item 276, Plant Mix, Class M, Crushed Stone (2 sack/ton)</b>		
<b>Location</b>	<b>Address</b>	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
<b>C. Item 401, Flowable Backfill (1 ½ sack/ton)</b>		
<b>Location</b>	<b>Address</b>	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
<b>D. Item 401, Flowable Backfill (2 sack/ton)</b>		
<b>Location</b>	<b>Location</b>	
1. Beaumont	1. Beaumont	
2. Port Neches	2. Port Neches	
3. Port Arthur	3. Port Arthur	
4. Other	4. Other	
5. Other	5. Other	

## Bid Form (Continued)

### 4B. Cement Stabilized Base – Hopper Pick Up (Continued)

<b>E. Item 401, Flowable Backfill (3 sack/ton)</b>		
<b>Location</b>		<b>Location</b>
1. Beaumont		1. Beaumont
2. Port Neches		2. Port Neches
3. Port Arthur		3. Port Arthur
4. Other		4. Other
5. Other		5. Other

### 5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

<b>A. Item 340 TY D</b>		
<b>Location</b>	<b>Address</b>	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
<b>Hours of Hopper Operation:</b>		
<b>B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.</b>		
<b>Location</b>	<b>Address</b>	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Beaumont		\$ _____ per ton
2. Port Neches		\$ _____ per ton
3. Port Arthur		\$ _____ per ton
4. Other		\$ _____ per ton
5. Other		\$ _____ per ton
<b>Hours of Hopper Operation:</b>		

## Bid Form (Continued)

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

<b>A. Item 334, Type D</b>		
<b>Location</b>	<b>Address</b>	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Beaumont		\$_____ per ton
2. Port Neches		\$_____ per ton
3. Port Arthur		\$_____ per ton
4. Other		\$_____ per ton
5. Other		\$_____ per ton
<b>Hours of Hopper Operation:</b>		

### 7. Concrete Structures – Truck Delivery

<b>A. Delivered to Job Site, Jefferson County</b>	
	<b>Price Per Ton F.O.B. Truck Shipping Point</b>
1. Item 421 Class A	\$_____ per ton
2. Item 421 Class B	\$_____ per ton
3. Item 421 Class S	\$_____ per ton

**Note to Bidders: Please be sure to include Full Location Addresses and Hours of Operation for Hopper Pick Up line items.**

**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

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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

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**  
Page 2

**For vendor or other person doing business with local government entity**

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

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

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship:

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

7.

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date

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

## Good Faith Effort (GFE) Determination Checklist

---

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

- 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 SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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



# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

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 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**

**August 4, 2014**

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-034/KJS, Term Contract for Lease of Hangar #7 at Jack Brooks Regional Airport. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Lease of Hangar #7 at Jack Brooks  
Regional Airport  
**BID NO:** IFB 14-034/KJS  
**DUE DATE/TIME:** 11:00 AM, August 26, 2014  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Stewart, MBA, Assistant Purchasing Agent at telephone 409-835-8593 or e-mail [ksmith@co.jefferson.tx.us](mailto:ksmith@co.jefferson.tx.us).

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 –August 6th and 13th, 2014

**IFB 14-034/KJS**  
**TERM CONTRACT FOR LEASE OF HANGAR #7 AT**  
**JACK BROOKS REGIONAL AIRPORT**  
**BIDS DUE: 11:00 AM, AUGUST 26, 2014**

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED AS “X” ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE ([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm) - ) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.**

# INSTRUCTIONS TO BIDDERS

## 1. Bid Submission

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

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

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

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

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

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

## 2. 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.

## 3. 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.

## 4. 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.

## 5. Award

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

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

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

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. 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.

**11. 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.

**12. Delivery**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.**

**13. 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.

**14. Currency**

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

**15. 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.

**16. Notice to Proceed/Purchase Order**

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

**17. 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.

**18. Definitions**

“County” – Jefferson County, Texas.

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

**19. 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 distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

## **1.16 General Bid Bond/Surety Requirements**

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

## **1.17 General Insurance Requirements**

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

## **1.18 Responsiveness**

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

price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

### **1.19 Responsible Standing of Bidder**

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

### **1.20 Proprietary Data**

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

### **1.21 Public Bid Opening**

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

## **2. Performance**

### **2.1 Design, Strength, and Quality**

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

### **2.2 Age and Manufacture**

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

### **2.3 Delivery Location**

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

### **2.4 Delivery Schedule**

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

### **2.5 Delivery Charges**

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

### **2.6 Installation Charges**

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

### **2.7 Operating Instructions and Training**

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

## **2.8 Storage**

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

## **2.9 Compliance with Federal, State, County, and Local Laws**

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

## **2.10 OSHA**

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

## **2.11 Patents and Copyrights**

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

## **2.12 Samples, Demonstrations and Testing**

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

## **2.13 Acceptability**

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

## **2.14 Maintenance**

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

## **2.15 Material Safety Data Sheets**

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

## 2.16 Evaluation

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

## 3. Purchase Orders and Payment

### 3.1 Purchase Orders

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

### 3.2 Invoices

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

### 3.3 Prompt Payment

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after 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 continue with an option for up to a four (4) year period.**

### 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 considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. 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 become 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.

**4.12 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 should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number, Bid Name**, and marked "SEALED BID". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

## 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).

### **Original invoices shall be mailed to:**

Jefferson County Auditor's Office  
1149 Pearl St., 7<sup>th</sup> Floor  
Beaumont, TX 77701

Faxed, e-mailed, or copies of invoices shall not be accepted.

## 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 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	\$300,000.00
Property Damage	\$300,000.00
Bodily Injury	\$300,000.00
Excess Liability	\$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

## 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, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 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.
- 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 Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, (e-mail: ksmith@co.jefferson.tx.us), Phone: 409-835-8593, regarding any questions or comments. Please reference bid number IFB 14-034/KJS.

### Scope

Jefferson County is seeking sealed bids from interested parties for the leasing of Hangar #7 at Jack Brooks Regional Airport. The Commercial Lease of the hangar shall be for the storage of aircraft or other use directly related to aviation.

Jefferson County is the exclusive provider and seller of aviation fuel at the airport; therefore, no fuel concession or right to sell fuel is offered as part of this lease. The hangar is available for occupancy October 2014.

### Hangar Description

Overall Hangar Dimensions: 300' x 90' (27,000 square feet)

Wall height: 20 feet

Bi-Fold Doors: 70' Wide, 20' Tall, 16' Clearance Upon Opening

Individual Hangar Units: 75' Wide, 90' Deep (6,750 square feet)

Two hangar units come with 20' x 16' Overhead Doors (accessible from landside parking).

### Office Description

Overall Office Dimensions: 180' x 25' (4,500 square feet)

4 Separate Electrical and Water & Sewer Supply

4 Separate HVAC Units

Two bathrooms available from Hangar Area

Storage Rooms Available from both Hangar Area and Office Area.

### General Terms

The minimum lease price accepted will be \$2.80 per square foot per year for Hangar Space and \$14.00 per square foot per year for Office Space.

Bidders are advised that the minimum square foot proposed will be for 6,750 square feet (1/4 of the total hangar space). Bidders are not required to bid on office space.

Bidders are advised Hangar areas 1 & 4 include 20' wide by 16' tall overhead doors and Hangar 4 area has an attached covered car wash / parking area. Bidders should keep in mind the additional amenities on Hangar 4 and should be included in the proposal.

Successful bidders will be charged a \$100 monthly fee for access to restroom facilities. Restrooms are accessible from Hangar area.

The attached Exhibit A depicts the hangar and office space in detail, however it is not to scale. Bidders are advised Jefferson County prefers not to entertain proposals where the Airport would be required to make alterations to the facility. Office and hangar areas are in "as is" condition. If bidder proposes to make alterations as part of the proposal, bidder should not assume County will bear those costs.

Bidders are advised Jefferson County prefers to see lease terms of at least five (5) years, however no term will be for a period exceeding fifteen (15) years.

Lessor shall be responsible for all exterior maintenance of hangar doors, walls, roofs, pavement, and grounds.

Lessee shall, throughout the lease term, maintain the interior space.

All utilities and deposits shall be the responsibility of the Lessee. The Lessee shall furnish, at its sole cost and expense, utilities as required to the leased space.

Bidders are advised the following offices A&B, C&D, E&F, G&H are individually serviced by separate electrical feeds. Ex) Electrical meter #1 supplies A & B only; Electrical meter #2 supplies B&C only, etc).

Lessee may not install or operate its own fueling facility for any purpose. Lessee shall not sell fuel to the public or operate a fueling operated as a fixed base operator in competition with the Lessor or any other fixed base operator which may be subsequently approved by the Lessor.

Lessee shall be responsible for any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against the Lessor or Lessee, and Lessee will hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

Lessee shall provide sufficient financial information for Jefferson County to determine his ability to fulfill the financial obligations arising from the lease.

### **Inspection**

Bidders are expected to inspect the sites and form their own conclusions as to suitability for their purpose. The failure to make an inspection will not constitute grounds for any claim for adjustment of the bid once the bids have been opened. Parties may inspect the hangar by contacting the Airport Manager at 409-719-4900.

### **Rent**

All rent(s) are due at the first of each month, per terms in executed lease.

### **Lessee Liability Insurance**

Responsibility for Damage Claims: the Lessee 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 activity conducted under this Contract, either by the Lessee, or any sub-lessee or their employees, agents or representatives.

Lessee shall carry general liability insurance with coverage in the amount of \$100,000 Property Damage each occurrence and \$500,000 Bodily Injury each occurrence.

Certificates of Insurance shall be furnished to Jefferson County, listing Jefferson County as an additional insured party, with the submission of the signed contract.

### **Terms of Contract**

The term of the lease shall be as negotiated based on received proposals with an option to renew; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's own use.

### **Termination of Contract**

The County reserves the right to terminate the lease if, in its opinion, there is a failure on the part of the Lessee to comply with any terms of the lease.

### **Basis for Proposals**

Proposals must be submitted for the leasing of County owned Property for five (5) to ten (10) year period, with additional option to renew.

Bids must include the type of activity and or business the bidder plans to operate out of the hangar.

### **Basis for Award**

Lessee should provide sufficient financial information for Jefferson County to determine Lessee's ability to fulfill the financial obligations arising from the lease.

Contract award will be made on the basis of highest and best, responsive, responsible bid price for leasing the site after having met or exceeded the minimum lease price of \$2.80 per square foot for hangar space and \$14.00 per square foot for office space, and any other information submitted, including, but not limited to business activity.

Bidders can submit multiple bids tabs, (I would hate for them to supply all the paperwork necessary to validate a bid multiple times. Wouldn't it be easier to just include multiple bid tabs within one full bid package) in order of preference. Ex) If a bidder bids on Hangar 1 and Offices A & B, and is not the highest and best bid on those specific spaces, then the next bid submitted by bidder on separate Hangar and or Office space ie) Hangar 2 and Offices C & D could potentially be the successful bid.

Bidders are advised that a minimum of parking lot area is to be included with the facility and that the bulk of the parking lot will potentially be used for airport purposes. Until such time where the parking lot is used by the airport, sufficient notice will be sent to Hangar 7 tenants.

If a bidder wishes to bid on the entire facility, bidder must include all 27,000 sqft of Hangar space and 4,500 sqft of Office Space in the bid. Bidders choosing to bid on the entire facility will then have to meet or exceed a minimum lease rate of \$2.60 per square foot for hangar space and \$12.00 per square foot for office space.

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT IFB 14-034/KJS TERM CONTRACT FOR LEASE OF HANGAR #7 AT JACK BROOKS REGIONAL AIRPORT

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:**

_____			For clarification of this offer, contact:	
Company Name			_____	
_____			Name	
Address			_____	
_____	_____	_____	_____	_____
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____				
Printed Name				
_____				
Title				

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# ACCEPTANCE OF OFFER

## IFB 14-034/KJS TERM CONTRACT FOR LEASE OF HANGAR #7 AT JACK BROOKS REGIONAL AIRPORT

The Offer is hereby accepted for the following items: Term Contract for Lease of Hangar #7 at Jack Brooks Regional Airport. Contract Term: Ten (10) years with an option to renew for one (1) additional five (5) year term.

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. 14-034/KJS. 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 MUST RETURN THIS PAGE WITH OFFER**

# BID FORM

Bid Form - Individual Units				
		Square Feet	Bid Amount per Square Foot \$2.80 minimum	Annual Bid Amount
Hangar	1	6,750	\$ -	\$ -
	2	6,750	\$ -	\$ -
	3	6,750	\$ -	\$ -
	4	6,750	\$ -	\$ -
Total Hangar				\$ -
		Square Feet	Bid Amount per Square Foot \$14.00 minimum	Annual Bid Amount
Office	A	244	\$ -	\$ -
	B	595	\$ -	\$ -
	C	282	\$ -	\$ -
	D	247	\$ -	\$ -
	E	424	\$ -	\$ -
	F	277	\$ -	\$ -
	G	74	\$ -	\$ -
	H	363	\$ -	\$ -
Total Office				\$ -
Original Bid Term (Yrs)	5 - 10		Option Term (Yrs)	1 - 5

BID FORM  
CONTINUED  
ON THE  
FOLLOWING  
PAGE

Bid Form - Entire Hangar 7 Facility			
	Square Feet	Bid Amount per Square Foot \$2.60 minimum	Annual Bid Amount
Hangar	1	27,000	\$ -
Total Hangar			\$ -
	Square Feet	Bid Amount per Square Foot \$12.00 minimum	Annual Bid Amount
Office	A	4,500	\$ -
Total Office			\$ -
Original Bid Term (Yrs)	5 - 10		Option Term (Yrs) 1 - 5

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_  
 Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_  
 Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE 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 MUST RETURN THIS PAGE 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 MUST RETURN THIS PAGE WITH OFFER**

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box is you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

**BIDDER MUST RETURN THIS PAGE 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 MUST RETURN THIS PAGE WITH OFFER**

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

*This information must be submitted with your bid.*

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

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

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

**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 MUST RETURN THIS PAGE WITH OFFER**



# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

*This information must be submitted with your bid.*

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street
City
State
Zip

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

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street
City
State
Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

**HUB SUBCONTRACTOR DISCLOSURE**

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

**BIDDER MUST RETURN THIS PAGE 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 MUST RETURN THIS PAGE 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 MUST RETURN THIS PAGE WITH OFFER**



July 30, 2014

Honorable County Judge Jeff R. Branick and County Commissioners  
Jefferson County, Texas  
1149 Pearl Street  
Beaumont, Texas 77701

Re: Proposed of Jefferson County Health Clinic  
860 4<sup>th</sup> Street  
Port Arthur, Texas 77640  
IFB Number 14-018/KJS

Dear County Judge and Commissioners:

The purpose of this letter is to recommend award of the construction of the proposed Jefferson County Health Clinic, 860 4<sup>th</sup> Street, Port Arthur, Texas to N & T Construction Company, Inc. of Beaumont, Texas.

It is our recommendation that the commission award and authorize the execution of a contract for construction between Jefferson County Texas and N & T Construction Company in the amount of One Million Nine Hundred Fifty Five Thousand Dollars and 00/100 cents (\$1,955,000). Our recommendation is based upon the fact that N & T Construction Company, Inc. has been confirmed by Wesley McPhail (e-mail attached), representative of the GLO, that they are in compliance with the GLO requirements, as well as, the bid documents were in order, they were low bid, the agreed construction days were compliant, and all three addenda's were acknowledged.

We would also recommend that the commission approve the additional funds in the amount of One Hundred Ninety Five Thousand Five Hundred Dollars and 00/100 cents (\$195,500.00), being Ten Percent (10%) of the anticipated construction cost, for unforeseen project costs from the same source funds. These contingency monies will not be obligated without review and approval of all parties involved.

Thank you again for this opportunity to be of service to the citizens of Jefferson County.

Sincerely,

Robert K. Balfour, P.E.  
Chica & Associates, Inc.  
Project Manager

Attachment 1 (Wesley McPhail E-mail)

**Sam**

---

**From:** "Wesley McPhail" <wesley.mcphail@sbcglobal.net>  
**Date:** Tuesday, July 29, 2014 3:49 PM  
**To:** "Robert Balfour" <rbalfour@chicaandassociates.com>  
**Cc:** "Tony Eeds" <tony@crsgroupusa.com>; <sfountain@chicaandassociates.com>; <ksmith@co.jefferson.tx.us>; "Don Rao" <drao@co.jefferson.tx.us>; "Susan Stover" <susan.stover@sbcglobal.net>  
**Subject:** N&T Construction Company Verification, Port Arthur Health Clinic, Jefferson Co. DRS010219/GLO 10-5291-000-5299

Dear Mr. Balfour,

N&T has been verified as eligible to perform work on this project. Has any indication been given as to when the County plans to award the project?

Thanks,

Wesley McPhail  
David J. Waxman, Inc.  
P.O. Drawer 900  
Jasper, TX 75951  
409/384-3458 / Fax 409/384-5719

The information contained in this e-mail is confidential and may be legally privileged. It is intended solely for the addressee. If you are not the intended recipient, any disclosure, copying, distribution, or any action or act of forbearance taken in reliance on it, is prohibited and may be unlawful. Any views expressed in this e-mail are those of the individual sender, except where the sender specifically states them to be the view of David J. Waxman, Inc. or Waxmans, III or any of its affiliates or subsidiaries.

7/30/2014

**CONTRACT RENEWAL FOR IFB 11-030/AW  
TERM CONTRACT FOR CORRECTIONAL FACILITY  
(JEFFERSON COUNTY) EQUIPMENT AND UNIFORMS**

The County entered into a contract with Lone Star Uniforms, Inc. for one (1) year, from September 12, 2011 to September 11, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional (1) one year renewal from September 9, 2014 to September 8, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

\_\_\_\_\_  
Jeff Branick, County Judge

CONTRACTOR:  
Lone Star Uniforms, Inc.

  
\_\_\_\_\_  
(Name)

**CONTRACT RENEWAL FOR IFB 11-030/AW  
TERM CONTRACT FOR CORRECTIONAL FACILITY  
(JEFFERSON COUNTY) EQUIPMENT AND UNIFORMS**

The County entered into a contract with Texas Code Blue for one (1) year, from September 12, 2011 to September 11, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional (1) one year renewal from September 9, 2014 to September 8, 2015.

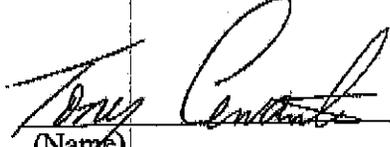
ATTEST:

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

\_\_\_\_\_  
Jeff Branick, County Judge

CONTRACTOR:  
Texas Code Blue

  
\_\_\_\_\_  
(Name)



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

July 28, 2014

APAC-Texas, Inc.  
PO Box 20779  
Beaumont, TX 77720  
Attention: Ms. Rebecca Rutledge

Dear Ms. Rutledge:

Please be advised the annual contract for Road Building Materials for Jefferson County (IFB 09-116/KJS) will expire on August 13, 2014. It is requested that your company extend your current contract prices for an additional (35) thirty days, with the expiration date being Monday, September 15, 2014.

Please sign the acknowledgment below to indicate your agreement and return in the enclosed envelope. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a faint circular stamp.

Deborah L. Clark  
Purchasing Agent

DC: jw

Price Extension Received and Accepted: \_\_\_\_\_  
Date

Project Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

**ATTEST:**

**JEFFERSON COUNTY, TEXAS**

**Carolyn L. Guidry, County Clerk**

**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

July 28, 2014

Knife River  
4825 Romeda Rd.  
Beaumont, TX 77705  
Attention: Mr. Larry C. Rougeau

Dear Mr. Rougeau:

Please be advised the annual contract for Road Building Materials for Jefferson County (IFB 09-116/KJS) will expire on August 13, 2014. It is requested that your company extend your current contract prices for an additional (35) thirty days, with the expiration date being Monday, September 15, 2014.

Please sign the acknowledgment below to indicate your agreement and return in the enclosed envelope. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a faint circular stamp.

Deborah L. Clark  
Purchasing Agent

DC: jw

Price Extension Received and Accepted: \_\_\_\_\_  
Date

Project Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

**ATTEST:**

**JEFFERSON COUNTY, TEXAS**

**Carolyn L. Guidry, County Clerk**

**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

July 28, 2014

Vulcan Materials Company  
1399 Carroll St.  
Beaumont, TX 77701  
Attention: Mr. Byron Fischer

Dear Mr. Fischer:

Please be advised the annual contract for Road Building Materials for Jefferson County (IFB 09-116/KJS) will expire on August 13, 2014. It is requested that your company extend your current contract prices for an additional (35) thirty days, with the expiration date being Monday, September 15, 2014.

Please sign the acknowledgment below to indicate your agreement and return in the enclosed envelope. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark  
Purchasing Agent

DC: jw

Price Extension Received and Accepted: \_\_\_\_\_  
Date

Project Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

**ATTEST:**

**JEFFERSON COUNTY, TEXAS**

**Carolyn L. Guidry, County Clerk**

**Jeff R. Branick, County Judge**



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent 

Date: July 31, 2014

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

August 14, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CRIME LAB contact person: Rebekah Sweetenham	HP LASERJET P4015 PRINTER	CNDY244610	33249
DISTRICT ATTORNEY	4-DRAWER FILING CABINET		11884
DISTRICT ATTORNEY	CHAIR		30739
DISTRICT ATTORNEY	CHAIR		30740
DISTRICT ATTORNEY contact person: Emily Beaugh	BOOK SHELF		12105
DRUG IMPACT COURT contact person: Dolly McPhillips	SATINWOOD HIGH BACK CHAIR		30243
HEALTH & WELFARE I contact person: Jada Broussard	TELEVISION	0791200386	33721
TAX OFFICE - BEAUMONT	SHORT BLACK LEATHER CHAIR		30414
TAX OFFICE - BEAUMONT contact person: Debbie Bevilacqua	SHORT BLACK LEATHER CHAIR		NO TAG

Approved by Commissioners' Court: \_\_\_\_\_

Bryan W. Shaw, Ph.D., P.E., *Chairman*  
 Toby Baker, *Commissioner*  
 Zak Covar, *Commissioner*  
 Richard A. Hyde, P.E., *Executive Director*



## Texas Commission on Environmental Quality

*Protecting Texas by Reducing and Preventing Pollution*

### Air Monitoring Site Agreement

**582-14-45007**

Jefferson County (hereafter the "Licensor") hereby agrees to permit the Texas Commission on Environmental Quality (hereafter the "Licensee" or the "TCEQ") to locate and operate a continuous air monitoring station on land owned by the Licensor at the Jack Brooks Regional Airport on Highway 365 in Nederland, Texas (the "Property"). In consideration for such permission, the TCEQ shall provide the Licensor full access, via the TCEQ web page (<http://www.tceq.state.tx.us/nav/data/aq-data.html>), to the monitoring information gathered by TCEQ from the air monitoring station situated at the Property. The term of this Agreement is five years from the date this Agreement is executed, and at the end of the term, this Agreement automatically renews for additional five-year periods thereafter, unless written notice of Termination is provided by one of the parties.

#### **1. Equipment Site Location at the Property ("the Site")**

The equipment is approximately 400 meters away for Highway 365 located on the property of the Licensor, and is no more than 100 yards from the South East Texas Region Planning Commission existing site, as seen in Exhibit A.

#### **2. Air Monitoring Equipment**

The proposed method of monitoring is with a continuous air monitoring system housed in an aluminum utility trailer with metal roof plus auxiliary equipment outside the trailer, including a 10-meter weather tower. The station requires approximately 1600 square feet of ground space covered with a site pad (e.g., six inches of limestone). The trailer is environmentally controlled and contains instrumentation as deemed appropriate by the TCEQ as well as peripherals required for the proper operation of the instruments.

#### **3. Provision for Utilities**

The TCEQ arranges and pays for phone and electrical installation and service.

582-14-45007

**4. Occupation of the Station**

The station is normally unmanned, except for routine maintenance visits by TCEQ staff, agents or contractors (except for visits described under Section 5, "Right of Access") occurring approximately twice a week.

**5. Right of Access**

The TCEQ, its employees, agents, and equipment service contractors have the right of ingress and egress to the property, during regular working hours and when issues related to the site arise, including equipment and utility malfunctions and emergencies, at the direction of the Licensor's or its staff maintaining or in possession of the property, subject to the Licensor's property management policies and practices, and not inconsistent with the Licensor's primary use of the Property and other operations incident thereto.

**6. Liability and Indemnity**

The TCEQ acknowledges that it is not an agent, servant, or employee of the Licensor, and that it is responsible for its own acts and deeds and for those of its agents, servants or employees to the extent provided by the Texas Tort Claims Act, Civ. Rem & Prac. Code ' Title 5 Chapter 101 (Vernon's 2000), provided the legislature appropriates funds to satisfy any such claims. Any provision in this Agreement creating a debt against the State is void ab initio. Further, in no way do the foregoing declarations waive the State's sovereign immunity.

**7. Restoration of Property**

The TCEQ shall make reasonable repairs and/or replace any property of the Licensor damaged by the TCEQ's operations conducted at the Site, to the extent funds are made available by the Texas Legislature for such purpose. Upon removal of the TCEQ equipment, and at the request of the Licensor, the TCEQ shall restore the Site to the condition it was in prior to the installation of the monitoring equipment, to the extent funds are made available by the Texas Legislature for such purpose. If the Licensor requests that TCEQ leave any items in place, such as the site pad, the Licensor will be solely responsible for the items left in place, in the condition that they are left in place.

**8. Equipment to Remain the Property of the TCEQ**

All equipment installed at the Site to support TCEQ's air monitoring operations (whether or not said equipment constitutes a fixture under Texas Property Code) shall remain the property of the TCEQ.

**9. Notice of Termination**

If the Licensor wishes to terminate this Agreement and reclaim possession and use of the Site, the Licensor shall give the TCEQ 45 days written notice of Termination. Under such circumstances, Licensor shall make a reasonable effort to assist TCEQ in locating an alternative Site in the general vicinity. The TCEQ may also terminate this Agreement upon 30 days written notice to the Licensor.

582-14-45007

**10. Removal of Equipment**

Within 60 days of receiving Notice of Termination of this Agreement, the TCEQ shall remove any equipment placed at the Site pursuant to this Agreement.

**11. Sovereign Immunity**

The Licensor agrees that by entering this Agreement, TCEQ does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. The parties agree that all claims, suits, or obligations arising under or related to this Agreement are subject and limited to the availability of funds appropriated by the Texas legislature for that respective claim, suit, or obligation.

**12. Severability**

The fact that a particular provision is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions and the Agreement will continue to be binding on both parties. Any provision that is held to be void or unenforceable will be replaced with language that is as close as possible to the intent of the original provision.

**13. Entire Agreement**

This Agreement constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly signed by both of the parties.

IN WITNESS WHEREOF, TCEQ and Licensor have signed this Agreement.

**Texas Commission on Environmental Quality**

**Licensor**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Richard C. Chism  
Printed Name

\_\_\_\_\_  
Printed Name

Director, Monitoring Division  
Title

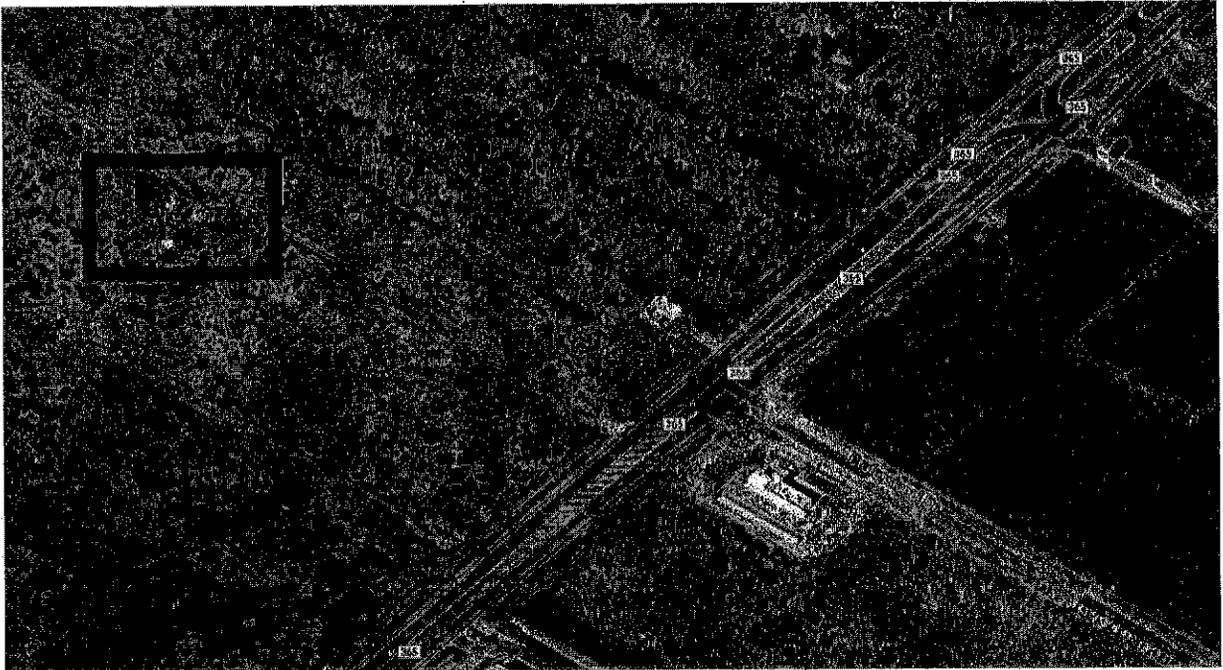
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

582-14-45007

**Exhibit A**



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 29, 2014**

**RE: Transfer**

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Transfer \$6000.00 out of acct#111-0102-431-30-79 (crushed stone) put into acct #111-0102-431-10-05 (extra help) to cover part time employee pay.

Patricia Nantz  
R & B #1



**EVERETTE "BO" ALFRED**  
**COUNTY COMMISSIONER**  
 PRECINCT 4  
 P. O. Box 4025  
 Beaumont, Texas 77704-4025

**MARIO WATKINS**  
 Executive Assistant

**KENNETH MINKINS**  
 Superintendent  
 Precinct 4 -- Service Center

## MEMO

To: Ms. Fran Lee, Auditing  
 From: Commissioner Everette Alfred, Pct # 4 *E.A.M.R.*  
 Date: July 30, 2014  
 RE: Transfer Funds

---

Please transfer the following for additional cost of road building equipment repairs:

To:

114-0405-431.40-18 (Road Machinery)	\$3,372. <del>33</del>
-------------------------------------	------------------------

From:

114-0409-431.60-11 (Capital Road Machinery)	\$1,086. <del>25</del>
116-0611-452.40-09 (Buildings and Grounds)	\$2,286. <del>08</del>

Thank you.

EA/nr

(409) 839-2339 Phone  
(409) 839-2390 Fax  
Office email: [iccp6@co.jefferson.tx.us](mailto:iccp6@co.jefferson.tx.us)  
Personal email: [dbaker@co.jefferson.tx.us](mailto:dbaker@co.jefferson.tx.us)



1225 Pearl Street, Suite 101A  
Beaumont, Texas 77701-3261

# Memo

**Dana A. Baker, Sr.**  
Constable, Precinct Six

Date: 7/29/14  
To: Fran Lee, Financial Manager  
From: Constable's Office Precinct 6 Fax Number: (409) 839-2390  
RE: Transfer Line Item  
Priority: [Urgent]

## Line-item Transfer Amendment

DATE: July 29, 2014

Honorable Commissioners Court of Jefferson County;  
I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Extra Help	120 3070 425	10-05	\$20,000.00
From:	Overtime Allowance	120 3070 425	10-98	\$2,725.00
From:	Minor Equipment	120 3070 425	30-84	\$6,275.00
To:	Capital Line-Communication Equipment	120 3070 425	6035	
Reason:	Amount to Cover Requisitions for Automobile Video Camera System (3 vehicles)			

\_\_\_\_\_  
Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk



11375 W. Sam Houston Parkway S. #800  
Houston, Texas 77031  
P. 281.925.0488 | F. 281.925.0535

Quote #	Date
	5/15/2013
QS Version	20130129

FOB Point: Destination

Terms: Net 30 Days

Quotation Expiration: 60 Days

Prepared for: **Jefferson County Constable PCT 6**  
Address: **1225 Pearl St.**  
City, State: **Beaumont, TX 77701**  
Contact: **Constable Baker / 409-839-2339 / dbaker@co.jefferson.tx.us**

Prepared by: **Steve Hedley - 832.684.3360**

Part Number	Description	List Price	Quoted	Quantity	Total
<b>COBAN IN-CAR SYSTEM - EDGE</b>					
SYSED-02	EDGE IN-CAR SYSTEM 5.7" touchscreen monitor GPS PowerGuard w/ UPS 32 GB Internal SSD (Solid State Drive) 32 GB removable SSD Front facing color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n wireless card Three year limited hardware warranty	\$ 4,850.00	\$ 4,750.00	3	\$ 14,250.00
<b>Mounting Equipment</b>					
MZZ-01	Adapter Plate (required for all cars, except for Ford Crown Victoria and 2012 Dodge Charger)	\$ 100.00	\$ 100.00	3	\$ 300.00
<b>VIDEO EQUIPMENT AND OPTIONS</b>					
SCOPT-31	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	\$ 180.00	\$ 180.00	3	\$ 540.00
SCAA-014	Support Kit 4GB USB / Keyboard - EDGE	\$ 95.00	\$ 95.00	1	\$ 95.00
<b>COBAN EDGE MC - Motorcycle Solution</b>					
<b>VIDEO TRANSFER</b>					
<b>REMOVABLE HARD DRIVE UPLOAD</b>					
BMS-13	Removable Hard Drive Upload Cradle	\$ 260.00	\$ 250.00	1	\$ 250.00
<b>BACK OFFICE STORAGE AND ARCHIVAL</b>					
<b>SERVERS</b>					
BSVR-01	SERVER NOTE: if department chooses to provide their own storage solution, COBAN can provide the specifications for the required equipment.			1	\$ 5,393.00
BUPS-01	UPS			1	\$ 659.00
<b>MICROSOFT LICENSES</b>					
WLIC-00-202-01	Microsoft Server OS	\$ 995.00	\$ 950.00	1	\$ 950.00
WLIC-00-202-02	Microsoft Server OS Client	\$ 165.00	\$ 165.00	5	\$ 825.00
<b>DVMS - SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT</b>					
WLIC-01	COBAN DVMS SOLUTION - Software License with First Year Technical Support (per unit)	\$ 260.00	\$ 150.00	3	\$ 450.00
LINST-10	EDGE Hardware Installation (per vehicle) - COBAN certified personnel to install equipment on site.	\$ 495.00	\$ 445.00	3	\$ 1,335.00
<b>BACK OFFICE SETUP CONFIGURATION AND SERVICES</b>					
LSET-17	BACKOFFICE SETUP PACKAGE A 2 Day Onsite Back Office Setup (Configuration, Setup, Training)	\$ 3,095.00	\$ 2,995.00	1	\$ 2,995.00
<b>SHIPPING</b>					
LFEE-050	Shipping - In-Car Equipment (EDGE, M7 MDC, M7 VMDC, ALPR)	\$ 50.00	\$ 50.00	3	\$ 150.00

Subtotal	\$ 28,192.00
Taxes (if applicable)	
Discount (s)	
<b>GRAND TOTAL</b>	<b>\$ 28,192.00</b>

Attention: Highlighted items are one time fees per Sales Representative Steve Hedley

**Yea Mei Sauer**

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**From:** Fran Lee <[flee@co.jefferson.tx.us](mailto:flee@co.jefferson.tx.us)>  
**Sent:** Thursday, July 31, 2014 8:41 AM  
**To:** 'Yea-Mei Sauer'  
**Subject:** Agenda item

Please write a note on the quote for Constable Pct. 6 that there is a reoccurring cost of \$180 per unit = \$540 per year.

Thanks.

Fran Lee, CPA  
Financial Manager  
Jefferson County, Texas  
1149 Pearl Street 7<sup>th</sup> Floor  
Beaumont, Tx 77701  
Phone (409) 835-8500  
Fax (409) 839-2369  
[flee@co.jefferson.tx.us](mailto:flee@co.jefferson.tx.us)

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** JULY 30, 2014

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The following budget amendment is necessary for Transfers Out — Capital projects to fund the jail roof repairs, café grease trap work, and 172<sup>nd</sup> courtroom upgrades as discuss during budget workshops. Please call if you have any questions.

120-0000-491-8006	Transfer out – Capital	
	Projects Fund #311	\$100,000
120-9999-415-9999	Contingency	\$51,650
110-2027-412-5055	Petit Jurors	\$48,350

**Exhibit R-11 Maintenance Renewal  
Automated Victim Notification Services  
Jefferson County**

**Category: Pilot - Large**

Subject to the terms and conditions included in the Agreement, this **Exhibit R-11 Schedule of Payments** shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contract.

**Maintenance Amount.** Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2015.

<b>Jail Maintenance Amount</b>	<b>District Court Maintenance Amount</b>	<b>County Court Maintenance Amount</b>	<b>Annual Maintenance Amount (12 Months)</b>	<b>Quarterly Maintenance Amount (4 Quarters)</b>	<b># of Months Through 8/31/15</b>	<b>Total Maintenance Amount Due</b>
\$ 23,765.16	\$3,950.16	N/A	\$27,715.32	\$6,928.83	12 Months	\$27,715.32

Maintenance Amount as indicated above does not include "3<sup>rd</sup> Party Vendor Fees" <sup>1</sup> include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3<sup>rd</sup> Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.



YOUR Local Election Needs  
Louisiana, KY 40228-3848  
504-381-0453 800-896-5481  
www.appriss.com

# R-11 Service Agreement Renewal Notice

**DATE:** July 24, 2014

**CUSTOMER NAME:** Jefferson County

**LOCATION:** 1149 Pearl Street  
Beaumont TX 77701

**PROJECT TYPE:** Jefferson County VINE Service

**ORIGINAL SERVICE AGREEMENT DATE:** December 23, 2003

**SERVICE AGREEMENT RENEWAL DATE:** September 1, 2014

**SERVICE AGREEMENT RENEWAL TERM:** 12 Months

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**NEXT SERVICE AGREEMENT RENEWAL DATE:** August 31, 2015

**PROJECT PRICING:** \$ 27,715.32 (Quarterly Amount \$6,928.83)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

**Contract Changes:** None

Special Note: Please refer to the "3<sup>rd</sup> Party Vendor Fees" referenced in the attached Exhibit R-11 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

**AUTHORIZATION:**

**APPRISS, INC., BY:**

**CUSTOMER BY:**

  
 \_\_\_\_\_  
 Signature Date 7/23/2014

\_\_\_\_\_  
 Signature Date

Thomas R. Seigle  
President

\_\_\_\_\_  
Title Name

## AGREEMENT

I hereby agree to preside over all jail arraignments and all other proceedings assigned by the judges of the Criminal District, 252nd District and Drug Impact Courts designed to expedite the processing of felony criminal cases.

I will be primarily responsible for performing all such duties. Judge Harold Plessala will assume these responsibilities when I am unable to do so, or I will obtain another qualified magistrate to perform these duties when we are unavailable. Any magistrate so designated will be paid at the same rate.

Payment for such service will be at the rate of \$250 per court session during weekdays, and \$300 per court session on holidays, weekends, or when juvenile detention hearings are held.

This agreement begins on October 1, 2014 and terminates on September 30, 2015.



Judge Leonard J. Giblin, Jr.

ACCEPTED

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For Jefferson County

**Patrick Swain**

---

**From:** Vivian Ballou <vballou@carlgriffith.com>  
**Sent:** Wednesday, July 30, 2014 9:09 AM  
**To:** Patrick Swain  
**Subject:** Fwd: Draw 10 Cheek Phase 3  
**Attachments:** GMJ final invoice.pdf

Pat:

Attached is GMJ's final invoice for draw #11. The final draw consists of the retainage payment for the contractor in the amount of \$22,824.03 plus \$3,100 for GMJ. The TDA draw in the amount of \$11,552.81 has been approved and is being processed. I will drop off a check in the amount of \$14,371.22 from Legacy by Friday.

Thank you!!

----- Forwarded message -----

**From:** Vivian Ballou <vballou@carlgriffith.com>  
**Date:** Fri, Jun 27, 2014 at 10:32 AM  
**Subject:** RE: Draw 10 Cheek Phase 3  
**To:** Patrick Swain <pswain@co.jefferson.tx.us>

Thx

Vivian Ballou

On Jun 27, 2014 10:21 AM, "Patrick Swain" <pswain@co.jefferson.tx.us> wrote:

We show \$25,450 in SEP Funds

*Patrick Swain*

---

**From:** Vivian Ballou [mailto:vballou@carlgriffith.com]  
**Sent:** Friday, June 27, 2014 10:17 AM  
**To:** Patrick Swain  
**Subject:** Fwd: Draw 10 Cheek Phase 3

FYI

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	178.55	396658	
WARREN'S DO-NUTS	42.23	396704	
			220.78**
ROAD & BRIDGE PCT.#1			
HILO / O'REILLY AUTO PARTS	59.14	396556	
APAC, INC. - TROTTI & THOMSOM	391.02	396568	
BEAUMONT TRACTOR COMPANY	75.92	396573	
M&D SUPPLY	81.75	396609	
MUNRO'S	31.45	396615	
SANITARY SUPPLY, INC.	105.48	396632	
SOUTHEAST TEXAS WATER	44.16	396637	
STAR GRAPHICS SHARP	30.12	396642	
TRI-CON, INC.	4,685.53	396657	
			5,504.57**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	179.50	396564	
APAC, INC. - TROTTI & THOMSOM	335.36	396568	
CITY OF NEDERLAND	80.10	396578	
ENTERGY	918.48	396597	
MUNRO'S	18.45	396615	
PHILPOTT MOTORS, INC.	210.79	396622	
STAR GRAPHICS SHARP	42.71	396642	
BUMPER TO BUMPER	120.56	396702	
MARTIN PRODUCT SALES LLC	32,163.19	396708	
NEW WAVE WELDING TECHNOLOGY	6.60	396723	
ACT PIPE AND SUPPLY	55.50	396728	
			34,131.24**
ROAD & BRIDGE PCT. # 3			
GULF COAST AUTOMOTIVE, INC.	10.39	396596	
MUNRO'S	34.13	396615	
AT&T	70.30	396639	
STAR GRAPHICS SHARP	63.56	396642	
TIME WARNER COMMUNICATIONS	82.52	396651	
LOWE'S HOME CENTERS, INC.	315.15	396688	
ASCO	66.37	396764	
			642.42**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	38.44	396555	
ALL STAR PLUMBING	540.00	396565	
APAC, INC. - TROTTI & THOMSOM	367.43	396568	
AUDILET TRACTOR SALES	18.25	396570	
CITY OF BEAUMONT - WATER DEPT.	18.12	396577	
GCR BEAUMONT TRUCK TIRE (USE 208768	1,893.06	396589	
ENTERGY	1,442.90	396597	
KAY ELECTRONICS, INC.	23.00	396604	
M&D SUPPLY	33.70	396609	
MUNRO'S	77.70	396615	
OFFICE DEPOT	494.64	396618	
PARTS EXCHANGE COMPANY, INC.	225.00	396621	
POSTMASTER	147.00	396624	
SOILEAU PRINTING, INC.	45.00	396636	
TRI-CON, INC.	5,205.63	396657	
WAUKESHA-PEARCE IND., INC.	1,568.95	396662	
BEAUMONT INDEPENDENT SCHOOL	600.00	396670	
UNITED STATES POSTAL SERVICE	2.80	396681	
INTERSTATE TIRE & MECHANICAL ROAD	93.00	396694	
MARTIN PRODUCT SALES LLC	13,274.06	396708	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	83.88	396776	
			26,192.56**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	396642	
			43.25**
PARKS & RECREATION			
A&B OUTDOOR EQUIPMENT	76.99	396554	
ENTERGY	394.11	396597	

NAME	AMOUNT	CHECK NO.	TOTAL
LOUIS' YAZOO SALES & SERVICE, LLC	19.90	396607	
DRAGO SUPPLY	472.80	396739	
GENERAL FUND			963.80**
TAX OFFICE			
ACE IMAGEWEAR	20.69	396633	
STAR GRAPHICS SHARP	208.10	396642	
CDW COMPUTER CENTERS, INC.	83.52	396671	
UNITED STATES POSTAL SERVICE	1,181.83	396681	
ROCHESTER ARMORED CAR CO INC	352.00	396742	
COASTAL BUSINESS FORMS	784.65	396765	
COUNTY HUMAN RESOURCES			2,630.79*
BEAUMONT FAMILY PRACTICE ASSOC.	175.00	396572	
SOCIETY FOR HUMAN RESOURCE	370.00	396635	
STAR GRAPHICS SHARP	43.25	396642	
UNITED STATES POSTAL SERVICE	2.03	396681	
AUDITOR'S OFFICE			590.28*
STAR GRAPHICS SHARP	60.94	396642	
UNITED STATES POSTAL SERVICE	6.24	396681	
COUNTY CLERK			67.18*
OFFICE DEPOT	313.64	396618	
UNITED STATES POSTAL SERVICE	356.27	396681	
BUSINESS INK	327.00	396724	
COUNTY JUDGE			996.91*
JAN GIROUARD & ASSOCIATES	200.00	396593	
STAR GRAPHICS SHARP	43.25	396642	
UNITED STATES POSTAL SERVICE	1.62	396681	
RISK MANAGEMENT			244.87*
STAR GRAPHICS SHARP	31.78	396642	
UNITED STATES POSTAL SERVICE	3.50	396681	
COUNTY TREASURER			35.28*
STAR GRAPHICS SHARP	43.25	396642	
UNITED STATES POSTAL SERVICE	248.54	396681	
PRINTING DEPARTMENT			291.79*
STAR GRAPHICS SHARP	314.11	396642	
CIT TECHNOLOGY FINANCING SERVICE	499.00	396722	
PURCHASING DEPARTMENT			813.11*
THE EXAMINER	935.00	396584	
STAR GRAPHICS SHARP	43.25	396642	
UNITED STATES POSTAL SERVICE	14.07	396681	
GENERAL SERVICES			992.32*
GUARDIAN FORCE	36.00	396557	
CASH ADVANCE ACCOUNT	25.00	396601	
OLMSTED-KIRK PAPER	338.00	396619	
TIME WARNER COMMUNICATIONS	486.55	396648	
TIME WARNER COMMUNICATIONS	1,913.30	396650	
TOWER COMMUNICATIONS, INC.	2,435.00	396679	
INTERSTOR DESIGN ASSOCIATES	226.50	396750	
SAM'S CLUB DIRECT	40.36	396757	
DYNAMEX INC	185.92	396774	
DATA PROCESSING			5,686.63*

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	60.94	396642	60.94*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	396642	
UNITED STATES POSTAL SERVICE	57.13	396681	87.25*
ELECTIONS DEPARTMENT			
ELECTION ADMINISTRATION REPORT	219.00	396582	
M&D SUPPLY	10.94	396609	
U-HAUL	76.00	396659	
UNITED STATES POSTAL SERVICE	12.94	396681	318.88*
DISTRICT ATTORNEY			
MANNINGS SCHOOL SUPPLY	19.95	396610	
ELIZABETH PARKS	111.25	396620	
STAR GRAPHICS SHARP	261.30	396642	
TDCAA BOOK ORDERS	163.00	396647	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	396654	
UNITED STATES POSTAL SERVICE	359.45	396681	
SETAP	45.00	396726	1,309.95*
DISTRICT CLERK			
OFFICE DEPOT	286.27	396618	
STAR GRAPHICS SHARP	51.52	396642	
UNITED STATES POSTAL SERVICE	81.20	396681	418.99*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	595.00	396595	
CASH ADVANCE ACCOUNT	699.74	396601	
STAR GRAPHICS SHARP	31.78	396642	
JOHN D WEST	1,500.00	396674	
UNITED STATES POSTAL SERVICE	8.51	396681	
KIMBERLY R. BROUSSARD	2,158.25	396727	
JAMES R. MAKIN, P.C.	2,000.00	396747	6,993.28*
58TH DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	396642	
UNITED STATES POSTAL SERVICE	1.22	396681	33.00*
60TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	396642	30.12*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	396642	
UNITED STATES POSTAL SERVICE	.81	396681	30.93*
172ND DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	396642	31.78*
252ND DISTRICT COURT			
RIFE KIMLER, LAW OFFICE OF	800.00	396605	
NATHAN REYNOLDS, JR.	1,250.00	396629	
UNITED STATES POSTAL SERVICE	187.19	396681	
LEXIS-NEXIS	51.00	396682	
CAROLYN WIEDENFELD	800.00	396690	
SUMMER TANNER	208.55	396709	
JAMES R. MAKIN, P.C.	457.50	396747	
MATUSKA LAW FIRM	3,375.00	396778	7,129.24*
279TH DISTRICT COURT			
TERRENCE HOLMES	700.00	396599	
KIMBERLY PHELAN, P.C.	75.00	396705	

NAME	AMOUNT	CHECK NO.	TOTAL
STEFANIE L. ADAMS, ATTORNEY AT LAW 317TH DISTRICT COURT	75.00	396746	850.00*
GAYLYN COOPER	325.00	396558	
JACK LAWRENCE	325.00	396559	
PHILLIP DOWDEN	1,550.00	396567	
THOMAS J. BURBANK, P.C.	650.00	396575	
TRAVIS EVANS	975.00	396583	
TERRENCE HOLMES	150.00	396599	
OFFICE DEPOT	222.96	396618	
ANITA F. PROVO	1,500.00	396628	
STAR GRAPHICS SHARP	31.78	396642	
UNITED STATES POSTAL SERVICE	1.37	396681	
LEXIS-NEXIS	51.00	396682	
JOEL WEBB VAZQUEZ	975.00	396701	
LAURIE PEROZZO	500.00	396735	
JONATHAN L. STOVALL	500.00	396745	
STEFANIE L. ADAMS, ATTORNEY AT LAW	225.00	396746	
C. HADEN CRIBBS JR., PC	1,050.00	396754	
TERRENCE ALLISON	1,500.00	396762	
BRYAN E MCEACHERN PC	2,000.00	396775	
MATUSKA LAW FIRM	1,950.00	396778	14,482.11*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP	51.32	396642	
UNITED STATES POSTAL SERVICE	43.21	396681	94.53*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	30.12	396642	
UNITED STATES POSTAL SERVICE	1.61	396681	31.73*
JUSTICE COURT-PCT 2			
HERNANDEZ OFFICE SUPPLY, INC. POSTMASTER	26.00 75.00	396598 396626	101.00*
JUSTICE COURT-PCT 4			
CASH ADVANCE ACCOUNT	751.32	396601	
STAR GRAPHICS SHARP	42.71	396642	794.03*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	30.12	396642	
UNITED STATES POSTAL SERVICE	46.00	396681	76.12*
JUSTICE COURT-PCT 7			
AT&T	29.84	396639	
US POSTAL SERVICE	2,940.00	396683	2,969.84*
COUNTY COURT AT LAW NO. 2			
STAR GRAPHICS SHARP	30.12	396642	
UNITED STATES POSTAL SERVICE	22.00	396681	
NORMAN DESMARAIS JR.	250.00	396737	302.12*
COUNTY COURT AT LAW NO. 3			
STAR GRAPHICS SHARP	30.12	396642	
UNITED STATES POSTAL SERVICE	22.33	396681	
DUSTIN R. GALMOR	500.00	396744	552.45*
COURT MASTER			
JUDGE LARRY GIST	3,134.90	396592	
OFFICE DEPOT	172.21	396618	
STAR GRAPHICS SHARP	42.71	396642	
UNITED STATES POSTAL SERVICE	1.62	396681	3,351.44*
MEDIATION CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	30.12	396642	
UNITED STATES POSTAL SERVICE	4.84	396681	
COMMUNITY SUPERVISION			34.96*
STAR GRAPHICS SHARP	136.39	396642	
SHERIFF'S DEPARTMENT			136.39*
CITY OF NEDERLAND	160.81	396578	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	140.00	396600	
OFFICE DEPOT	800.20	396618	
AT&T	290.86	396639	
STAR GRAPHICS SHARP	279.27	396642	
KEESHA GUILLORY	300.00	396669	
CDW COMPUTER CENTERS, INC.	148.94	396671	
UNITED STATES POSTAL SERVICE	1,224.79	396681	
BEAUMONT OCCUPATIONAL SERVICE, INC.	197.70	396684	
CHILD ABUSE & FORENSIC SERVICES	950.00	396685	
CODE BLUE	1,552.00	396700	
CREATIVE PRODUCT SOURCING	1,333.35	396713	
FIRETROL PROTECTION SYSTEMS, INC.	107.19	396729	
RITA HURT	1,650.00	396753	
SORENSEN FORENSIC	13,640.00	396758	
CRIME LABORATORY			22,775.11*
ABACUS DIAGNOSTIC, INC.	464.00	396562	
AGILENT TECHNOLOGIES	97.86	396563	
FED EX	177.91	396587	
FISHER SCIENTIFIC	467.94	396588	
STAR GRAPHICS SHARP	42.71	396642	
VERIZON WIRELESS	37.99	396677	
SGE ANALYTICAL SCIENCE	82.50	396761	
ALDINGER COMPANY	463.00	396763	
JULIE HANNON	600.00	396769	
JAIL - NO. 2			2,433.91*
CITY OF BEAUMONT - WATER DEPT.	3,379.17	396577	
COASTAL WELDING SUPPLY	42.00	396579	
FAST SIGNS, INC.	39.18	396586	
HERNANDEZ OFFICE SUPPLY, INC.	43.00	396598	
M&D SUPPLY	883.17	396609	
MOORE SUPPLY, INC.	247.80	396614	
RALPH'S INDUSTRIAL ELECTRONICS	26.09	396631	
SANITARY SUPPLY, INC.	7,309.15	396632	
SHERWIN-WILLIAMS	10.24	396634	
AT&T	928.26	396639	
STAR GRAPHICS SHARP	522.75	396642	
WESCO DISTRIBUTION, INC.	111.34	396663	
UNITED COMMUNICATIONS, INC.	3,837.00	396673	
LOWE'S HOME CENTERS, INC.	186.27	396688	
BELT SOURCE	39.36	396706	
AIRGAS SOUTHWEST	420.24	396721	
FIRETROL PROTECTION SYSTEMS, INC.	304.00	396729	
WORLD FUEL SERVICES	2,850.47	396736	
FIVE STAR CORRECTIONAL SERVICE	18,684.40	396741	
KROPP HOLDINGS INC	2,008.78	396772	
JUVENILE PROBATION DEPT.			41,872.67*
FED EX	48.45	396587	
EDWARD B. GRIPON, M.D., P.A.	1,350.00	396595	
STAR GRAPHICS SHARP	91.06	396642	
UNITED STATES POSTAL SERVICE	40.72	396681	
JUVENILE DETENTION HOME			1,530.23*
ALL STAR PLUMBING	171.00	396565	
CITY OF BEAUMONT - WATER DEPT.	630.29	396577	
MOORE SERVICE CO., INC.	1,145.42	396613	
OAK FARM DAIRY	295.15	396668	

NAME	AMOUNT	CHECK NO.	TOTAL
CHARMTEX INC.	1,065.40	396696	
FLOWERS FOODS	206.86	396699	
BROTHERS PRODUCE	56.01	396752	
CONSTABLE PCT 1			3,570.13*
CASH ADVANCE ACCOUNT	645.05	396601	
UNITED STATES POSTAL SERVICE	73.60	396681	
DISCOUNT UNIFORM INTERNATIONAL INC	135.88	396707	
CONSTABLE-PCT 2			854.53*
KAY ELECTRONICS, INC.	89.50	396604	
OFFICE DEPOT	20.31	396618	
TAC - TEXAS ASSN. OF COUNTIES	230.00	396646	
VERIZON WIRELESS	771.00	396676	
PRO-VISION INC	5,235.13	396782	
CONSTABLE-PCT 4			6,345.94*
GT DISTRIBUTORS, INC.	150.00	396590	
CONSTABLE-PCT 6			150.00*
GT DISTRIBUTORS, INC.	38.80	396590	
GALL'S, INC.	290.00	396591	
SANITARY SUPPLY, INC.	17.26	396632	
STAR GRAPHICS SHARP	30.12	396642	
UNITED STATES POSTAL SERVICE	11.25	396681	
DISCOUNT UNIFORM INTERNATIONAL INC	398.70	396707	
SAFARILAND	214.18	396738	
INFOGROUP	1,028.50	396760	
MORPHOTRUST USA	9.95	396781	
CONSTABLE PCT. 7			2,038.76*
POSTMASTER	9.00	396625	
MIKE SMITH ENTERPRISES	498.00	396711	
CONSTABLE PCT. 8			507.00*
KAY ELECTRONICS, INC.	157.00	396604	
AGRICULTURE EXTENSION SVC			157.00*
STAR GRAPHICS SHARP	60.94	396642	
EMILEE BEAN	315.37	396773	
HEALTH AND WELFARE NO. 1			376.31*
AMERICAN PUBLIC HEALTH ASSOCIATION	100.00	396566	
CALVARY MORTUARY	3,300.00	396576	
JOURNAL WATCH, INC.	77.50	396603	
THE MEDICAL LETTER	49.00	396611	
MUNRO'S	31.35	396615	
NEW ENGLAND JOURNAL OF MEDICINE	89.50	396616	
STAR GRAPHICS SHARP	60.94	396642	
TEXAS PUBLIC HEALTH ASSOCIATION	35.00	396656	
UNITED STATES POSTAL SERVICE	71.09	396681	
AMERICAN CORPORATE SERVICES	90.43	396718	
SAM'S CLUB DIRECT	73.00	396757	
HEALTH AND WELFARE NO. 2			3,977.81*
AMERICAN PUBLIC HEALTH ASSOCIATION	100.00	396566	
JOURNAL WATCH, INC.	77.50	396603	
THE MEDICAL LETTER	49.00	396611	
NEW ENGLAND JOURNAL OF MEDICINE	89.50	396616	
PHYSICIAN SALES & SERVICE, INC.	803.11	396623	
AT&T	29.84	396639	
STAR GRAPHICS SHARP	73.37	396642	
TIME WARNER COMMUNICATIONS	78.14	396652	
TEXAS PUBLIC HEALTH ASSOCIATION	35.00	396656	
NURSE PRACTITIONER			1,335.46*

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	30.12	396642	30.12*
CHILD WELFARE UNIT			
TARGET STORES DIVISION	375.52	396672	
BEAUMONT OCCUPATIONAL SERVICE, INC.	260.65	396684	
J.C. PENNEY'S	1,567.40	396686	
SEARS COMMERICAL CREDIT	593.55	396687	
S&M FAMILY OUTLET	73.57	396689	2,870.69*
ENVIRONMENTAL CONTROL			
AT&T	29.93	396639	29.93*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	55,618.74	396771	55,618.74*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	396678	150.00*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	36.00	396557	
D&N SERVICES	490.00	396569	
CITY OF BEAUMONT - WATER DEPT.	9,416.21	396577	
COBURN'S, BEAUMONT BOWIE (1)	22.42	396580	
W.W. GRAINGER, INC.	264.00	396594	
ENTERGY	9,482.28	396597	
M&D SUPPLY	87.94	396609	
OFFICE DEPOT	190.20	396618	
RITTER @ HOME	41.94	396630	
ACE IMAGEWEAR	145.15	396633	
AT&T	213.86	396639	
STAR GRAPHICS SHARP	30.12	396642	
TEXAS DEPT OF LICENSING &	360.00	396655	
UNITED STATES POSTAL SERVICE	.48	396681	
OTIS ELEVATOR COMPANY	2,756.00	396698	
BELT SOURCE	50.88	396706	
FIRETROL PROTECTION SYSTEMS, INC.	203.00	396729	
PRO CHEM INC	253.89	396756	
WASTEWATER TRANSPORT SERVICES LLC	248.00	396780	24,292.37*
MAINTENANCE-PORT ARTHUR			
AT&T	1,270.28	396639	
STAR GRAPHICS SHARP	61.90	396642	
TEXAS GAS SERVICE	271.99	396695	1,604.17*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	66.45	396578	
ENTERGY	558.39	396597	
SANITARY SUPPLY, INC.	75.00	396632	
ACE IMAGEWEAR	27.43	396633	
STAR GRAPHICS SHARP	31.78	396642	
ATTABOY TERMITE & PEST CONTROL	54.00	396732	813.05*
SERVICE CENTER			
JERRY'S AUTOMOTIVE	59.50	396602	
KINSEL FORD, INC.	375.26	396606	
M&D SUPPLY	42.71	396609	
PHILPOTT MOTORS, INC.	193.20	396622	
STAR GRAPHICS SHARP	30.12	396642	
AUTO ZONE	13.94	396667	
BUMPER TO BUMPER	118.88	396702	
UNIFIRST HOLDINGS INC	22.23	396734	
MIGHTY OF SOUTHEAST TEXAS	73.21	396749	
CHASE ELECTRONICS	280.25	396751	1,209.30*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	333.94	396618	
STAR GRAPHICS SHARP	74.49	396642	
UNITED STATES POSTAL SERVICE	7.47	396681	
HILARY GUEST	242.40	396693	
			658.30*
			227,771.77**
MOSQUITO CONTROL FUND			
GREYHOUND PACKAGE EXPRESS	72.10	396561	
SUPERIOR TIRE & SERVICE	18.95	396564	
CITY OF NEDERLAND	45.45	396578	
MICRONAIR SALES & SERVICE, INC.	2,968.53	396612	
MUNRO'S	98.95	396615	
ITTER @ HOME	106.39	396630	
STAR GRAPHICS SHARP	30.12	396642	
TIME WARNER COMMUNICATIONS	69.82	396649	
NEDERLAND HARDWARE SUPPLY	38.17	396664	
			3,448.48**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	396642	
			31.78**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	82.95	396684	
			82.95**
SECURITY FEE FUND			
COTTON CARGO	210.00	396581	
PHIL SWAN	61.38	396644	
ED WOODSMALL	93.83	396783	
LARRY THOMAS	80.06	396785	
			445.27**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	4,373.00	396767	
			4,373.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	36.75	396638	
VERIZON WIRELESS	180.14	396678	
INTERSTATE ALL BATTERY CENTER - BMT	199.78	396731	
			416.67**
JUVENILE TJPC-A-2014-123			
L.D. MOLENDA, D.D.S.	35.00	396692	
OMNICARE SAN ANTONIO	85.87	396710	
YOUTH ADVOCATE PROGRAM	4,652.90	396717	
			4,773.77**
COMMUNITY SUPERVISION FND			
FED EX	26.12	396587	
PAMELA G. STEWART	140.58	396643	
TEXAS PROBATION ASSOCIATION	700.00	396653	
WASTE MGT. GOLDEN TRIANGLE, INC.	204.36	396661	
CDW COMPUTER CENTERS, INC.	109.17	396671	
UNITED STATES POSTAL SERVICE	125.73	396681	
JCCSC	308.00	396743	
SAM'S CLUB DIRECT	65.58	396757	
			1,679.54**
JEFF. CO. WOMEN'S CENTER			
M&D SUPPLY	90.68	396609	
PREMIUM PLUMBING	1,390.89	396627	
STAR GRAPHICS SHARP	31.78	396642	
PETTY CASH - RESTITUTION I	42.67	396666	
ROCHESTER ARMORED CAR CO INC	121.64	396742	
SAM'S CLUB DIRECT	140.72	396757	
			1,818.38**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	47.38	396642	
TEXAS PROBATION ASSOCIATION	140.00	396653	
			187.38**
DRUG DIVERSION PROGRAM			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	47.38	396642	47.38**
LAW OFFICER TRAINING GRT			
TEXAS COMMISSION ON LAW ENFORCEMENT	500.00	396719	500.00**
COUNTY CLERK - RECORD MGT			
AT&T	111.23	396639	
MANATRON	3,508.00	396716	3,619.23**
DARE CONTRIBUTIONS FUND			
BEST EXPRESSION	249.05	396560	249.05**
CHEEK H2O & SEWER PHASE 3			
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	3,100.00	396779	3,100.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	3,560.02	396601	3,560.02**
CONST. PCT. 6 EDUCATION			
TAC - TEXAS ASSN. OF COUNTIES	230.00	396645	230.00**
CONST. PCT. 8 EDUCATION			
ALBERT MILES III	250.79	396720	250.79**
HOTEL OCCUPANCY TAX FUND			
BEAUMONT TROPHIES	63.20	396574	
M&D SUPPLY	39.63	396609	
JOSEPH SEMIEN	6.78	396714	
SETXSOCIALCENTER.COM	150.00	396733	
MATERA PAPER COMPANY INC	85.95	396766	345.56**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	86.50	396642	86.50**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	876.01	396755	876.01**
CAPITAL PROJECTS FUND			
HERNANDEZ OFFICE SUPPLY, INC.	5,688.03	396598	
E. SULLIVAN ADVERTISING & DESIGN	12,940.47	396675	18,628.50**
AIRPORT FUND			
CITY OF NEDERLAND	552.56	396578	
RITTER @ HOME	85.35	396630	
SANITARY SUPPLY, INC.	673.55	396632	
STAR GRAPHICS SHARP	72.83	396642	
WASTE MGT. GOLDEN TRIANGLE, INC.	476.64	396660	
NEDERLAND HARDWARE SUPPLY	9.58	396664	
WORTH HYDROCHEM	120.00	396665	
LOWE'S HOME CENTERS, INC.	254.57	396688	
HAGEMEYER NORTH AMERICA, INC.	880.43	396691	
BAKER DISTRIBUTING COMPANY	29.92	396697	
DISH NETWORK	85.62	396712	
HLAVINKA EQUIPMENT COMPANY	113.15	396715	
ASCENT AVIATION GROUP INC	49,431.31	396725	
LAMAR ADVERTISING	3,156.00	396730	
MOWERS TRACTORS INC	179.36	396748	
CRAWFORD ELECTRIC SUPPLY COMPANY	29.20	396759	
KBTW-TV	1,460.00	396777	57,610.07**
AIRPORT IMPROVE. GRANTS			

NAME	AMOUNT	CHECK NO.	TOTAL
GARVER LLC	10,255.00	396740	10,255.00**
LIABILITY CLAIMS ACCOUNT			
RICARDO F ORTEGA AND ATTORNEY	5,000.00	396786	5,000.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	8,488.82	396703	8,488.82**
SHERIFF'S FORFEITURE FUND			
AVIALL	70.89	396571	
FALCON CREST AVIATION SUPPLY, INC.	275.08	396585	345.97**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,599.00	396528	
CLEAT	324.00	396529	
JEFFERSON CTY. TREASURER	19,240.92	396530	
RON STADTMUELLER - CHAPTER 13	1,717.50	396531	
INTERNAL REVENUE SERVICE	150.00	396532	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,160.00	396533	
JEFFERSON CTY. COMMUNITY SUP.	9,578.80	396534	
JEFFERSON CTY. TREASURER - HEALTH	411,276.83	396535	
JEFFERSON CTY. TREASURER - PAYROLL	1,579,975.60	396536	
JEFFERSON CTY. TREASURER - PAYROLL	622,136.95	396537	
MONY/MLOA	261.42	396538	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,287.51	396539	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	396540	
US DEPARTMENT OF EDUCATION	268.91	396541	
JEFFERSON CTY. TREASURER - TCDRS	591,941.12	396542	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,182.48	396543	
JEFFERSON COUNTY TREASURER	2,432.43	396544	
JEFFERSON COUNTY - TREASURER -	5,162.88	396545	
NECHES FEDERAL CREDIT UNION	63,790.50	396546	
JEFFERSON COUNTY - NATIONWIDE	51,473.23	396547	
TENNESSEE CHILD SUPPORT	115.38	396548	
NCO FINANCIAL SYSTEMS INC	122.30	396549	
SBA - U S DEPARTMENT OF TREASURY	168.49	396550	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	396551	
WILLIAM E HEITKAMP	689.00	396552	
JOHN TALTON	235.38	396553	3,382,446.78**
MARINE DIVISION			
NEDERLAND HARDWARE SUPPLY	23.62	396664	
PALMER POWER	411.20	396768	
TRADEWIND INTERNATIONAL LLC	6,462.24	396784	6,897.06**
			3,815,264.35***



# PROCLAMATION

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 Proclamation was adopted:

## PIONEERING WOMEN

WHEREAS, Pioneering Women is a grass-roots organization founded to enhance the lives of women, and its mission is to motivate, educate, activate and uplift women for the betterment of humanity; and

WHEREAS, August 7, 2014, is "Celebrating the 19<sup>th</sup> Amendment Day" commemorating the 94<sup>th</sup> Anniversary of the ratification of the 19<sup>th</sup> Amendment to the U.S. Constitution, which guarantees women the right to vote. Achieving this milestone required a lengthy and difficult struggle; and the victory took decades of agitation and protest; and

WHEREAS, this milestone is something many of us take for granted today with our busy schedules, Pioneering Women is dedicated to honoring the legacy of those past pioneers and spotlighting the contributions of present day pioneers in our community; and

WHEREAS, the "Celebrating of the 19<sup>th</sup> Amendment" honoree luncheon on August 7, 2014, will celebrate five extraordinary women for their dedication and contributions to their professions and our communities; Uliana Trylowsky, Ruby Holloway, Shelly Vitanza, JoAnn Comeaux and Connie Szuch; and

WHEREAS, Pioneering Women financially supports many non-profit organizations in the community as well as provide students of higher learning textbooks, 2<sup>nd</sup> Chances to students seeking high school equivalency with GED tests and supporting Women in Crisis.

THEREFORE, NOW BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas that in honor and recognition of the 94<sup>th</sup> Anniversary of the 19<sup>th</sup> Amendment and all women in our community living the legacy, do hereby declare August 7, 2014, as "Celebrating the 19<sup>th</sup> Amendment Day."

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

\_\_\_\_\_  
 JUDGE JEFF R. BRANICK  
 County Judge

\_\_\_\_\_  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

\_\_\_\_\_  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

\_\_\_\_\_  
 COMMISSIONER BRENT A. WEAVER  
 Precinct No. 2

\_\_\_\_\_  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4

**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*

RECEIVED<sup>307</sup>  
JUL 24 2014

July 18, 2014

The Honorable Jeff Branick  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas 77701

Dear Judge Branick,

Attached is an executed copy of the Funding Agreement for Round VIII. Please keep this for your records.

Thank you,



**Melissa Jacobsen**  
Program Specialist, THCPP  
Architecture Division  
Texas Historical Commission  
P.O. Box 12276  
Austin, Texas 78711  
(512) 463-8821  
[www.thc.state.tx.us](http://www.thc.state.tx.us)





**STATE OF TEXAS  
COUNTY OF JEFFERSON**

**FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and Jefferson County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Jefferson County for the rehabilitation and restoration of the Jefferson County Courthouse ("Property").

**ARTICLE II  
AUTHORITY**

- 2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

**ARTICLE III  
PERIOD OF THE AGREEMENT**

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission's final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County's obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

**ARTICLE IV  
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$450,000. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.

**ARTICLE V  
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

**ARTICLE VI  
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round VIII Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC. The County acknowledges that the condition of the building upon completion of the work funded through this grant may not constitute a full restoration, and the county will be responsible for any work, and the cost of such work, that may be required to enable the building to be reoccupied by the county.

## ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project ("Project Cost Estimate") is attached as Attachment "B" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

#### **ARTICLE VIII TERMINATION**

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

**ARTICLE IX  
AMENDMENTS**

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

**ARTICLE X  
NOTICES**

- 10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission  
Post Office Box 12276  
Austin, Texas 78711

County: The Honorable Jeff Branick  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas 77701

**ARTICLE XI  
SEVERABILITY**

- 11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**ARTICLE XII  
RESPONSIBILITIES OF PARTIES**

- 12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE XIII  
OWNERSHIP OF DOCUMENTS**

- 13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV  
COMPLIANCE WITH LAWS**

- 14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV  
LIMITATION OF LIABILITY**

- 15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI  
ATTACHMENTS**

- 16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

**ARTICLE XVII  
DISPUTE RESOLUTION**

- 17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

**ARTICLE XVIII  
SOLE AND ENTIRE AGREEMENT**

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

**ARTICLE XIX  
INSPECTION OF BOOKS, RECORDS, AND WORK**

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX  
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

**TEXAS HISTORICAL COMMISSION**

**JEFFERSON COUNTY**

By: *Mark Wolfe*  
Title: Exec. Dir.

By: *[Signature]*  
Title: \_\_\_\_\_

Date: 7/15/14

Date: \_\_\_\_\_

Attachment A  
Source of Funds Statement and Verification  
JEFFERSON County

**Source of Funds Statement and Verification**

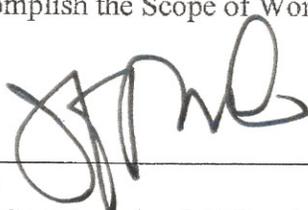
A grant award of \$450,000 was made by the Texas Historical Commission on April 30, 2014 for Round VIII of the Texas Historical Courthouse Preservation Program, 2014-15 biennium for the Preservation of the Jefferson County Courthouse as described in the Scope of Work, Attachment "C" (Project).

Therefore the source of funds for this Project shall be:

(state share) =	\$450,000*
(minimum local share to receive full grant) =	\$450,000
(estimated additional local share to achieve agreed scope)=	\$ 90,247
 Estimated total project cost =	 \$990,247

\*The state share of the project represents approximately 45% of the total project cost as stated in the Project Cost Estimate, Attachment "B". This percentage will be used for reimbursement.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C".

  
\_\_\_\_\_  
Signature  
Jefferson County Judge Jeff Branick

\_\_\_\_\_  
Date

Attachment B  
Project Cost  
Estimate

JEFFERSON COUNTY COURTHOUSE  
THC THCPP GRANT APPLICATION, ROUND 8

FEBRUARY 2014

	DESCRIPTION	QUANT.	UNITS	RATE	TOTAL
1	<b>GENERAL REQUIREMENTS</b>				
	General Conditions - see end of document				
13	<b>REPLACE FIRE ALARM SYSTEM</b>				
	Demo/New Fire Alarm Courthouse - 14 floors	120,000	SF	\$4.00	\$480,000
	Fire alarm control panels	1	EA	\$7,000.00	\$7,000
	Cut and Patch	120,000	sf	\$0.50	\$60,000
	Architectural repairs plaster etc	1	allow	\$50,000.00	\$50,000
				<b>SUB-TOTAL #1</b>	<b>\$597,000</b>
	Hazardous materials testing	1	allow	\$5,000.00	\$5,000
	Hazardous materials remediation	1	allow	\$20,000.00	\$20,000
	GENERAL CONDITIONS @ 10%. including				\$59,700
	Construction Facilities				
	Construction Supervision				
	Temporary Construction				
	Inspection and testing				
				<b>SUB-TOTAL #2</b>	<b>\$631,700</b>
				INSURANCE @ 1%	\$6,817
				GC CONTINGENCY @ 2%	\$13,634
				PERMIT - ALLOWANCE	\$10,000
				<b>SUB-TOTAL #3</b>	<b>\$712,151</b>
				BONDING @ 3%	\$21,365
	<b>ALLOWABLE CONSTRUCTION COSTS</b>			<b>SUB-TOTAL A</b>	<b>\$733,516</b>
				CONTRACTORS O.H. & PROFIT @ 10% OF SUB-TOTAL A	\$73,352
				OWNER CONTINGENCY @ 10% OF SUB-TOTAL A	\$73,352
				A/E PROFESSIONAL DESIGN FEES @ 15% OF SUB-TOTAL A	\$110,027
				<b>PROJECT TOTAL</b>	<b>\$990,246</b>

## Attachment C Scope of Work

The scope of work included in this grant is part of a larger project being developed by the Jefferson County and Bailey Architects. The larger project--Phase 5 of the Restoration of the Jefferson County Courthouse--encompasses mechanical replacement in the basement and first floor of the historic courthouse; fire sprinkler installation in the basement and first floor of the historic courthouse; fire alarm replacement of the entire courthouse complex (historic courthouse, and 1980's Annex and Jail); and wood wainscot repairs and restoration in the District and Commissioners Courtrooms.

The portion of the scope included as the scope for this grant is limited to the fire alarm replacement in the historic courthouse only. The scope consists of installing a new fire alarm system for all 14 floors of the historic courthouse. Design focuses on minimal impact to the original finishes and coordination with other existing and proposed systems. A fire alarm system was included in the Preservation Master Plan of 2007.

Removal of the existing system:

1. Demolition of existing materials: the existing fire alarm system will be removed entirely (devices, wiring, panels), with the exception of portions of conduit that can be reused.
2. Repair of existing materials: The majority of the existing devices are located on flush plaster walls, where repair will not be problematic once existing devices are removed.
3. Hazardous materials remediation: some degree of remediation may be necessary where fire alarm systems come in contact with historic finishes such as adhered ceiling tiles, AAT, or plaster, but the scope is unknown at this time.

The new fire alarm system for the historic courthouse will be as follows:

1. Three separate addresses will be created for the three buildings, with separate fire alarm control panels in each building.
2. New control panel for the historic courthouse will be provided within the courthouse (basement).
3. New addressable fire alarm system to cover all floors: basement through 14<sup>th</sup> floor.
  - a. An addressable fire alarm system with voice evacuation will be provided.
  - b. The alarm system will be non-proprietary, of a system that is locally serviceable and can be readily serviced by any qualified company.
  - c. The fire alarm system will be connected to a 24-hour UL listed manned location.
  - d. The building fire alarm system will meet ADA and TDLR requirements for pull station and visual strobes.
4. New devices:
  - a. The majority of the devices will be hard-wired, as required.
  - b. New devices will be located, as much as possible, on flush plaster surfaces, gypsum board partitions, and suspended (non-original) ceilings in order to avoid damage to other historic finishes such as marble, ornate plaster, etc., and where future repairs would be more easily accomplished.
  - c. Wireless devices will be provided for the smoke detectors only, as other wireless devices are not permitted by code.
  - d. Smoke detectors will be provided in all mechanical, electrical, and data rooms; corridors; and other areas required by the IBC.
  - e. Heat detectors will be provided in all elevator machine rooms and other areas required by the IBC.



06-25-2014

**JEFFERSON COUNTY COURTHOUSE – PHASE 5  
REVISED PROJECT SCHEDULE**
**Construction Documents and Bid**

Issue 90% Review + Pricing to County and THC	27 June 2014
County and THC Review – Final Comments due:	25 July (4 weeks)
BAI Incorporate County's + THC's comments	(2 weeks)
Consultants final	4 August 2014
Request THC Notice to Proceed with Bids	
Request THC Antiquities Permit	
Issue for Bid	8 August 2014
Advertise for Bid (2 weeks)	11 Aug – 22 Aug 2014
Bidding	(8 weeks)
Bids Due	20 October 2014
Review of Bids and Qualifications	(1 week)
BAI Contractor Recommendation to the County	27 October 2014

**Construction Phase**

Owner – Contractor Agreement	(2 weeks)
County Sign GC contract / Notice to Proceed	10 November 2014
Request THC Notice to Proceed with Construction	
Permitting (8 weeks)	10 Nov, 2014 – 2 Jan, 2015
Basement / 1 <sup>st</sup> floor move-out	(concurrent)
Contractor set-up	December 2014
Construction start	5 January 2015
Substantial Completion (to be verified by GC)	5 November 2015

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

**A RESOLUTION SUPPORTING THE EFFORTS OF JEFFERSON COUNTY  
TO EXECUTE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE**

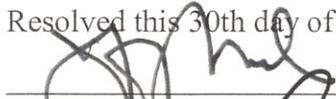
**WHEREAS**, the historic county courthouse, having served the county and its citizens since 1931 is in need of repair and upgrades; and

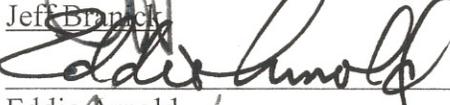
**WHEREAS**, the county submitted an application in Round VIII to the Texas Historic Courthouse Preservation Program (THCPP) seeking funding assistance for the rehabilitation/restoration work described in the Master Plan authored by Bailey Architects, dated August 2007; pertaining to portion of the work included in the Restoration of the Jefferson County Courthouse Mechanical and Safety Upgrades - Phase 5 (specifically the fire alarm replacement in the historic courthouse); and

**WHEREAS**, the proposed project has been selected to receive a THCPP grant award in the amount of \$450,000 on April 30, 2014 by the Texas Historical Commission, the state agency administering the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

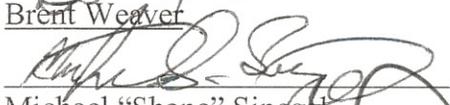
**NOW, THEREFORE, BE IT RESOLVED THAT** the Commissioners Court of Jefferson County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to preserve the Jefferson County Courthouse for future generations.

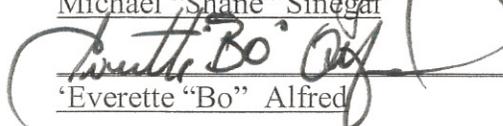
Resolved this 30th day of June, 2014.

  
\_\_\_\_\_, County Judge  
Jeff Branck

  
\_\_\_\_\_, Commissioner, Pct. 1  
Eddie Arnold

  
\_\_\_\_\_, Commissioner, Pct. 2  
Brent Weaver

  
\_\_\_\_\_, Commissioner, Pct. 3  
Michael "Shane" Sinegal

  
\_\_\_\_\_, Commissioner, Pct. 4  
'Everette "Bo" Alfred

RECEIVED  
JUL 25 2014

Texas General Land Office  
Legal Services Division – MC 158  
PO BOX 12873 / Austin, TX 78711-2873  
512.475.4308 – [Scottie.aplin@glo.texas.gov](mailto:Scottie.aplin@glo.texas.gov)

TRANSMITTAL OF DOCUMENTS – JULY 17, 2014

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Jeff Branick, County Judge  
Jefferson County  
1149 Pearl Street  
Beaumont, TX 77701

RE: GLO CONTRACT No. 11-239-000-4825, CEPRA No. 1516, AMENDMENT No. 3

Dear Honorable Branick:

Enclosed concerning the GLO document referenced above are duplicate original documents. Please have them signed where indicated by an official authorized to bind your entity, and return them **both**, directly to my attention, in the enclosed envelope. I will promptly return fully-executed signature page(s) to rejoin with your original document.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 475-4308 or by email at [scottie.aplin@glo.texas.gov](mailto:scottie.aplin@glo.texas.gov).

Best regards,

A handwritten signature in blue ink, appearing to read "Scottie C. Aplin", is written over the typed name.

Scottie C. Aplin  
Staff Attorney  
GLO Legal Services Division

enclosures



**INTERAGENCY PROJECT COOPERATION AGREEMENT**  
**GLO CONTRACT No. 11-239-000-4825**  
**CEPRA PROJECT No. 1516**  
**AMENDMENT No. 3**

STATE OF TEXAS	§	
	§	
COUNTY OF TRAVIS	§	

The **GENERAL LAND OFFICE** (the "GLO") and **JEFFERSON COUNTY, TEXAS**, the Qualified Project Partner ("QPP"), each a "Party" to and collectively "the Parties," to that certain Project Cooperation Agreement effective May 2, 2011, and denominated GLO Contract No. 11-239-000-4825 (the "Contract"), as amended, now desire to further amend the Contract.

**WHEREAS**, due to unforeseen and unavoidable delays, the Parties now desire to extend the term of the Contract; and

**WHEREAS**, this revision to the Contract will result in no additional encumbrance of funds by the Parties;

**Now, THEREFORE**, the Parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 3.01** of the Contract, **DURATION**, is hereby amended to reflect a termination date of August 31, 2015.
2. This Amendment No. 3 shall be effective as of the date signed by the last party or on September 1, 2014, whichever occurs first.
3. Except as amended and modified by this Amendment No. 3 all terms and conditions of the Contract, as amended shall remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE FOR AMENDMENT NO. 3 TO  
GLO CONTRACT NO. 11-239-000-4825  
CEPRA PROJECT NO. 1516

GENERAL LAND OFFICE

JEFFERSON COUNTY



\_\_\_\_\_  
Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

~~CS~~ LEGAL DT  
PM MAN KT  
Deputy JSY  
AGC \_\_\_\_\_  
GC WFW

**AGENDA ITEM****August 4, 2014**

Receive and file executed Chapter 381 Economic Development Incentive Agreement between Jefferson County and Gusher Falls LLC.

CHAPTER 381  
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT  
BETWEEN  
JEFFERSON COUNTY, TEXAS  
AND  
GUSHER FALLS LLC

**CHAPTER 381**

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Chapter 381 Economic Development Incentive Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2014 by and among JEFFERSON COUNTY, TEXAS ("COUNTY"), and GUSHER FALLS, LLC ("DEVELOPER").

**RECITALS**

WHEREAS, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities and counties to implement programs for the public purposes of economic development under which counties may make loans and grant public monies, etc. for the purposes of stimulating local economic development and business and commercial activity in the county, and,

WHEREAS, Section 381.004, Texas Local Government Code, authorizes the commissioners court of a county to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the county, including programs for making loans and grants of public money to promote local economic development, and,

WHEREAS, County has established a program of economic development for the purposes of creation and retention of jobs for the citizens of the County and Region, and to promote economic expansion, and,

WHEREAS, Developer desires to construct and develop a new water park and County wishes to encourage this development in the County at the Ford Park Complex, and,

NOW, THEREFORE, for the mutual consideration set out below, the parties hereto agree as follows:

1.  
**AUTHORIZATION**

COUNTY'S execution and performance of this AGREEMENT is authorized by Chapter 381.004, Texas Local Government Code, and constitutes the valid and binding obligation of the COUNTY from and after execution hereof by all parties. Developer's execution and performance of the AGREEMENT has been duly authorized and constitutes the valid and binding obligation of Gusher Falls LLC from and after execution hereof by all parties.

## RECITALS

WHEREAS, the Developer desires to develop Gusher Falls Water Park as will be more particularly described in the conceptual plan to be mutually agreed upon for the project (the "Project" as more particularly defined below), in Beaumont, Texas at the Ford Park Complex; and

WHEREAS, the Jefferson County Commissioners Court has adopted a Resolution authorizing the County to make certain economic development grants to Developer in recognition of, conditioned upon and derived from the positive economic benefits that will accrue to County through Developer's development of the water park resort together with certain public improvements for the benefit of the County, at an approximate Capital Investment by Developer of TEN MILLION ( \$10,000,000.00 ) DOLLARS, all as more particularly described herein on **EXHIBIT "A;"** and

WHEREAS, the payments to Developer under this Agreement are exclusively performance-based so that no payments will be made to Developer until and unless the water park features, as described below, are constructed and operated, which then will provide income to the County and the payments to Developer; and

WHEREAS, the County recognizes the positive economic impact that the Project will bring to the County through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue generated by the Project for the County; and

WHEREAS, in consideration of the development, construction and building of the water park, which will assist in stabilizing the existing Sales Tax Revenues and Property Tax Revenues (as defined herein) to the County and create approximately 209 full-time or part-time jobs located at the water park, the County agrees to use such funds in order to provide the Reimbursement Amount (as defined herein) to the Developer directly in the amount described in Article V of this Agreement; and

WHEREAS, to ensure that the benefits the County provides under this Agreement are utilized in a manner consistent with Article III, Section 52-a of the Texas Constitution, Chapter 381 and other law, the Developer has agreed to comply with certain conditions to the payment of those benefits;

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County, and Developer agree as follows:

## ARTICLE I REPRESENTATIONS

1.1 Representations of the County. The County hereby represents to the Developer that as of the date hereof

(A) The County is a duly created and existing body politic of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The County has the power, authority and legal right under the laws of the State of Texas and the Local Government Code of Texas to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a party or by which the County of its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the County and, constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

(D) The execution, delivery and performance of this Agreement by the County does not require the consent or approval of any person which has not been obtained.

1.2 Representations of the Developer. The Developer hereby represents to the County that as of the date hereof;

(A) The Developer is duly authorized and existing and in good standing as a Limited Liability Company under the laws of the State of Texas, and shall remain in good standing in the State of Texas during the Term of this Agreement.

(B) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or of the provisions of Developer's partnership agreement or instrument to which Developer is a party or by which it may be bound, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) The Developer agrees to evidence, no later than the date it Commences Construction of the Water Park, which evidence is subject to the administrative approval of the County or its designee(s), whose approval shall not unreasonably be withheld, commitments for sufficient funds to perform its obligations under Section 4.1 (B) herein to complete the Water Park, at such times it needs to have the funds in order to do so.

(D) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

## **ARTICLE II** **DEFINITIONS**

The recitals to this Agreement are hereby incorporated for all purposes. The terms, "Agreement," "Chapter 381," "County," "Developer," "Operator," "Project," and the following words or phrases shall have the following meanings:

2.1 "Act of Default" or "Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, performance criteria, duties, terms, conditions or warranties, as stated in this Agreement.

2.2 "Affiliate" of any specified person or company means any other person or company which, (i) directly, through one or more intermediaries, controls, or is controlled by, or (ii) is

under direct control with such specified person or company. For the purposes of this definition, "control" when used with respect to any person or company means the power to direct the management and policies of such person or company, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

2.3 "Assessed Taxable Value" means the taxable assessed ad valorem tax values set annually by the Jefferson County Appraisal District with respect to the real property, improvements included in the Water Park Project, including all improvements now or hereafter included therein, but excluding any assessed value attributable to the Property as of January 1, 2014 and excluding any assessed value attributable to inventory.

2.4 "Base Year Value" means the "Taxable Value" of all realty improvements of the Developer and/or its Affiliates, and which are located within the County as of January 1, 2014.

2.5 "Chapter 381 Payment(s)" means the amount(s) payable by County to Developer under Article V of this Agreement, to be paid from Sales Tax Revenue and Property Tax Revenue.

2.6 "Commence Construction" means (i) to commence the work of constructing the improvements or features with all approvals thereof required by applicable governmental authorities obtained as necessary; (ii) a notice to proceed has been issued to the contractor; (iii) onsite construction of the site development components (such as drainage, extensive grading or utilities) is underway and being pursued; and (iv) sufficient available funds are evidenced as required in Section 1.2 (C) herein.

2.7 "Completion" means, to any other major component or feature of the Project, to any improvement or feature as to which Commence Construction has occurred, (i) substantial completion of said particular structure in accordance with the terms of this Agreement and the plans and specifications therefor, (ii) issuance of Certificates of Occupancy for the improvements or features for which Certificates of Occupancy may be issued, and (iii) the improvement or feature is Open for Business.

2.8 "Compliance" means timely and substantially performing or meeting each and every term, requirement, obligation, performance criteria, duty, condition or warranty as stated in this Agreement.

2.9 "Continuously Operate" means any (i) seasonal operation of the Water Park in accordance with the standards of operation of comparable facilities, without interruption for any reason other than down times and (ii) possession of all personal property and inventory necessary for the full operation of the Water Park in accordance with the standard of operation of comparable facilities.

2.10 "Development Fees" means any and all fees imposed by the County upon Developer (including but not limited to Developer's affiliates, assigns, successors, related parties, contractors and subcontractors) in any way related to Developer's platting, zoning, permitting, designing, building, constructing or developing the Project, provided that "Development Fees" shall be in standard and customary amounts for projects of this nature. Development Fees shall include but not be limited to permitting/approval fees, inspection fees and supervision fees and costs of preparation of economic impact studies

2.11 "Down Times" means temporary cessation of operation of all or substantially all of a facility for, and only for, limited periods of time for the limited purpose of, and only for the limited purpose of, one or more of the following circumstances for the applicable period specified below:

(a) during the period following any fire or other casualty or condemnation or other exercise by a governmental authority of the power of eminent domain, to the extent, and only to the extent, necessary to adjust the claim and take other actions related to the repair and restoration of the facility;

(b) as a result of such commercially reasonable interruptions for repairs, remodeling or installation of new equipment as are incidental to the normal operation of the facility after notice to the County with regard thereto;

(c) during any period required by applicable law, to the extent, and only to the extent, that the necessity of compliance is not the result of Developer's failure to timely fulfill its obligations under this Agreement;

(d) in keeping with the standard hours and days of operation of comparable facilities taking into account the seasonal nature of the Project and the fact that operation of portions of the Project are subject to weather conditions; or

(e) during any period of Force Majeure or during any period Developer, Operator or any other operator of any element of the Project reasonably deems it is socially irresponsible to operate all or part of the facilities due to circumstances which are not Force Majeure but under which a socially responsible operator would temporarily curtail or cease operations, such as if a pervasive flu or other communicable illness were present or threatened; provided, however, that during the Down Times described in clauses (a) through (e) above, Developer and Operator shall (i) use their commercially reasonable efforts to minimize the disruption of such Down Time and (h) use their commercially reasonable efforts to minimize the disruption to the areas of the facility which remain open to the public, if any, and the services, aesthetic appearances and public and guest access to and in such portions of the facility.

2.12 "Eligible Property means the buildings, structures, fixed machinery and equipment, including all integral components necessary for operations, site improvements, infrastructure, and office space and related fixed improvements necessary to the operations and administration of the Water Park. During the construction phase of the Eligible Property, the Owner/Developer may make such change orders to the Eligible Property as are reasonably necessary.

2.13 "Effective Date" means the first date by which this Agreement has been signed by all of the parties hereto.

2.14 "Federal Bankruptcy Code" means Title 11, United States Code, as amended, and any successor statute.

2.15 "Fiscal Year" shall mean the twelve consecutive month period designated by the County as its fiscal year. As of the date of this Agreement, the County's fiscal year commences on October 1 and ends on the next succeeding September 30.

2.16 "Force Majeure" means any act that (a) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (b) is beyond the reasonable control of the affected Party, (c) is not due to the affected Party's negligence or willful misconduct and (d) could not be avoided by the Party who suffers it by the exercise of commercially reasonable efforts (provided that such commercially reasonable efforts shall not require such Party to expend a material amount of money to avoid the act giving rise to a Force Majeure). Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include but not be limited to: (i) natural phenomena, such as storms, floods, lightning and earthquakes; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disruption, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (v) fires; (vi) the unavailability of necessary and essential equipment and supplies; (vii) a breach by the County of this Agreement or any other actions, omissions of or delays by a Governmental Authority (including the actions of County in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach or noncompliance by the affected Party of its obligations under this Agreement or any applicable law; and (viii) failure of the other Party to perform any of its obligations under this Agreement within the time or by the date required pursuant to the terms of this Agreement for the performance thereof; provided, however, that under no circumstances shall Force Majeure include any of the following events: (A) economic hardship; (B) changes in market condition; or (C) weather conditions which could be anticipated by experienced contractors operating at the relevant location and exercising commercially reasonable business judgment.

necessary to accomplish its intended use.

2.17 "Insolvent" means failure to timely pay debts in the ordinary course of business or failure to pay all debts when and as they become due, or insolvent within the meaning of the Federal Bankruptcy Code.

2.18 "Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, deferred maintenance, property to be rented or leased and property which has a productive life of less than ten years, or any other property for which an abatement is not allowed by state law.

2.19 "Management Agreement" has the meaning assigned to such term in Article IV.

2.20 "Licensing Agreement" has the meaning assigned to such term in Article IV.

2.21 "Maximum County Commitment" shall mean the largest commitment due by the County to the Developer as determined in Article. V.

2.22 "Open for Business" means open for full-time business operations with products and/or services that are necessary for Continuous Operation of the Water Park.

2.23 "Property Tax Revenues" means County ad valorem taxes attributable to a completed water park for the Term of the Agreement and collected by the County in each Fiscal Year.

2.24 "Reimbursement Amount" shall mean the portion of the Property Tax Revenue, and Sales Tax Revenues that the County agrees to pay to the Developer during the Term of the Agreement, but limited to the maximum County Commitment as stated herein, if the Developer satisfies the conditions thereto stated in this Agreement.

2.25 "Reimbursement Account" shall mean the special account created by the County as described in Article V of this Agreement.

2.26 "Sales Tax Revenues" means all revenues, received by the County, attributable to a completed feature of the Project for the Term of the Agreement and collected by County from the imposition by of a sales and use tax at a rate of one-half percent (.5%) pursuant to Section 321.101(a) and Section 321.103, Texas Tax Code, as amended, or any successor statute; provided, however, that if County ever elects to impose a sales and use tax at a rate other than one percent, then, instead of being based on a sales and use tax at a rate of .5%, Sales Tax Revenues shall be computed on the actual sales and use tax rate imposed by the County. If the sales and use tax of the County are wholly or partially replaced by the County, then revenues from the replacement tax will be included with sales and use tax revenues received by the County to determine the Sales Tax Revenues received by the County for purposes of calculating Sales Tax Revenues under this Agreement.

2.27 "Taxable Value" means the Certified Appraisal Value, as determined by the Jefferson County Appraisal District, of all realty improvements, excluding exempt value of pollution control devices as determined by the Texas Commission on Environmental Quality, owned by Owner and located within the County.

2.28 "Water Park" means an approximately 10-20 acre water park resort that will be built as set forth herein with future phases increasing the capacity based on demonstrated demand. Elements of the Water Park include, but are not limited to, pools, children pools and play areas, and support areas such as food and beverage, dressing areas, shade structures, gift shops, admission areas and parking areas.

2.29 "Term" means the period defined in Article III of this Agreement.

**ARTICLE III**  
**TERM**

This AGREEMENT shall be enforceable upon execution by both parties (which date is herein referred to as the "Effective Date") The term of this Agreement (the "Term") will begin on the Effective Date and will terminate upon the first to occur of (a) thirty-five (35) full calendar years after the Effective Date; (b) payment in full from County to Developer of the entire County Commitment contemplated herein; or (c) termination as provided for herein.

Developer will execute a land lease between Developer and Jefferson County that will govern the terms of the lease of realty on which the water park is constructed. Said lease will provide an initial term of 35 years for \$15,000 per year with an option to renew for an additional 35 years. Lease payments will be adjusted annually based upon the rate of inflation, based upon the Consumer Price Index, but not to exceed 5% in any year. Hotel Developer and Water Park Developer will be jointly and severally liable for payment to Southeast Development Corporation or the County, of approximately \$27,000.00 for costs expended for feasibility studies and legal fees and this payment shall be due and payable on or before August 31, 2016.

**ARTICLE IV**  
**DEVELOPER REQUIREMENTS**

4.1 Construction Requirements

(A) If Developer achieves Completion of the Water Park within the time frame described below, subject to extension for Force Majeure and delay due to meeting governmental environmental compliance requirements, Developer shall receive the Chapter 381 Payments as stated herein. Should Developer fail to achieve Completion of the Water Park within this time frame Developer shall forfeit all Chapter 381 Payments and this Agreement shall terminate.

(B) Developer must Commence Construction of the Water Park no later than fifteen (15) months after the Effective Date of this Agreement, subject to extension upon approval by the County, and must reach completion of the Water Park no later than thirty-six (36) months after it Commences Construction, subject to extension upon approval by the County. Notwithstanding the foregoing, this Section 4.1 (B) is subject to whole or partial exception only if approved by Resolution of the Jefferson County Commissioners Court.

(C) The Developer shall pay, or cause third parties to pay, its engineering, planning, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, license fees, land clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts, costs of labor and material, insurance premiums, interest, carry cost, financing fees and other costs and expenses incurred in connection with the construction of Developer improvements and features in the Water Park. Developer will also pay for all costs attendant for provision of utilities, water supplies and metering for the Water Park and separate meters that will be required by the County.

(D) If requested by the County, the Developer must reasonably assist the County in the preparation of any documentation necessary to enable the County to prepare and obtain approval of any of the documents or actions required of the County to perform any of its obligations under this Agreement. The County shall not be responsible for any of such costs out of its current revenues or other sources, except in accordance with payment of Chapter 381 Payments to the Developer as provided in this Agreement.

- (E) Upon Completion of the Project and during the term of this Agreement, the Developer shall maintain the property, improvements and premises in a commercially reasonable manner, comparable to the maintenance of similar establishments, and minimize Down Times.
- (F) Developer may spend Chapter 381 Payments received as Reimbursement Amounts or in satisfaction of other City Commitment on improvements or other lawful uses only within the Project boundaries.

4.2 Operational Requirement. During the Term following Completion of the Water Park, the Water Park must be continuously operated for a period beginning on or about May 15 through on or about September 15 of each year, subject to Force Majeure. If either the Water Park, once in operation, is not continuously operated during its normal operating season in any calendar year, subject to Force Majeure, then upon written notice thereof being given to Developer by the County and the failure of Developer, within sixty (60) days after the county gives said notice to commence continuous operation of the Water Park, Developer shall not be entitled to any Chapter 381 Payments for the remainder of the Term unless Developer obtains a Variance under Section 13.15 herein.

Developer will also maintain entrance roads and parking areas at Ford Park during the construction and repair same to their condition prior to construction.

4.3 Trade name and Related Matters. Prior to when Developer Commences Construction of the Water Park, (and as a condition precedent to such being deemed to have occurred), Developer shall enter into any necessary management agreement (the "Management Agreement") and a licensing agreement (the "Licensing Agreement") with the Operator.

4.4 Licensing. The Licensing Agreement will provide that (i) Developer and its successors will have a license to use the "Gusher Falls" name in connection with the Water Park for the entire Term of this Agreement, subject to compliance with the terms and conditions of the Licensing Agreement and (ii) Developer and its successors will have the right for the entire Term of this Agreement to purchase rides that use the most current patented ride technology and trade secret technology developed by Operator or its affiliates. If, prior to the expiration of the Term of this Agreement, (i) the Licensing Agreement is terminated or expires for any reason or (ii) Developer is no longer permitted to use the "Gusher Falls" name or technology in connection with the Water Park, then upon written notice thereof being given to Developer by the County and the failure of Developer, within sixty (60) days after the County gives said notice, to re-establish its right to use the "Gusher Falls name" or technology in connection with the Water Park, Developer shall not be entitled to any Chapter 381 Payments for the remainder of the Term unless Developer obtains a Variance under Section 13.15 herein.

4.5 Management. The Management Agreement will provide that (i) Developer and Operator will include the terms " \_\_\_\_\_ " in the signage and promotional materials pertaining to the Water Park so long as the Licensing Agreement is in full force and effect and (ii) the Operator will operate the Water Park and will, among other things, provide the employees and the expertise and management required for such operation. If the Management Agreement is terminated or expires during the Term of this Agreement Developer shall engage a qualified Operator. County shall have the right to approve the replacement operator or the replacement party who does so control the operations and policies of the Operator, as applicable, provided in all events County shall exercise its approval right in a reasonable manner. If County and Developer are not able to agree on a replacement operator or a replacement control party for Operator within sixty (60) days following the recommendation of Developer or Operator, as applicable, Developer may proceed to retain the replacement operator or Operator may transfer control to the replacement control party, as applicable. A replacement operator or replacement control party for Operator shall, at a minimum, have an executive management team which controls the operations and policies of the replacement operator or be a replacement control party that includes persons who have significant experience operating water parks, amusement parks or resorts with destination water or amusement-related amenities, in each case, which water parks, amusement parks or resorts with destination water or amusement-related amenities have a capacity to service a number of visitors commensurate with prior operations of the Water Park.

4.6 Utilization of Local Contractors and Suppliers. Developer agrees to exercise reasonable efforts in utilizing local contractors and suppliers in the construction of the Project, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course

of business. For the purposes of this section, the term "local" as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 50-mile radius of Jefferson County. Developer will require its contractors to abide by the terms of this section. The Developer agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of the Developer to comply with the Local Requirement, pursuant to Article X herein. In this regard, Developer will use all reasonable efforts to advertise work sought and to identify and ensure that local vendors, suppliers and sub-contractors are given the opportunity to bid on contracts for the purchase of supplies and services in connection with the construction of the contract. Additionally, Developer will provide the County with quarterly reports detailing Developer's efforts to comply with these "local buy/local hire" requirements.

#### 4.7 Utilization of Disadvantaged Business Enterprises: Small Business Initiatives.

(A) Developer agrees to encourage and promote the utilization of (Historically Underutilized Businesses–HUB also known as Disadvantaged Business Enterprises) contractors and suppliers that are determined to be disadvantaged business enterprises, including minority business enterprises women-owned business enterprises and historically-underutilized business enterprises, in the construction of elements of the Project that are not owner-provided or owner affiliate-provided. In order to qualify as a business enterprise under this provision, the firm must be certified by the State of Texas or Federal government for qualification as such an enterprise. The Developer agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of the Developer to comply with the DBE Requirement, pursuant to Article X herein. Attached hereto as Exhibit "D" is a copy of the Minority Business Directory

Developer will utilize its best efforts to consult with the Chamber of Commerce, trade associations and other regional economic development organizations to identify local HUB/DBE vendors, suppliers and subcontractors and will notify a reasonable number of these HUB/DBE vendors, suppliers and subcontractors to allow them sufficient time for effective participation of the planned work.

Developer will negotiate in good faith with ALL local vendors, suppliers and subcontractors in awarding contracts for materials, supplies or equipment who meet all of the applicable bid specifications.

4.8 Compliance with County Standards. Developer acknowledges that, unless specifically otherwise provided in this Agreement, development of the Project must substantially comply with all applicable County codes and regulations. For any development requirements not covered in this Section or in the remainder of the Agreement, the applicable Beaumont City code and ordinance provisions shall control.

## **ARTICLE V**

### **PROJECT FINANCING AND FUNDING**

5.1 Project Financing: Reimbursement Account / Reimbursement Amount. The County hereby covenants and agrees upon the Effective Date of this Agreement to create a special account (the "Reimbursement Account") for the benefit of the Developer for the purpose of paying the Reimbursement Amount. The County shall fund the Reimbursement Account through the Term of this Agreement from the following sources and in the following manner: i) with respect to the portion of the Reimbursement Amount calculated based on the M&O portion only of the Property Tax Revenues, the County shall annually fund the Reimbursement Account from the M&O portion only of the Property Tax Revenues collected from within the Project boundaries for the Term of this Agreement; ii) with respect to the portion of the Reimbursement Amount calculated based on the Sales Tax Revenues, the County shall timely fund the Reimbursement Account in an amount equal to the Sales Tax Revenues from the Sales Tax Revenues

collected for ticket sales. The County shall establish a separate bank account for Reimbursement. This bank account shall always remain unencumbered by the County and segregated from all other funds of the County.

## **5.2 County Commitment.**

(A) Pursuant to its authority under Chapter 381, the County hereby agrees to pay the Reimbursement Amount to the Developer. It is intended by the parties that the Reimbursement Amount will be paid by the County solely out of the Reimbursement Account and used to make Chapter 381 Payments to the Developer as provided in this Agreement (the "County Commitment"). The County Commitment will commence upon Completion and will continue through and until the Reimbursement Amount has been paid. The County agrees that it will pay the Reimbursement Amount during the term of this Agreement, as an unconditional obligation of the County (but solely from the Reimbursement Account), if the Project is Commenced and Completed as required herein and to the extent to which the Project generates the Reimbursement Amount.

(B) The Parties agree that the maximum County Commitment per District shall be as stated in Section 5.3 herein, and such obligation on behalf of the City will be limited solely to the funds deposited into the Reimbursement Account pursuant to this Agreement. Upon such time as the County has paid the maximum County Commitment per District in full, the County shall have no further obligation under this Agreement for that District.

(C) Sales Tax Revenues. During the Term of this Agreement, the County shall determine semi-annually the amount of the Sales Tax Revenues attributable to the ticket sales completed during the Term of this Agreement from information provided by the State Comptroller and in cooperation with the Developer and the State Comptroller. The County and Developer agree to cooperate in any way necessary to receive information from the Comptroller necessary to determine said Sales Tax Revenue, including the filing or submittal of any forms or letters necessary to determine the incidence of local sales and use taxes. The County hereby agrees to deposit timely from available funds in the County's General Fund the Sales Tax Revenues portion of the County Commitment for the Project in the percentages stated in Section 5.3 herein into the Reimbursement Account, and hereby pledges such fund to the payment of the County Commitment as provided herein. The County designates this Agreement as a Revenue Sharing Agreement, thereby entitling the County to request sales tax information from the Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Unless determined otherwise by the Texas Attorney General in writing, any information received relating to the County Sales Tax Revenue shall be considered confidential proprietary financial information not subject to immediate release to the public. The County shall seek a written opinion from the Texas Attorney General, raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act.

(D) Property Tax Revenues. During the Term of this Agreement, the County shall determine annually the amount of the Property Tax Revenues received by the County and attributable to completed features within the Project boundaries in cooperation with the Developer. The County hereby agrees to deposit into the Reimbursement Account annually from available funds in the County's General Fund an amount equal to the Property Tax Revenues for the Project in the percentages stated in Section 5.3 herein, and hereby pledges such fund to the payment of the County Commitment as provided herein. The County shall maintain complete books and records showing deposits to and disbursements from the Reimbursement Account, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas counties. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made

not less than five (5) business days prior to the date of such examination. The County shall maintain such books and records throughout the term of this Agreement and store the same for four years thereafter.

### 5.3 Reimbursement Amounts to be Paid by County to Developer.

(A) Sales Tax Revenues: Developer shall provide the County a semi-annual report, no later than March 1 and September 1 of each year, stating Developer's sales figures attributable to the Project. Within Sixty (60) days of receiving written request from Developer, accompanied by all reasonable supporting documentation from Developer that it has fully complied with its performance requirements, subject to the satisfaction of Developer's Commitments under Article IV herein and Developer's timely and substantial compliance with all applicable terms and conditions contained in this Agreement, County shall pay to Developer the applicable Chapter 381 Payments attributable to the Water Park based on the percentages stated below for the applicable Tax Revenues collected by County on the completed features of the Water Park, subject to the limitations set forth herein.

(B) Property Tax Revenues: Developer shall provide the County an annual paid property tax bill, no later than March 1 of each year, stating Developer's figures attributable to the completed features of each District within the Project boundaries and the corresponding amount of Property Tax Revenues. Within Sixty (60) days of receiving written request from Developer, accompanied by all reasonable supporting documentation from Developer that it has fully complied with its performance requirements, subject to the satisfaction of Developer's Commitments under Article IV herein and Developer's timely and substantial compliance with all applicable terms and conditions contained in this Agreement, County shall pay to Developer the applicable Chapter 381 Payments attributable to the completed features of each District within the Project boundaries based on the percentages stated below for the applicable Tax Revenues collected by County on the completed features of each District, subject to the limitations set forth herein.

### Water Park Payments:

Sales Tax: 100% of Sales Tax receipts of the County for the ticket sales for Water Park for 10 years

Real Property Tax: 100% for a period of 10 years beginning in fiscal year 2014 or upon termination of this Agreement, whichever occurs sooner, for the Water Park as shown on **EXHIBIT "1,"** attached hereto.

The County consents to Developer's application for establishment of an Enterprise Zone, pursuant to Chapter 2303, Texas Government Code, Texas Enterprise Act, for providing employment of approximately 209 full-time or part-time jobs for the Water Park and the County will assist in the nomination and creation of this Enterprise Zone to accommodate employment provided for in the Act.

5.4 Maintenance of Project Infrastructure. For no less than the Term of this Agreement, it shall be Developer's sole responsibility to provide proper and timely maintenance of all infrastructure in the Water Park other than paved streets and associated curb and gutters and utility related infrastructure accepted by or typically owned and maintained by the County within the Water Park, in accordance with standard County policy, including but not limited to public water, wastewater, storm water, and gas infrastructure located within the street right of way or other public easement, (collectively, "County Infrastructure") and serving the Project.

## ARTICLE VI

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**ARTICLE VII**  
**COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES**  
**OF DEVELOPER**

If the Developer shall have made any false or substantially misleading statement herein or failed to timely and fully perform as required in this Agreement, such shall be an Act of Default by Developer, subject to Section 11.1 herein. Failure to comply with any one covenant or warranty shall constitute an Act of Default by Developer, subject to Section 11.1 herein. Developer, as of the Effective Date, makes the following covenants and warranties to County, and agrees to timely and fully perform the following obligations and duties.

7.1 Litigation. No litigation or governmental proceeding is pending or, to the knowledge of Developer, is threatened against or affecting Developer, or the Property that may result in any material adverse change in Developer's or business, properties or operation.

7.2 Untrue Statements. To the best of its knowledge, no certificate or statement delivered by Developer to County in connection herewith, or in connection with any transaction contemplated hereby, contains any untrue statement or fails to state any fact necessary to keep the statements contained therein from being misleading except those which have been replaced by subsequent certificates or statements heretofore given to the County in substitution.

7.3 Bankruptcy. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings.

7.4 Licenses and Authority. To the best of their knowledge, Developer has acquired and maintained all necessary rights, licenses, permits and authority to carry business in Beaumont, Texas, and will continue to use commercially reasonable efforts to maintain all necessary rights, licenses, permits and authority.

7.5 Payment of Taxes. Developer shall timely pay all taxes due and owing by it to all taxing authorities having jurisdiction. In addition, Developer shall timely pay all employment, income, franchise, and all other taxes hereafter to become due and owing by it, respectively, to all local, state, and federal entities subject, however to their right to contest the same in a lawful manner.

7.6 Timely Commencement; Continuous Operations. Developer acknowledges and agrees that if it fails to Commence Construction of the Gusher Falls Water Park and pursue its Completion within the time periods herein provided, the County has the right to terminate this Agreement as herein provided.

7.7 Management Changes. Developer shall notify County in writing of any substantial changes in management of Developer within seven (7) days after Developer's knowledge thereof. Substantial changes mean changes in Chairman of the Board, President, or Chief Executive Officer.

7.8 Ownership Changes. Developer shall notify County in writing of any changes in ownership of any part of the Project or of Developer within seven (7) days after Developer's knowledge thereof.

7.9 Succession of Ownership. No change of ownership or management of any part of the Project and/or a change of ownership or management of Developer shall abate, waive, terminate or in any way relieve Developer of its obligations herein.

7.10 Non-discrimination. Developer agrees that, as to all of the programs and activities arising out of this Agreement, it will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

7.11 Lessee/Owner Lists. Upon County's written request, Developer shall provide to County in writing lists of all Project tenants or other persons making sales or purchases of taxable items or real property in the Water Park. Developer will periodically and timely notify County of changes to the Lessee/Owner List. For the Water Park, the Lessee/Owner List shall include Developer. Developer is responsible as herein provided for supplying to County such identifying information for each person on the Lessee/Owner List as is required by the Comptroller to issue their sales tax area reports. 7.12 Sales Tax Reports. If the sales tax area reports described herein are unavailable or otherwise inadequate to allow computation of the Sales Tax Revenue, Developer shall timely acquire from each tenant a waiver of confidentiality or other document required or approved by the Texas Comptroller that allows County to review individual tenants' reported sales tax information on a semi-annual basis throughout the Term of this Agreement as necessary to compute the Sales Tax Revenue.

7.13 Employment of Undocumented Workers. The Developer does not and agrees that it will not to its actual knowledge employ an undocumented worker. If, after receiving Chapter 380 Payments, Developer is convicted of a violation under 8 U.S.C. Section 1324a(f), the convicted Developer shall repay the Chapter 381 Payments at the rate and according to the terms as specified by County Ordinance, as amended, not later than the 120<sup>th</sup> day after final judgment of conviction.

## **ARTICLE VIII**

### **SUSPENSIONS/TERMINATION**

Subject to the terms of Article V herein, County under the following circumstances, and at its sole discretion, may temporarily suspend making Chapter 381 Payments under this Agreement and/or terminate this Agreement, without liability to Developer, and all future payment obligations shall automatically cease upon anyone of the following events:

8.1 Receiver. The appointment of a receiver for Developer, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

8.2 Bankruptcy. The adjudication of Developer as a bankrupt.

8.3 Bankruptcy Petition. The filing by Developer of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

8.4 Failure to Comply with Audit Requirements. The failure of Developer to reasonably cooperate with the County in the monitoring process described in Article IX below.

## **ARTICLE IX**

### **REPORTING AND AUDITING**

9.1 Audit by the County. The County may audit Developer's records to determine its compliance with the terms of this Agreement. This audit will be done by the County on an annual basis in March of each year. During the monitoring process, the County will make maximum use of any State submissions for the determination of Reimbursement Amount Developer and Operator shall provide the County an annual report, no later than March 1 of each year, stating Developer's and Operator's occupancy and sales figures attributable to the completed features of the Water Park within the Project boundaries and the corresponding amount of Sales Tax and Property Tax paid to the County by Developer.

9.2 Access to Records / Right to Audit. Developer during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to each of the economic development considerations and incentives and performance requirements, as stated in this Agreement, but the confidentiality of such records and information shall be maintained by County unless disclosure of such records and information

shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

## ARTICLE X

### DEFAULT

10.1 Default. Subject to Force Majeure and any consent given under Section 10.2 or Variance granted under Section 12.14, should Developer fail to timely, fully and substantially keep or perform any one or more of the covenants or warranties made by Developer in this Agreement (but excluding achieving satisfaction of any condition to the Developer's right to receive Chapter 380 Payments under this Agreement), such failure to perform shall be an Act of Default by Developer and, if not cured and corrected within sixty (60) days after written notice to do so or by express waiver by the Jefferson County Commissioners Court, County may terminate this Agreement and cease making any further Chapter 381 payments which have not been earned by performance by Developer theretofore. Developer shall be liable to County for any actual damages sustained by the County as a result of said Act of Default by Developer under this Agreement, subject to the provisions of Section 13.17.

10.2 Consent and Excuse. In the event of unforeseeable third party delays which are not Force Majeure and upon a reasonable showing by Developer that it has immediately and in good faith commenced and is diligently and continuously pursuing the correction, removal or abatement of such delays by using commercially reasonable efforts, the Jefferson County Commissioners Court may consent to and excuse any such delays, which consent and excuse shall not be unreasonably withheld.

10.3 County Delay. Any delay for any amount of time by County in providing notice of Default to Developer or Operator hereunder, shall in no event be deemed or constitute a waiver of such Default by County of any of its rights and remedies available in law or in equity.

10.4 County Waiver. Any waiver granted by County to Developer or Operator of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Developer or of a subsequent Act of Default of the same act or event by Developer.

## ARTICLE XI

### COUNTY'S LIABILITY LIMITATIONS

Should County fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be an Act of Default by County and County shall have sixty (60) days to cure and remove the Default after receipt of written notice to do so from Developer or Operator.

#### Indemnity:

11.1 Developer agrees to defend, indemnify and hold harmless County, including its employees, agents and representatives (collectively indemnities), from and against any claim, demand, cause of action, liability, loss or expense arising from injury, death or from damage to or loss of property to the extent arising directly or indirectly or out of any acts or omissions of Developer, its contractors or subcontractors. Developer's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Indemnities or arising from use by Developer of construction equipment, tools, signs or facilities furnish to Developer by Indemnities.

11.2 Developer's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Indemnities for legal action to enforce Developer's indemnity obligations. Developer's duty to defend Indemnities shall be independent and in addition to the duty to indemnify and hold harmless, such that Developer shall not be entitled to reimbursement from Indemnities for defense costs and attorneys' fees incurred in defending Indemnities, even in the event that a claim proves to lack merit. This indemnification obligation shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by Developer or any of its contractors or subcontractors under Workers' Compensation acts, disability acts or other employee benefits. In the event Developer is obligated to defend County, Developer shall provide competent counsel for such defense within ten (10) calendar days of County's request for defense. In the event Developer does not provide counsel within such time period, then County may appoint its own counsel, which will be for Developer's account until Developer substitutes counsel of its choice.

11.3 In the event that the indemnity provisions in this Contract are contrary to the law governing this Contract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by applicable law.

**Insurance:**

11.4 Developer shall, at its sole cost, require its contractors and subcontractors of all tiers to, obtain and maintain in force for the duration of the Contract insurance of the following types, with limits customary for enterprises similar to the Project. not less than those set forth below for: 1) all Developer's work, both on and off work site, and 2) all contractors and subcontractors work on and off the worksite.

11.5 In the event that the indemnity provisions in this Contract are contrary to the law governing this Contract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by applicable law.

11.6 Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the State of Texas. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

11.7 Commercial General Liability Insurance with a minimum combined single limit of liability with limits customary for enterprises similar to the Project. of \$ 1,000,000\_\_\_\_\_ each occurrence for bodily injury and property damage; with a minimum of liability of \$ \_\_\_\_\_ each person for personal and advertising injury liability. The policy shall be endorsed to name County, including its respective agents and representatives as additional insured with coverage identical to those provided in this section with the County named as an additional insured.

11.8 Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$ 1,000,000\_\_\_\_\_ per occurrence with County named as an additional insured..

11.9 If Developer will utilize tools or equipment in the performance of its services under the Contract, Equipment Floater Insurance (Tools and Equipment Insurance) covering physical damage to or loss of all major tools and equipment, construction office trailers and vehicles shall be obtained.

11.10 All insurance provided by Developer under this Section 13.15 shall include a waiver of subrogation by the insurers in favor of County. Developer hereby releases County, including their employees, agents and representatives for losses or claims for bodily injury, property damage or other insured claims, REGARDLESS OF THE CAUSE INCLUDING NEGLIGENCE OF COUNTY, arising out of Developer's performance under the Contract.

11.11 Certificates of Insurance satisfactory in form to County shall be supplied to County evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to County prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide with its certificate of insurance executed copies of the additional insured endorsements and dedicated limits endorsements required in this Article 13.15.

11.12 Additional Insured: Developer will add County to its Comprehensive General Liability Insurance Policy as an additional insured to be given the same liability insurance coverage as Developer. Developer shall also provide with its certificate of insurance executed copies of the additional insured endorsements.

**11.13 DEVELOPER'S INDEMNITY OBLIGATIONS SHALL APPLY REGARDLESS OF WHETHER THE PARTY TO BE INDEMNIFIED WAS CONCURRENTLY NEGLIGENT, WHETHER ACTIVELY OR PASSIVELY, EXCEPTION ONLY WHERE THE INJURY, LOSS OR DAMAGE WAS CAUSED SOLELY BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF, OR BY DEFECTS IN DESIGN FURNISHED BY, THE PARTY TO BE INDEMNIFIED.** Developer's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Indemnitees for legal action to enforce Developer's indemnity obligations.

Developer's duty to defend Indemnitees shall be independent and in addition to the duty to indemnify and hold harmless, such that Developer shall not be entitled to reimbursement from Indemnitees for defense costs and attorneys' fees incurred in defending Indemnitees, even in the event that a claim proves to lack merit. This indemnification obligation shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by Developer or any of its contractors or subcontractors under Workers' Compensation acts, disability acts or other employee benefits. In the event Developer is obligation to defense County, Developer shall provide competent counsel for such defense within ten (10) calendar days of County's request for defense. In the event Developer does not provide counsel within such time period, then County may appoint its own counsel, which will be for Developer's account until Developer substitutes counsel of its choice.

11.14 In the event that the indemnity provisions in this Contract are contrary to the law governing this Contract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by applicable law.

11.15 With respect to claims by employees of Developer, its Contractors or its subcontractors, the Indemnity obligations created under this Article 13.11 shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Developer, its contractors or subcontractors or suppliers under any workers' compensation, disability benefits, or other employee benefits acts or regulations.

**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

12.1 Permitting. Subject to Developer's complying with all applicable laws, County agrees to cooperate with Developer to expeditiously process permits, including plat applications, site plan applications, building permit applications, building and construction inspections required for the Project to be in a state of Completion. Developer will substantially comply with all federal, state and county laws and regulations that apply to the construction and operation of the Water Park.

12.2 Attorneys' Fees. If any legal action or proceeding is commenced between County and Developer or Operator based on this Agreement, the prevailing party in the legal action will be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

12.3 Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

12.4 Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of the Commissioners Court of Jefferson County, which approval will not be unreasonably withheld or delayed. The County agrees, however, that the Developer may assign all or part of its rights and obligations under this Agreement to any entity affiliated with the Developer by reason of controlling, being controlled by, or being under common control with the Developer; to a subsequent Developer of all or any part of the Project; to a tenant in the Project or to a third party lender, real estate investment trust, or investor advancing funds for the acquisition of all or any part of the Property or for the construction or operation of the Project. The County expressly consents to any assignment described in the preceding sentence, and agrees that no further consent of County to such an assignment will be required. The Developer agrees to provide County with written notice of any such assignment.

12.5 Termination. If Developer elects not to proceed with the development of a Gusher Falls Water Park as contemplated by this Agreement, Developer will notify County in writing, and this Agreement and the obligations of both parties will be deemed terminated and of no further force or effect as of the date of such notice. Additionally, at any time during the Term following the Completion of the Gusher Falls Water Park, the Developer may elect to terminate this Agreement as to any or all parts of the Project which have not been completed and placed in service, by giving the County written notice thereof specifying the part or parts of the Project to which the notice of termination relates. Following the giving of said notice, this Agreement shall terminate and be of no further force or effect as to the part or parts of the Project designated in said notice of termination and all parties shall be fully released of any further obligations under this Agreement relating to said designated part or parts of the Project.

12.6 Notice. Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the party, or an agent of the party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective three (3) days after deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties will, until changed as provided below, be as follows: Developer:

Pate Development.  
Attention: Britt Pate  
550 North 159<sup>th</sup> Street East,  
Suite 204

Wichita, Kansas 67230  
Phone: 316-210-5058

with a copy to:

David G. Crockett  
Crockett & Gilhousen  
1005 N. Market Street  
Wichita, Kansas 67214  
Phone: 316-263-9662

And an additional copy to:

ZJZ Hospitality  
P.O. Box 61178  
Corpus Christi, Texas 78466  
Phone: 361-855-1549  
Fax: 366-565-2143

County: County Judge  
1149 Pearl St. Fourth Floor  
Beaumont, Texas 77701  
409-835-8466  
Fax: 409-839-2311

with a copy to:

Fred Jackson  
1149 Pearl Street. Fourth Floor  
Beaumont, TX 77701  
409-835-8466  
Fax: 409-839-2311

County Attorney :  
District Attorney's Office  
Kathleen Kennedy  
1085 Pearl Street  
Beaumont, Texas 77701  
Ph. 409-835-8550

Any party may designate a different address at any time by giving Notice to the other party.

12.7 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

12.8 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither County, nor its past, present or future officers, elected officials, employees or agents, assume any responsibility or

liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

12.9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and it is also the intention of the parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12.10 Paragraph Headings, Etc. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

12.11 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

12.12 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

12.13 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit "A:" Gusher Falls Project Description

Exhibit "B:" Type A Corporation Business Incentive Agreement

Exhibit "C:" Project Boundaries: Field Notes/Metes and Bounds

Exhibit "D:" TRZ Boundary Map

12.14 Variances. The Jefferson County Commissioners Court, in its sole discretion, may grant and approve variances to Developer or Operator from the performance criteria and development standards described herein upon application in writing therefore by Developer on behalf of itself or the Operator.

12.15 Balance Owed under the Agreement. The total amount of money awarded in an adjudication brought against City for breach of this Agreement is limited to the following: (i) the balance then due and owed by City under the Agreement plus any balance which may become due by City during the remaining term of the Agreement, including any amendments thereto; (ii) interest as allowed by law; and (iii) attorney's fees as allowed by law.

12.16 Damages not included. Damages awarded in an adjudication brought against County or Developer arising under the Agreement, including any amendments thereto, may not include: (i) consequential damages, except as expressly allowed under Section 12.16; (ii) exemplary damages; or (iii) damages for unabsorbed home office overhead.

### **ARTICLE XIII** **GENERAL TERMS**

13.1 Entire Agreement. This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written, previous and contemporary, agreements between the parties relating to matters in this agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

13.2 Law. This Agreement is subject to all legal requirements in Jefferson County, Texas Regulations and Resolutions and all other applicable County, State and Federal laws, and Developer agrees that it will promptly

and substantially comply with all such applicable laws, regulations, orders and rules of the State, City and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

13.3 Venue. Venue for any legal action related to this Agreement is in Jefferson County, Texas.

13.4 Confidential. County, its officers and employees, and its agents or contractors retained to perform economic development services for County, shall treat as confidential the financial statements and information together with any proprietary information delivered by Developer, Operator or their respective representatives to City and its representatives and shall not release such information to the public, unless required by law or court order. County shall immediately notify Developer of requests or court orders to release such information. 13.5 Exhibits. Exhibits "A" through "D" attached hereto are made a part of this Agreement for all purposes as if they were set forth herein in their entirety.

[Remainder of page intentionally left blank]

EXECUTED to be effective as of this 29 day of July, 2014

**Gusher Falls LLC**

By: [Signature]

Signed on this 24 day of July, 2014

**Jefferson County, Texas**

By: [Signature]  
Jeff H. Branick, County Judge

Signed on this 21 day of July, 2014

ATTEST:

[Signature]  
County Clerk



WATER PARK

**FAUST Engineering and Surveying, Inc.**

Professional Engineers and Professional Surveyors  
 E-MAIL ADDRESS INFO@FAUSTENG.COM  
 2525 Calder Street  
 Beaumont, Texas 77702  
 Surveying Firm Registration No. 100024-00  
 Engineering Firm Registration No. 4800

Telephone (409) 813-3410  
 Fax (409) 813-3484

**FIELD NOTE DESCRIPTION  
 FOR A  
 13.22 ACRE TRACT  
 OUT OF THE  
 SAMUEL STIVERS SURVEY, ABSTRACT 51  
 JEFFERSON COUNTY, TEXAS**

*May 27, 2013*

THAT certain 13.22 acre tract out of the Samuel Stivers Survey, Abstract 51, Jefferson County, Texas, and being out of a called 12.316 acre tract (Tract Two) described in a conveyance to Jefferson County recorded in Clerk's File No. 2000004839 of the Jefferson County Real Property Records, Jefferson County, Texas, and a called 171.163 acre tract conveyed to Jefferson County as described in Clerk's File No. 2000004838 of the Jefferson County Real Property Records, Jefferson County, Texas; said 13.22 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" rebar found for the southerly corner of Access Easement No. Three described in Clerk's File No. 2000004839 of the Jefferson County Real Property Records, Jefferson County, Texas, and being an interior angle point on the north line of the said 12.316 acre tract; said rebar being the northerly corner of the herein described tract;

THENCE South 50°58'27" East being an extension of the south line of the said Access Easement, a distance of 539.08 feet to a ½" rebar set and capped "FAUST" for the most easterly corner of herein described tract;

THENCE South 39°02'20" West, a distance of 184.45 feet to a ½" rebar set and capped "FAUST" for an angle point on the east line of the herein described tract;

THENCE with a curve to the left having a radius of 470.00 feet, a chord of South 55°06'06" West, 260.09 feet, a distance along the curve of 263.53 feet to a ½" rebar set and capped "FAUST" for an angle point on the east line of the herein described tract;

THENCE with a curve to the right having a radius of 530.00 feet, a chord of South 46°28'27" West, 442.77 feet, a distance along the curve of 456.78 feet to

## Field Note Description

a ½" rebar set and capped "FAUST" for an angle point on the east line of the herein described tract;

THENCE South 21°47'02" West, a distance of 224.14 feet to a ½" rebar set and capped "FAUST" on the north line of Willow Marsh Bayou Drainage ROW described as Tract 5 in Volume 1584, Page 250 of the Jefferson County Deed Records, Jefferson County, Texas; said rebar being the southeast corner of the herein described tract;

THENCE North 68°02'53" West (called North 65°30'00" West) along the north line of the said Marsh Willow Bayou Drainage ROW, a distance of 83.46 feet to a ½" rebar set and capped "FAUST" for an angle point on the south line of the herein described tract;

THENCE North 75°13'53" West (called North 72°41'00" West) along the north line of the said Marsh Willow Bayou Drainage ROW, a distance of 434.65 feet to a ½" rebar set and capped "FAUST" for an angle point of the herein described tract;

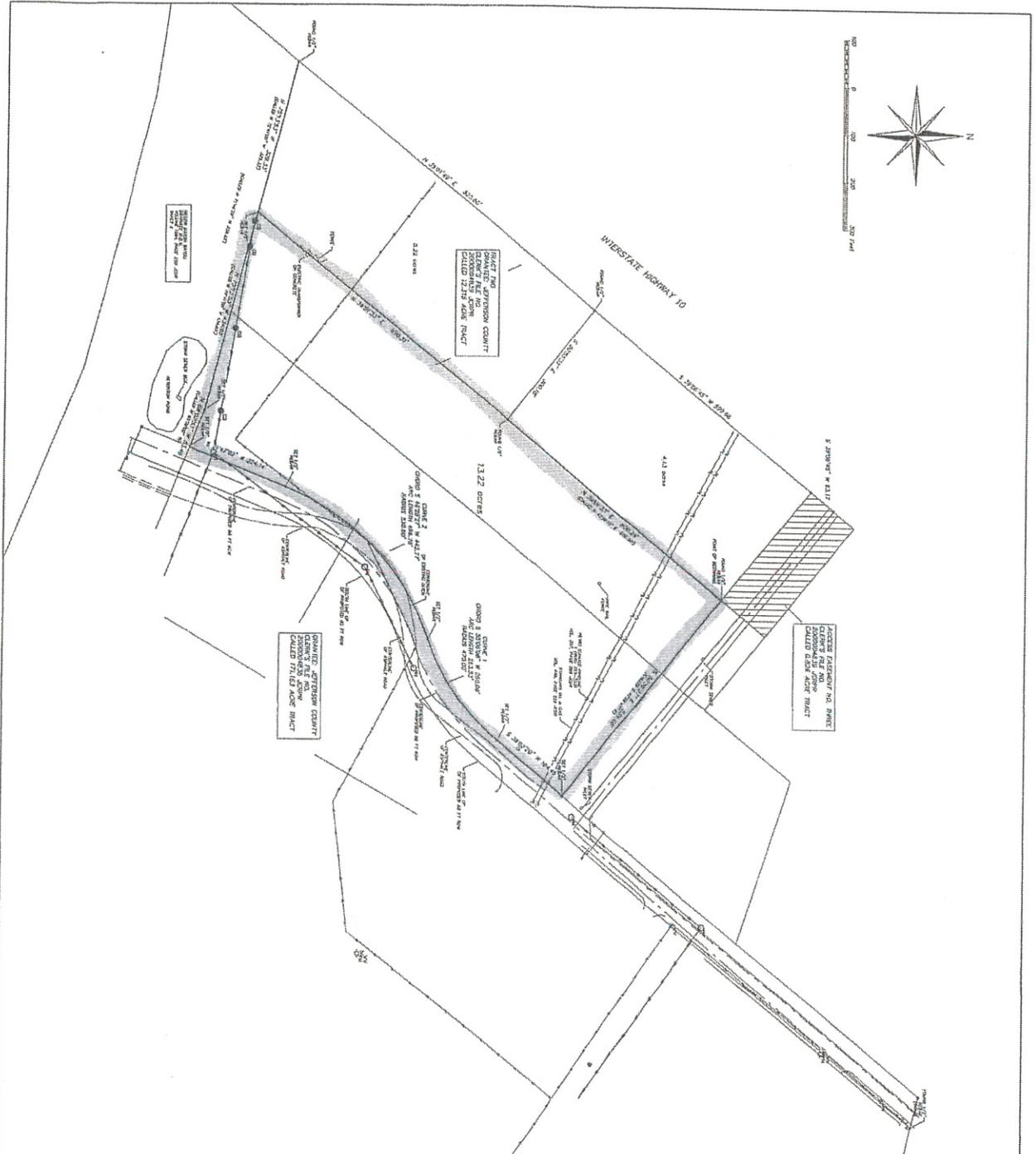
THENCE North 39°01'33" East, a distance of 690.31 feet to a ½" rebar found for an angle point in the north line of the said 12.316 acre tract and a point on the north line of the herein described tract;

THENCE North 39°01'33" East (called North 42°30'15" East) along the north line of the said 12.316 acre tract, a distance of 600.24 feet (called 600.00 feet) to the POINT OF BEGINNING and containing 13.22 acres of land, more or less.

This description and the accompanying plat were prepared from a Land Title Survey performed under the supervision of Richard F. Faust, P.E., Registered Professional Land Surveyor No. 4782 on October 20, 2012 and revised May 27, 2013.

PRELIMINARY NOT FOR RECORDING

Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782



- NOTES:**
1. UTILITIES SHOWN ARE BASED ON MAPS PROVIDED BY THE UTILITY OWNER AND ABOVE GROUND EVIDENCE.
  2. BOUNDARY INFORMATION BASED ON INFORMATION PROVIDED BY THE JEFFERSON COUNTY ENGINEERING OFFICE AND SITE PLAN A100 PROVIDED BY LONG MAGNUSON ARCHITECTS, INC.
  3. LEGAL DESCRIPTION WAS NOT PROVIDED AS OF THE DATE OF THIS SURVEY.
  4. BASED ON MAPS PROVIDED BY THE CITY OF BEAUMONT, THE WATER LINE IS AN 8" LINE AND THE SEWER LINE IS AN 8" LINE.
  5. UNLESS OTHERWISE NOTED, ALL CORNERS NOT IDENTIFIED ARE 1/2" REAR ROUNDS WITH A "FAUST" CAP.

**STATEMENT OF WORK**

CLIENT: [Redacted]

PROJECT: [Redacted]

DATE: [Redacted]

**FAUST ENGINEERING & SURVEYING**

10000 Highway 101, Suite 100, Houston, TX 77055  
 Phone: 281-485-1111  
 Fax: 281-485-1112  
 Website: www.faust-engineering.com

NO.	ISSUED FOR	DATE
1	CLIENT	08/05/10
2	REV FOR 60 FT REV	06/27/13

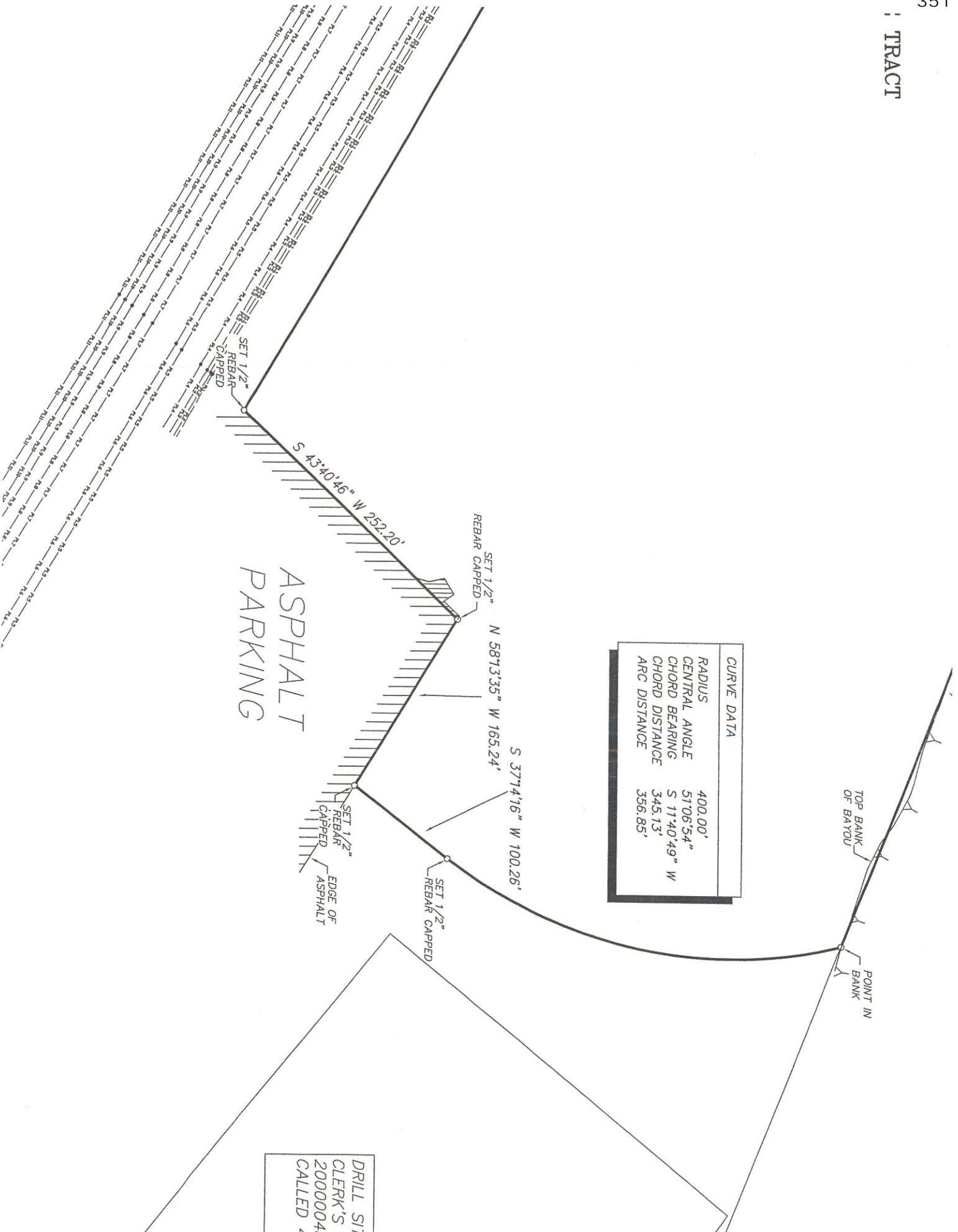
FORD PARK



**FAUST ENGINEERING & SURVEYING**

10000 Highway 101, Suite 100, Houston, TX 77055  
 Phone: 281-485-1111  
 Fax: 281-485-1112  
 Website: www.faust-engineering.com

: TRACT



CURVE DATA	
RADIUS	400.00'
CENTRAL ANGLE	51°06'54" W
CHORD BEARING	S 11°40'49" W
CHORD DISTANCE	345.13'
ARC DISTANCE	356.85'

DRILL SITE  
 CLERK'S FILE  
 2000004838  
 CALLED 4 AD

**AGENDA ITEM****August 4, 2014**

Receive and file executed Chapter 381 Economic Development Incentive Agreement between Jefferson County and Pate Development LLC.

**AGENDA ITEM****June 23, 2014**

Consider, possibly approve and authorize the County Judge to execute an Economic Development Incentive Agreement, pursuant to Sec. 381.004, Texas Local Government Code, between Jefferson County, Texas and Pate Development LLC. (For construction of a hotel and convention center at Ford Park.)

CHAPTER 381  
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT  
BETWEEN  
JEFFERSON COUNTY, TEXAS  
AND  
PATE DEVELOPMENT LLC

## CHAPTER 381

### ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Chapter 381 Economic Development Incentive Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2014 by and among JEFFERSON COUNTY, TEXAS ("COUNTY"), and Pate Development LLC, ("Developer").

#### RECITALS

WHEREAS, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities and counties to implement programs for the public purposes of economic development under which counties may make loans and grant public monies, etc. for the purposes of stimulating local economic development and business and commercial activity in the county, and,

WHEREAS, Section 381.004, Texas Local Government Code, authorizes the commissioners court of a county to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the county, including programs for making loans and grants of public money to promote local economic development, and,

WHEREAS, County has established a program of economic development for the purposes of creation and retention of jobs for the citizens of the County and Region, and to promote economic expansion, and,

WHEREAS, Developer desires to construct and develop a new convention hotel and the County wishes to encourage this development in the County at the Ford Park Complex, and,

NOW, THEREFORE, for the mutual consideration set out below, the parties hereto agree as follows:

#### 1. AUTHORIZATION

COUNTY'S execution and performance of this AGREEMENT is authorized by Chapter 381.004, Texas Local Government Code, and constitutes the valid and binding obligation of the COUNTY from and after execution hereof by all parties. Developer's execution and performance of the AGREEMENT has been duly authorized and constitutes the valid and binding obligation of Developer from and after execution hereof by all parties.

## RECITALS

WHEREAS, the Developer desires to construct and develop an approximately 200 room Embassy Suites Convention Hotel, to include at least 3,000 square feet of convention space, and Developer will refresh at least 8,000 Square feet of conference space within Ford Park facilities as more particularly described in the conceptual plan for the project attached hereto as Exhibit "A" (the "Project" as more particularly defined below), in Beaumont, Texas; and

WHEREAS, the Jefferson County Commissioners Court has adopted an Economic Development Plan authorizing County to make certain economic development grants to Developer in recognition of, conditioned upon and derived from the positive economic benefits that will accrue to County through Developer's development of a convention hotel project together with certain public improvements for the benefit of County, at an approximate Capital Investment by Developer of \$35,000,000 total in the Hotel and Water Park, all as more particularly described herein on EXHIBIT "A;" and

WHEREAS, the payments to Developer under this Agreement are exclusively performance-based so that no payments will be made to Developer until and unless the convention hotel or features within the project area, as described below, are constructed and operated, resulting in tax revenues from the completed convention hotel which then will provide income to the County and the payments to Developer, described herein; and

WHEREAS, Developer will construct the convention hotel and parking lot on that on that parcel of land more particularly described herein and in the field notes and metes and bounds attached hereto as EXHIBIT "B."

WHEREAS, Developer and County will execute a land lease agreement for an initial term of 35 years, and Developer shall have the option to renew the land lease agreement for an additional 35 years; and

WHEREAS, Developer shall pay lease payments to the County as follows: \$25,000.00 on the first \$250,000 of the hotel's net income, and an additional \$25,000 per year for each year the hotel's net income exceeds \$500,000.00 Each such annual payments shall be adjusted by the percentage equal to the percentage increase in the rate of inflation, provided that no such annual increase shall exceed five percent (5%) based upon the Consumer Price Index. Lease payments will be paid to the County annually at the close of each lease year and the first such payment will be due and payable on the first anniversary after the hotel/convention center opens for business and each subsequent payment will be due and payable on that day of each subsequent year for the term of the lease; and

WHEREAS, the County recognizes the positive economic impact that the Project will bring to the County through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue generated by the Project for the County; and

WHEREAS, in consideration of the development, construction and building of the convention hotel, which will assist in enhancing the existing Sales Tax Revenues, Property Tax Revenues and Hotel Occupancy Tax Revenues and (as defined herein) to the County and create approximately 40 full- time and 30 part- time jobs located at the convention hotel, the County agrees to use such funds in order to provide the Reimbursement Amount (as defined herein) to the Developer directly in the amount described in Article V of this Agreement; and

WHEREAS, to ensure that the benefits the County provides under this Agreement are utilized in a manner consistent with Article III, Section 52-a of the Texas Constitution, Chapter 381 and other law, the Developer has agreed to comply with certain conditions to the payment of those benefits;

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County, and Developer agree as follows:

## ARTICLE I REPRESENTATIONS

1.1 Representations of the County. The County hereby represents to the Developer that as of the date hereof:

(A) The County is a duly created and existing body politic of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement. The County has the power, authority and legal right under the laws of the State of Texas and the Local Government Code of Texas to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a party or by which the County of its assets may be bound or affected.

(B) This Agreement has been duly authorized, executed and delivered by the County and, constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

(C) The execution, delivery and performance of this Agreement by the County do not require the consent or approval of any person which has not been obtained.

1.2 Representations of the Developer. The Developer hereby represents to the County that as of the date hereof;

(A) The Developer and any assignee shall be a limited liability company or corporation duly authorized and existing and in good standing as partnership/corporation under the laws of one of the States of the United States, and shall remain in good standing in the State of Texas during the Term of this Agreement and Developer will, pursuant to Texas law designate a duly appointed registered agent for service within the State of Texas.

(B) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or of the provisions of any operating agreement or instrument to which Developer is a party or by which it may be bound, and (ii) will not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) The Developer agrees to evidence with a commitment letter from a lender, , no later than the date it Commences Construction of the Hotel, which evidence is subject to the administrative approval of the County or its designee(s), whose approval shall not unreasonably be withheld, a letter of commitment for sufficient available funds to perform its obligations herein to complete the Convention Hotel. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that (i) the

enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

## ARTICLE II DEFINITIONS

The recitals to this Agreement are hereby incorporated for all purposes. The terms, "Agreement," "Chapter 381," "County," "Developer," "Operator," "Project," and the following words or phrases shall have the following meanings:

2.1 "Act of Default" or "Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, performance criteria, duties, terms, conditions or warranties, as stated in this Agreement.

2.2 "Affiliate" of any specified person or company means any other person or company which, (i) directly, through one or more intermediaries, controls, or is controlled by, or (ii) is under direct control with such specified person or company. For the purposes of this definition, "control" when used with respect to any person or company means the power to direct the management and policies of such person or company, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

2.3 "Assessed Taxable Value" means the taxable assessed ad valorem tax values set annually by the Jefferson County Appraisal District with respect to the Real Property, improvements included in the Project, including all improvements now or hereafter included therein, but excluding any assessed value attributable to the Property as of January 1, 2014 and excluding any assessed value attributable to inventory.

2.4 "Base Year Value" means the "Taxable Value" of all realty improvements of the Developer and/or its Affiliates, and which are located within the County as of January 1, 2014, as certified by the Jefferson County Appraisal District in the amount of \$\_\_\_\_\_.

2.5 "Chapter 381 Payment(s)" means the amount(s) payable by County to Developer under Article V of this Agreement, to be paid from Property Tax Revenue, Hotel Occupancy Tax Revenue.

2.6 "Commence Construction" means (i) to commence the work of constructing the improvements or features with all approvals thereof required by applicable governmental authorities obtained as necessary; (ii) a notice to proceed has been issued to the contractor; (iii) onsite construction of the site development components (such as drainage, extensive grading or utilities) is underway and being pursued; and (iv) sufficient available funds are evidenced as required in Section 1.2 (C) herein.

2.7 "Completion" means, to finish all work necessary to obtain the issuance of a Certificate of Occupancy, and enable the hotel and convention center to Open for Business.

2.8 "Compliance" means timely, fully and substantially performing or meeting each and every term, requirement, obligation, performance criteria, duty, condition or warranty as stated in this Agreement.

2.9 "Continuously Operate" means (i) continuous operation of the hotel in accordance with the standards of operation of comparable facilities and (ii) to possess all personal property and inventory necessary for the full operation of the hotel in accordance with the standard of operation of comparable facilities.

2.10 "Development Fees" means any and all fees imposed by the City or County upon Developer (including but not limited to Developer's affiliates, assigns, successors, related parties, contractors and subcontractors) in any way related to Developer's platting, zoning, permitting, designing, building, constructing or developing the Project provided "Development Fees" shall be substantially equal to the

fees charged for similar undertakings. Development Fees shall include but not be limited to permitting/approval fees, inspection fees and supervision fees.

2.11 "Down Times" means temporary cessation of operation of all or substantially all of a facility for, and only for, limited periods of time for the limited purpose of, and only for the limited purpose of, one or more of the following circumstances for the applicable period specified below:

(a) during the period following any fire or other casualty or act of God or condemnation or other exercise by a governmental authority of the power of eminent domain, to the extent, and only to the extent, necessary to adjust the claim and take other actions related to the repair and restoration of the facility;

(b) as a result of such commercially reasonable interruptions for repairs, remodeling or installation of new equipment as are incidental to the normal operation of the facility after notice to the County with regard thereto;

(c) during any period required by applicable law, to the extent and only to the extent, that the necessity of compliance is not the result of Developer's failure to timely fulfill its obligations under this Agreement;

(d) during any period of Force Majeure or during any period Developer, Operator or any other operator of any element of the Project reasonably deems it is socially irresponsible to operate all or part of the facilities due to circumstances which are not Force Majeure but under which a socially responsible operator would temporarily curtail or cease operations, such as if a pervasive flu or other communicable illness were present or threatened; provided, however, that during the Down Times described in this clause, Developer and Operator shall (i) use all commercially reasonable efforts to minimize the disruption of such Down Time and (ii) use their commercially reasonable efforts to minimize the disruption to the areas of the facility which remain open to the public, if any, and the services, aesthetic appearances and public and guest access to and in such portions of the facility.

2.12 "Eligible Property" means the buildings, structures, fixed machinery and equipment, including all integral components necessary for operations, site improvements, infrastructure, and office space and related fixed improvements necessary to the operations and administration of the Hotel. During the construction phase of the Eligible Property, the Developer may make such change orders to the Eligible Property as are reasonably necessary.

2.13 "Effective Date" means the date by which this Agreement has been signed by all of the parties hereto. 2.18 "Federal Bankruptcy Code" means Title 11, United States Code, as amended, and any successor statute.

2.14 "Fiscal Year" shall mean the twelve consecutive month period designated by the County as its fiscal year. As of the date of this Agreement, the County's fiscal year commences on October 1 and ends on the next following September 30.

2.15 "Force Majeure" means any act that (a) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or which delays such affected Party's ability to do so, (b) is beyond the reasonable control of the affected Party, (c) is not due to the affected Party's negligence or willful misconduct and (d) could not be avoided by the Party who suffers it by the exercise of prudence and commercially reasonable efforts (provided that such commercially reasonable efforts shall not require such Party to expend a material amount of money to avoid the act giving rise to a Force Majeure). Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include but not be limited to: (i) natural phenomena, such as storms, floods, lightning and earthquakes; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disruption, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (v) fires;

(vi) the unavailability of necessary and essential equipment and supplies; (vii) a breach by the County of this Agreement or any other actions, omissions of or delays by a Governmental Authority (including the actions of City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach or noncompliance by the affected Party of its obligations under this Agreement or any applicable law; and (viii) failure of the other Party to perform any of its obligations under this Agreement within the time or by the date required pursuant to the terms of this Agreement for the performance thereof; provided, however, that under no circumstances shall Force Majeure include any of the following events: (A) economic hardship; (B) changes in market condition; or (C) weather conditions which could be anticipated by experienced contractors operating at the relevant location and exercising commercially reasonable business judgment. necessary to accomplish its intended use.

2.16 "Hotel Occupancy Tax Revenues" means the greater of (i) the 2% percent Hotel Occupancy Tax revenues; or (ii) the actual Hotel Occupancy Tax revenues, derived, by the County, from the operation by Developer, or its assigns, of the completed Hotel, for the term of the Agreement, or received by County from the imposition by County of a municipal sales and use tax on the price paid for use or possession of rooms in a hotel or other transient lodging accommodations at a rate of seven percent (7%) pursuant to Chapter 351, Texas Tax Code, as it may be amended from time to time. This does not mean the two percent (2%) collected for certain other properties not directly related to the Hotel Project. 2.17 "Insolvent" means failure to timely pay debts in the ordinary course of business or failure to pay all debts when and as they become due, or insolvent within the meaning of the Federal Bankruptcy Code.

2.18 "Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, deferred maintenance, property to be rented or leased and property which has a productive life of less than ten years, or any other property for which an abatement is not allowed by state law. It is understood and agreed that the Jefferson County Appraisal District will make decisions pursuant to the Texas Tax Code regarding the appraisals and the determinations as to eligible and ineligible property.

2.19 "Convention Hotel Area" means an approximately three (3) acre area depicted in Exhibit "A" that may include parking area similar to space within the area depicted for the lease area.

2.20 "Management Agreement" has the meaning assigned to such term in Article IV.

2.21 "Licensing Agreement" has the meaning assigned to such term in Article IV.

2.22 "Net Income" shall be the balance of all income derived from the operations of the hotel and convention center after deducting payments for ad valorem and personal property taxes, hotel taxes, income taxes, insurance premiums, utilities, salaries, advertising and those expenses normally incurred by similar hotel and convention centers.

2.23 "Maximum County Commitment" shall mean the largest commitment due by the County to the Developer as determined in Article. V.

2.24 "Open for Business" means open for full-time business operations with products and/or services that are necessary for Continuous Operation of the Convention Hotel.

2.25 "Property Tax Revenues" means County ad valorem taxes attributable to a completed feature of a Convention Hotel Project for the Term of the Agreement and collected by the County in each Fiscal Year.

2.26 "Reimbursement Amount" shall mean the portion of the Ad Valorem Tax Revenues, and Hotel Occupancy Tax Revenues that the County agrees to pay and/or rebate to the Developer during the Term of the Agreement, but limited to the maximum County Commitment as stated herein, if the Developer satisfies the conditions thereto stated in this Agreement.

2.27 "Reimbursement Account" shall mean the special account created by the County as described in Article V of this Agreement.

2.28 "Taxable Value" means the certified appraisal value, as determined by the Jefferson county Appraisal District, of all realty improvements, excluding exempt value of pollution control devices as determined by the Texas Commission on Environmental Quality, owned by Owner and located within the County.

2.29 "Term" means the period defined in Article III of this Agreement.

### ARTICLE III TERM

This AGREEMENT shall be enforceable upon execution by both parties (which date is herein referred to as the "Effective Date") The term of this Agreement (the "Term") will begin on the Effective Date and will terminate upon the first to occur of (a) thirty-five (35) full calendar years after the Effective Date; (b) payment in full from County to Developer of the entire County Commitment contemplated herein; or (c) termination as provided for herein.

Developer will execute a land lease between itself and Jefferson County that will govern the terms for lease of the realty on which the hotel is constructed. The terms of payment by the Developer are briefly described herein. The lease will provide for an initial term of 35 years, with an option to renew for 35 years. Lease payments will be 25,000.00 per year and will be adjusted annually for inflation, but not to exceed 5% in any year. These terms are outlined in "Recitals" hereinabove.

Developer and Water Park Developer will be jointly and severally liable for payment to the Southeast Economic Development Corporation, or County, of approximately \$27,000.00 in total for costs expended for feasibility studies and legal fees incurred by them. This payment is due and payable on or before August 31, 2016.

### ARTICLE IV DEVELOPER REQUIREMENTS

#### 4.1 Construction Requirements.

(A) If Developer achieves Completion of the Convention Hotel within the time frame described below, subject to extension for Force Majeure and delay due to meeting governmental environmental compliance requirements, Developer shall receive the Chapter 381 Payments as stated herein. Should Developer fail to achieve Completion of the Convention Hotel within this time frame, Developer shall forfeit all Chapter 381 Payments and this Agreement shall terminate.

(B) Developer must Commence Construction of the Convention Hotel no later than FIFTEEN (15) months after the Effective Date of this Agreement, subject to extension upon approval by the County, and must reach Completion of the Convention Hotel no later than THIRTY-SIX (36) months after it Commences Construction, subject to extension upon approval by the County. Notwithstanding the foregoing, this Section 4.1 (B) is subject to whole or partial exception only if approved by the Jefferson County Commissioners Court.

(C) The Developer shall pay, or cause third parties to pay, its engineering, planning, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, license fees, land clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts,

costs of labor and material, insurance premiums, interest, carry cost, financing fees and other costs and expenses incurred in connection with the construction by Developer of improvements and features in the Convention Hotel.

(D) If requested by the County, the Developer must reasonably assist the County in the preparation of any documentation necessary to enable the County to prepare and obtain approval of any of the documents or actions required of the County to perform any of its obligations under this Agreement. The County shall not be responsible for any of such costs out of its current revenues or other sources, except in accordance with payment of Chapter 381 Payments to the Developer as provided in this Agreement.

(E) Upon Completion of the Project and during the term of this Agreement, the Developer shall maintain the property, improvements and premises in a commercially reasonable manner, comparable to the maintenance of similar Embassy Suites Hotels, and minimize Down Times.

(F) Developer may spend Chapter 381 Payments received as Reimbursement Amounts or in satisfaction of other County Commitment on improvements or other lawful uses only within the Project boundaries.

4.2 Operational Requirement. During the Term following Completion of the Convention Hotel, subject to Force Majeure, if either the Convention Hotel, once in operation, is not Continuously Operated during any calendar year, subject to Force Majeure, then upon written notice thereof being given to Developer by the County and the failure of Developer, within sixty (60) days after the County gives said notice, to commence Continuous Operation of the Convention Hotel, Developer shall not be entitled to any Chapter 381 Payments for the remainder of the Term unless Developer obtains a Variance under Section 13.15 herein. Should Developer cease or be unable to continue the operation of the hotel and convention center, the County reserves the right to select an operator to undertake such operations. Developer will also maintain all entrance roads and parking areas at Ford Park during the construction of the hotel and will repair them to their condition prior to construction, provided that Developer may interrupt usage of such roads and parking areas during construction.

4.3 Trade name and Related Matters. Prior to when Developer Commences Construction of the Convention Hotel, (and as a condition precedent to such being deemed to have occurred), Developer or an operating entity shall enter into a management agreement (the "Management Agreement") and any necessary licensing agreement (the "Licensing Agreement") to operate an Embassy Suites Hotel and Convention Center..

4.4 Licensing. The Licensing Agreement will provide that (i) Developer and its successors will have a license to use the " Embassy Suites" name in connection with the Convention Hotel for twenty (20) years, subject to compliance with the terms and conditions of the Licensing Agreement and (ii) Developer and its successors will have the right for the entire Term of this Agreement to purchase equipment and fixtures that use the most current patented technology and trade secret technology developed by Embassy Suites or its affiliates (or such other entity which supplies the majority of the brand hotels even if such entity is not an affiliate of Operator) that is available from time to time to all other hotels operating under the " Embassy Suites " name (and once purchased, Developer and its successors retains the rights to use such equipment regardless of the existence of the Management Agreement or Licensing Agreement). If, prior to the expiration of the Term of this Agreement, (i) the Licensing Agreement is terminated or expires for any reason or (ii) Developer is no longer permitted to use the " Embassy Suites " name or technology in connection with the Convention Hotel, then upon written notice thereof being given to Developer by the County and the failure of Developer, within sixty (60) days after the County gives said notice, to re-establish its right to use the " Embassy Suites name" or technology in connection with the Convention Hotel, Developer shall not be entitled to any Chapter 381 Payments for the remainder of the Term unless Developer obtains a Variance under Section 13.15 herein.

4.5 Management, The Management Agreement will provide that (i) Developer may employ a qualified Operator and they will utilize available promotional materials pertaining to the Hotel so long as the Licensing Agreement is in full force and effect and (ii) the Operator will operate the Hotel and will,

among other things, provide the employees the expertise and management required for such operation. If the Management Agreement is terminated or expires during the Term of this Agreement or if \_\_\_\_\_ ceases to control the operations and policies of the Operator during the Term of this Agreement, County shall have the right to approve the replacement operator or the replacement party who does so control the operations and policies of the Operator, as applicable, provided in all events County shall exercise its approval right in a reasonable manner. If County and Developer are not able to agree on a replacement operator or a replacement control party for Operator within sixty (60) days following the recommendation of Developer or Operator, as applicable, Developer may proceed to retain the replacement operator or Operator may transfer control to the replacement control party, as applicable, but County may elect to suspend payment of any further Chapter 381 Payments for the Project and any expansion of the Project until such time as Developer demonstrates to County that (i) the attendance at the Hotel for a twelve (12) month period, while operated by the replacement operator or by Operator with a replacement control party, is 80% of or greater than the average attendance at the Convention Hotel achieved by the Operator during the thirty-six (36) month period prior to said suspension and (ii) the Hotel is operated and maintained to the same standards of operation, maintenance and aesthetics as the Embassy Suites convention hotels in Texas and other states, including with respect to safety. The sum of any said suspended Chapter 381 Payments shall be paid to Developer upon demonstration that the replacement operator has met the requirements set out in (i) and (ii) herein. A replacement operator or replacement control party for Operator shall, at a minimum, have an executive management team which controls the operations and policies of the replacement operator or be a replacement control party that includes persons who have significant experience operating convention hotels and related amenities.

Developer acknowledges that the County is currently bound by an agreement with the South Texas Ford Dealers Advertising Fund, Inc. which grants naming rights for the Ford Park Arena. Complex . Developer covenants and agrees that it will not in any way interfere with, block, obscure, diminish or undertake any course of activity which would diminish the signage currently assigned to Ford pursuant to the agreement which currently exists or any agreement entered at a later date regarding these naming rights.

Developer acknowledges and agrees that he has been provided a copy of the Naming and Advertising Agreement and its Amended Agreement.

4.6 Utilization of Local Contractors and Suppliers. Developer agrees to exercise reasonable efforts in utilizing local contractors and suppliers in the construction of the Project, except where not reasonably possible to do so without substantial added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business. For the purposes of this section, the term "local" as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office in Jefferson County or within a 50-mile radius of Jefferson County. Developer will require its contractors to abide by the terms of this section. This goal shall apply to the total amount of all construction contracts and supply agreements made by the Developer in connection with the construction of the Project for elements that are not owner-provided or owner affiliate-provided. The Parties acknowledge that some construction and supply agreements will be controlled by particular tenants of the Developer and not under the control of the Developer. The Developer agrees to encourage such third parties to adopt the terms of local hiring, but the County acknowledges that Developer has no legal authority in connection with such third-party contracting. The Developer agrees, that during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of the Developer to comply with the Local Requirement, pursuant to Article X herein.

In this regard, Developer will use its best efforts to advertise work sought and to identify and ensure that local vendors, suppliers and sub-contractors are given the opportunity to bid on contracts for the purchase of supplies and services in connection with the construction of the contract. Additionally Developer will provide the County with quarterly reports detailing Developer's efforts to comply with these "local buy/local hire" requirements

#### 4.9 Utilization of Disadvantaged Business Enterprises: Small Business Initiatives.

(A) Developer agrees to encourage and promote the utilization of (Historically Underutilized Businesses –HUB also known as Disadvantaged Business Enterprises) contractors and suppliers that are determined to be disadvantaged business enterprises, including minority business enterprises women-owned business enterprises and historically-underutilized business enterprises, in the construction of elements of the Project that are not owner-provided or owner affiliate-provided. In order to qualify as a business enterprise under this provision, the firm must be certified by the State of Texas or Federal government for qualification as such an enterprise. The Developer agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of the Developer to comply with the DBE Requirement, pursuant to Article X herein. Attached hereto as Exhibit "C" is a copy of the Minority Business Directory

Developer will utilize its best efforts to consult with the Chamber of Commerce, trade associations, Texas Workforce and other regional economic development organizations to identify local HUB/DBE vendors, suppliers and subcontractors and will notify a reasonable number of these HUB/DBE vendors suppliers and sub-contractors to allow them sufficient time for effective participation of the planned work.

Developer will negotiate in good faith with ALL local vendors, suppliers and subcontractors in awarding contracts for materials, supplies or equipment who meet all of the applicable bid specifications

4.10 Compliance with County Standards. Developer acknowledges that, unless specifically otherwise provided in this Agreement, development of the Project must comply with all applicable County codes and regulations. For any development requirements not covered in this Section or in the remainder of the Agreement, the applicable Beaumont City code and ordinance provisions shall control.

## ARTICLE V PROJECT FINANCING AND FUNDING

### BRITT THIS WORDING WILL DEPEND ON YOUR FINANCING MECHANISM

5.1 Project Financing: Reimbursement Account / Reimbursement Amount. The County hereby covenants and agrees upon the Effective Date of this Agreement to create a special account (the "Reimbursement Account") for the benefit of the Developer for the purpose of paying the Reimbursement Amount. The County shall fund the Reimbursement Account through the Term of this Agreement from the following sources and in the following manner: i) with respect to the portion of the Reimbursement Amount calculated based on the M&O portion only of the County budget and the County shall annually fund the Reimbursement Account from the Property Tax and hotel tax Revenues collected by the County for the Hotel for the Term of this Agreement; ii) with respect to the portion of the Reimbursement Amount calculated based on the Sales Tax Revenues, the County shall timely fund the Reimbursement Account in an amount equal to the Sales Tax Revenues from the Sales Tax Revenues collected from the Districts within the Project boundaries for Twelve (15) years beginning with the opening of the Hotel (the Term of this Agreement); iii) with respect to the portion of the Reimbursement Amount calculated based on the Hotel Occupancy Tax Revenues, the County shall timely fund the Reimbursement Account in an amount equal to the County portion of the Hotel Occupancy Tax Revenues from the Hotel Occupancy Tax Revenues collected from the Hotel for Twelve (12) years from opening of the Hotel; and iv) with respect to the portion of the Reimbursement Amount calculated based on the Construction Sales Tax Revenues, the County shall timely fund the Reimbursement Account in an amount equal to the Construction Sales Tax Revenues from the Construction Sales Tax Revenues collected by County. The County shall establish a separate bank account for Reimbursement. This bank account shall always remain unencumbered by the County and segregated from all other funds of the County. Reimbursements will be

made for amounts specified in 5.3 of this agreement. It is the intent and agreement of the parties that the payments made by Developer for ad valorem and hotel taxes will be reimbursed to Developer according to the terms herein.

The County will further abate One Hundred (100%) Percent of the ad valorem taxes on improvements to realty to begin in the year construction on the Hotel commences for a period of Ten (10) years.

## 5.2 County Commitment.

(A) Pursuant to its authority under Chapter 381, the County hereby agrees to pay the Reimbursement Amount to the Developer within 30 days of the time same are collected by the Tax Assessor Collector of Jefferson County. It is intended by the parties that the Reimbursement Amount will be paid by the County solely out of the Reimbursement Account and used to make Chapter 381 Payments to the Developer as provided in this Agreement (the "County Commitment"). The County Commitment will commence upon Commencement of Construction and Completion, as outlined herein, and will continue through and until the Reimbursement Amount has been paid. The County agrees that it will pay the Reimbursement Amount during the term of this Agreement, as an unconditional obligation of the County (but solely from the Reimbursement Account), if the Project is Commenced and Completed as required herein and generates the Reimbursement Amount.

(B) The Parties agree that the maximum County Commitment shall be as stated in Section 5.3 herein, and such obligation on behalf of the City will be limited solely to the funds deposited into the Reimbursement Account pursuant to this Agreement. Upon such time as the County has paid the maximum County Commitment per District in full, the County shall have no further obligation under this Agreement for that District.

(C) Property Tax Revenues. During the Term of this Agreement, the County shall determine annually the amount of the Property Tax Revenues received by the County and attributable to completed features of the Hotel. The County hereby agrees to deposit into the Reimbursement Account annually from available funds in the County's General Fund an amount equal to the M&O portion only of said Property Tax Revenues for the Hotel in the percentages stated in Section 5.3 herein, and hereby pledges such fund to the payment of the County Commitment as provided herein. The County shall maintain complete books and records showing deposits to and disbursements from the Reimbursement Account, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas Counties. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The County shall maintain such books and records throughout the term of this Agreement and store the same for four years thereafter.

(E) Hotel Occupancy Tax Revenues. During the Term of this Agreement, the County shall determine semi-annually the amount of the Hotel Occupancy Tax Revenues attributable to completed features of the Hotel within the Project boundaries in cooperation with the Developer. The County hereby agrees to deposit timely from available funds in the County's Hotel Occupancy Tax Fund an amount equal to said Hotel Occupancy Tax Revenues portion of the County Commitment for the Hotel percentages stated in Section 5.3 herein into the Reimbursement Account, and hereby pledges such fund to the payment of the County Commitment as provided herein. The County shall maintain complete books and records showing deposits to and disbursements from the Reimbursement Account, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made not less than five business days prior to the date of such examination. The County shall maintain such books and records throughout the term of this Agreement and store the same for four years

thereafter. Developer shall comply with the terms of Section 351 of the Texas Tax Code, as it may be amended from time to time, applicable to the Hotel Occupancy Tax Revenues. Further, Developer shall deliver to County, upon the City's request, such information and reports which the County reasonably requests as evidence that Developer is in compliance with such statutes. Should any expenditure of Hotel Occupancy Tax Revenues by Developer be for a use that is found to be illegal, the County shall have no liability in connection thereof.

### 5.3 Reimbursement Amounts to be Paid by County to Developer.

(A) Property Tax Revenues: Developer shall provide the County an annual paid property tax bill, no later than March 1 of each year, stating Developer's figures attributable to the completed features of the Hotel and the corresponding amount of Property Tax Revenues. Within Sixty (60) days of receiving written request from Developer, accompanied by all reasonable supporting documentation from Developer that it has fully complied with its performance requirements, subject to the satisfaction of Developer's Commitments under Article IV herein and Developer's timely and full compliance with all applicable terms and conditions contained in this Agreement, County shall pay to Developer the applicable Chapter 381 Payments attributable to the completed features of the Hotel based on the percentages stated below for the applicable Tax Revenues collected by County on the completed features of the Hotel, subject to the limitations set forth herein. Developer may spend said Chapter 381 Payments received as Reimbursement Amounts or in satisfaction of other County Commitment on improvements or other lawful uses only within the Project boundaries.

(B) Hotel Occupancy Tax Revenues: Developer shall provide the County a semi-annual report, no later than March 1 and September 1 of each year, stating Developer's occupancy figures attributable to the completed features of Convention Hotel and the corresponding amount of Hotel Occupancy Tax paid to the County. Within Sixty (60) days of receiving written request from Developer, and all reasonable supporting documentation from Developer that it has fully complied with its performance requirements, subject to the satisfaction of Developer's Commitments under Article IV herein and Developer's timely and full compliance with all applicable terms and conditions contained in this Agreement; County shall pay Developer an amount not to exceed the applicable Chapter 381 Payments attributable to the completed features of the Hotel, in an amount equal to the amount indicated in , based on the percentages stated below for the Hotel Occupancy Tax Revenues collected by County on the completed features of the Hotel, subject to the limitations set forth herein; provided, however, that Developer must comply with the terms of Section 351 of the Texas Tax Code, as it may be amended from time to time, applicable to the Hotel Occupancy Tax Revenues. Further, Developer shall deliver to County, upon the County's request, such information and reports which County reasonably requests in order for County to verify that Developer is in compliance with said statutes. Any Hotel Occupancy Tax Revenues remaining unspent by Developer, and all accrued interest thereon, if any, at the expiration or earlier termination of this Agreement shall be returned by Developer to County, which obligation shall survive the expiration or earlier termination of this Agreement. By this Agreement, County is delegating, pursuant to Section 351.101(c) of the Texas Tax Code, as it may be amended from time to time, the management or supervision of certain programs and activities to be funded by Hotel Occupancy Tax Revenues. Developer may spend such funds received as Reimbursement Amounts or in satisfaction of other County Commitment on improvements or other lawful uses only within the Hotel boundaries.

County commits to the following Incentives for the following terms:

Hotel Occupancy Tax: 100% for 15 years

Ad valorem taxes for 10 years

5.6 Maintenance of Project Infrastructure. For the Term of this Agreement and land lease, it shall be

Developer's sole responsibility to provide proper and timely maintenance of all infrastructure within the boundaries of the Project, other than paved streets and associated curb and gutters and utility related infrastructure accepted by or typically owned and maintained by the County or utility supplier. Developer will maintain such infrastructure in accordance with standard County policy, including but not limited to public water, wastewater, storm water, and gas infrastructure located within the street right of way or other public easement, (collectively, "County Infrastructure") within the property boundaries of the Project. Developer will ensure that all infrastructure associated with the Project other than County Infrastructure and infrastructure provided by utilities and other third parties is properly and timely maintained.

ARTICLE VI  
COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES  
OF DEVELOPER AND OPERATOR

If the Developer or Operator shall have made any false or substantially misleading statement herein or failed to timely and fully perform as required in this Agreement, such shall be an Act of Default by Developer, subject to Section 11.1 herein. Failure to comply with any one covenant or warranty shall constitute an Act of Default by Developer or Operator, subject to Section 11.1 herein. Developer and Operator, as of the Effective Date, make the following covenants and warranties to County, and agree to timely and fully perform the following obligations and duties.

6.1 Litigation. No litigation or governmental proceeding is pending or, to the knowledge of Developer, Operator or their respective general partner and officers, threatened against or affecting Developer, Operator or the Property that may result in any material adverse change in Developer's or Operator's business, properties or operation.

6.2 Untrue Statements. To the best of their knowledge, no certificate or statement delivered by Developer or Operator to City in connection herewith, or in connection with any transaction contemplated hereby, contains any untrue statement or fails to state any fact necessary to keep the statements contained therein from being misleading except those which have been replaced by subsequent certificates or statements heretofore given to the County in substitution.

6.3 Bankruptcy. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Developer and Operator have not been informed of any potential involuntary bankruptcy proceedings.

6.4 Licenses and Authority. To the best of their knowledge, Developer or Operator have acquired and maintained all necessary rights, licenses, permits and authority to carry on their respective businesses in Jefferson County, Texas, and will continue to use commercially reasonable efforts to maintain all necessary rights, licenses, permits and authority.

6.5 Payment of Taxes. Developer and Operator shall timely pay all taxes due and owing by them to all taxing authorities having jurisdiction. In addition, Developer and Operator shall timely pay all employment, income, franchise, and all other taxes hereafter to become due and owing by them, respectively, to all local, state, and federal entities subject, however to their right to contest the same in a lawful manner.

6.6 Timely Commencement; Continuous Operations. Developer acknowledges and agrees that if it fails to Commence Construction of the Convention Hotel and pursue its Completion within the time periods herein provided, and Operator acknowledges and agrees that if it fails to Continuously Operate the Convention Hotel as herein provided, in either of said cases or events, the County has the right to terminate this Agreement as herein provided.

6.7 Management Changes. Developer and Operator shall notify County in writing of any substantial changes in management of Developer or Operator within seven (7) days after Developer's or Operator's knowledge thereof. Substantial changes mean changes in Chairman of the Board, President, or Chief Executive Officer.

6.8 Ownership Changes. Developer and Operator shall notify County in writing of any changes in ownership of any part of the Project or of Developer or Operator within seven (7) days after Developer's or Operator's knowledge thereof.

6.9 Succession of Ownership. No change of ownership or management of any part of the Project and/or a change of ownership or management of Developer or of Operator shall abate, waive, terminate or in any way relieve Developer or Operator of their respective obligations herein.

6.10 Non-discrimination. Developer agrees that, as to all of the programs and activities arising out of this Agreement, it will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

6.11 Lessee/Owner Lists. Developer or Operator shall provide to County in writing lists of all Project tenants or other persons making sales or purchases of taxable items in the Hotel, identified by (the "Lessee/Owner List"). Developer or Operator will periodically and timely notify County of changes to the Lessee/Owner List. For the Convention Hotel, the Lessee/Owner List shall include Developer and/or Operator. Developer and Operator are responsible as herein provided for supplying to County such identifying information for each person on the Lessee/Owner List as is required by the Jefferson County Auditor and/or the Texas State Comptroller to issue their sales tax area reports and Hotel Occupancy Tax area reports.

6.12 Employment of Undocumented Workers. The Developer does not and agrees that it will not knowingly employ an undocumented worker. If, after receiving Chapter 381 Payments, Developer or Operator is convicted of a violation under 8 U.S.C. Section 1324a(f), the convicted Developer or Operator shall repay the Chapter 381 Payments at the rate and according to the terms as specified by County.

## ARTICLE VII SUSPENSIONS/TERMINATION

Subject to the terms of Article V herein, County, under the following circumstances, and at its sole discretion, may temporarily suspend making Chapter 381 Payments under this Agreement and/or terminate this Agreement, without liability to Developer, and all future payment obligations shall automatically cease upon any one of the following events:

7.1 Receiver. The appointment of a receiver for Developer, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

7.2 Bankruptcy. The adjudication of Developer as a bankrupt.

7.3 Bankruptcy Petition. The filing by Developer of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

7.4 Failure to Comply with Audit Requirements. The failure of Developer or Operator to reasonably cooperate with the City, after receipt of a sixty (60) day notice to cure, in the monitoring process described in Article IX below.

#### ARTICLE VIII REPORTING AND AUDITING

8.1 Audit by the County. The County may audit Developer's and Operator's records to determine their compliance with the terms of this Agreement. This audit will be done by the County on an annual basis in March of each year. During the monitoring process, the County will make maximum use of any State submissions for the determination of Reimbursement Amount Developer and Operator shall provide the County an annual report, no later than March 1 of each year, stating Developer's and Operator's occupancy and sales figures attributable to the completed features of the Convention Hotel boundaries and the corresponding amount of Ad Valorem Taxes( Property Tax )and Hotel Occupancy Tax paid to the County by Developer.

8.2 Access to Records / Right to Audit. Developer and Operator, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to each of the economic development considerations and incentives and performance requirements, as stated in this Agreement, but the confidentiality of such records and information shall be maintained by County unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

#### ARTICLE IX DEFAULT

9.1 Default. Subject to Force Majeure and any consent given under Section 11.2 or Variance granted under Section 13.15, should Developer fail to timely, fully and completely keep or perform any one or more of the covenants or warranties made by Developer in this Agreement (but excluding achieving satisfaction of any condition to the Developer's right to receive Chapter 381 Payments under this Agreement), such failure to perform shall be an Act of Default by Developer and, if not cured and corrected within sixty (60) days after written notice to do so or by express waiver by the Jefferson County Commissioners Court, County may terminate this Agreement and cease making any further Chapter 381 Payments which have not been earned by performance by Developer theretofore. Developer shall be liable to County for any actual damages sustained by the County as a result of said Act of Default by Developer under this Agreement, subject to the provisions of Section 13.17.

9.2 Consent and Excuse. In the event of unforeseeable third party delays which are not Force Majeure and upon a reasonable showing by Developer that it has immediately and in good faith commenced and is diligently and continuously pursuing the correction, removal or abatement of such delays by using commercially reasonable efforts, the Jefferson County Commissioners Court shall consent to and excuse any such delays, which consent and excuse shall not be unreasonably withheld.

9.3 County Delay. Any delay for any amount of time by County in providing notice of Default to Developer or Operator hereunder, shall in no event be deemed or constitute a waiver of such Default by County of any of its rights and remedies available in law or in equity.

9.4 County Waiver. Any waiver granted by County to Developer or Operator of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Developer or of a subsequent Act of Default of the same act or event by Developer.

#### ARTICLE X COUNTY'S LIABILITY LIMITATIONS

Should County fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be an Act of Default by County and County shall have sixty (60) days to cure and remove the Default after receipt of written notice to do so from Developer or Operator.

#### ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Permitting. Subject to Developer's complying with all applicable federal and state laws, County agrees to cooperate with Developer to expeditiously process permits, including plat applications, site plan applications, building permit applications, building and construction inspections required for the Project to be in a state of Completion.

11.2 Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

11.3 Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of County, which approval will not be unreasonably withheld or delayed. The County agrees, however, that the Developer may assign all or part of its rights and obligations under this Agreement to any entity affiliated with the Developer by reason of controlling, being controlled by, or being under common control with the Developer; to a subsequent Developer of all or any part of the Project; to a tenant in the Project or to a third party lender advancing funds for the acquisition of all or any part of the Property or for the construction or operation of the Hotel. The County expressly consents to any assignment described in the preceding sentence, and agrees that no further consent of County to such an assignment will be required. The Developer agrees to provide County with written notice of any such assignment.

11.4 Termination. If Developer elects not to proceed with the development of the Convention Hotel as contemplated by this Agreement, Developer will notify County in writing, and this Agreement and the obligations of both parties will be deemed terminated and of no further force or effect as of the date of such notice. Additionally, at any time during the Term following the Completion of the Convention Hotel, the Developer may elect to terminate this Agreement as to any or all parts of the Project which have not been completed and placed in service, by giving the County written notice thereof specifying the part or parts of the Project to which the notice of termination relates. Following the giving of said notice, this Agreement shall terminate and be of no further force or effect as to the part or parts of the Project designated in said notice of termination and all parties shall be fully released of any further obligations under this Agreement relating to said designated part or parts of the Project.

11.5 Notice. Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the party, or an agent of the party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective three (3) business days after deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties will, until changed as provided below, be as follows:

Developer: Pate Development.

Attention: Britt Pate  
550 North 159<sup>th</sup> East  
Wichita, Kansas 67230  
Phone: 316-448-1000

With a copy to:

County: County Judge  
 1149 Pearl St. Fourth Floor  
 Beaumont, TX 77701  
 Phone: 409-835-8466  
 Fax: 409-839-2311

Copy to: Kathleen Kennedy  
 District Attorney's Office  
 1085 Pearl Street  
 Beaumont, TX 77701  
 409-835-8500

Fred Jackson  
 1149 Pearl St. Fourth Floor  
 Beaumont, Texas 77701  
 409-835-8466  
 Fax: 409-839-2311

Operator: Deven Bhakta, President  
 ZIZ Hospitality

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: 361-855-1549  
 Fax: 866-565-2143

Any party may designate a different address at any time by giving Notice to the other party.

11.6 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

11.7 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither County, nor its past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

11.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and it is also the intention of the parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11.9 Paragraph Headings, Etc. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

11.10 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

Indemnity:

11.11 Developer agrees to defend, indemnify and hold harmless County, including its employees, agents and representatives (collectively indemnities), from and against any claim, demand, cause of action, liability, loss or expense arising from injury, death or from damage to or loss of property to the extent arising directly or indirectly or out of any acts or omissions of Developer, its contractors or subcontractors. Developer's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Indemnities or arising from use by Developer of construction equipment, tools, signs or facilities furnish to Developer by Indemnities.

11.12 Developer's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Indemnities for legal action to enforce Developer's indemnity obligations. Developer's duty to defend Indemnities shall be independent and in addition to the duty to indemnify and hold harmless, such that Developer shall not be entitled to reimbursement from Indemnities for defense costs and attorneys' fees incurred in defending Indemnities, even in the event that a claim proves to lack merit. This indemnification obligation shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by Developer or any of its contractors or subcontractors under Workers' Compensation acts, disability acts or other employee benefits. In the event Developer is obligated to defend County, Developer shall provide competent counsel for such defense within ten (10) calendar days of County's request for defense. In the event Developer does not provide counsel within such time period, then County may appoint its own counsel, which will be for Developer's account until Developer substitutes counsel of its choice.

11.13 In the event that the indemnity provisions in this Contract are contrary to the law governing this Contract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by applicable law.

Insurance:

11.14.1. Developer shall, at its sole cost, require its contractors and subcontractors of all tiers to, obtain and maintain in force for the duration of the Contract insurance of the following types, with limits not less than those set forth below for: 1) all Developer's work, both on and off work site, and 2) all contractors and subcontractors work on and off the worksite.

11.13 In the event that the indemnity provisions in this Contract are contrary to the law governing this Contract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by applicable law.

Insurance:

11.14.1. Developer shall, at its sole cost, require its contractors and subcontractors of all tiers to, obtain and maintain in force for the duration of the Contract insurance of the following types, with limits not less

than those set forth below for: 1) all Developer's work, both on and off work site, and 2) all contractors and subcontractors work on and off the worksite.

11.14.2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the State of Texas with a minimum limit of \$\_\_\_\_\_ per accident and, for bodily injury by disease of \$\_\_\_\_\_ per employee. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

11.14.3. Commercial General Liability Insurance with a minimum combined single limit of liability of \$\_\_\_\_\_ each occurrence for bodily injury and property damage; with a minimum of liability of \$\_\_\_\_\_ each person for personal and advertising injury liability. The policy shall be endorsed to name County, including its respective agents and representatives as additional insured with coverage identical to those provided in this section.

11.14.4. Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$\_\_\_\_\_ per occurrence.

11.14.5. If Developer will utilize tools or equipment in the performance of its services under the Contract, Equipment Floater Insurance (Tools and Equipment Insurance) covering physical damage to or loss of all major tools and equipment, construction office trailers and vehicles shall be obtained.

11.14.6 All insurance provided by Developer under this Section 13.15 shall include a waiver of subrogation by the insurers in favor of County. Developer hereby releases County, including their employees, agents and representatives for losses or claims for bodily injury, property damage or other insured claims, REGARDLESS OF THE CAUSE INCLUDING NEGLIGENCE OF COUNTY, arising out of Developer's performance under the Contract.

11.14.7 Certificates of Insurance satisfactory in form to County shall be supplied to County evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to County prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide with its certificate of insurance executed copies of the additional insured endorsements and dedicated limits endorsements required in this Article 13.15.

11.14.7 Additional Insured: Developer will add County to its Comprehensive General Liability Insurance Policy as an additional insured to be given the same liability insurance coverage as Developer. Developer shall also provide with its certificate of insurance executed copies of the additional insured endorsements and dedicated limits endorsements.

11.14.8 Certificates of Insurance satisfactory in form to County shall be supplied to County evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to County prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force.

## XII

12.16 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

12.13 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes: Exhibit "A:" Hotel Project Description  
Exhibit "B:" Project Boundaries: Field Notes/Metes and Bounds

12.14 Variances. The Jefferson County Commissioners Court, , may grant and approve variances to Developer or Operator from the performance criteria and development standards described herein upon application in writing therefore by Developer on behalf of itself or the Operator. Such variances shall not be unreasonably refused, conditioned, or delayed.

12.15 Balance Owed under the Agreement. The total amount of money awarded in an adjudication brought against County for breach of this Agreement is limited to the following: (i) the balance then due and owed by County under the Agreement plus any balance which may become due by County during the remaining term of the Agreement, including any amendments thereto; (ii) interest as allowed by law; and (iii) attorney's fees as allowed by law.

12.16 Damages not included. Damages awarded in an adjudication brought against County or Developer arising under the Agreement, including any amendments thereto, may not include: (i) consequential damages, except as expressly allowed under Section 13.16 above; (ii) exemplary damages; or (iii) damages for unabsorbed home office overhead.

ARTICLE XIII  
GENERAL TERMS

13.1 Entire Agreement. This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written, previous and contemporary, agreements between the parties relating to matters in this agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

13.2 Law. This Agreement is subject to all legal requirements in Regulations of Jefferson County, Texas and all other applicable State and Federal laws, and Developer and Operator agree that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

13.3 Venue. Venue for any legal action related to this Agreement is in Jefferson County, Texas.

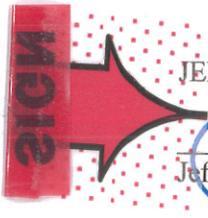
13.4 Confidential. County, its officers and employees, and its agents or contractors retained to perform economic development services for County, shall treat as confidential the financial statements and information together with any proprietary information delivered by Developer, Operator or their respective representatives to County and its representatives and shall not release such information to the public, unless required by law or court order. County shall immediately notify Developer of requests or court orders to release such information. 14.5 Exhibits. Exhibits "A" through "C" attached hereto are made a part of this Agreement for all purposes as if they were set forth herein in their entirety.

[Remainder of page intentionally left blank]

EXECUTED to be effective as of this 24 day of July, 2014

Pate Development LLC

By: [Signature]



JEFFERSON COUNTY, TEXAS

[Signature]  
Jeff R. Branick, County Judge

Signed on this 21<sup>st</sup> day of July, 2014

ATTEST  
[Signature] Chief Deputy  
County Clerk



**FIELD NOTE DESCRIPTION  
FOR A  
1.951 ACRE TRACT  
OUT OF THE  
SAMUEL STIVERS SURVEY, ABSTRACT 51  
JEFFERSON COUNTY, TEXAS**

**OCTOBER 2, 2013**

BEING a certain 1.951 acre tract out of the Samuel Stivers Survey, Abstract 51, Jefferson County, Texas, and being out of a called 37.684 acre "GIFT DEED" TRACT ONE described in a conveyance to Jefferson County recorded in Clerk's file No. 2000004839 of the Jefferson County Real Property Records, Jefferson County, Texas; said 1.951 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South Right of Way line of Interstate Highway 10, said point being the most northeasterly corner of the referenced "GIFT DEED" TRACT ONE;

THENCE South  $55^{\circ} 14' 22''$  East, along and with the east line of the said "GIFT DEED" TRACT ONE, a distance of 21.39 feet to an angle point for corner;

THENCE South  $55^{\circ} 54' 58''$  East, continuing along and with the east line of the said "GIFT DEED" TRACT ONE, a distance of 406.40 feet to an angle point for corner;

THENCE South  $55^{\circ} 29' 57''$  East, continuing along and with the east line of the said "GIFT DEED" TRACT ONE, a distance of 77.57 feet to a point for corner, said point also being the most southeasterly corner of the said "GIFT DEED" TRACT ONE and also the most northeasterly corner of a 171.163 acre "WARRANTY DEED" TRACT as recorded in the Jefferson County Clerk's file No. 2000004838;

THENCE South  $42^{\circ} 31' 31''$  West, along and with the south line of the said "GIFT DEED" TRACT ONE, a distance of 56.30 feet to the POINT OF BEGINNING for the tract herein described;

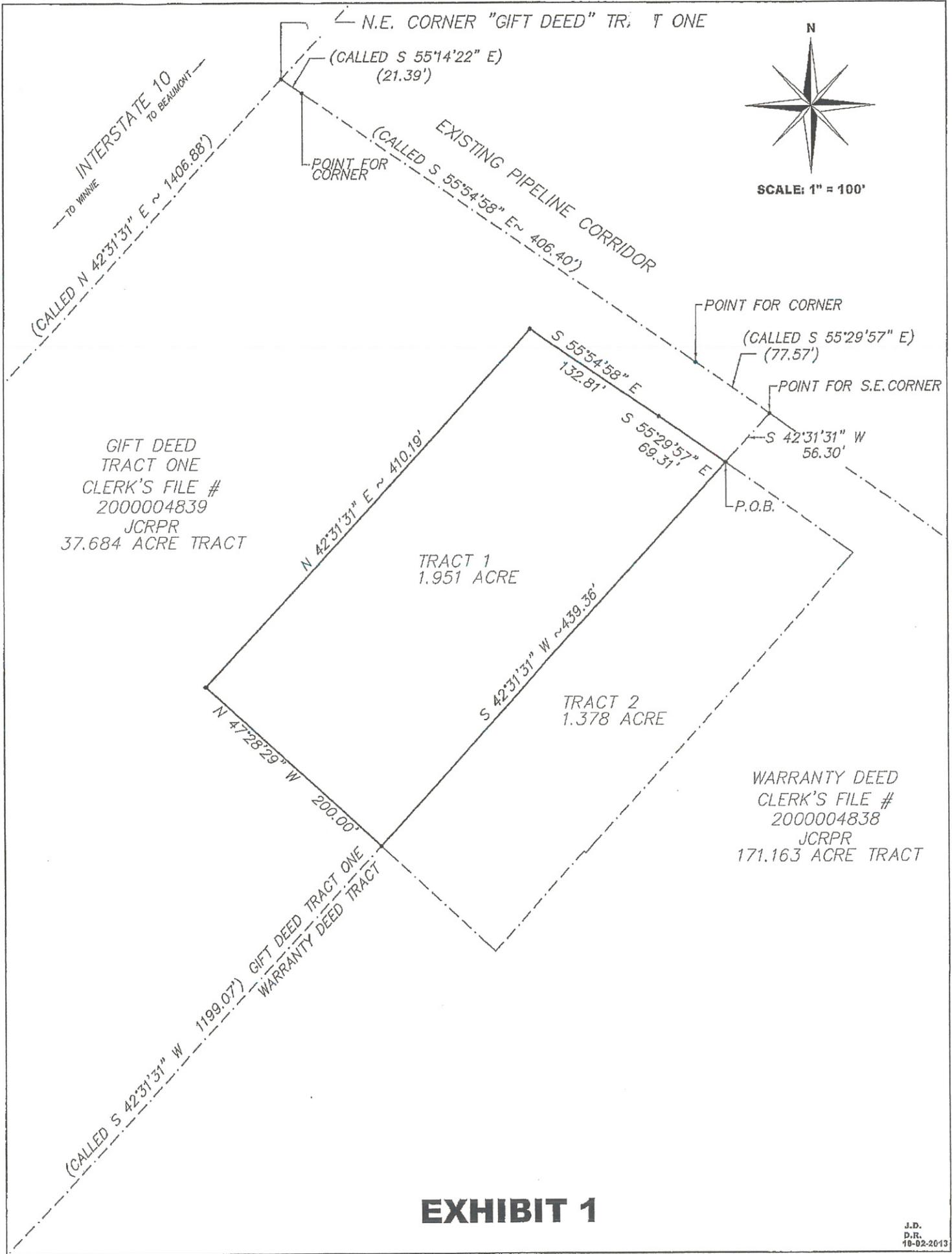
THENCE South  $42^{\circ} 31' 31''$  West, continuing along and with the south line of the said "GIFT DEED" TRACT ONE, a distance of 439.36 feet to a point for corner;

THENCE North  $47^{\circ} 28' 29''$  West, a distance of 200.00 feet to a point for corner;

THENCE North  $42^{\circ} 31' 31''$  East, a distance of 410.19 feet to a point for corner;

THENCE South  $55^{\circ} 54' 58''$  East, a distance of 132.81 feet to an angle point for corner;

THENCE South  $55^{\circ} 29' 57''$  East, a distance of 69.31 feet to the POINT OF BEGINNING for the tract herein described and containing 1.951 acres of land, more or less.



# EXHIBIT 1

**FIELD NOTE DESCRIPTION  
FOR A  
1.378 ACRE TRACT  
OUT OF THE  
SAMUEL STIVERS SURVEY, ABSTRACT 51  
JEFFERSON COUNTY, TEXAS**

**OCTOBER 2, 2013**

BEING a certain 1.378 acre tract out of the Samuel Stivers Survey, Abstract 51, Jefferson County, Texas, and being out of a called 171.163 acre tract described in a conveyance to Jefferson County recorded in Clerk's file No. 2000004838 of the Jefferson County Real Property Records, Jefferson County, Texas; said 1.378 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the most northeasterly corner of the said 171.163 acre "WARRANTY DEED" TRACT said point also being the most southeasterly corner of a 37.684 acre "GIFT DEED" TRACT ONE, as recorded in the Jefferson County Clerk's file No. 2000004839;

THENCE South 42° 31' 31" West, along and with the north line of the said "WARRANTY DEED" TRACT, a distance of 56.30 feet to the POINT OF BEGINNING for the tract herein described;

THENCE South 55° 29' 57" East, a distance of 135.60 feet to a point for corner;

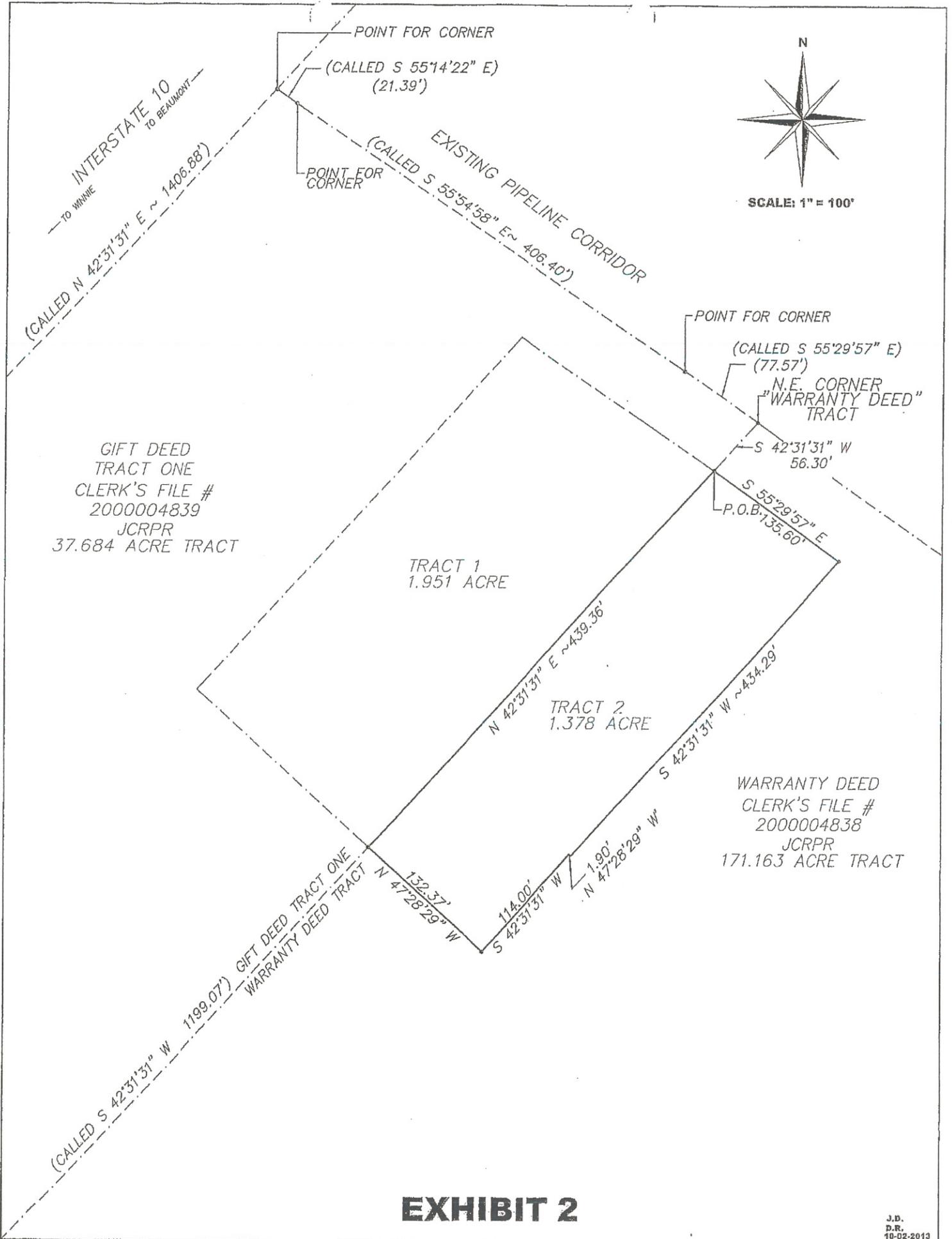
THENCE South 42° 31' 31" West, a distance of 434.29 feet to a point for corner;

THENCE North 47° 28' 29" West, a distance of 1.90 feet to a point for corner;

THENCE South 42° 31' 31" West, a distance of 114.00 feet to a point for corner;

THENCE North 47° 28' 29" West, a distance of 132.37 feet to a point for corner in the north line of the said 171.163 acre "WARRANTY DEED" TRACT;

THENCE North 42° 31' 31" East, along and with the north line of the said 171.163 acre "WARRANTY DEED" TRACT, a distance of 439.36 feet to the POINT OF BEGINNING for the tract herein described and containing 1.378 acres of land, more or less.





# 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, Jo Marie Hebert** has devoted 21 years of her life to the service of the taxpaying citizens of Jefferson County; and,

**WHEREAS,** that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

**WHEREAS, Jo Marie Hebert** served admirably in the position as Deputy Assessor-Collector of Taxes for Jefferson County; and,

**WHEREAS, Jo Marie Hebert** dedicated her talents and services to the sometimes overwhelming task of collecting property taxes, motor vehicle sales taxes and license fees through the licensing and titling of motor vehicles and many other activities necessary for the daily functioning of the County Tax Office; and,

**WHEREAS, Jo Marie Hebert** is a loyal, hardworking employee and goes above and beyond to provide excellent customer service and will be sorely missed by her co-workers;

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend Jo Marie Hebert 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

\_\_\_\_\_  
**EDDIE ARNOLD**  
Commissioner, Pct. #1

\_\_\_\_\_  
**MICHAEL S. SINEGAL**  
Commissioner, Pct. #3

\_\_\_\_\_  
**BRENT A. WEAVER**  
Commissioner, Pct. #2

\_\_\_\_\_  
**EVERETTE D. ALFRED**  
Commissioner, Pct. #4

**Special, August 04, 2014**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 04, 2014