

**SPECIAL, 7/6/2015 1:30:00 PM**

BE IT REMEMBERED that on July 06, 2015, 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 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4  
(ABSENT)

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*  
*July 06, 2015*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
July 06, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **06th** day of **July 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:00 a.m.-DISTRICT ATTORNEY: Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending litigation against the County and potential litigation.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

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

## **PURCHASING:**

1. Receive and file bids for (IFB 15-014/YS) Term Contract for Termite Treatment for Jefferson County.

**SEE ATTACHMENTS ON PAGES 8 - 75**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

2. Receive and file bids for (IFB 15-016/JW) McFaddin National Wildlife Refuge Dune Restoration.

**SEE ATTACHMENTS ON PAGES 76 - 267**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

3. Consider and approve price increase for (IFB 12-011/JW) Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District with ADAPCO, Inc. for item 7, Malathion Insecticide from \$36.69/gallon to \$37.79/gallon, price effective beginning July 6, 2015. The price increase is due to recent raw material, fuel, and logistics price increases.

**SEE ATTACHMENTS ON PAGES 268 - 269**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

4. Consider and approve an Engagement Letter for (RFP 14-019/JW) Auditing Services for Jefferson County with Pattillo, Brown, & Hill, L.L.P. for the second year of three (3) year contract from August 10, 2015 to August 9, 2016.

**SEE ATTACHMENTS ON PAGES 270 - 278**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**Notice of Meeting and Agenda and Minutes  
July 06, 2015**

5. Consider and approve, execute, receive and file a renewal for (IFB 14-028/JW), Term Contract for Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County with Robert A. Hoyt, for a first additional one (1) year renewal from August 24, 2015 to August 23, 2016.

**SEE ATTACHMENTS ON PAGES 279 - 279**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

6. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost for building materials.

114-0405-431-4009	BUILDINGS AND GROUNDS	\$1,000.00	
114-0405-431-3051	MOTOR OIL AND GREASE		\$1,000.00

**SEE ATTACHMENTS ON PAGES 280 - 280**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

7. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost for repairs.

114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$10,000.00	
114-0402-431-3079	CRUSHED STONE		\$10,000.00

**SEE ATTACHMENTS ON PAGES 281 - 281**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
July 06, 2015*

8. Receive and file Financials & Operating for the month ending May 31, 2015.

**SEE ATTACHMENTS ON PAGES 282 - 296**

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

9. Regular County Bills - check #409167 through check #409446.

**SEE ATTACHMENTS ON PAGES 297 - 305**

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

**COUNTY COMMISSIONERS:**

10. Consider, possibly approve and authorize the County Judge to execute an ASP Sublicense Agreement between Jefferson County, Texas and Datalogics, Inc. to provide software for a PDF Library ASP. (This is budgeted in the records management fund.)

**SEE ATTACHMENTS ON PAGES 306 - 318**

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

11. Receive and file Oath of Office for Cory J. Crenshaw appointed as Judge, County Court at Law # 2.

**SEE ATTACHMENTS ON PAGES 319 - 319**

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

*Notice of Meeting and Agenda and Minutes*  
*July 06, 2015*

12. Receive, consider, possibly approve and file the Annual Audit Report of Jefferson County ESD No. 4 in accordance with Sec. 775.082, Texas Health & Safety Code.

**SEE ATTACHMENTS ON PAGES 320 - 354**

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

13. Receive and file executed Grant of Easement from Jefferson County, Texas to the Texas Historical Commission for the Texas Historic Courthouse Preservation Program.

**SEE ATTACHMENTS ON PAGES 355 - 434**

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

**ENGINEERING:**

14. Execute, receive and file Utility Permit 12-U-15 to AT&T for boring a fiber optic cable on the North side of Industrial Road and ending at 1790 Industrial Road. This project is located in Precinct 2.

**SEE ATTACHMENTS ON PAGES 435 - 439**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Sinegal**  
**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.**

*Notice of Meeting and Agenda and Minutes*  
*July 06, 2015*

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



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – 3rd Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

IFB Number: IFB 15-014/YS  
IFB Title: Term Contract for Termite Treatment for Jefferson County  
IFB Due: **11:00 am, CST, Tuesday, June 30, 2015**  
Addendum No.: 1  
Issued (Date): June 24, 2015

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

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**Reason for Issuance of this addendum: Revised Bid Form (Attached)**

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

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

ATTEST:

Authorized Signature (Bidder)

\_\_\_\_\_  
Witness

**Managing Partner**

Title of Person Signing Above

\_\_\_\_\_  
Witness

**Aattaboy Termite & Pest Control, Inc.**

Typed Name of Business or Individual

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

**12151 HWY 90, Beaumont, TX 77713**

Address

## BID FORM – REVISED ADDENDUM 1

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Price per <u>SQUARE FOOT</u>
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	114,490	\$ 0.09
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	230,141	\$ 0.06
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$ 0.04
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$ 0.08
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$ 0.09
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$ 0.20
7	<b>Jefferson County Annex I – Port Arthur</b> 900 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	5,427	\$ 0.08
8	<b>Jefferson County Annex III – (Health &amp; Welfare) – Port Arthur</b> 246 Dallas Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	11,350	\$ 0.13

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## BID FORM – REVISED ADDENDUM 1 (Continued)

Item	Service Location	Square Footage	Price per <u>SQUARE FOOT</u>
9	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$ 0.16
10	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$ 0.11
11	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,100	\$ 0.20
12	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	\$ 0.12
13	<b>Southeast Texas Regional Airport Main Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$ 0.11

### Additional Warranty:

14	Additional Warranty (Cost per Year)	\$ 2,975.00
	Terms: First year renewal at no charge.	

### Acknowledgment of Addenda (if any):

Addendum 1  Date Received 06/24/2015

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): #1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

Aattaboy Termite & Pest Control, Inc.  
Company Name

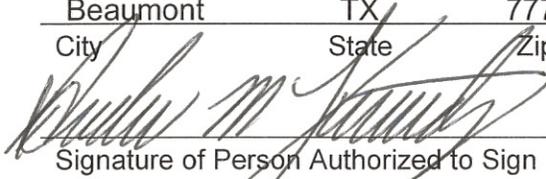
For clarification of this offer, contact:

12151 Hwy 90  
Address

Andrew M. Kennedy  
Name

Beaumont TX 77713  
City State Zip

409-722-3134 409-722-1018  
Phone Fax

  
Signature of Person Authorized to Sign

akennedy@aattaboy.com  
E-mail

Andrew M. Kennedy  
Printed Name

Managing Partner  
Title

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Contract No. 15-014/YS Term Contract for Termite Treatment 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. 15-014/YS, Term Contract for Termite Treatment 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

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Price
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	114,490	\$ 10,304.10
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	230,141	\$ 13,808.56
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$ 1,271.36
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$ 1,375.76
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$ 1,800.00
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$ 3,078.80
7	<b>Jefferson County Annex I – Port Arthur</b> 900 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	5,427	\$ 434.16
8	<b>Jefferson County Annex III – (Health &amp; Welfare) – Port Arthur</b> 246 Dallas Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	11,350	\$ 1,475.50

**(BID FORM CONTINUED ON NEXT PAGE)**

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## BID FORM (CONTINUED)

Item	Service Location	Square Footage	Price
9	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$ 457.28
10	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$ 1,413.50
11	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,100	\$ 420.00
12	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	\$ 1,728.00
13	<b>Southeast Texas Regional Airport Main Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$ 2,153.69

**Additional Warranty:**

14	Additional Warranty (Cost per Year)	\$ 2,975.00
	Terms: No charge for first year renewal. Cost per year begins in year 2 (two) of the contract period.	

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

Addendum 1   *10*                        Date Received   6/24/15  

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: Christus St. Elizabeth/St. Mary

Address: 2830 Calder, Beaumont TX 77702

Contact Person and Title: James Pearson/Plant Operations Manager

Phone: 409-842-7171 Fax: \_\_\_\_\_

Contract Period: 2010-present Scope of Work: Pest/Termite Control

### REFERENCE TWO

Government/Company Name: Motiva Enterprises, LLC

Address: 2555 Savannah Ave., Port Arthur TX 77642

Contact Person and Title: Joe LaFleur/Maintenance Manager

Phone: 409-853-2847 Fax: \_\_\_\_\_

Contract Period: 2012-present Scope of Work: Pest/Termite Control

### REFERENCE THREE

Government/Company Name: ITEX Property Management

Address: 3735 Honeywood Tr., Port Arthur TX 77642

Contact Person and Title: Katrina Wright/Asst. Director of Operations

Phone: 409-719-5700 Fax: \_\_\_\_\_

Contract Period: 2012-present Scope of Work: Pest/Termite Control

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

### Signature Page

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

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

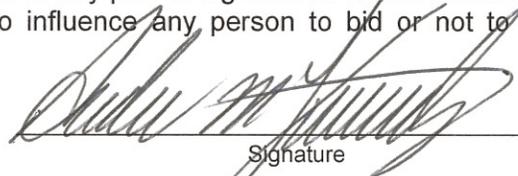
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

Aattaboy Termite & Pest Control, Inc.

Bidder (Entity Name)



Signature

12151 Hwy 90/P.O. Box 992

Street & Mailing Address

Andrew M. Kennedy

Print Name

Beaumont TX 77713/Port Neches TX 77651

City, State & Zip

06/15/2015

Date Signed

409-722-3134

Telephone Number

409-722-1018

Fax Number

akennedy@aattaboy.com

E-mail Address

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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="margin-left: 40px;">Andrew M. Kennedy</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="margin-left: 40px;">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="margin-left: 40px;">N/A</p>	

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**  
Page 2

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

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

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

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

Yes       No

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

Yes       No

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

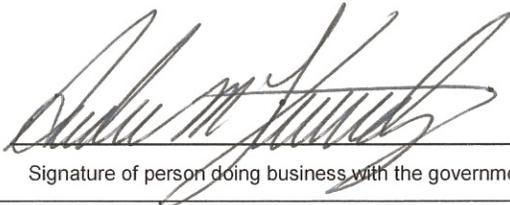
Yes       No

D. Describe each affiliation or business relationship:

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

N/A

7.

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

06/15/15  
\_\_\_\_\_  
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

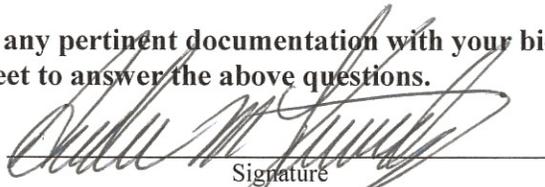
**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list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

Andrew M. Kennedy  
 \_\_\_\_\_  
 Printed Name of Authorized Representative

  
 \_\_\_\_\_  
 Signature

Managing Partner  
 \_\_\_\_\_  
 Title

06/15/15  
 \_\_\_\_\_  
 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 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): \_\_\_\_\_

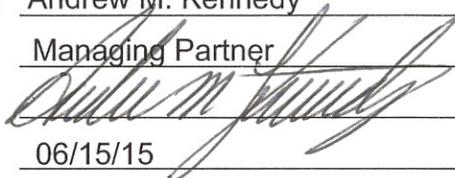
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

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): Andrew M. Kennedy

Title: Managing Partner

Signature: 

Date: 06/15/15

E-mail address: akennedy@aattaboy.com

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

Name (print or type): Dodie LeBlanc

Title: Office Manager

Date: 06/15/15

E-mail address: dleblanc@aattaboy.com

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

## Residence Certification/Tax Form

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that Aattaboy Termite & Pest, 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.):	3-20191-5866-9
Company Name submitting bid/proposal:	Aattaboy Termite & Pest Control, Inc.
Mailing address:	P.O. Box 992 Port Neches, TX 77651
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

### Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Andrew M. Kennedy, who  
(name)

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

"I, Andrew M Kennedy am a duly authorized officer of/agent  
(name)  
for Aattaboy Termite & Pest, Inc and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Aattaboy Termite & Pest, 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: Aattaboy Termite & Pest Control, Inc.  
12151 Hwy 90, Beaumont TX 77713

Fax: 409 722 1018 Telephone# 409 722 3134

by: Andrew M Kennedy Title: Managing Partner  
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named DAWN DAREE HAMPTON on

this the 15 day of JUNE, 2015.

[Handwritten Signature]  
Notary Public in and for  
the State of TEXAS



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2015

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

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

PRODUCER LIPCA Inc PO Box 80663 Baton Rouge, LA 70898	CONTACT NAME: Darlee K Ernst PHONE (A/C, No, Ext): (225) 927-3283 FAX (A/C, No): (225) 927-3295 E-MAIL ADDRESS:												
<b>INSURER(S) AFFORDING COVERAGE</b>													
INSURED Aattaboy Termite & Pest Control PO Box 992 Port Neches, TX 77651	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Markel Insurance Company</td> <td style="width: 20%;">NAIC # 38970</td> </tr> <tr> <td>INSURER B : Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Markel Insurance Company	NAIC # 38970	INSURER B : Gemini Insurance Company	10833	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Markel Insurance Company	NAIC # 38970												
INSURER B : Gemini Insurance Company	10833												
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

**COVERAGES** **CERTIFICATE NUMBER: 65063** **REVISION NUMBER: 20150616**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>			LLG0000647 01	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	Deductible 2,500						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<b>UMBRELLA LIAB</b>			CUA 1000923 11	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 4,000,000
	DED	RETENTION \$					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			MWC0047825-02	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> Jefferson County 1001 Pearl Street Beaumont, TX 77701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--



Termite & Pest Control, Inc.

*"Choose us & find out why our customers say Aattaboy!"*

TPCL # 11907

June 24, 2015

Jefferson County Purchasing  
Attn: Yea-Mei Sauer  
1001 Pearl St. 3<sup>rd</sup> Floor  
Beaumont, TX 77701

Re: Proposed Termite Treatment Plan

To Whom it Concerns;

The proposed treatment plan for buildings listed in the IFB 15-014/YS is as follows:

- Liquid exterior barrier treatment around all buildings using Termidor SC termiticide. Consists of trenching, treating and "rodding" of specific areas.
- Advance Termite Baiting System to be placed in ground around Historic Courthouse, New Courthouse and Sub Courthouse in Port Arthur.
- All interior areas (i.e. wall voids) that have evidence of active termites and areas of previous infestation will be treated with a combination of Termidor Dry and Termidor SC foam.
- Monthly inspections on all buildings in this IFB will be performed, at no additional charge, for the first 4 months to ensure efficacy of material.
- Any additional treatments needed to gain control of subterranean termites during the contract term will be at no charge.

Please contact our office at 409-722-3134 if any clarification is required.

Best Regards,

Andrew M. Kennedy  
Managing Partner

Aattaboy Termite & Pest Control Inc.  
P O Box 992  
Port Neches, Texas 77651

RECEIVED 10:04 AM JUN 30 2015

SEALED BID  
Jefferson County Purchasing Dept.  
Attn: Yea-Mei Sauer  
Bid: Term Contract for Termite Treatment for  
Jefferson Co.  
Bid#: IFB 15-014/YS  
Due: 11:00 A.M. June 30, 2015

# 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): N/A, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

GIG Pest Control  
Company Name

For clarification of this offer, contact:

3015. Adam St.  
Address

Henry Garrett  
Name

Beesville TX. 78102  
City State Zip

361-358-4886 361-358-4884  
Phone Fax

[Signature]  
Signature of Person Authorized to Sign

gandgpestcontrol@sbcglobal.net  
E-mail

Henry Garrett  
Printed Name

Owner  
Title

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

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: Contract No. 15-014/YS Term Contract for Termite Treatment 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. 15-014/YS, Term Contract for Termite Treatment for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

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

## BID FORM

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Price
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	114,490	\$ 8000.00
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	230,141	\$ 6900.00
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$ 1270.00
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$ 1370.00
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$ 1800.00
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$ 3000.00
7	<b>Jefferson County Annex I – Port Arthur</b> 900 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	5,427	\$ 370.00
8	<b>Jefferson County Annex III – (Health &amp; Welfare) – Port Arthur</b> 246 Dallas Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	11,350	\$ 1470.00

**(BID FORM CONTINUED ON NEXT PAGE)**

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## BID FORM (CONTINUED)

Item	Service Location	Square Footage	Price
9	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$ 400.00
10	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$ 1280.00
11	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,100	\$ 395.00
12	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400.	\$ 1400.00
13	<b>Southeast Texas Regional Airport Main Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$ 2150.00

**Additional Warranty:**

\$ 29805.00

14	Additional Warranty (Cost per Year)	\$ 2700.00
	Terms:	

**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: Beeville Housing Authority  
 Address: 1101 W. Bowie Beeville TX. 78102  
 Contact Person and Title: Rose Linda  
 Phone: 361-362-0399 Fax: 361-358-3865  
 Contract Period: over 7 year Scope of Work: All Pest & termite Control

### REFERENCE TWO

Government/Company Name: Victoria College  
 Address: 2200 East Red River Rd Victoria TX. 77901  
 Contact Person and Title: Director of Physical Plant Robert Duffie  
 Phone: 361-572-6461 Fax: 361-582-2561  
 Contract Period: 2005 til now Scope of Work: termite work

### REFERENCE THREE

Government/Company Name: Skidmore-Tynan School District  
 Address: P.O. Box 409 Skidmore TX. 78389  
 Contact Person and Title: Director of Maintenance Joe DeLuna  
 Phone: 361-387-3424 Fax: 361-287-3442  
 Contract Period: 2004 - til now Scope of Work: Pest & termite Control

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

### Signature Page

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

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

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

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

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

G&G Pest Control  
Bidder (Entity Name)

[Handwritten Signature]  
Signature

301 S. Adam St.  
Street & Mailing Address

Henry GARRETT owner  
Print Name

Beeville TX 78102  
City, State & Zip

6-19-15  
Date Signed

361-358-4886  
Telephone Number

361-358-4884  
Fax Number

gandgpestcontrol@sbcglobal.net  
E-mail Address

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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>None</i></p>	
<p>2. <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="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: 1.2em;"><i>None</i></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: 1.2em;"><i>None</i></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:

*None*

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

*None*

7.

*None*

\_\_\_\_\_  
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.**

Henry Barrett  
Printed Name of Authorized Representative

[Signature]  
Signature

Owner  
Title

6-20-15  
Date

***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 G2G Pest Control [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.):	74-2656376
Company Name submitting bid/proposal:	G2G Pest Control
Mailing address:	301 S. Adam St. Beville TX 78102
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	N/A

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

### Bid Affidavit

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

STATE OF TEXAS COUNTY OF Bell

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

on this day personally appeared Henry Garrett, who  
(name)

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

"I, Henry GARRETT am a duly authorized officer of/agent  
(name)  
for G.E.G Pest Control and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said G.E.G Pest Control.  
(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: G.E.G Pest Control

301 S. Adams St. Beeville TX 78002

Fax: 361-358-4886 Telephone# 361-358-4886

by: Henry Garrett Title: Owner  
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named Henry Garrett on

this the 19 day of June, 2015.

[Signature]  
Notary Public in and for  
the State of TEXAS



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

**G & G Pest Control**

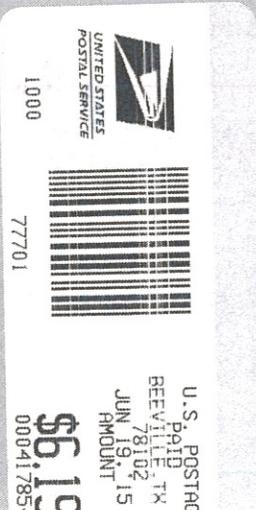
301 S Adams  
Beville, Texas 78102  
1-361-358-4886

Bid Name:

Term Contract of Term, Treatment of Jefferson County

Bid No# 1FB15-01415

Jefferson County Purchasing Department  
1001 Park 1 St. 3rd Floor  
Beavmont, TX. 77701



JUN 23 2014

RECEIVED 12:17 PM JUN 22 2014

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): #1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

GUARDTECH PEST MGMT, INC.

Company Name

For clarification of this offer, contact:

6550 CONCORD RD.

Address

KENNETH CARR

Name

BEAUMONT, TX 77708

City State Zip

409-813-2290 / 409-838-4155

Phone Fax



Signature of Person Authorized to Sign

Kenneth@guardtechpest.com

E-mail

KENNETH W. CARR

Printed Name

PRESIDENT

Title

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

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: Contract No. 15-014/YS Term Contract for Termite Treatment 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. 15-014/YS, Term Contract for Termite Treatment for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

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

## BID FORM – REVISED ADDENDUM 1

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Price per SQUARE FOOT
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	114,490	\$ <i>.09</i>
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	230,141	\$ <i>.03</i>
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$ <i>.06</i>
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$ <i>.07</i>
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$ <i>.07</i>
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$ <i>.12</i>
7	<b>Jefferson County Annex I – Port Arthur</b> 900 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	5,427	\$ <i>.20</i>
8	<b>Jefferson County Annex III – (Health &amp; Welfare) – Port Arthur</b> 246 Dallas Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	11,350	\$ <i>.13</i>

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## BID FORM – REVISED ADDENDUM 1 (Continued)

Item	Service Location	Square Footage	Price per SQUARE FOOT
9	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$ <b>.20</b>
10	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$ <b>.09</b>
11	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,100	\$ <b>.25</b>
12	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	\$ <b>.07</b>
13	<b>Southeast Texas Regional Airport Main Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$ <b>.10</b>

### Additional Warranty:

14	Additional Warranty (Cost per Year)	\$
	Terms: <b>YEARS 2-5</b>	<b>\$5400.<sup>00</sup>/</b>

### Acknowledgment of Addenda (if any):

Addendum 1 KWC      Date Received 6/26/15

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: CITY OF BEAUMONT  
 Address: 801 MAIN, BEAUMONT, TX 77701  
 Contact Person and Title: BOB HOLLAR / PURCHASING  
 Phone: 409-880-3758 Fax: \_\_\_\_\_  
 Contract Period: 2 YEAR Scope of Work: PEST CONTROL

### REFERENCE TWO

Government/Company Name: CITY OF LUMBERTON  
 Address: 160 E. CHANCE RD., LUMBERTON, TX 77657  
 Contact Person and Title: SUSAN COLLINS / CITY SECRETARY  
 Phone: 409-755-0031-EXT 101 Fax: \_\_\_\_\_  
 Contract Period: YEAR TO YEAR Scope of Work: PEST CONTROL

### REFERENCE THREE

Government/Company Name: PORT ARTHUR ISD.  
 Address: 4801 9th AVE, PORT ARTHUR, TX 77642  
 Contact Person and Title: MARK ROULY / REGULATORY COMPLIANCE MGR.  
 Phone: 409-460-2146 Fax: \_\_\_\_\_  
 Contract Period: 5 YEARS Scope of Work: PEST CONTROL

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

### Signature Page

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

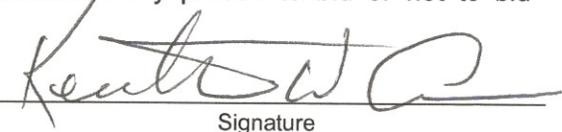
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes  No

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

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

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

GUARDTECH PEST MGMT, INC  
Bidder (Entity Name)

  
Signature

6550 CONCORD RD  
Street & Mailing Address

KENNETH W. CARR  
Print Name

BEAUMONT, TX 77708  
City, State & Zip

6/26/15  
Date Signed

409-813-2290  
Telephone Number

408-838-4155  
Fax Number

kenneth@guardtechpest.com  
E-mail Address

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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;"><i>GUARDTECH PEST MANAGEMENT, INC.</i></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px; 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; margin-top: 20px;"><i>NONE</i></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; margin-top: 20px;"><i>NONE</i></p>	

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**  
Page 2

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

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

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

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

Yes  No

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

Yes  No

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

Yes  No

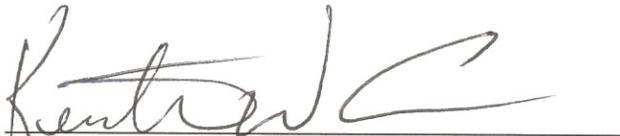
D. Describe each affiliation or business relationship:

N/A

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

N/A

7.



Signature of person doing business with the governmental entity

6/26/15

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

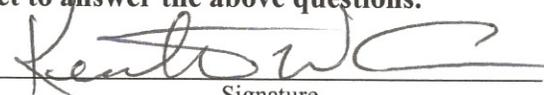
**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list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

KENNETH W. CARR  
Printed Name of Authorized Representative

  
Signature

PRESIDENT  
Title

6/26/15  
Date

***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: N/A HUB:  Yes  No

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

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

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

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: N/A

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

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

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

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

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

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

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

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



## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: N/A

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

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

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

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

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

Subcontractor Name: N/A

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

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

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

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

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

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

### Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

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

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

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

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

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

Subcontractor Name: N/A

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

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

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

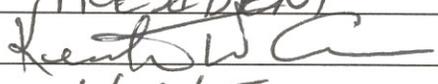
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

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

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): KENNETH W. CARR

Title: PRESIDENT

Signature: 

Date: 6/26/15

E-mail address: kenneth@guardtechpest.com

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

Name (print or type): Jennifer Trahan

Title: Office Manager

Date: 6/26/15

E-mail address: Jennifer@guardtechpest.com

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

## Residence Certification/Tax Form

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that GUARDTECH PEST MGMT, 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.):	76-0605039
Company Name submitting bid/proposal:	GUARDTECH PEST MGMT., INC.
Mailing address:	6550 CONCORD RD, BEAUMONT, TX 77708
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**
300050-000/013120-00000	6550 CONCORD RD, BEAUMONT, TX 08

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

### Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared KENNETH CARR, who  
(name)

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

"I, KENNETH W. CARR am a duly authorized officer of/agent  
(name)  
for GUARDTECH PEST MGMT, INC. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said GUARDTECH PEST MGMT, 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: GUARDTECH PEST MANAGEMENT, INC.  
6550 CONCORD RD, BEAUMONT, TX 77708

Fax: 409-838-4155 Telephone# 409-813-2290

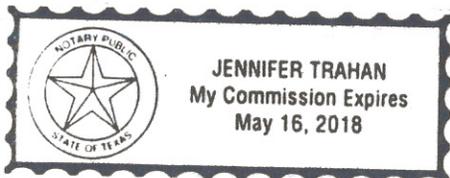
by: KENNETH W. CARR Title: PRESIDENT  
(print name)

Signature: *Kenneth W Carr*

SUBSCRIBED AND SWORN to before me by the above-named Kenneth Carr on

this the 29 day of JUNE, 2015.

*Jennifer Trahan*  
Notary Public in and for  
the State of Texas



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



JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street - 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 15-014/YS
IFB Title: Term Contract for Termite Treatment for Jefferson County
IFB Due: 11:00 am, CST, Tuesday, June 30, 2015
Addendum No.: 1
Issued (Date): June 24, 2015

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

Reason for Issuance of this addendum: Revised Bid Form (Attached)

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

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder

ATTEST:

[Handwritten Signature]
Authorized Signature (Bidder)

Witness

PRESIDENT
Title of Person Signing Above

Witness

GUARDTECH PEST MGMT, INC.
Typed Name of Business or Individual

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

6550 CONCORD RD, BEAUMONT, TX
Address

RECEIVED 04:31 PM JUN 29 2015



Term Contract for Termite Treatment for  
Jefferson County  
IFB 15-014/Y5  
11:00 am CST, June 30, 2015  
Jefferson County Purchasing Department  
1001 Pearl Street, 3rd Floor  
Beaumont, TX 77701

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

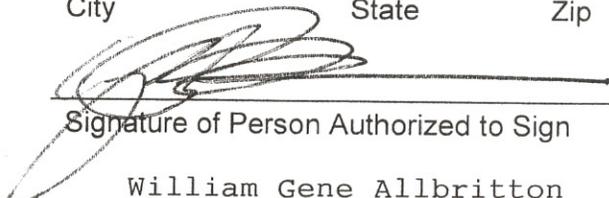
We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

TRICITY EXTERMINATING CO.  
Company Name

3304 Spurlock Rd  
Address

Nederland, TX 77627  
City State Zip

  
Signature of Person Authorized to Sign

William Gene Allbritton  
Printed Name

Owner  
Title

For clarification of this offer, contact:

Gene Allbritton  
Name

409-724-2843 409-724-0900  
Phone Fax

gene@tri-cityext.com  
E-mail

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

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: Contract No. 15-014/YS Term Contract for Termite Treatment 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. 15-014/YS, Term Contract for Termite Treatment for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

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

## BID FORM

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Price
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	114,490  0.07	\$  8,043.00
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	230,141  0.07	\$  16,109.87
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784  0.07	\$  2,224.88
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197  0.07	\$  1,203.79
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000  0.07	\$  1,400.00
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394  0.09	\$  1,385.46
7	<b>Jefferson County Annex I – Port Arthur</b> 900 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	5,427  0.09	\$  488.43
8	<b>Jefferson County Annex III – (Health &amp; Welfare) – Port Arthur</b> 246 Dallas Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	11,350  0.09	\$  1,021.50

**(BID FORM CONTINUED ON NEXT PAGE)**

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## BID FORM (CONTINUED)

Item	Service Location	Square Footage	Price
9	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858 0.09	\$ 257.22
10	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850 0.09	\$ 1,156.50
11	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,100 0.09	\$ 189.00
12	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400 0.09	\$ 1,296.00
13	<b>Southeast Texas Regional Airport Main Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579 0.09	\$ 1,762.11

### Additional Warranty:

14	Additional Warranty (Cost per Year)	\$
	Terms: no charge for first year warranty, will be charge on 2nd year of service agreement (Semi annual inspections of each building)	4,000.00

### Acknowledgment of Addenda (if any):

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**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.

TRICITY EXTERMINATING CO.

---

Bidder (Entity Name)

3304 Spurlock rd

---

Street & Mailing Address

Nederland, TX 77627

---

City, State & Zip

409-724-2843

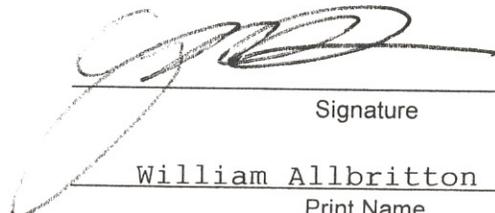
---

Telephone Number

gene@tri-cityext.com

---

E-mail Address




---

Signature

William Allbritton

---

Print Name

06/30/2015

---

Date Signed

409-724-0900

---

Fax Number

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

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ  
Page 2

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

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

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

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

Yes  No

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

Yes  No

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

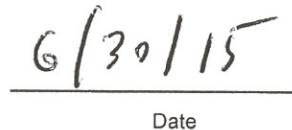
Yes  No

D. Describe each affiliation or business relationship:

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

7.

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

  
\_\_\_\_\_  
Date

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

### 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: SEE ATTACH

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.***



3304 Spurlock Road  
 Nederland, TX 77627  
 Phone (409) 724-2843 (724-BUG'D)  
 Fax (409) 724-0900  
 www.tricity@gt.rr.com

This is your personal invitation to call on us for your exterminating needs. We offer and deliver the following:

#### TYPES OF SERVICES

Pest Control- Inspection and Services Including Monthly, Quarterly, Annually or One Time

Termite Services – Inspections and Services Including Control Prevention, Construction Pretreats, and Wood Destroying Insect Report (termite certificates)

Specialty Services- A Multitude of Special Services Including Pest Proofing, Bird Management, Mosquito Control, Lawns, Ornamental, Trees, Etc.

Over The Counter Sales- Do It Yourself Products and Advice on How To Do It

#### ABOUT OUR COMPANY

- Our Company was established in 1983. We provide service for the entire Golden Triangle Area.
- Our Company, headed by Wm. Gene Allbritton, has been in the Pest & Termite Control field since 1977.
- Our Company technicians are continuously trained and attend regular scheduled Pest and Termite control workshop.
- Our Company will do our best to schedule all serve appointments prior to service being performed to assure convenience for all involved.
- Our Company is licensed and regulated with Structural Pest Control Board of Texas which requires a token amount of insurance. We require more for you and us in case need.
- Our Company services are provided in compliance with EPA laws and Structural Pest Control Board regulation.

Sincerely,

Gene Allbritton

Owner—Tri City Exterminating Co.

PROFESSIONAL REFERENCES

Ronald Doty, Jr., CPA  
905 South Hwy 69  
Nederland, TX 77627  
(409) 721-9209

Kason Menges  
McAlister's Deli  
8393 Memorial Blvd.  
Port Arthur, TX 77640  
(409) 729-3354

Holly Hinds, Realtor  
Coldwell Bankers Southern Homes  
3160 Merriman  
Port Neches, TX 77651  
(409)727-0420

Connie Megas  
Schooner Seafood  
1507 Hwy 69  
Nederland, TX 77627  
(409) 722-2323

Diana Schumacher, Realtor  
American Real Estate  
1508 South 21<sup>st</sup> St.  
Nederland, TX 77627  
(409) 727-3196

Clark Moore  
UBI Caritas  
4450 Highland  
Beaumont, TX 77705  
(409) 832-1924

Bobbie Dugas, Office Manager  
Remax First  
1433 S. Hwy 69  
Nederland, TX 77627  
(409) 727-3999

PEST CONTROL  
LAWN & TREE SERVICE  
BIRD CONTROL

TERMITE CONTROL  
REAL ESTATE INSPECTIONS  
MISTAWAY SYSTEMS

*Tri City*  
EXTERMINATING CO.

Ph: (409) 724-2843  
Fax: (409) 724-0900  
Bridge City: (409) 735-2053  
Lumberton: (409) 755-9864

GENE ALLBRITTON

3304 Spurlock Rd.  
Nederland, TX 77627  
Cell: (409) 284-1785

BUGGED? CALL (409) 724-BUG'D  
www.tri-cityext.com

BID NAME: TERM CONTRACT  
FOR TERMITE TREAT.  
FOR JEFFERSON  
COUNTY

BID NO: IFB-15-014/Y5

JEFFERSON COUNTY  
PURCHASING DEPT.  
1001 PEARL ST.  
BEAUMONT, TX 77701

JUN 30 2015

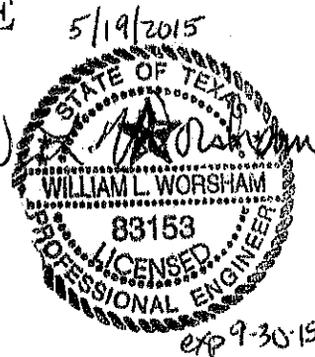
RECEIVED 10:17 AM JUN 30 2015

**TEXAS GENERAL LAND OFFICE  
US FISH AND WILDLIFE SERVICE**

**MCFADDIN NWR DUNE RESTORATION  
JEFFERSON COUNTY, TEXAS**

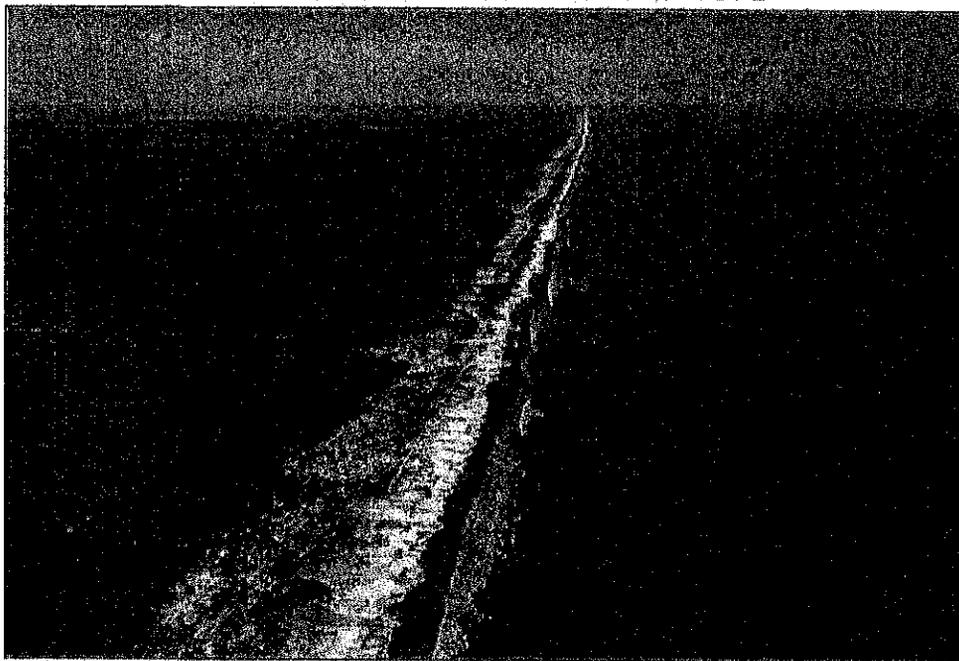
**CONTRACT DOCUMENTS**

**MAY 19, 2015**



**LJA Engineering, Inc.**

**100% SUBMITTAL - REVISION 1**



**TGLO CONTRACT NO. 12-403-014 W.O. NO. 6822  
IKE DISASTER RECOVERY - ROUND 2.2 FUNDING  
PROJECT 21226  
JEFFERSON COUNTY IFB 15-016/JW**

**APOLLO ENVIRONMENTAL  
PO BOX 12114  
BEAUMONT TX 77726**

*original*



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

---

1001 Pearl Street, 3<sup>rd</sup> Floor Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**June 1, 2015  
Legal Notice**

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, **15-016/JW, McFaddin National Wildlife Refuge Dune Restoration**. All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1001 Pearl Street, 3rd Floor, Beaumont, Texas 77701, no later than 11:00 AM CDT, Tuesday, **June 30, 2015**. Bids will be publicly opened and read at that time.

Specifications and plans are available for a non-refundable fee of \$75 from **Suzanne Pate, LJA Engineering, Inc., 905 Orleans St., Beaumont, TX 77701**. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593.

**A Mandatory Pre-Bid Conference will be held on Tuesday, June 16, 2015 at 10:00 AM CDT. The conference will be held at the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor), 1149 Pearl Street, Beaumont, Texas.**

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

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas General Land Office (GLO) and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

Funding for this project is covered under Section 3 of the Housing and Urban Development Act of 1968. All eligible bidders must comply with Section 3 requirements in regards to meeting or exceeding the required objectives for both hiring and subcontracting. In accordance with these objectives, contractors are required to direct their newly created employment and/or subcontracting opportunities to Section 3 Residents and Business Concerns.

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

<b>BID NAME:</b>	<b>McFaddin National Wildlife Refuge Dune Restoration</b>
<b>BID NO:</b>	<b>15-016/JW</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM CDT, Tuesday, June 30, 2015</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, TX 77701</b>

Sincerely,



Deborah L. Clark  
Jefferson County  
Purchasing Agent

Publish: **June 3, 2015 and June 10, 2015**

MCFADDIN NATIONAL WILDLIFE REFUGE  
DUNE RESTORATION

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## NOTICE TO BIDDERS

SEALED BIDS SHALL BE SUBMITTED TO:

**JEFFERSON COUNTY PURCHASING DEPARTMENT  
1001 PEARL STREET, 3<sup>RD</sup> FLOOR, BEAUMONT, TEXAS 77701**

**NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, June 30, 2015**

**MARK ENVELOPE:**

**"15-016/JW, McFaddin National Wildlife Refuge Dune Restoration"**

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

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

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

**PLEASE TAKE NOTE OF THE FOLLOWING COUNTY HOLIDAYS:**

**1. County Holidays – 2015**

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

**FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

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

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

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

## GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

### 1. Bidding

- 1.0 Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the IFB number (15-016/JW ), name of bidder, and the date and time of bid opening.
- 1.1 Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department  
1001 Pearl Street, 3rd Floor  
Beaumont, TX 77701
- 1.2 All bids must be submitted on the bid form furnished in this package.
- 1.3 The bid shall be legibly printed in ink or typed.
- 1.4 Erasures or other corrections in the bid must be noted over the signature of the bidder.
- 1.5 All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- 1.6 Authorized Signatures. The bid must be executed personally by the bidder, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the bidder shall accompany the bid to become a valid bid, and must include the complete address of the bidder.
- 1.7 Late Bids. Bids must be in the Purchasing Department before or at 11:00am by submission deadline. Bids received after 11:00am, the submission deadline, shall be rejected as non-responsive and returned unopened.
- 1.8 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before opening by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at 11:00am submission deadline. Jefferson County reserves the right to withdraw a request for bids before the specified opening date and time.
- 1.5 Withdrawal of Bids After Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.6 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. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. The absence of stated exceptions and/or substitutions shall indicate that the bidder has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.
- 1.8 Alternates. No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.
- 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. Bidders 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. Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certi-

fied Check or Cashier's Check payable without recourse to Jefferson County, or a bid bond with corporate surety authorized to conduct business in Texas.

- 1.17 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 **Vendor Registration: SAM (System for Award Management).** Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.
- The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>
- 1.21 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the bidder. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.
- 1.22 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. Inspection of Site

- 2.1 Each bidder should visit the site of the proposed work and become fully acquainted with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or

acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

### 3. Performance

- 3.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 3.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- 3.3 Delivery Location. All deliveries will be made to the address(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.
- 3.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO (after receipt of order) shall be stated in the space, if provided, on the bid form.
- 3.5 Delivery Charges. Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (In writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered, freight included.
- 3.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.
- 3.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.
- 3.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.
- 3.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances in effect for Jefferson County or the State of Texas at the time of performance.
- 3.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless

Jefferson County for any and all damages that may be assessed against the County.

- 3.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.
- 3.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.
- 3.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.
- 3.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 3.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.
- 3.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to this bid.

#### **4. Notice to Proceed/Purchase Orders and Payment**

- 4.1 Purchase Orders. A purchase order(s) or written Notice to Proceed shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all ser-

VICES rendered and accepted by the contract administrator for which a valid invoice has been received.

- 4.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department. Invoices should be sent directly to the Jefferson County Auditor, Patrick Swain, located at 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701.
- 4.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.
- 4.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

## 5. Contract

- 5.1 Contract Definition/Contract Agreement. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.
- 5.2 Changes in the Work
- 5.2.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.
- 5.2.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- 5.2.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all

changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

5.2.4 Each change order shall include in its final form:

5.2.4.1 A detailed description of the change in the work.

5.2.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

5.2.4.3 A definite statement as to the resulting change in the contract price and/or time.

5.2.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5.2.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

5.3 Claims for Extra Cost

5.3.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

5.3.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

5.3.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

5.3.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

5.4 Termination, Delays, and Liquidated Damages

5.4.1 Right of the Owner to Terminate Contract. In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence per-

formance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

5.4.2 Liquidated Damages for Delays. If the work is not completed within the number of working days stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

5.4.3 Excusable Delays.

5.4.3.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

5.4.3.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

5.4.3.3 Any acts of the Owner;

5.4.3.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5.4.3.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

5.5 Assignment or Novation. The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of

all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

5.6 Disputes.

5.6.1 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

5.6.2 The Contractor shall submit in detail his claim and his proof thereof.

5.6.3 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

5.7 Conflict of Interest.

5.7.1 Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

5.7.2 When conflict of interest is discovered, it shall be grounds for termination of contract.

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

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

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

5.11 Uniform Commercial Code. The successful bidder and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code, subject to and enforceable according to the laws of the State of Texas.

- 5.12 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.
- 5.13 Sale, Assignment, or Transfer of Contract. The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.
- 5.14 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## **6. Execution of Agreement/Performance and Payment Bonds**

- 6.1 Performance and Payment Bonds requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district, or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.
- 6.2 The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Jefferson County may grant, shall constitute a default and Jefferson County may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Jefferson County may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Jefferson County for a refund.

## **7. Statement of Bidder's Qualifications**

- 7.1 Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. Jefferson County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish Jefferson County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy Jefferson County that the bidder is qualified to carry out properly the terms of the contract.

## **8. Interpretation of Addenda**

- 8.1 No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Jefferson County or engineer no less than seven (7) days prior to the bid opening. Each interpretation will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

## **9. Minority-Women Business Enterprise Participation**

- 9.1 It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement pro-

grams. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**10. Non Discrimination**

10.1 The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**11. Equal Employment Opportunity**

11.1 Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

**12. Wages and Salaries**

12.1 Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

**13. Section 3**

13.1 Attention is called to the required Section 3 contracting and hiring objectives specified in the Contract Documents. These minimum objectives for hiring and contracting must be enforced. It is therefore the responsibility of the Bidder to inform themselves as to these requirements

## SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

- 1.1 Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number and Bid Name: 15-016/JW, McFaddin National Wildlife Refuge Dune Restoration**, 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

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

### 3. Delivery

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

### 4. Payment

- 4.1 Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.
- 4.2 Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

### 5. Payments to Contractor

#### 5.1 Partial Payments

- 5.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Jefferson County Auditor, Patrick Swain, for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices.

Copies of all invoices shall be available for inspection of the Jefferson County Engineer.

- 5.2.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

## 5.2 Final Payment

- 5.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

- 5.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

- 5.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

- 5.3 Payments Subject to Submission of Certificates. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

- 5.4 Withholding Payments. The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

## 6. Usage Reports

- 6.1 Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all

purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**7. Insurance**

- 7.1 The contractor (including any and all subcontractors as defined in Section 8.1.3 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.
- 7.2 All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- 7.3 Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.
- 7.4 All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements**

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

**8. Workers' Compensation Insurance**

8.1 Definitions:

- 8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, 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.
- 8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without

limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas 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.
- 8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

- 8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 8.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

# COUNTY OF JEFFERSON STANDARD FORM OF AGREEMENT FOR OWNER-CONTRACTOR PROJECTS

STATE of TEXAS }

JEFFERSON COUNTY }

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, A.D. 2015, by and between (Grant Recipient) of the COUNTY of \_\_\_\_\_ in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and (Construction Firm) of the City of \_\_\_\_\_ County of \_\_\_\_\_ in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follow: and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by LJA Engineering, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 240 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 260 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

\_\_\_\_\_  
Party of the First Part (OWNER)

\_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

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

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

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

# GENERAL CONTRACT CONDITIONS FOR CONSTRUCTION

## 1. Contract and Contract Documents

- 1.1 The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.
- 1.2 The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

## 2. Definitions

- 2.1 Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:
  - 2.1.1 The term "Contract" means the Contract executed between the Jefferson County hereinafter called the Owner and (Name of Construction Co.), hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
  - 2.1.2 The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
  - 2.1.3 The term "Engineer" means LJA Engineering, Inc., Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.
  - 2.1.4 The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

## 3. Supervision by Contractor

- 3.1 Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- 3.2 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

## 4. Subcontracts

- 4.1 The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

- 4.2 No proposed subcontractor shall be disapproved by the city/county except for cause.
- 4.3 The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- 4.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract, including Section 3 requirements.
- 4.5 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

## **5. Fitting and Coordination of Work**

- 5.1 The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

## **6. Payments to Contractor**

### **6.1 Partial Payments**

- 6.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 6.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

### **6.2 Final Payment**

- 6.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
- 6.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any

work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

6.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

6.3 Payments Subject to Submission of Certificates

6.3. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

6.4 Withholding Payments

6.4.1 The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

**7. Changes in the Work**

7.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

7.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

7.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

7.4 Each change order shall include in its final form:

- 7.4.1 A detailed description of the change in the work.
- 7.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.
- 7.4.3 A definite statement as to the resulting change in the contract price and/or time.
- 7.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 7.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

## **8. Claims for Extra Cost**

- 8.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- 8.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- 8.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- 8.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

## **9. Termination, Delays, and Liquidated Damages**

- 9.1 Right of the Owner to Terminate Contract.
- 9.2 In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
- 9.3 Liquidated Damages for Delays.

9.3.1 If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

9.4 Excusable Delays.

9.4.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

9.4.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

9.4.3 Any acts of the Owner;

9.4.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

9.4.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

**10. Assignment or Novation**

10.1 The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

**11. Disputes**

11.1 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Con-

tractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

- 11.2 The Contractor shall submit in detail his claim and his proof thereof.
- 11.3 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

## **12. Technical Specifications and Drawings**

- 12.1 Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

## **13. Shop Drawings**

- 13.1 All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- 13.2 Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- 13.3 If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

## **14. Requests for Supplementary Information**

- 14.1 It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which

each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

#### **15. Materials and Workmanship**

- 15.1 Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- 15.2 The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- 15.3 Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- 15.4 Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- 15.5 The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

#### **16. Samples, Certificates and Tests**

- 16.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- 16.2 Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- 16.3 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- 16.4 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- 16.4.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- 16.4.2 The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- 16.4.3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- 16.4.4 The Owner will pay all other expenses.

#### **17. Permits and Codes**

- 17.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- 17.2 Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.
- 17.3 The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- 17.4 The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- 17.5 The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

- 17.6 During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

#### **18. Care of Work**

- 18.1 The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- 18.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- 18.3 In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.
- 18.4 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- 18.5 The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### **19. Accident Prevention**

- 19.1 No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- 19.2 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- 19.3 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- 19.4 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or

alleged to have been suffered by any person as a result of any work conducted under this contract.

19.5 The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

19.6 The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

## **20. Sanitary Facilities**

20.1 The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## **21. Use of Premises**

21.1 The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

21.2 The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

## **22. Removal of Debris, Cleaning, Etc.**

22.1 The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

## **23. Inspection**

23.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same

against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

- 23.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- 23.3 The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- 23.4 Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- 23.5 Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- 23.6 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### **24. Review by Owner**

- 24.1 The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

#### **25. Final Inspection**

- 25.1 When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

**26. Deduction for Uncorrected Work**

- 26.1 If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

**27. Insurance**

- 27.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

27.1.1 Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

27.1.2 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: Contractor's Public Liability insurance and Vehicle Liability Insurance shall be in an amount not less than \$500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$200,000.

The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph.

The Contractor shall name the OWNER, Texas and the Engineer as additional Insured on all insurance policies. The Contractor and any subcontractors shall provide Certificates of Insurance evidencing said coverage. Said insurance certificates shall be presented to the OWNER for approval prior to the start of work on the project.

27.1.3 Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

**28. Warranty of Title**

- 28.1 No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale,

lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all sub-contracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

## **29. Warranty of Workmanship and Materials**

- 29.1 Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

## **30. Compliance with Air and Water Acts**

- 30.1 In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:
- 30.1.1 Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- 30.1.2 He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- 30.1.3 Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.
- 30.2 If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

## **31. Equal Employment Opportunity**

- 31.1 The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender, or national origin. Such action shall include, but not be lim-

ited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

- 31.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 31.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 31.4 The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- 31.5 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- 31.6 The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- 31.7 The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 31.8 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- 31.9 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

### **32. Affirmative Action for Workers with Disabilities**

- 32.1 The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **33. Section 109 of the Housing and Community Development Act of 1974**

- 33.1 No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

### **34. The Provision of Local Training, Employment, and Business Opportunities**

- 34.1 Opportunities for training and employment must be given lower income residents of the project area and contracts for work in connection with the project be awarded

to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The minimum requirements for compliance with Section 3 are:

34.1.1 Thirty percent (30%) of total number of new hires as Section 3 Residents (i.e. 1 out of 3 new hires);

34.1.2 Ten percent (10%) of all awarded construction contracts to Section 3 Business Concerns

34.2 The Contractor will include the Section 3 clause in every subcontract for work in connection with the project.

34.3 The Contractor will be responsible for insuring that all Section 3 hiring and contracting objectives are met as applicable.

34.4 The Contractor will be responsible for the compliance of all Section 3 covered subcontractors regardless of tier.

34.5 Verification of efforts to comply and any impediments thereto must be accurately documented by the responsible contractor.

34.6 All contracts of \$100,000.00 or more are subject to Section 3. All contractors must be made aware, and must agree to these requirements. The only exceptions that will be considered are:

34.6.1 Contractor does not intend to perform any project specific hiring;

34.6.2 Contractor does not intend to subcontract any project specific work;

34.6.3 Local subcontractors, those located within the County in which the project is based, decline the work;

34.6.4 No qualified subcontractors are located within the County

### **35. Non Segregated Facilities**

35.1 The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

### **36. Job Offices**

36.1 The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

36.2 Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

**37. Partial Use of Site Improvements**

37.1 The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

37.1.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

37.1.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

37.1.3 The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

**38. Contract Documents and Drawings**

38.1 The Local Public Agency will furnish the Contractor without charge 2 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

**39. Contract Period**

39.1 The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within WORKING days thereafter.

**40. Liquidated Damages**

40.1 Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars (\$500) as fixed, agreed and liquidated damages for each WORKING day of delay from the above stipulated time for completion.

# FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing  
And Urban Development

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# BIDDER CONTACT INFORMATION

## 15-016/JW, McFaddin National Wildlife Refuge Dune Restoration

APOLLO Environmental Strategies, Inc.  
Company Name

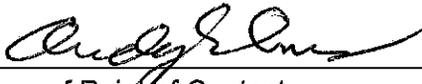
Point of contact for this offer:

P.O. Box 12114  
Address

Andy Elms  
Name (Printed)

Beaumont TX 77726  
City State Zip

409-833-3330 409-833-8363  
Phone Fax

  
Signature of Point of Contact

taelms@apolloenvironmental.com  
E-mail

V. P.  
Title

**Bid bond return address:**

SAME

INSERT PDF: 7. LOCAL  
OPPORTUNITY PLAN TABLES A B  
DRS ROUND 2.2

LOCAL OPPORTUNITY PLAN  
SECTION 3 PLAN FORMAT  
CONTRACTOR or SUBCONTRACTOR  
(if either contract exceeds \$100,000.00)

APOLLO Environmental Strategies Inc. agrees to implement the following  
(NAME OF CONTRACTOR)  
specific affirmative action steps directed at increasing the utilization of lower income residents  
and businesses within the City/County of Jefferson.

- A. To ascertain from the locality's DRS 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 City/County 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 residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. \* To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure 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 the Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Plan.

- J. To list on **Table A** information related to subcontracts to be awarded.
- 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.
- L. For employment, 30 percent of all "new hires", at all levels, in conjunction with the DRS project must be to Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.
- M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from housing rehabilitation and other public construction awarded through this grant must be awarded to Section 3 Business Concerns.

For L. and M. above, if these requirements cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet these performance objectives. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of APOLLO Environmental Strategies, we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

We appoint ANDY ELMS as the EEO Officer.

Signature Andy Elms

Title V.P.

Date 6-29-15

Signature Tim Gles

Title V.P.

Date 6-29-15

\* Loans, grants, contracts, and subsidies for less than \$100,000.00 will be exempt.



**TABLE B**

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors	2	2	0	0
Professionals	1	1	0	0
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical	1	1	0	0
Service Workers				
Others				

SPECIFY TRADE CLASSIFICATION: TRACK HOE Equipment Operators

Journeyman	8	8	0	0
Apprentices				
Maximum No. Trainees				
Others				

SPECIFY TRADE CLASSIFICATION: Common Labor

Journeyman	2	2	0	0
Apprentices				
Maximum No. Trainees				
Others				

SPECIFY TRADE CLASSIFICATION: Loader Operator

Journeyman	1	1	0	0
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City/County of Jefferson whose family income does not exceed 80% of the median income in the State.

Andy R. Lewis V.P.  
(EEO Officer's Signature)

APOLLO Environmental Strategies  
(COMPANY NAME)

USE ADDITIONAL PAGES IF NECESSARY

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: APOLLO Environmental Strategies Date Organized: 1992

Address: 6000 Highland Avenue Beaumont TX Date Incorporated 1992

Number of Years in contracting business under present name 13 years :

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
<u>McFaddin NWR Phase 1</u>	<u>\$ 3,200,000</u>	<u>July 2015</u>
<u>Port of Corpus Christi Habitat Mitigation</u>	<u>\$ 1,400,000</u>	<u>Nov. 2015</u>

Type of work performed by your company: Coastal 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
<u>TGLO Surfside Beach Revetment</u>	<u>\$ 2,000,000</u>	<u>May 2015</u>
<u>Corporation Engineers Aransas NWR Revetment</u>	<u>\$ 3,400,000</u>	<u>Dec. 2013</u>
<u>Reach F Marsh Construction</u>	<u>\$ 6,100,000</u>	<u>May 2015</u>

Major equipment available for this contract: 6-8 long reach track excavators

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: \$ 1.5m Bank reference: Tim Gaddis Post Oak Bank Beaumont TX

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 26 day of June, 2015.

By:(signature) Andy Elms Title: V.P.

(print name) ANDY ELMS

**TIMOTHY J. ELMS**  
**Vice President**  
**Resume of Qualifications**

**APOLLO® Environmental Strategies, Inc.**

**October 2001 - Present**

**Project Coordinator/Project Manager**

Mr. Elms has been involved in many types and different aspects of environmental, marine, and wetland construction and remediation projects. His extensive experience in project management includes environmental/ecological remediation; wetland restoration, construction and mitigation; marsh restoration, construction, and mitigation; beach re-nourishment, levee and dune construction, geotextile tube installation, soil excavation and material transport and handling in marsh and wetland areas, soil stabilization, environmental assessment, environmental remediation, development of innovative environmental equipment and remediation methods. He has managed and supervised scientists, engineers, project managers, and environmental personnel in various phases of environmental consulting, engineering, and field investigation, remediation, and construction services.

**Shamrock Island Breakwater – Corpus Christi, Texas**

Mr. Elms was the Project Coordinator for the installation of over 3,000 linear feet of breakwater around Shamrock Island. The project involved alignment of various sections of breakwater within shallow water areas and multiple active and inactive utility pipelines. Construction activities included installation of geotextile materials, loading of riprap materials on shallow draft deck barges, construction of rock breakwaters to +2.5 ft elevation (NAVD '88) and site surveying. Mr. Elms was responsible for coordination of riprap delivery, quality control inspections, daily reporting and health and safety management.

**Oyster Cultch Deployment – Galveston Bay, Galveston, Texas**

Mr. Elms was the Project Coordinator for the deployment of over 70,000 cubic yards of oyster cultch material over 174 acres of reef area. The project involved placing approved oyster cultch materials within 6 separate reef locations. Construction activities included loading of oyster cultch materials on shallow draft deck barges and deployment of materials in a 3 to 4 inch layer within designated reef locations in accordance with TPWD specifications. Mr. Elms was responsible for coordination of oyster cultch material delivery, daily reporting and interaction with TPWD representatives, quality control inspections and health and safety management.

### **Galveston Seawall Emergency Beach Nourishment – Galveston, Texas**

Mr. Elms was the Project Coordinator for beach renourishment activities along the Galveston seawall required after Hurricane Ike. The project involved construction of a 30 acre Dredge Material Placement Area (DMPA) along east Galveston Island and hydraulic dredging of approximately 450,000 cubic yards of beach quality sand. In addition, sand was hauled from the DMPA to various areas along the seawall to renourish approximately 3.5 miles of beach. Mr. Elms was responsible for overseeing construction of the DMPA, hydraulic dredging operations and beach nourishment activities.

### **ENTACT, INC.**

September 1991 – October 2001

Co-Founder, Vice President, Shareholder

### **ENTACT Partners, LLC**

Managing Partner

Responsibilities included business development, operations management and strategic planning for environmental consulting and remediation business resulting in over \$ 150 million in revenue over the last five years. Developed marketing strategies, pricing models and internal cost tracking systems for various customers and remediation projects.

Project management experience includes a broad range of environmental areas concerning RCRA and CERCLA issues encompassing project design tasks, coordination of field remediation activities, quality assurance/quality control sampling, field production oversight, customer/regulatory relations, and maintaining health and safety objectives. Developed state and federal regulatory documentation for RCRA closures, NPL remedial actions and CERCLA emergency removal actions including work plans, quality assurance project plans, and project health and safety plans. These projects encompassed various tasks including soil remediation activities, facility decontamination and demolition, site investigation/verification sampling, hazardous waste management and disposal, underground storage tank removal, asbestos abatement, and construction design.

### **CERTIFICATIONS & TRAINING**

- Endangered and Threatened Turtle Species Monitoring Training
  - 2015 Tasha Metz, Texas A&M University
  - 2012 Texas Parks & Wildlife Department
  - 2008 Catherine Yeargan US Fish & Wildlife
  - 2007 Catherine Yeargan US Fish & Wildlife
  - 2004 Catherine Yeargan US Fish & Wildlife

## **CERTIFICATIONS & TRAINING, Con't**

- Certified Hazardous Materials Manager (CHMM) - Master Level, Institute of Hazardous Materials Management
- 29 CFR 1910.120 (e) Hazardous Waste Operations and Emergency Response Supervisor
- OSHA Compliance Strategies: OSHA's General Industry, 501 Course
- RCRA Fundamentals
- Advanced RCRA Topics
- RCRA Land Disposal Restrictions

## **PATENTS**

Timothy J. Elms, U.S. Patent No. 5,588,947 – December 31, 1996; *Apparatus and Method for Treating Hazardous Waste Material*

## **Additional Professional Experience**

ECCO, Inc.

February 1985 - September 1991

Senior Project Manager/Assistant Sales Manager

Responsibilities included field supervision, project management and marketing for several environmental consulting and remediation projects. These included transportation and disposal of hazardous waste, site remediation, waste characterization sampling, asbestos abatement, underground storage tank closures, RCRA closures, coordination with state regulatory agencies, building decontamination and demolition and 24-hour emergency response activities.

## **EDUCATION**

Bachelor of Science - Business Management, University of Texas - Arlington

RESUME OF  
**GERARDO JACQUEZ**  
APOLLO® Environmental Strategies, Inc.

**PROFESSIONAL EXPERIENCE**

**APOLLO® Environmental Strategies, Inc.**    March 2002 – Present

**Project Superintendent / Site Health & Safety Officer**

Responsibilities include implementing safety plan, project planning, budgeting and coordinating all aspects of coastal restoration and environmental remediation projects located throughout the United States. Heavily involved in project estimating, scheduling and cost tracking.

Projects Superintendent responsibilities involve construction of breakwaters, rock revetments, oyster cultch placement, excavation of contaminated soil, management and treatment of environmentally impacted materials, decontamination and demolition of industrial structures or equipment, transportation and disposal of hazardous and non-hazardous materials, customer and regulatory liaison, overall project health and safety, heavy equipment procurement and project compliance with regulatory and technical requirements. Supervising and training field crews for maximum production and efficiency while maintaining health and safety initiatives.

**McFaddin National Wildlife Refuge Ridge Restoration Phase I- Jefferson County Texas**

Mr. Jacquez managed the field construction, personnel and equipment requirements for the construction of over 7.5 miles of a saltwater protection berm in the far reaches of McFaddin NWR. Mr. Jacquez coordinated the daily hour trek into the marsh while receiving over 67" of rain and maintaining project production. Site responsibilities included implementing the site safety plan, maintaining production, equipment operations, segregation of non-compliant materials, recordkeeping and daily recording.

**Barge Basin Expansion – West Calcasieu, Louisiana – Superintendent**

Mr. Jacquez managed the field construction activities which included mechanical excavation of a barge expansion area along the Gulf Intracoastal Waterway and expansion of an existing levee system. In addition, he installed approximately 40,000 square feet of concrete mattress along the excavated shoreline and new levee areas. Site activities included coordination of heavy equipment operators, crane operators, surveying, health and safety compliance and production tracking.

**Sabine Pass LNG Wetland Construction – Cameron Parish, Louisiana**

Mr. Jacquez functioned as the Site Superintendent and Site Health & Safety Officer for the project which involved excavation of over 350,000 cubic yards of former dredged materials to be used for construction of a new LNG terminal facility. Mr. Jacquez managed, implemented and enforced the site safety program during field activities at the site. Site activities included excavation and hauling of materials from the former spoil location to the new plant facility as well as construction of various ponds, canals and tributaries for wetland construction which included installation of riprap materials, sheetpiling and pipelines.

**Beach Nourishment Galveston, Texas**

Mr. Jacquez managed all phases of this dredging and beach nourishment project. He supervised the construction and sediment management of the 22 acre Dredge Material Placement Area (DMPA). He organized the field crew, the transportation subcontractors, managed the equipment, and scheduled the field progress. Under his direction APOLLO successfully completed the 80,000 cy of beach nourishment in designated areas of the Galveston Seawall.

**Industrial Landfill Construction, Robstown, Texas**

Mr. Jacquez managed the construction of a 5 acre subsurface composite landfill. Mr. Jacquez was responsible for all components of the landfill construction including excavation, clay placement and compaction, double HDPE liner installation, leachate detection system construction, and leachate collection system installation. Mr. Jacquez was responsible for meeting all design specifications, construction drawing and permit requirements.

**25 acre Lake Construction, Galveston, Texas**

Mr. Jacquez managed all aspects of the field activities to excavate and construct a 25 acre lake in Galveston, Texas. Mr. Jacquez was responsible for meeting the project schedule, budget and for all project personnel. The project consisted of the following activities: site preparation activities, preparation of haul route and staging areas, excavation and grading of lake slopes to meet project specifications. Mr. Jacquez was responsible for interpreting design specifications and help coordinate field implementation.

**Weston Solutions, Inc., East Texas**

Mr. Jacquez managed all aspects of the field remediation of impacted soil from this TCEQ VCP site which had been a former foundry facility. Mr. Jacquez was responsible for meeting the project schedule, budget and for all project personnel. APOLLO® provided workplan documents, project management and field implementation including the following activities; site preparation activities including erosion controls, haul routes and staging areas, excavation and off-site disposal of class 1 non-hazardous impacted soil, grading of excavated areas for drainage purposes, construction of drainage swale for erosion control purposes, sizing of vegetative materials for on-site restoration purposes, and the closure of one on-site monitoring well.

**Toups State Superfund Site, Sour Lake, Texas**

Mr. Jacquez managed the field activities and functioned as the Site Health & Safety Officer in the remediation of this former wood treating facility. The project scope include in-situ investigation and verification sampling using APOLLO® drilling equipment, decontamination, decommissioning and removal of three above ground storage tanks, profiling and disposal of over 190 unidentified waste chemical drums, management, excavation and disposal of 2,300 tons of F032 waste, management, excavation and incineration of 74 tons of dioxin impacted F032 waste, backfilling, compaction and restoration of removal areas.

**ENTACT, Inc.**

January 1996 – March 2002

**Project Superintendent / Field Project Manager**

Responsibilities include planning, budgeting and coordinating all aspects of remediation projects located throughout the United States. Heavily involved in project estimating, scheduling and cost tracking.

**CERTIFICATIONS AND OTHER QUALIFICATIONS**

OSHA 30 Hour Construction Safety Training - 29 CFR 1926

Hazardous Waste Site Operations and Emergency Response - OSHA 29 CFR 1910.120

Lead Health and Safety Training - OSHA 1926.1025

8 Hour Supervisor - OSHA 29 CFR 1910.120

American Red Cross - Adult CPR

CDL Driver's License

Bilingual Spanish &amp; English

### **OVERALL DESIGN EXPERIENCE**

- Served as a design and project engineer for the largest privately funded environmental remediation project in the United States.
- Designed numerous landfill impoundment cells, Minimum Technology Requirement (MTR) cells, leachate collection systems, retention basins, cap & cover systems, and grading plans for environmental sites throughout Texas and Louisiana.
- Designed a 5, 7 and 11 acre Minimum Technology Requirement (MTR) cell for a Texas refinery.
- Performed slope stability analysis on separation levees, and MTR cells. Designed levee reinforcement using sheet pile walls and optimal levee configurations.
- Designed and managed the field installation of 16,000 linear feet of lined conveyance channel. This design consisted of a double liner with a leachate collection system.
- Designed and provided project interface for the remediation of over 190,000 cubic yards of flue dust and contaminated soil from a copper processing facility.
- Designed, provided the regulatory and client contact, and managed the closure of two hazardous waste impoundments at a major Texas oil refinery.
- Designed and constructed clay levees and cap systems.
- Prepared Remedial Action Plans, Project Work Plans, Construction Plans and Specifications.
- Managed numerous environmental remediation projects from initial site investigation, closure report preparation, field construction and final project closure.

### **EDUCATION & REGISTRATION**

Graduated from Texas A & M University with a Bachelor Degree in Civil Engineering and is a registered Professional Engineer in the State of Texas.

### **PUBLICATIONS**

T. Anguiano (Moore), D. Floyd, 1997, *Stabilization/Solidification of Battery Debris & Lead Impacted Material at Schuykill Metals, Plant City, Florida*. International Containment Technology Conference Proceedings, February 9-12, 1997, St. Petersburg, Florida, USA, pp. 561-567.

RESUME OF  
**ANDREW ELMS**  
APOLLO® Environmental Strategies, Inc.

**PROFESSIONAL EXPERIENCE**

**APOLLO® Environmental Strategies, Inc.**  
Beaumont, Texas

9/91 to present

**VICE PRESIDENT, SENIOR PROJECT SCIENTIST**

Extensive experience in environmental consulting, project management and coastal restoration. Mr. Elms is also responsible for the implementation of the corporate health and safety policies for the company as well as overall operation manager.

His project experience includes coastal construction, dredging, marsh creation, breakwater construction, environmental remediation project management, hazardous waste characterization and management, regulatory compliance consulting, permitting, environmental site investigations, environmental assessments and audits, risk assessments, environmental and health and safety training, and development of innovative environmental equipment and remediation methods.

Mr. Elms has extensive hands-on experience managing, coordinating and completing coastal restoration and construction projects from dredging marsh mounds for Estuary Construction, hydraulic excavation of 60 acres for a wetland construction to concrete mattress armoring along the Gulf Intercostal Waterway. Mr. Elms expertise in characterization and management of hazardous and non-hazardous wastes, laboratory wastes, on-site remediation for numerous and varied manufacturers has been employed by several Fortune 500 companies. As senior scientist and technical consultant at APOLLO®, responsibilities include directing the technical staff of scientists, project managers, and field personnel, permitting, managing site investigations, remediation projects, waste management projects, and remediation technology research and development.

**PREVIOUS PROFESSIONAL EXPERIENCE:**

Vice President  
Environmental Consulting Company, Inc.  
(ECCO, Inc.) 1217 Ira E. Woods Ave.  
Grapevine, Texas 76051

1/84 to 9/91

Functioned as head of all environmental field and consulting operations including engineering, consulting, field services, and regulatory and technical research and development. Managed and supervised scientists, engineers, project managers, and environmental personnel in various phases of environmental consulting, engineering, and field investigation and remediation services. Developed new markets and researched and developed new technologies, services and products in the environmental services field.

**ACADEMIC BACKGROUND:**

Texas A & M University, 1979, Bachelor of Science Biology  
MBA Program, Dallas Baptist University

**PROFESSIONAL CERTIFICATIONS AND LICENSES:**

Texas Professional Geoscientist No. 10373  
Certified Hazardous Materials Manager, Masters Level (CHMM) No. 1239  
Registered Environmental Professional, (REP) No. 04193  
Registered Environmental Property Assessor, (REPA) No. 04193  
Certified Environmental Auditor, (CEA) No. 5333  
Texas UST On-Site Supervisor License No. ILP001503  
Texas Corrective Action Project Manager License No. CAPM00337  
Louisiana Licensed Hazardous Waste Contractor, Underground Storage Tank Removal Contractor, and Water Well Drilling Contractor No. 27839  
California Licensed Class A General Engineering Contractor No. 527959  
California Licensed Hazardous Waste/UST Contractor No. 527959  
California Licensed Asbestos Abatement Contractor No. 527959  
40 Hour HAZWOPER Supervisor and Trainer  
Texas Monitor Well Driller License No. 51497M  
Louisiana Water Well Driller License No. 604  
Arkansas Water Well Driller License No. 2738

**PROJECT EXPERIENCE:**

RCRA Facility Investigations (RFI).  
Remedial Investigations/Feasibility Studies (RIFS).  
Hazardous waste site and surface impoundment closures.  
Identification, characterization, profiling, packaging, transportation, and disposal of hazardous and non-hazardous wastes and lab packs.  
UST closures and LPST investigations and corrective action.  
Site remediation including in situ and ex situ bioremediation, solidification, stabilization, chemical fixation and oxidation, thermal treatment and de-watering.  
Site assessments and investigations for property transfer, asset construction or relocation including development of statistically valid sampling plans, groundwater contamination assessments, wetlands determination, endangered species habitat determination, etc.  
Facility environmental compliance auditing.  
Specialized decontamination of surfaces and equipment, e.g. heavy metals, PCB's and other toxic contaminants removal.  
Develop and/or review of closure plans, SPCC plans, pollution prevention, and other spill and contingency related plans.  
Permitting, licensing, and registration.  
SARA Title III chemical inventory and compliance reporting.  
Development of waste minimization and recycling programs.  
Emergency response coordinator.  
NESHAPS sampling programs and compliance reporting.  
Design and implementation of de-watering and wastewater treatment projects.  
Subsurface soil and groundwater sampling and analysis projects.  
UST and AST cleaning, testing, upgrade, removal and demolition.  
Emergency spill response.

RESUME OF  
**CHARLES J. WIELAND**  
APOLLO® Environmental Strategies, Inc.

**PROFESSIONAL EXPERIENCE**

**APOLLO® Environmental Strategies, Inc. January 2002 - Present**

**Project Manager/ Site Health & Safety Officer**

Responsibilities involve project management and implementation of project safety program. Chief duties entail project scheduling, planning and management of remedial activities, field crew supervision, quality assurance/quality control implementation, heavy equipment operations and logistics. Mr. Wieland is also responsible for the development, implementation and enforcement of site specific Health & Safety Programs. He is also involved in development of technical documents, work plans and field sampling plans. He interacts with state and Environmental Protection Agency (EPA) representatives for project compliance and safety issues.

**Barge Basin Expansion – West Calcasieu, Louisiana – Project Health & Safety Officer**

Mr. Wieland was the site specific Health & Safety Officer for the barge facility expansion project. Mr. Wieland developed a site specific Health & Safety Plans in accordance with the site conditions, project plans and specifications. Mr. Wieland also implemented and enforce the site safety program for this project. Site activities included mechanical excavation of basin material and construction for expanding an existing levee system. Hydraulic dredging was also conducted for the remaining basin expansion area. Approximately 40,000 square feet of articulated concrete mattress was also installed along the new levee slope and basin shoreline. Mr. Wieland was responsible for project reporting, site surveying, and quality control inspections.

**Revetment Repairs – Surfside, Texas**

Mr. Wieland was the Project Coordinator for the revetment repair project along an eroding beach area and public street. Site activities included temporary removal of existing armor stone that was displaced from hurricane activity, preparation of a newly graded subsurface area and installation of block stone aligned along approximately 3,500 linear feet of beach and residential property area. Mr. Wieland coordinated stone shipments, block and armor stone installation and site surveying activities. He also conducted daily inspections and prepared daily field reports.

**Beach Nourishment, Galveston, Texas**

Galveston, Texas

**Project Health & Safety Officer**

Mr. Wieland served as Project Health & Safety Office for the beach nourishment project. Mr. Wieland coordinated field activities with the Site Specific Health & Safety Program. Mr. Wieland was responsible for interpreting the safety program, and coordinating the field implementation, which included sand transportation and logistics. APOLLO® successfully nourished approximately 2,640 linear feet of beach using over 80,000 cubic yards of sand.

**Former Thompson-Hayward Chemical Company Facility**

Munday, Texas

Project Coordinator

Mr. Wieland served as Project Coordinator for the removal of impacted soil from this TNRCC VCP site which had been a former state superfund site. Mr. Wieland coordinated field activities with the regulating agency to meet the client satisfactions. Mr. Wieland was responsible for interpreting design specifications, preparing workplans, and coordinating the field implementation. APOLLO<sup>®</sup> performed the following activities; building demolition, concrete slab removal and disposal, UST removal, decontamination and demolition of four underground pits, excavation and off-site disposal of class 1 non-hazardous arsenic impacted soil, excavation of pesticide impacted soil requiring incineration, excavation and off-site disposal of 2,000 cy of non-hazardous pesticide impacted soil, segregation and management of hazardous and non-hazardous waste, backfilling, compaction and vegetation of removal areas

**ENTACT, Inc.**

October 1994 – October 2001

Project Manager/ Site Safety Officer

**Refined Metals Corporation, Memphis, Tennessee**

Project Health &amp; Safety Officer

Mr. Wieland managed all Health & Safety issues for the Refined Metal Corporation Project. In addition, Mr. Wieland was responsible for developing and implementing the health and safety function for the project in accordance with project specifics and APOLLO's corporate Injury & Illness Prevention Plan. His responsibilities included daily safety meetings, accident investigation and reporting, project specific task hazard identification and assessment, and personnel air monitoring. Project included decontamination of 16 building units, demolition of 12 building units, and stabilization of 2,200 tons of soil from a former underground storage tank area.

**United Scrap Lead Superfund Site, Troy, Ohio**

Administrative Project Manager

Mr. Wieland was the assistant project manager and responsible for all QA/QC tracking during the project duration. The project consisted of excavation and treatment of approximately 60,000 c.y. of battery casing debris which met performance criteria for stabilization of lead-impacted material for TCLP lead. The site was listed as a Superfund site by the USEPA. Mr. Wieland was responsible for the implementation of the Construction Quality Control Plan.

**Schuylkill Metals Superfund Site, Plant City, Florida**

Project Health &amp; Safety Officer

As the Project Health & Safety Officer for the management of the field activities for the onsite stabilization/solidification of 250,000 tons of battery casings, debris and soil from a former battery breaking operation. Mr. Wieland directed and implemented all Health & Safety activities, performed personnel monitoring and site air sampling. Mr. Wieland was responsible for all site records, data validation, safety meetings and task hazard identification and assessment.

**OTHER PROFESSIONAL EXPERIENCE**

AMI Environmental &amp; Engineering, Inc.

June 1990 - September 1994

Responsibilities included oversight consulting, primarily QA/QC functions, for numerous asbestos abatement projects. Supervised final reporting activities for each of the asbestos abatement projects. Project experiences include scheduling, remedial project implementation and management, site investigations, AutoCAD, remedial action work plans, and quality assurance project plans.

### **CERTIFICATIONS**

OSHA 30 Hour Construction Safety Training - 29 CFR 1926

Hazardous Waste Site Operations and Emergency Response - OSHA 29 CFR 1910.120

Confined Space Entry - OSHA 29 CFR 1910.146

Trenching, Shoring and Excavations Competent Person - OSHA 29 CFR 1926.651

Lead Health and Safety Training - OSHA 1926.1025

8 Hour Supervisor - OSHA 29 CFR 1910.120

American Red Cross - Standard First Aid

American Red Cross - Adult CPR

### **EDUCATION**

Mr. Wieland attended Iowa State University and studied civil engineering.

## 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)

**APOLLO Environmental Strategies Inc**  
P.O. Box 12114  
Beaumont TX 77726

#### 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

**ANDY ELMS V.P.**  
NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

*Andy Elms V.P.*

**6-29-15**  
DATE

## SECTION 504 CERTIFICATION

### POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The APOLLO Environmental Strategies 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) ANDY ELMS  
APOLLO Environmental Strategies Inc.

(Address) P.O. Box 12114  
Beaumont TX 77726  
City State Zip

Telephone Number (409) 833 - 3330 Voice  
(409) 833 - 8363 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).

Not Rec'd AT THIS TIME. 145

# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

CALLED  
Jefferson  
County  
Purchasing

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any) 15-016/JM
C/O	PROJECT NAME McFADDIN NWLR Dune Restoration

1. The undersigned, having executed a contract with Jefferson County for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:  
APOLLO Environmental Strategies Inc.  
P.O. Box 12114  
Beaumont TX 77726

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

TEXAS

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS


(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

\_\_\_\_\_  
(Contractor)

Date \_\_\_\_\_

By \_\_\_\_\_

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS

County of JEFFERSON

ANDY ELMS, being first duly sworn, deposes and says that:

(1) He is V.P. of ADOLFO ENVIRONMENTS (SHADE) 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;

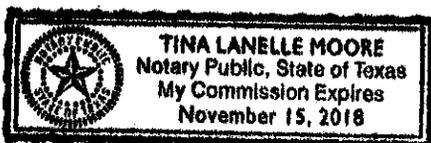
(3) Such Bid is genuine and is not a collusive or sham Bid;

(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) *Andy Elms*  
V.P.  
Title

Subscribed and sworn to me this 29 day of June.



By: *Tina Moore*  
Notary Public

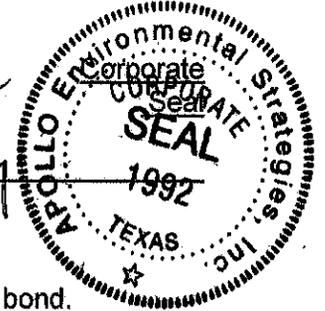
My commission expires 11-15-18

# CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Andy Elms, certify that I am the V.P., Secretary of the Corporation named as Principal in the within bond; that Tim Elms, who signed the said bond on behalf of the Principal was then V.P. 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.



Title: V.P. ; Secretary



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

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Apollo Environmental Strategies, Inc. as PRINCIPAL, and International Fidelity Insurance Company, as SURETY are held and firmly bound unto Texas General Land Office hereinafter called the "Owner", in the penal sum of Five Percent of 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 June 30, 2015, for McFaddin Wildlife Refuge Dune Restoration 15-

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 30th day of June, 2015, 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.

Attest:

*[Handwritten signature]*

Attest:

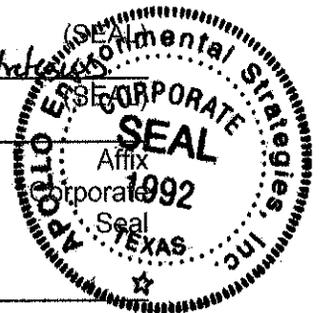
*[Handwritten signature]*

By: Apollo Environmental Strategies

By: Tim Elms

By:

*[Handwritten signature]*



Affix  
Corporate  
Seal

Attest:

*[Handwritten signature]*

By: International Fidelity Insurance Company

Countersigned

By:

*[Handwritten signature]*  
Christopher Blaine McAnally

\* Attorney-in-Fact, State of Texas

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

JAY TAYLOR, BOYD JACK COWAN, JOHN W. WILKINS, CHRISTOPHER BLAINE MCANALLY

Midland, TX

their 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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



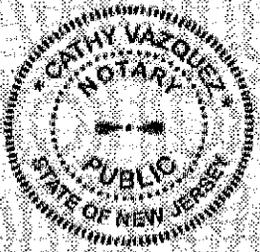
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of May 2015.

MARIA BRANCO, Assistant Secretary

# 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.

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.

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

(SEAL)

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

ATTEST: \_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
By \_\_\_\_\_  
(Witness as to Surety) (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)

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

(SEAL)

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

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

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

By \_\_\_\_\_  
(Witness as to Surety) (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.

## ATTORNEY'S REVIEW CERTIFICATION (Recommended)

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the \_\_\_\_\_, do hereby certify as follows:

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

Attorney's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Attorney's Name: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

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

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

OFFICE USE ONLY

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.

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.

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

APOLLO Environmental Strategies, Inc

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)

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

None

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

None

**CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ  
Page 2

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship:

*None*

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

*None*

7.

*Cudgy Elmy V.P.*

*6-29-15*

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.**

Tina Moore

Printed Name of Authorized Representative

Tina Moore

Signature

Project Manager

Title

6-29-15

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: Apollo Environmental Strategies, Inc. HUB:  Yes  No  
 Address: PO Box 12114 Beaumont TX 77726  
Street City State Zip  
 Phone (with area code): 409.833.3330 Fax (with area code): 409.833.8363  
 Project Title & No.: McFaddin NWR Dune Restoration Phase II  
 Prime Contract Amount: \$ 3,344,058.<sup>00</sup>

HUB Subcontractor Name: Tolunay-Wong Engineers Inc.  
 HUB Status (Gender & Ethnicity): AS Asian Pacific American Male  
 Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.  
 Address: 10710 S. Sam Houston Pkwy # 150 Houston TX 77031  
Street City State Zip  
 Phone (with area code): 713.722.7064 Fax (with area code): 713.722.0341  
 Proposed Subcontract Amount: \$ 32,000 Percentage of Prime Contract: 1 %  
 Description of Subcontract Work to be Performed: soil testing

Andy Elms V.P. Andy Elms V.P. 6-29-15  
Printed Name of Contractor Representative Signature of Representative Date  
Tolunay-Wong Engineers Inc. Jinfa Collins 6-29-15  
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.

# 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: Apollo Environmental Strategies, Inc. HUB:  Yes or No

Address: PO Box 12114 Braumont TX 77726  
Street City State Zip

Phone (with area code): 409.833.3330 Fax (with area code): 409.833.8363

Project Title & No.: McFaddin NWR Dune Restoration Phase II

Prime Contract Amount: \$3,344,058.60

---

HUB Subcontractor Name: Coastal Surveying of TX #1861146085000/53110

HUB Status (Gender & Ethnicity): WO

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

Address: PO Box 2742 Crystal Beach TX 77650  
Street City State Zip

Phone (with area code): 409.884.6400 Fax (with area code): 409.684.6112

Proposed Subcontract Amount: \$28,000 Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: Surveying

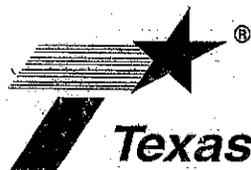
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<u>Andy Elms V.P.</u> Printed Name of Contractor Representative	<u>[Signature]</u> Signature of Representative	<u>6-29-15</u> Date
<u>Coastal Surveying of Texas</u> Printed Name of HUB	<u>[Signature]</u> Signature of Representative	<u>6-29-15</u> Date

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.

DEC 24 2014

125 EAST 11<sup>TH</sup> STREET | AUSTIN, TEXAS 78731-2483 | (512) 463-8588 | WWW.TXDOT.GOV

December 18, 2014

Ms. Sandra Elms  
 Apollo Environmental Strategies, Inc.  
 P. O. Box 12114  
 Beaumont, TX 77726

RE: Notice of Receipt and Review of Annual Update Affidavit

Dear Ms. Elms:

Your company's Disadvantaged Business Enterprise (DBE) Annual Update Affidavit was received by this office. Your business continues to be certified as a DBE, effective your anniversary month, for those categories of work already approved. If you wish to make a change to your company's work categories, a written request must be sent to this office.

The DBE certification does not automatically expire. However, your business must be reviewed annually. You will be notified when the next review is due. However, it is your responsibility to ensure that the Annual Update Affidavit of No Change is submitted to our office. The form may be found on our website at [www.txdot.gov](http://www.txdot.gov). Please be sure to notify this office immediately of any changes of address, business status, phone number(s), or ownership in your firm. Your cooperation in this matter will be most appreciated.

If your firm obtains a Federally-assisted contract with agencies forming the Texas Unified Certification Program (TUCP), it must perform a Commercially Useful Function (CUF) on the contract. A firm performs a CUF when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A firm is also responsible for negotiating price, determining quality and quantity, ordering, paying for and installing (where applicable) the materials and supplies needed to accomplish the contract. If you should have any questions concerning the TUCP, please feel free to contact me at (512) 486-5533 and refer to **VN 16114**.



Sincerely,

Joe Sanchez  
 Diversity and Economic Opportunity Section  
 Office of Civil Rights

NOTE: The TUCP includes the City of Austin, Corpus Christi Regional Transportation Authority, City of Houston, North Central Texas Regional Certification Agency, and South Central Texas Regional Certification Agency.

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

*This information must be submitted with your bid.*

Prime Contractor: ABLO Environmental Strategies HUB:  Yes  No

HUB Status (Gender & Ethnicity): WO American Woman

Address: P.O. Box 12114 Beaumont TX 77826  
Street City State Zip

Phone (with area code): 409-833-3330 Fax (with area code): 409-833-8363

Project Title & No.: McFaddin NWR Dune Restoration IFB/RFP No.: 15-016/JM

Total Contract: \$ 2,900,000 Total HUB Subcontract(s): \$ 60,000

Construction HUB Goals: 12.8% MBE:: 2 % 12.6% WBE: 1 %

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: Coastal Surveying of Texas

HUB Status (Gender & Ethnicity): WO

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

Address: P.O. Box 2742 Crystal Beach TX 77650  
Street City State Zip

Contact person: Sid Bouse Title: V. Pres.

Phone (with area code): 409-684-6400 Fax (with area code): 409-684-6112

Proposed Subcontract Amount: \$ 28,000 Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: Surveying

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: Tolunay-Klong Engineers Inc.

HUB Status (Gender & Ethnicity): AS Asian Pacific American Male

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

Address: 10710 S. Sam Houston Pkwy #100 Houston TX 77031  
Street City State Zip

Contact person: Esperanza Shackelford Title: Linda Collier / PM 409-840-4214

Phone (with area code): 713-722-7064 Fax (with area code): 713-722-6341

Proposed Subcontract Amount: \$ 32,000 Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: soil testing

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 Subcontractors listed on Part I.

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: Seabreeze Culvert

Address: P.O. Box 6 Stowell TX 77061  
Street City State Zip

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

Phone (with area code): 409-296-4098 Fax (with area code): 409-296-4099

Proposed Subcontract Amount: \$ 158,000 Percentage of Prime Contract: 5 %

Description of Subcontract Work to be Performed: culvert, fence supplier

Subcontractor Name: Sun Coast Resources

Address: 6405 Caulleade Bldg 1 Houston TX 77026  
Street City State Zip

Contact person: Lea Ann Barnes Title: Sales

Phone (with area code): 713-844-9600 Fax (with area code): 800-677-3835

Proposed Subcontract Amount: \$ 282,000 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: Fuel

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: Doggett Equipment Rental

Address: 10100 N. Loop East Houston TX 77029  
Street City State Zip

Contact person: Dale Touillion Title: Sales

Phone (with area code): 713-679-6700 Fax (with area code): 409-842-1734

Proposed Subcontract Amount: \$ 260,000 Percentage of Prime Contract: 9 %

Description of Subcontract Work to be Performed: Equipment Rental

Subcontractor Name: Vermeer Equipment of Texas

Address: 3025 21300 Northwest Fwy Cypress TX 77428  
Street City State Zip

Contact person: Mark Title: Sales

Phone (with area code): 281-671-6000 Fax (with area code): 281-907-0621

Proposed Subcontract Amount: \$ 130,000 Percentage of Prime Contract: 4 %

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: Martin Marcella Aggregates

Address: P.O. Box 5187 Beaumont TX 77726  
Street City State Zip

Contact person: Zach Stiles Title: SALES

Phone (with area code): 409-835-4933 Fax (with area code): 409-654-3312

Proposed Subcontract Amount: \$ 100,000 Percentage of Prime Contract: 4 %

Description of Subcontract Work to be Performed: rock & stone

Subcontractor Name: Nelson Equipment Rental

Address: 9406 HWY 146 Baytown TX 77523  
Street City State Zip

Contact person: Heke Gibbs Title: SALES

Phone (with area code): 281-385-7200 Fax (with area code): 281-385-6238

Proposed Subcontract Amount: \$ 340,000 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: equipment rental

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): Tina Moore

Title: Project Manager/Engineer

Signature: Tina Moore

Date: 6-29-19

E-mail address: tmoore@apolloenviro.com

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

Name (print or type): Tina Moore

Title: SAME

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**- - Agency Special Instructions/Additional Requirements - -**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

[Empty box for Agency Special Instructions/Additional Requirements]

**SECTION-1: RESPONDENT AND REQUISITION INFORM**

a. Respondent (Company) Name: APOLLO Environmental Strategies, Inc. State of Texas VID #: 1760359965900  
 Point of Contact: Tina Moore Phone #: 4098333330  
 E-mail Address: tmoore@apolloenviro.com Fax #: 4098338363

b. Is your company a State of Texas certified HUB?  - Yes  - No

c. Requisition #: 15-016/JW Bid Open Date: 06/30/2015

(mm/dd/yyyy)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

**SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	heavy equipment rental	0 %	0 %	24 %
2	land surveying	1 %	0 %	0 %
3	diseal fuel	0 %	0 %	10 %
4	erosion products	0 %	0 %	5 %
5	rock stone	0 %	0 %	4 %
6	soil testing	1 %	0 %	0 %
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		2 %	0 %	42 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to Item d, of this SECTION.)

- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: heavy equipment rental

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Sierra Machinery	1742160300100	06/12/2015	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
SPEC Rents	1463238803000	"	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Harris Trucking	113129741800	"	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women Contractors	06/12/2015	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
TAMACC	"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  
 Item Number: 1 Description: Heavy EQUIPMENT RENTAL
- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Nelson EQUIPMENT	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	—	\$ 340,000	11 %
Doggett EQUIPMENT	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	—	\$ 260,000	9 %
Vermeer	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	—	\$ 130,000	4 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

No response from Hubs

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Surveying

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
<u>Coastal Surveying of Texas</u>	<u>186146085000</u>	<u>6/12/2015</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<u>ARREDONDO, ZEPEDA &amp; BRUNZ</u>	<u>143207242700</u>	<u>6/12/2015</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>
<u>Alan Taniguchi &amp; Assoc.</u>	<u>174909477000</u>	<u>6/12/2015</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
<u>Women Contractors</u>	<u>6-12-15</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/>
<u>TAMAC</u>	<u>"</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/>

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  
 Item Number: 2 Description: Land Surveying
- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
<u>Coastal Surveying of Texas</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	<u>1361142085000</u>	<u>\$ 28,000</u>	<u>1 %</u>
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 3 Description: diesel fuel

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
<u>Champion Fuel Solutions</u>	<u>1212526980200</u>	<u>6-12-15</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> No
<u>Brenco</u>	<u>1742525331100</u>	<u>"</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> No
<u>B-kl Industrial</u>	<u>1760666072200</u>	<u>"</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
<u>Klomen Contractors</u>	<u>6-12-15</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>TAMACC</u>	<u>"</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  
 Item Number: 3 Description: Diesel Fuel
- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
<u>Sun Coast</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	<u>✓</u>	<u>\$ 292,000</u>	<u>10%</u>
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

No response from Hub

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 4 Description: EROSION PRODUCTS

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
<u>KLP Commercial</u>	<u>1275832067800</u>	<u>6-12-15</u>	<input type="checkbox"/> <u>NO</u>
<u>Rio Grande Concrete</u>	<u>1201129535500</u>	<u>"</u>	<input type="checkbox"/> <u>NO</u>
<u>SIMBA INDUSTRIES</u>	<u>1016905986400</u>	<u>"</u>	<input type="checkbox"/> <u>NO</u>

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
<u>Women Contractors</u>	<u>6-12-15</u>	<input checked="" type="checkbox"/> <u>YES</u>
<u>TAMACO</u>	<u>6-12-15</u>	<input type="checkbox"/> <u>NO</u>

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  
 Item Number: 4 Description: EROSION PRODUCTS
- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
<u>Seabreeze Culverts</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	<u>—</u>	<u>\$ 158,000</u>	<u>5</u> %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 5 Description: Rock; Stone

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)  
 - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/tpasscomblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
<u>ALLIED AGGREGATE</u>	<u>1493691521700</u>	<u>6-12-15</u>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<u>Bedrock TRANSPORTATION</u>	<u>1215752359200</u>	<u>"</u>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<u>Border Pacific Railroad</u>	<u>1742294514100</u>	<u>"</u>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
<u>TAMACC</u>	<u>6-12-15</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<u>Women Contractors</u>	<u>"</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 5 Description: Rock - STONE

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
<u>Martin Marietta</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	<u>-</u>	<u>\$ 108,000</u>	<u>4 %</u>
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

No Hubs replied

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 6 Description: Soil Testing

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)  
 - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
<u>Chemtex Environmental</u>	<u>1760221040400</u>	<u>6-12-15</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> No
<u>Ecostar Environmental</u>	<u>760195922300</u>	<u>"</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> No
<u>ITI Environmental</u>	<u>1714076333500</u>	<u>"</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
<u>TIAMACO</u>	<u>6-12-15</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Women Contractors</u>	<u>6-12-15</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 6 Description: Soil Lab

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
<u>Tolunay - Wong Engineers</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	<u>1760409302500</u>	<u>\$ 32,000</u>	<u>1</u> %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

From: "Tina Moore" <tmoores@apolloenviro.com>  
Subject: McFaddin 2 -Bid Opportunities  
Sent date: 06/12/2015 10:44:03 AM  
To: <bwindustrial@sbcglobal.net>, <nancy@brencomarketing.com>, <prussell@championfs.com>, <aayon@sierraelpaso.com>, <bdmiz@aol.com>, <susieo@mailpsm.com>, <smirtagm@riograndesteel.com>, <sales@simbaindustries.com>, <KP@KLPCommercial.com>, <Lemungojerrie@aol.com>, <leslie@bedrocktransportation.com>, <SFVale@aol.com>, <joann@surveygalveston.com>, <evan@taniguchi-arch.com>, <agarza@azb-engrs.com>, <cnr@chemtexas.com>, <meeraneb@ffilabs.com>, <phickman@eastex.net>  
Cc: <tmoores@apolloenviro.com>, <jarquieta@womencontractors.org>, <president@tamacc.org>

APOLLO Environmental Strategies is preparing for a bid for Jefferson County on the project **15-016 JW McFaddin National Wildlife Refuge Dune Restoration**. We are looking for HUBS that could provide the following services:

heavy equipment rental  
land surveying  
diesel fuel  
erosion products  
rock  
soil testing

If your company is interested in providing services for this project please find additional information at [http://co.jefferson.tx.us/Purchasing/Bid\\_Notices/20150601\\_IFB15-016JW\\_LegalNotice-McFaddinNationalWildlifeRefugeDuneRestoration.pdf](http://co.jefferson.tx.us/Purchasing/Bid_Notices/20150601_IFB15-016JW_LegalNotice-McFaddinNationalWildlifeRefugeDuneRestoration.pdf). Or contact me and I will provide you with additional details.

We would like to receive your bid by 2pm on June 29, 2015, please email with any questions, [tmoores@apolloenviro.com](mailto:tmoores@apolloenviro.com).

Tina Moore, P.E.  
APOLLO Environmental Strategies, Inc.  
P.O. Box 12114  
Beaumont, Texas 77726  
409-833-3330

## 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 APOLLO Environmental Strategies [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.):	76-0359965
Company Name submitting bid/proposal:	APOLLO Environmental Strategies
Mailing address:	P.O. Box 12114 Beaumont TX 77726
If you are an individual, list the names and addresses of any partnership of which you are a general partner:  None	

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

Jefferson County Tax Acct. No.*	Property address or location**
<i>SEE ATTACHED</i>	

\* 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 Andy Elms, who  
(Name)

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

"I, Andy Elms am a duly authorized officer of/agent  
(Name)  
for APOLLO Environmental Strategies, Inc. and have been duly authorized to execute the  
(Name of firm)  
foregoing on behalf of the said APOLLO Environmental Strategies 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: APOLLO Environmental Strategies Inc.  
P.O. Box 12114 Beaumont TX 77726

Fax: 409-833-8363 Telephone# 409-833-3330

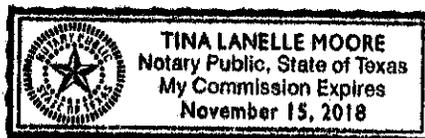
by: Andy Elms Title: V.P.  
(Print name)

Signature: Andy Elms, V.P.

SUBSCRIBED AND SWORN to before me by the above-named  
Andy Elms on

this the 29 day of June, 2015.

Dwice Moore 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.

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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;">EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS <small>(Check ALL that apply)</small></th> </tr> <tr> <td style="padding: 2px;"><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.</td> </tr> <tr> <td style="padding: 2px;"><input checked="" 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 checked="" type="checkbox"/> By providing written notice to all known Section 3 Business Concerns of contracting opportunities. 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Contractor Name/Business Name: APOLLO Environmental Strategies Inc.

Authorized Representative Name: Andy Elms

Signature: Andy Elms, V.P. Date: 6-29-15



**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: 24CFR.135.92]  
 [Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT  
 CHAPTER 1--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.

## MINORITY / FEMALE GOALS AND TIMETABLES

The female employment goal has not been modified since April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

<u>Texarkana Area:</u>	
Texarkana & Bowie Co.:	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus:	20.2
<u>Tyler - Longview Area:</u>	
Longview, Gregg Co. & Harrison Co.:	22.3
Tyler & Smith Co.:	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood:	22.5
<u>Beaumont-Port Arthur Area :</u>	
Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.:	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler:	22.6
<u>Houston Area :</u>	
Bryan, College Station & Brazos Co.:	23.7
Galveston, Texas City & Galveston Co.:	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton:	27.4
<u>Austin Area :</u>	
Austin, Hays Co. Travis Co., & Williamson Co.:	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano:	24.2
<u>Waco, Killeen, Temple Area :</u>	
Killeen, Temple, Bell Co. & Coryell Co.:	16.4
Waco & McLennan Co.:	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills:	18.6
<u>Dallas / Forth Worth Area :</u>	
Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.:	18.2
Sherman, Denison & Grayson Co.:	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt:	17.2

<u>Wichita Falls Area:</u>	
Wichita Falls, Clay Co. & Wichita Co.:	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young:	11.0
<u>Abilene Area:</u>	
Abilene, Callaghan Co., Jones Co. & Taylor Co.:	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackleford, Stephens, Stonewall & Throckmorton:	10.9
<u>San Angelo Area:</u>	
San Angelo & Tom Green Co.:	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Starling, Sutton & Terrell:	20.0
<u>San Antonio Area:</u>	
Laredo & Webb Co.:	87.3
San Antonio, Bexar Co., Comal Co. & Guadalupe Co.:	47.8
Non-MSA Counties of Atacosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala:	49.4
<u>Corpus Christi Area:</u>	
Corpus Christi, Nueces Co. & San Patricio Co.:	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleburg, Live Oak & Refugio:	44.2
<u>Brownsville / McAllen / Harlingen Area:</u>	
Brownsville, Harlingen, San Benito & Cameron Co.:	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.:	72.8
Non-MSA Counties of Starr & Willacy:	72.9
<u>Odessa / Midland Area:</u>	
Midland & Midland Co.:	19.1
Odessa Ector Co.:	15.1
Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9
<u>El Paso Area:</u>	
El Paso & El Paso Co.:	57.3
Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio:	49.0
<u>Lubbock Area:</u>	
Lubbock & Lubbock Co.:	19.6
Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dockens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum:	19.5
<u>Amarillo Area:</u>	
Amarillo, Potter Co. & Randall Co.:	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Olchiltree, Oldham, Parmer, Roberts, Sherman, Swisher & Wheeler	11.0

**INSERT PDF 8. CONTRACTOR'S LOBBYING  
CERTIFICATION (PRIME AND SUB)**



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items (that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter (the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter (he full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provides specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL Continuation Sheet(s) Is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

APPROVED BY OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b>		<b>2. Status of Federal Action:</b>		<b>3. Report Type:</b>	
a. contract		a. bid/offer/application		a. initial filing b. material change	
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		b. initial award c. post-award		<b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> Prime _____ Sub-awardee _____ Tier _____ if known _____		<b>5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:</b>			
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____			
IL Federal Action Number, if known: _____		<b>8. Award Amount, if known:</b> _____			
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  (attach Continuation Sheet(s) SF-LLLA, if necessary)		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  (attach Continuation Sheet(s) SF-LLLA, if necessary)			
<b>11. Amount of Payment</b> (check all that apply): \$ _____ actual _____ planned _____		<b>13. Type of Payment</b> (check all that apply): a. retainer * b. one-time fee c. commission d. contingent fee e. deferred Of other: _____			
<b>12. Form of Payment</b> (check all that apply): 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: _____			
		Title: _____			
		Telephone No.: _____		Date: _____	
Authorized for Local Reproduction					
<b>Federal Use Only:</b>					

# GRANTEE CONTRACT

## SECTION 22. SPECIAL CONDITIONS

J. Public buildings, facilities, and centers constructed with TDRA TxCDBG-DRS assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three (3) feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TDRA TxCDBG-DRS funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

### **Project Sign Wording:**

"This project is funded by the Texas Department of Rural Affairs of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

## TITLE 29 LABOR

### Subtitle A - Office of the Secretary of Labor

#### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

- 3.1 Purpose and scope
- 3.2 Definitions
- 3.3 Weekly statement with respect to payment of wages
- 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
- 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
- 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
- 3.7 Applications for the approval of the Secretary of Labor
- 3.8 Action by the Secretary of Labor upon applications.
- 3.9 Prohibited payroll deductions.
- 3.10 Methods of payment of wages.
- 3.11 Regulations part of contract.

**AUTHORITY:** The provisions of this Part 3 issued under *R.S. 161, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.*

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

#### **Section 3.1 Purpose and Scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### **Section 3.2 Definitions.**

As used in the regulations in this part:

- (a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.
- (b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.
- (g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

{29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973}

### **Section 3.3 Weekly statement with respect to payment of wages.**

- a. As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of

such employees.

- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office,
- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

{29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968}

**Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

- (a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

**Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

- (a) Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor: Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent

has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

- (c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasigovernmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.
- (j) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not in violation of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the

work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

(36 F.R. 9770, May 28, 1971.)

**Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

- (a) Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:
- (b) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (c) The deduction is not otherwise prohibited by law;
- (d) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (e) The deduction serves the convenience and interest of the employee.

**Section 3.7 Applications for the approval of the Secretary of Labor.**

- (a) Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:
- (b) The application shall be in writing and shall be addressed to the Secretary of Labor. The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

{36 F.R. 9770. May 28, 1971.}

- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

**Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible

under provisions of §3.6; and shall notify the applicant in writing of his decision.

**Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

**Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

**Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

CERTIFICATION OF PROPOSED SUBCONTRACTOR  
REGARDING SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Contract Number(s)

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 \$100,000);
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000); and
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

*None*

\_\_\_\_\_  
Name & Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

N/A

**CERTIFICATION FOR BUSINESS CONCERNS**  
Seeking Section 3 Preference In Contracting and  
Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR INFORMATION**

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

- Type of Business:  Corporation  Partnership  Non-Profit Consortium
- Sole Proprietorship  Joint Venture

Attach the following documentation as evidence of Section 3 eligible status:  
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

For business entity as applicable:

- Copy of Articles of Incorporation
- Assumed Business Name Certificate
- List of owners/stockholders and % ownership of each appointed officers
- Organization chart with names and titles and brief function statement
- Certificate of Good Standing
- Partnership Agreement
- Corporation Annual Report
- Latest Board minutes
- Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees
- PHA/IHA Residential lease less than 3 years from day of employment
- List of employees claiming Section 3 status
- Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- List of owned equipment
- List of all contracts for the past two years
- Statement of ability to comply with public policy

Authorized Name and Signature \_\_\_\_\_

Date \_\_\_\_\_

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

(Corporate Seal)



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

N/A

**SECTION 3  
RESIDENT EMPLOYMENT OPPORTUNITY DATA  
ELIGIBILITY FOR PREFERENCE**

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>

**ELIGIBILITY FOR PREFERENCE**

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the Subrecipient, Grantee, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section CFR 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

**Section 3 Resident Certification  
for Worker Seeking Preference in Training  
and Employment**

RESIDENT COMPLETES THIS SECTION:

I, \_\_\_\_\_, am a legal resident of the \_\_\_\_\_

\_\_\_\_\_ and meet the income eligibility guidelines for a low- or very-low-income person as published on HUD'S income limits [www.huduser.org/portal/datasets/il.html](http://www.huduser.org/portal/datasets/il.html) and documented on the reverse side of this form.

My permanent address is: \_\_\_\_\_

I have attached the following documentation as evidence of my status:

- Copy of Lease
- Copy of receipt of public assistance
- Copy of Evidence of participation in a public assistance program
- Other Evidence

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

NA

**SECTION 3 INCOME LIMITS**

All residents of public housing developments of the Housing Authority of \_\_\_\_\_

Qualify as Section 3 Residents.

Alternatively, individuals residing in the

City of \_\_\_\_\_

or County of \_\_\_\_\_

Who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof that illustrates applicant is a current resident of the subject area.

HUD updates area median income (AMI) annually and income limits vary by county. To find the latest income limits visit HUD's website: [www.huduser.org/portal/datasets/il.html](http://www.huduser.org/portal/datasets/il.html)

**Eligibility Guideline**

Number in Household	Very Low Income (50% AMI)	Low Income (80%)
1 Individual		
2 Individuals		
3 Individuals		
4 Individuals		
5 Individuals		
6 Individuals		
7 Individuals		
8 Individuals		

Signature Field \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_



**Exhibit L**

**Posting Job Vacancies at WorkInTexas.com  
And Connecting Section 3 Residents with Section 3 Jobs**

**Posting Job Vacancies at WorkInTexas.com**  
**Required Language for Job Title and Job Description**

.....

**Grantees and Subrecipients:**

As required by the GLO Section 3 Policy, all Grantees, Subrecipients and their contractors who are receiving DR funding must post their job vacancies with the state's free job matching system – WorkInTexas.com. There are two ways to do this. You can self-register an employer account and post jobs directly online or you can contact your local Workforce Solutions Office. Staff is available to assist with account registration and/or can post jobs on your behalf at WorkInTexas.com

Specifically, Grantees, Subrecipients and Contractors must:

- Register with WorkInTexas.com;
- Register with their Local Workforce Solutions Center and/or Work-in-Texas Website;
- Post all DR related job postings at WorkInTexas.com; and
- Include the word SEC3 in the job title and job description.

-SAMPLE-

**Job Title-**

**SEC3** Construction Laborer

**Job Description-**

**SEC3**

Looking for a general laborer to work in housing construction. Construction experience a plus.

Included with this document is a list of tips that Grantees, Subrecipients and contractors can use in posting job vacancies provided by Texas Workforce Commission.

**Tips for Employers Posting Jobs in WorkInTexas.com**  
**Provided by Texas Workforce Commission**

WorkInTexas.com is a job matching site rather than a job lead generation site. We compare required job posting qualifications and job seeker qualifications with data in WorkInTexas.com to find quality matches. We believe we're providing better customer service by making sure your jobs attract qualified candidates before providing contact information to you or the job seeker. Recruiting can be difficult and expensive and we don't want to waste anyone's time. So, ensuring your job posting is as good and complete as possible is rule #1.

**Rule #1** – Take the time. Quality in means quality out, so spend the extra time up front making sure you've included as much detail as possible. The more complete your job posting, the better your matching results will be. And, a good job posting will keep you from missing out on good matches down the road.

**Rule #2** – Choose occupations wisely. Job "matching" is based on behind-the-scenes computer logic, but it all boils down to the occupations you choose. The more occupations you select, the more job seekers you'll attract (match) to your job posting, and vice versa.

**Rule #3** – Include pay, even if you choose to suppress it from job seeker view. It will narrow your results, and possibly increase the quality of your matches. Also, job matches are based on minimum salary, even if maximum salary is provided, so consider posting the actual salary amount you're willing to pay to ensure better job matches (matches will be restricted if the pay is too low).

**Rule #4** – Using "Keywords" can help you reduce the number of job seekers matched with your job posting. Keywords are single words or phrases you can enter to clarify specific qualifications you're looking for, such as computer languages, licenses, or certifications.

**Rule #5** – Use "Screening Questions." These are questions you can add to your posting that job seekers must answer before they contact you or apply. Answers do not limit anyone's ability to apply, but the information does offer you a unique opportunity to pre-screen and evaluate interested applicants.

**Rule #6** – View your job posting to see what job seekers will see. This is a great self-test of the quality and completeness of your job opportunity. If it looks short on detail to you, imagine what a job seeker will think. Take the time to go back and enter more information.

**Rule #7** – Use Site Help. It's our version of a "tutorial" and explains in general terms the major functions in WorkInTexas.com.

**If you're looking for Veterans (only)**

- All jobs entered in WorkInTexas.com are automatically made available to veterans only for the first two days.
- When posting your job, you can choose to make it available to veterans only for the lifetime of the posting by selecting "Veterans Only – Yes."
- Veteran applicants who apply for your job will be marked with an American Flag icon, indicating that they are eligible U.S. Military Veterans in good standing.

**Registering and Searching For Job Vacancies at WorkInTexas.com  
For Section 3 Residents**

Dear Section 3 Resident,

As required by the GLO Section 3 Policy, all Grantees, Subrecipients and their contractors who are receiving DR funding post their job vacancies with their Local Workforce Solutions Center and/or Work-in-Texas.

To help connect you to these job opportunities you must:

- Register as a job seeker with WorkInTexas.com and/or contact the local Workforce Solutions Office for assistance with registration;
- After you complete basic registration, it is important you add a Section 3 related keyword to your profile. To do so follow these steps:
  1. Click on the My Portfolio tab, in the top navigation
  2. Click on Keywords in the Job Matching Criteria section
  3. In the Keyword to add field enter: sec3 Enter 0 for both years and months experience
  4. Click the Add Keyword button

**Job Match Keywords** ? ⚙

---

\* indicates required information

\* Keyword to add

\* Experience  years  months

In addition, you can search for existing Section 3 job vacancies by selecting the Browse Jobs menu on the title bar then by Text. In the Enter Text line type the word: "SEC3", then hit search.

If you need help, please contact your local Workforce Solutions Center. You may search for one here:  
<http://www.twc.state.tx.us/dirs/wdas/directory-offices-services.html?mid=0.07262226541895678>



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

NEW HIRES SECTION 3  
MONTHLY COMPLIANCE REPORT

[Empty rectangular box]

Reporting Month: [Empty rectangular box]

Economic Opportunities for Low and Very Low-Income Persons

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor firms that they anticipate hiring for this project.

CONTRACTOR INFORMATION

Name of Business: [Empty box]  
Address of Business: [Empty box]  
Authorized Representative for this contract: [Empty box]  
Authorized Signatory: [Empty box]

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1 - 3 BELOW:

1. You must sign and date this form for the each applicable reporting month in connection with awarded project and deliver to:  
[Empty box]

2. When you hire a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no new hires this form must be completed and submitted to the Section 3 Coordinator identified above.

I have not hired any new employees during the reporting Month specified.

I have hired  Section 3 employees and/or  non-Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

	New Hire Name	Job Category/Trade	Full-time? Yes or No
1.			[Empty box]
2.			[Empty box]
3.			[Empty box]
4.			[Empty box]

I have taken one or more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. Provide a brief description of actions taken:

[Empty box for recruitment steps]

I have taken steps to find a Section 3 Resident in the applicable targeted areas where the project(s)/assistance will take place. List areas:

[Empty box for targeted areas]

- Placed signs or posters at prominent places in each of the above listed areas. Photographs were taken to document this action.

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. List advertisements (name publication, e.g. Work in Texas, Houston Chronicle, and/or website(s):

[Empty box for advertisements]

- Distributed employment flyers to the administrative office of the local Public Housing Authority.
- Provided notice of positions available to the Texas Workforce Commission for potential applicants. Provide copy of notice.
- Contacted employment referrals or Youthbuild Program referrals. List contacts:

[Empty box for contacts]

- Contacted with applicable parties to ensure that any HUD Youthbuild programs currently operating in the project(s) area/ assistance will take place.
- Kept a log of all applicants and indicate the reasons why Section 3 Residents who applied were not hired.
- Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 Residents.
- Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. Verification

- I have attached proof of all checked items.

Authorized Name and Signature

Date/Time Field

Attested By:

[Signature line]

INSERT PDF: EXHIBIT J – HUD COMPLIANT REGISTER

INSERT PDF: CERTIFICATE APPOINTING PAYROLL OFFICER

# 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. 2529-0042 1 6

(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

--

	<b>Date:</b>

**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 7th 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.

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: \_\_\_\_\_ Contract #: \_\_\_\_\_
Project Name: \_\_\_\_\_ GLO Contract #: \_\_\_\_\_

Firm \_\_\_\_\_ Date: \_\_\_\_\_

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed \_\_\_\_\_ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Insert name, address, phone number & email address of person appointed as payroll officer

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email Address: \_\_\_\_\_

Identifying Signature of Appointee ←

Signature of Appointing Officer: ←

Title: \_\_\_\_\_ ←



# 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 [www.wdol.gov](http://www.wdol.gov)

**GLO Contract #:** GLO 12-544-000-6819

**Grantee Name:** County of Jefferson, TX

**GLO-DR Contract #:** DRS220219

**Labor Standards Officer Name:** Wesley McPhail

**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:** TX79 M0 **Published:** Jan. 2, 2015

**Type of Work (check one):**     Heavy     Highway     Building     Residential

**Description of Bid Activity**

Dune Restoration: Extend 76,770 L.F. Shore Shoreline Restoration - Jefferson Co. Coastline from western boundary of McFaddin NWR to Perkins Levee

**Estimated Bid Opening Date:** June 30, 2015 (11:00 a.m.)

**ISSUED BY:**

**Name:** Wesley McPhail **Title:** LSO

**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**



## Power equipment operators:

Backhoe.....	\$ 15.55	1.89
Bulldozer.....	\$ 15.00	
Crane.....	\$ 13.77	
Front End Loader.....	\$ 10.63	
Trackhoe.....	\$ 15.60	

## Truck drivers:

Dump.....	\$ 10.00
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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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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

◆

**JEFFERSON COUNTY IFB 15-016/JW  
MCFADDIN NATIONAL WILDLIFE REFUGE  
DUNE RESTORATION**

**BID FORM**

**PROPOSAL**

Proposal of APOLLO Environmental Strategies Inc. (hereinafter called "Bidder") organized and existing under the State of Texas and doing business as a \* Corporation, to Jefferson County (hereinafter called "Owner").

\*Corporation, Partnership, etc.

In compliance with your Call for Bids dated June 1, 2015, 2015, Bidder hereby proposes to furnish all materials and equipment and to perform all work for Jefferson County, in strict accordance with the Contract Documents at the prices stated below.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been received independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before date to be specified in the NOTICE TO PROCEED and to fully complete the project within the time specified below. Bidder further agrees to pay as liquidated damages, the sum of (Five Hundred Dollars, \$500.00), for each consecutive calendar day thereafter, as provided in the Contract Documents.

Bidder acknowledges receipt of the following ADDENDA:

Add'm 1	June 19, 2015
Add'm 2	June 25, 2015
Add'm 3	June 29, 2015

Bidder has carefully examined the Instructions to Bidders, General Conditions, Technical Specifications, and Construction Drawings.

Bidder has secured and enclosed the Bid Security as required.

Bidder agrees to perform all work described in the CONTRACT DOCUMENTS for the following Schedule of Quantities and Prices:

## IFB 15-016/JW Schedule of Quantities And Prices

Bid Item	Description	Estimated Qty's	Units	Installed Unit Price	Total
<u>01 35 40 - Environmental Management</u>					
013540-1	Install silt fence	34,200	LF	<u>2.00</u>	<u>68,400.-</u>
013540-2	Remove silt fence	77,000	LF	<u>0.50</u>	<u>38,500.-</u>
<u>31 11 00 - Clearing and Grubbing</u>					
311100-1	Light to Medium Clearing and Grubbing	315,752	SY	<u>0.05</u>	<u>15,787.60</u>
<u>31 23 00 - Excavation &amp; Fill</u>					
312300-1	Berm fill above +2 ft (NAVD) to lines and grades	34,200	LF	<u>64.00</u>	<u>2,188,800.-</u>
312300-2	Select fill to raise natural grade to +2 ft (NAVD) at berm	4,971	CY	<u>6.00</u>	<u>29,826.-</u>
312300-3	Excavate existing berm for installation of impoundment relief	3,022	CY	<u>6.00</u>	<u>18,132.-</u>
312300-4	Excavation for impoundment relief sill	1,057	CY	<u>9.00</u>	<u>9,513.-</u>
<u>31 00 00 - Earthwork</u>					
310000-1	Overburden Fill at Impoundment Relief	6,400	CY	<u>5.00</u>	<u>32,000.-</u>
310000-2	Post Construction Site Restoration	1	LS	<u>1</u>	<u>300,000.-</u>
<u>TX S247 - Flexible Base</u>					
S247-1	Flexible Base (Levee Crossings)	1,250	CY	<u>90.00</u>	<u>112,500.-</u>
<u>TX S432 - Riprap</u>					
S432-1	Riprap	2,010	CY	<u>140.00</u>	<u>281,400.-</u>
				<b>Base Bid Subtotal:</b>	<u>3,094,858.60</u>
<u>01 71 13 - Mobilization and Demobilization</u>					
017113-1	Mob / Demob	1	LS	<u>1</u>	<u>249,200.-</u>
				<b>Base Bid Total:</b>	<u>3,344,058.60</u>

Additive Alternate 1 – Erosion and Sedimentation Control

312500-1	Weir, HDPE Pipe, and Sediment Mat	12	EACH	4,500	54,000.-
017013-2	Mob/Demob	1	LS	5,000	5,000.-
				<b>Subtotal:</b>	<b>59,000.-</b>

**Base Bid & Alt 1 Grand Total: 3,403,058.60**Additive Alternate 2 – Erosion and Sedimentation Control

312500-2	Sand Fence	61,160	LF	6.00	366,960.-
017013-3	Mob/Demob	1	LS	34,000.-	34,000.-
				<b>Subtotal:</b>	<b>400,960.-</b>

**Base Bid & Alt 2 Grand Total: 3,745,018.60**Additive Alternate 3 – Erosion and Sedimentation Control

312500-3	6' Timber Bollards and Galvanized Cable	400	EACH	150.-	60,000.-
017013-4	Tube Gate	4	EACH	550.-	2,200.-
312500-3	Mob/Demob	1	LS	6,000.-	6,000.-
				<b>Subtotal:</b>	<b>68,200.-</b>

**Base Bid & Alt 3 Grand Total: 3,712,258.60**

## Notes:

1. Mobilization/Demobilization for the Base Bid is up to a maximum of 10% of Base Bid Subtotal. Mobilization/ Demobilization for the Additive Alternatives is up to a maximum of 10% of each Subtotal.
2. Quantities are estimated based on data shown on the Drawings.
3. QUANTITIES SHOWN ARE TO BE USED FOR EVALUATING THIS PROPOSAL ONLY. Payment will be made in accordance with the payment section as described in a particular bid item's specification reference section.
4. The Owner reserves the right to increase or decrease the unit priced quantities by up to 25 percent at the stated unit price.
5. Bidder understands and agrees that all work must be completed within the time specified within SECTION 01 31 00 PROJECT SCHEDULE. Bidder understands that failure to complete work within that time period will subject him to LIQUIDATED DAMAGES.
6. Bidder shall submit with its bid a list of all sources and subcontractors proposed for the Work.
7. The prices mentioned herein shall be full compensation for furnishing all materials, equipment, labor, and all other expenses necessary to perform work in accordance with these drawings, specifications and contract documents.

MCFADDIN NATIONAL WILDLIFE REFUGE  
DUNE RESTORATION

SOURCES AND SUBCONTRACTORS

SOURCE: \_\_\_\_\_

Company Name: Martin Marietta - STONE  
Point of Contact: Zach Stiles  
Email Address: candice.clark@martinmarietta.com  
Phone Number: 409-835-4933

Company Name: Seabreeze Culvert - Culvert + fence + matz-weir, etc.  
Point of Contact: Ed  
Email Address: ed@seabreeze-culvert.com  
Phone Number: 409-296-4088

Company Name: Sun Coast Fuel diesel fuel  
Point of Contact: Leann Barnes  
Email Address: \_\_\_\_\_  
Phone Number: 713-844-9689

SUBCONTRACTORS

(Complete additional pages as necessary)

Company Name: Coastal Surveying of Texas  
Point of Contact: Sid Bouse  
Email Address: joann@surveygalveston.com  
Phone Number: 409-684-6400

Subcontracting Opportunity, Scope of Work:  
Surveying  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: Tolunay-Wong Engineers, Inc  
Point of Contact: Linda Collier  
Email Address: lcollier@tweinc.com  
Phone Number: 409-840-4214

Subcontracting Opportunity, Scope of Work:  
soil testing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBMITTED BY:

Company Bidding: APOLLO Environmental Strategies Inc.

Name of Bidder: Same

Address of Bidder: P.O. Box 12114  
Beaumont TX 77726

Dated at: 10:29 a.m. this 29 day of June, 2015.

Signature of Authorized Agent: *[Handwritten Signature]*

Title: V.P.



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – 3rd Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

IFB Number: IFB 15-016/JW  
IFB Title: McFaddin National Wildlife Refuge Dune Restoration  
IFB Due: 11:00 am CDT, Tuesday, June 30, 2015  
Addendum No.: 1  
Issued (Date): June 19, 2015

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

---

**Reason for Issuance of this addendum: Clarification Documents (Attached)**

---

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

---

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

ATTEST:  
Zina Moore  
Witness  
Tim Elms  
Witness

*Andy Elms*  
Authorized Signature (Bidder)  
V.P.  
Title of Person Signing Above

APOLLO Environmental Strategies Inc.  
Typed Name of Business or Individual  
P.O. Box 12114 Beaumont TX 77726  
Address

Approved by \_\_\_\_\_ Date: 6-29-15



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – 3rd Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

IFB Number: IFB 15-016/JW  
IFB Title: McFaddin National Wildlife Refuge Dune Restoration  
IFB Due: 11:00 am CDT, Tuesday, June 30, 2015  
Addendum No.: 2  
Issued (Date): June 25, 2015

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

---

**Reason for Issuance of this addendum: Clarifications (Questions & Answers)**

---

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

---

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

ATTEST:

*Zia Mor*  
Witness

*Tia Glus*  
Witness

*[Signature]*  
Authorized Signature (Bidder)

V.P.  
Title of Person Signing Above

APOLLO Environmental Strategies Inc  
Typed Name of Business or Individual

P.O. Box 12114 Beaumont TX 77726  
Address

Approved by \_\_\_\_\_ Date: 6-29-15



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1001 Pearl Street – 3rd Floor  
Beaumont, Texas 77701  
409-835-8593

**ADDENDUM TO IFB**

IFB Number: IFB 15-016/JW  
IFB Title: McFaddin National Wildlife Refuge Dune Restoration  
IFB Due: 11:00 am CDT, Tuesday, June 30, 2015  
Addendum No.: 3  
Issued (Date): June 25, 2015

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

---

**Reason for Issuance of this addendum: Technical Specifications**

---

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

---

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

ATTEST:  
  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signature (Bidder)

V.P.  
\_\_\_\_\_  
Title of Person Signing Above

Apollo Environmental Strategies Inc.  
\_\_\_\_\_  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: 6-29-15

P.O. Box 12114 Beaumont TX 77726  
\_\_\_\_\_  
Address

*From:*

**APOLLO Environmental Strategies**  
P.O. Box 12114  
Beaumont, Texas 77726  
409-833-3330

*Bid Documents:*

Bid for: *IFB No.*  
15-016/ITW  
McFaddin National Wildlife Refuge  
Dune Restoration

SEALED BID  
Bid Opening  
June 30, 2015  
11:00 a.m.

Jefferson County Purchasing Department  
1001 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont TX 77701

**JEFFERSON COUNTY IFB 15-016/JW**  
**MCFADDIN NATIONAL WILDLIFE REFUGE**  
**DUNE RESTORATION**

**BID FORM**

**PROPOSAL**

Proposal of BAYOU CONSTRUCTION , (hereinafter called "Bidder") organized and existing under the State of Texas and doing business as a \*2973 Hwy 69 North Nederland, Texas 77627, to Jefferson County (hereinafter called "Owner").

\*Corporation, Partnership, etc.

In compliance with your Call for Bids dated **June 30, 2015**, Bidder hereby proposes to furnish all materials and equipment and to perform all work for Jefferson County, in strict accordance with the Contract Documents at the prices stated below.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been received independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before date to be specified in the NOTICE TO PROCEED and to fully complete the project within the time specified below. Bidder further agrees to pay as liquidated damages, the sum of (Five Hundred Dollars, \$500.00), for each consecutive calendar day thereafter, as provided in the Contract Documents.

Bidder acknowledges receipt of the following ADDENDA:

Addendum # 1

Addendum # 2

Addendum # 3

Bidder has carefully examined the Instructions to Bidders, General Conditions, Technical Specifications, and Construction Drawings.

**Bidder has secured and enclosed the Bid Security as required.**

Bidder agrees to perform all work described in the CONTRACT DOCUMENTS for the following Schedule of Quantities and Prices:

## IFB 15-016/JW Schedule of Quantities And Prices

Bid Item	Description	Estimated Qty's	Units	Installed Unit Price	Total
<b>01 35 40 – Environmental Management</b>					
013540-1	Install silt fence	34,200	LF	\$4.00	\$132,688
013540-2	Remove silt fence	77,000	LF	\$1.00	\$81,399
<b>31.11.00 – Clearing and Grubbing</b>					
311100-1	Light to Medium Clearing and Grubbing	315,752	SY	\$1.00	\$254,144
<b>31.23.00 – Excavation &amp; Fill</b>					
312300-1	Berm fill above +2 ft (NAVD) to lines and grades	34,200	LF	\$7.00	\$746,372
312300-2	Select fill to raise natural grade to +2 ft (NAVD) at berm	4,971	CY	\$50.00	\$250,170
312300-3	Excavate existing berm for installation of impoundment relief	3,022	CY	\$57.00	\$173,007
312300-4	Excavation for impoundment relief sill	1,057	CY	\$106.00	\$112,095
<b>31.00.00 – Earthwork</b>					
310000-1	Overburden Fill at Impoundment Relief	6,400	CY	\$15.00	\$98,509
310000-2	Post Construction Site Restoration	1	LS	\$84,173	\$84,173
<b>TX S247 – Flexible Base</b>					
S247-1	Flexible Base (Levee Crossings)	1,250	CY	\$135.00	\$168,402
<b>TX S432 – Riprap</b>					
S432-1	Riprap	2,010	CY	\$116.00	\$233,748
<b>Base Bid Subtotal:</b>					<b>\$2,334,707</b>
<b>01 71 13 – Mobilization and Demobilization</b>					
017113-1	Mob / Demob	1	LS	\$18,124	\$18,124.00
<b>Base Bid Total:</b>					<b>\$2,352,831</b>

<u>Additive Alternate 1 – Erosion and Sedimentation Control</u>					
312500-1	Weir, HDPE Pipe, and Sediment Mat	12	EACH		\$226,669.00
017013-2	Mob/Demob	1	LS		\$1,500.00
<b>Subtotal:</b>					<b>\$228,169.00</b>
<b>Base Bid &amp; Alt 1 Grand Total:</b>					<b>\$2,581,000</b>
<u>Additive Alternate 2 – Erosion and Sedimentation Control</u>					
312500-2	Sand Fence	61,160	LF		\$6,560,640
017013-3	Mob/Demob	1	LS		\$1,500
<b>Subtotal:</b>					<b>\$6,562,140.00</b>
<b>Base Bid &amp; Alt 2 Grand Total:</b>					<b>\$8,915,971.00</b>
<u>Additive Alternate 3 – Erosion and Sedimentation Control</u>					
312500-3	6' Timber Bollards and Galvanized Cable	400	EACH		\$131,160.00
017013-4	Tube Gate	4	EACH		\$1,250.00
312500-3	Mob/Demob	1	LS		\$1,500.00
<b>Base Bid &amp; Alt 3 Grand Total:</b>					<b>\$2,334,707.00</b>

## Notes:

1. Mobilization/Demobilization for the Base Bid is up to a maximum of 10% of Base Bid Subtotal. Mobilization/ Demobilization for the Additive Alternatives is up to a maximum of 10% of each Subtotal.
2. Quantities are estimated based on data shown on the Drawings.
3. QUANTITIES SHOWN ARE TO BE USED FOR EVALUATING THIS PROPOSAL ONLY. Payment will be made in accordance with the payment section as described in a particular bid item's specification reference section.
4. The Owner reserves the right to increase or decrease the unit priced quantities by up to 25 percent at the stated unit price.
5. Bidder understands and agrees that all work must be completed within the time specified within SECTION 01 31 00 PROJECT SCHEDULE. Bidder understands that failure to complete work within that time period will subject him to LIQUIDATED DAMAGES.
6. Bidder shall submit with its bid a list of all sources and subcontractors proposed for the Work.
7. The prices mentioned herein shall be full compensation for furnishing all materials, equipment, labor, and all other expenses necessary to perform work in accordance with these drawings, specifications and contract documents.

MCFADDIN NATIONAL WILDLIFE REFUGE  
DUNE RESTORATION

**SOURCES AND SUBCONTRACTORS**

SOURCE: BAYOU CONSTRUCTION

Company Name: Bayou Construction  
Point of Contact: Charles Reeves  
Email Address: estimating@bayouconstruction.com  
Phone Number: 409-728-1658

Company Name: N/A  
Point of Contact:  
Email Address:  
Phone Number:

Company Name: N/A  
Point of Contact:  
Email Address:  
Phone Number:

**SUBCONTRACTORS**  
(Complete additional pages as necessary)

Company Name:  
N/A  
Point of Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Subcontracting Opportunity, Scope of Work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name:  
N/A  
Point of Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Subcontracting Opportunity, Scope of Work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SUBMITTED BY:

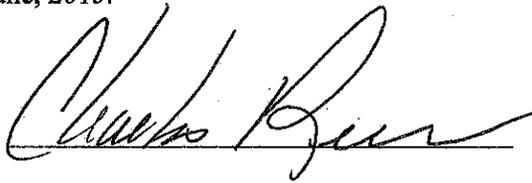
Company Bidding: BAYOU CONSTRUCTION

Name of Bidder: CHARLES REEVES

Address of Bidder: 2973 HWY 69 NORTH, NEDERLAND, TEXAS 77627

Dated at: 10 A.M. this 30<sup>th</sup> day of June, 2015.

Signature of Authorized Agent:

A handwritten signature in cursive script, appearing to read "Charles Reeves", written over a horizontal line.

Title: ESTIMATOR

## BIDDER CONTACT INFORMATION

**15-016/JW, McFaddin National Wildlife Refuge Dune Restoration**

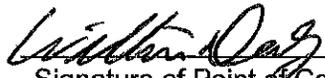
BAYOU construction & EXCAVATION LLC Point of contact for this offer:  
Company Name

2300 HWY 365  
Address

William Denby  
Name (Printed)

Nederland TX 77627  
City State Zip

(409) 722-6880 (409) 722-5480  
Phone Fax

  
Signature of Point of Contact

William.denby@bayouconstruction.com  
E-mail

General Manager  
Title

**Bid bond return address:**

McElveen Insurance

700 West Pricen Lake Road, Suite 200

Lake Charles, LA 70601

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO  
SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: Jefferson County/TGLO Contract #: Project # 21226  
Project Name: McFaddin NWA Dune Restoration GLO Contract #: 12-403-014

Firm Bayou Construction & Excavation, LLC Date: 6/30/15

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed Valerie Leviner whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: Valerie Leviner

Insert name, address, phone number & email address of person appointed as payroll officer

Address: 2300 Hwy 365 Suite 400

City: Nederland State: TX Zip Code: 77627

Telephone No: 409-722-6880 Email Address: valerie.leviner@industriallogistics.com

Valerie Leviner ←  
Identifying Signature of Appointee

Richard Holt ←  
Signature of Appointing Officer:

Title: Partner ←

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors	2	2	∅	∅
Professionals	1	1	∅	∅
Technicians	∅	∅	∅	∅
Housing Sales/Rental/Mgmt.	∅	∅	∅	∅
Office Clerical	1	1	∅	∅
Service Workers	∅	∅	∅	∅
Others	∅	∅	∅	∅

**SPECIFY TRADE CLASSIFICATION:** Operators

Journeyman	7	7	∅	∅
Apprentices	2	2	∅	∅
Maximum No. Trainees				
Others				

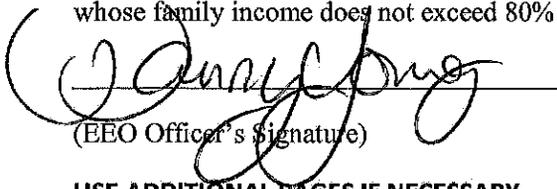
**SPECIFY TRADE CLASSIFICATION:** \_\_\_\_\_

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**SPECIFY TRADE CLASSIFICATION:** \_\_\_\_\_

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City/County of \_\_\_\_\_ whose family income does not exceed 80% of the median income in the State.

  
 (EEO Officer's Signature)

Bayob Construction & Excavation, LLC  
 (COMPANY NAME)

USE ADDITIONAL PAGES IF NECESSARY



# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS

County of JEFFERSON

Richard Harrington, being first duly sworn, deposes and says that:

(1) He is Partner of Bayou Construction Excavation, LLC, 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 TGLO (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) Richard Harrington

Business Manager  
Title

Subscribed and sworn to me this 30 day of June, 2015

By: Elizabeth Lemoine  
Notary Public

My commission expires 9/24/2015



# 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 Richard Harrington, who  
(Name)

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

"I, Richard Hartz am a duly authorized officer of/agent  
(Name)  
for Bayou Construction & Excavation and have been duly authorized to execute the  
(Name of firm)  
foregoing on behalf of the said Bayou Construction & Excavation, LLC.  
(Name of firm)

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

Name and address of bidder: Bayou construction & Excavation, LLC  
2300 Hwy 365, Suite 400 Nederland, TX 77627

Fax: 409-722-5480 Telephone# 409-722-6880

by: Richard Harrington Title: Business Manager  
(Print name)

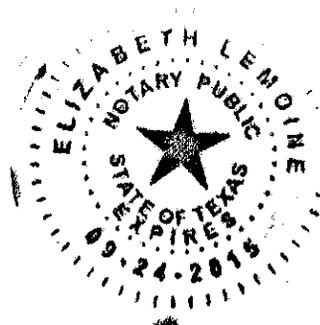
Signature: Richard Hartz

SUBSCRIBED AND SWORN to before me by the above-named  
Richard Harrington on

this the 30 day of June, 2015.

Elizabeth Lemoine Notary Public in and for the State of Texas

Elizabeth Lemoine



## CONFLICT OF INTEREST QUESTIONNAIRE

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

*Richard Hitz*

*6/30/15*

Signature of person doing business with the governmental entity

Date

LOCAL OPPORTUNITY PLAN  
SECTION 3 PLAN FORMAT  
CONTRACTOR or SUBCONTRACTOR  
(if either contract exceeds \$100,000.00)

Bayou construction & Excavation, LLC agrees to implement the following  
(NAME OF CONTRACTOR)

specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of Jefferson.

- A. To ascertain from the locality's DRS 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 City/County 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 residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. \* To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure 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 the Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Plan.

- J. To list on **Table A** information related to subcontracts to be awarded.
- 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.
- L. For employment, 30 percent of all "new hires", at all levels, in conjunction with the DRS project must be to Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.
- M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from housing rehabilitation and other public construction awarded through this grant must be awarded to Section 3 Business Concerns.

For L. and M. above, if these requirements cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet these performance objectives. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of Bayou Construction & Excavation, LLC we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

We appoint Danny Young as the EEO Officer.

Richard H. T.  
Signature

Business Manager / Partner  
Title

6/30/15  
Date

Danny Young  
Signature

EEO Officer  
Title

6-30-15  
Date

\* Loans, grants, contracts, and subsidies for less than \$100,000.00 will be exempt.

## 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) <i>Bayou construction &amp; Excavation, LLC</i> <i>2300 Hwy 365, Suite 400</i> <i>Nederland, TX 77627</i>	
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 Provision of <u>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	
<i>Richard Harrington / Business Manager</i>	
NAME AND TITLE OF SIGNER (Please type)	
<i>Richard H. L.</i>	<i>6/30/15</i>
SIGNATURE	DATE

## SECTION 504 CERTIFICATION

### POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Bayou Construction & Excavation, LLC 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) Danny Young

(Address) 2300 Hwy 365, Suite

Nederland Texas 77627  
City State Zip

Telephone Number (409) 722 - 6880 Voice  
(409) 722 - 6880 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).

## 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 Bayou 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.):	204441251
Company Name submitting bid/proposal:	Bayou Construction and Excavation
Mailing address:	2973 Hwy 69 N, Nederland, Tx. 77627
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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



## 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.** *Self Perform All Work*

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.

William Donby  
Printed Name of Authorized Representative

*William Donby*  
Signature

General Manager  
Title

6-30-15  
Date

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

*This information must be submitted with your bid.*

Prime Contractor: Bayou Construction and Excavation HUB:  Yes  No

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

Address: 2973 Hwy 69 N Nederland Texas 77627  
Street City State Zip

Phone (with area code): 409-239-5860 Fax (with area code): \_\_\_\_\_

Project Title & No.: McFaddin Dune Restoration <sup>13-403-014</sup> IFB/RFP No.: 15-016/SU

Total Contract: \$ 2,517,529.00 Total HUB Subcontract(s): \$ 0.00

Construction HUB Goals: 12.8% MBE: 0 % 12.6% WBE: 0 %

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: N/A

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

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

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

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

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

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

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





**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**  
PAGE 4 OF 4

Subcontractor Name: N/A

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

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

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

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

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

Subcontractor Name: N/A

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

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

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

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

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

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): William Denby

Title: General Manager

Signature: William Denby

Date: 6-30-15

E-mail address: William.Denby@BayouConstruction.com

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

Name (print or type): Valerie Levinene

Title: AR/AP Clerk

Date: 6-30-15

E-mail address: Valerie.Levinene@IndustrialLogistics.com

## 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: Bayou Construction Date Organized: 2006

Address: 2973 Hwy 69N, Nederland, TX Date Incorporated 2006

Number of Years in contracting business under present name 9 years:

**CONTRACTS ON HAND:**

Contract	Amount \$	Completion Date
<u>Cheniere LNG</u>	<u>6 Mil</u>	<u>2015-Dec.</u>
<u>Bechtel Corporation</u>	<u>10 Mil</u>	<u>2017-June</u>

Type of work performed by your company: Heavy Civil/Mechanical

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>American Midstream</u>	<u>500K</u>	<u>6-2015</u>
<u>Cheniere LNG</u>	<u>1.2 Mil</u>	<u>5-2015</u>
<u>Bechtel Corp</u>	<u>600K</u>	<u>5-2015</u>

Major equipment available for this contract: Marooka Buggies, Track hoes, Heavy haul Tractor/Trailer

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: \$ 1 million Bank reference: Business First

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

Executed this 30 day of June, 2015.

By:(signature) William Donby Title: General Manager

(print name) William Donby



700 West Prien Lake Road, Suite 200  
Lake Charles, LA 70601  
Direct (337) 475-7441  
Fax (337) 564-6934

6/29/2015

Bayou Construction & Excavation, LLC  
2300 Highway 365, Suite 400  
Nederland TX 77627

Re: Job Owner Name: Texas GLO, US Fish & Wildlife  
Project Title: McFaddin NWR Dune Restoration  
Rates: \$25.00; \$15.00; \$10.00; \$7.50; \$7.00

Delivered Via:

	Fed Ex		UPS	X	Insured Pick-up
	U.S. Mail		Hand Delivered		

Enclosed please find the following items:

X	Bid Bond dated	6/30/15	(state if rebid)		
	Performance/Payment Bond dated:				
	Notary Bond		Permit Bond		Other
	Invoice				
	Application				
	Certificate of Insurance				

As a precaution, please check all dates, descriptions, names, surety signatures, and remember that the appropriate contractor signature is necessary. Please give me a call should you need additional information.

Thank you,

*Susan*

Susan McElveen

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Bayou Construction & Excavation, LLC as PRINCIPAL, and American Contractors Indemnity Co. dba Texas Bonding Company as SURETY are held and firmly bound unto Texas General Land Office US Fish and Wildlife Service 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.

TGLO Contract No. 12-403-014 W.O. No. 6822, Ike Disaster Recovery - Round 2.2 Funding; Proj. 21226; Jefferson County IFB 15-016/JW

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated June 30, 2015, for McFaddin NWR Dune Restoration, Jefferson County, TX 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 30th day of June 2015, 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.

Attest:

(SEAL)  
Bayou Construction & Excavation, LLC  
 By: Richard Holt (SEAL)

Attest:

Susan McElveen

Affix Corporate Seal  
American Contractors Indemnity Co. dba Texas Bonding Company  
 By: Douglas McElveen  
 Douglas McElveen, Attorney-in-Fact

Attest:

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

Countersigned

By: Christine Baker

\* Attorney-in-Fact, State of LA

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Douglas McElveen, Christine Baker or Kathy Peters of Lake Charles, Louisiana**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\$ \*\*10,000,000.00\*\* ).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

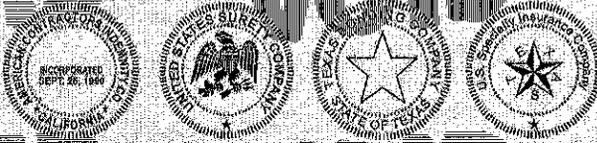
*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

*[Signature]*  
**Daniel P. Aguilar, Vice President**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles SS:

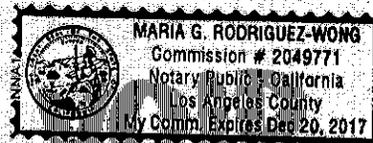
On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

*[Signature]*

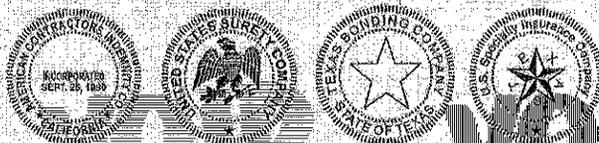
(Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 30th day of June, 2015.

Corporate Seals



*[Signature]*

**Michael Chalekson, Assistant Secretary**

Bond No. \_\_\_\_\_  
Agency No. 18756

## **Henry W. Littlefield**

315 Eldridge  
Beaumont, TX 77707

Cell: 409-550-4288 Email: ChipL914@yahoo.com

June, 2015

Dear Prospective Employer:

Please accept this resume as an expressed interest in any project positions that your corporation may have available, as I would like to be considered in becoming part of your company's team. The following resume will provide you with information concerning my qualifications and professional background.

Currently, I am the Golden Triangle Operations Manager for Oates Industries. As such, I oversee the daily operations of several different crafts, productivity factors, manage project cost, project estimates, as well as client relations and potential new client's relations. I also work closely with our Safety Team to ensure the safety of both Oates employees as well as our client's employees. To continuously and measurably improve our Living Safety Programs.

Twenty plus years of working experience in industrial, chemical, petroleum, and process facilities compliments my accumulated learning of what a safe and Productive workplace should be. While holding positions such as operator, welder, pipe fabricator, Foreman, and General Foreman, Safety Manager and Facility Project Manager. I have been an active part of all sides and several programs throughout the Petrochemical and Refining industry. These experiences have helped me to understand the importance of a solid safety and client relation program. I have learned that safety programs, work practices, craftsmanship, productivity and quality control must continually adapt according to changes within the working environment and within the workforce. Additionally, the wisdom that I have gained has led to my current position and I look forward to a career helping to improving our industry.

Please feel free to contact me at any time for a personal interview. I have enclosed my resume for your review.

Feel free to contact my personal references:

Jose Carvajal – (409) 450-9564 Project Manager @ Motiva	Scott Gleason- (260) 615-4341 ExxonMobil Maint. Manager
Danny Nichols - (409) 757- 3361 Facility Safety manager for ExxonMobil	Haitham Barakat- (864) 353-6525 ExxonMobil Engineering Manager
Robbie Cloud – (409) 718-8472 Capital Manager – Chevron PA. TX	Bobby Tynes – (409) 882 – 1964 Maint. Manager – Lanxess Orange TX
Danny Mercer – (409) 651-4554 Contracts Manager - ExxonMobil	Keith Cascarelli – (409) 289 – 1957 Maint. Manager ExxonMobil O/A
Steve Simmons – (409) 550-2729 Mechanical Operations Manager - Kilgore	Russell Mathis – (409) 790-6031 Contract Manager - ExxonMobil

**Note:** More references can be supplied per request.

**Henry W. Littlefield**

315 Eldridge

Beaumont, TX 77707

Cell: 409-550-4288 Email: ChipL914@Yahoo.com

**Profile:** Dedicated worker with diverse experience in the field of construction and service management. Responsible, articulate, and results oriented with excellent interpersonal and problem solving skills. Solid work history.

**Work Experience:**

Over nineteen years of general maintenance and project experience in refinery operations. Experience in construction safety and industrial, pipe fabrication, welding, and heavy equipment operation. Skilled at reading blueprints, ISO's, P&ID's, project estimating and project planning, Safety Coordinator/Manager and Site Operations Manager/Project Manager. I have managed a site where average headcount was 376 employees. Familiarity with refineries and processing facilities such as Arkema, ExxonMobil Oil Beaumont, ExxonMobil Baytown, ATOFINA Port Arthur, and Bayer Baytown and Lanxess.

2014 – Present Oates Industries

**Project Manager for the Golden Triangle area.**

I oversee and coordinate all of Force's daily operations for maintenance, project work and outage work. Including labor force and project cost for manpower, consumable, vendors, productivity factors and our safety program. Coordinate daily with our clients to ensure our client's goals are being met in a timely professional manner.

2013 – 2014 Force Specialty Services

**Project Manager for the Golden Triangle area.**

I oversee and coordinate all of Force's daily operations for maintenance, project work and outage work. Including labor force and project cost for manpower, consumable, vendors, productivity factors and our safety program. Coordinate daily with our clients to ensure our client's goals are being met in a timely professional manner.

2008-2013 Zachry Industrial

San Antonio, TX

**Construction Site Project Manager at ExxonMobil facility Beaumont TX.**

Site Project manager for Zachry Industrial at the ExxonMobil facility located in Beaumont TX. Where I oversee and coordinate all of Zachry Industrials daily operation activity for maintenance, project work and outage work as the imbedded contractor.

02/96 - 2008

Triple "S" Industrial

Lumberton, TX

**Construction Site Manager/Heavy Equipment Operator/Pipe Fabricator/Welder**

Started in an entry level positions in 1996. I eventually work my way into a manager role in 2005 at the Beaumont, TX Arkema facility. Where I planned, coordinated, overseen the executions of mechanical and support employees as well as several entire facility outages.

**Education:**

Spring 2005 Associated Builders &amp; Contractors

Nederland, TX

**Industrial Safety Training Courses****National Center for Construction Education & Research certifications in:**

- Safety Technology
- Construction Site Safety Tech
- Field Safety
- Construction Site Safety Supervisor

May 14, 2005

U.S. Department of Labor

**OSHA 500 Certification**

2003

NCCER

Certification in Pipe Fabrication

Certification in Heavy Equipment Operation

1999-2000

Real Estate Education

Beaumont, TX

**Certifications in the following courses:**

- Principles of Real Estate
- Law of Contracts
- Law of Agency
- Real Estate Finance
- Property Management
- Real Estate Mathematics

Spring 1998 Associated Builders &amp; Contractors

Nederland, TX

**Fulfilled the requirements of core curriculum in standardized craft training***1994 Grad.*

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## ERIC GILCHRIST

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760 Searcy Road, PO Box 480, Buna, TX 77612

409.289.1053

✉ eric.gilchrist@gmail.com ✉

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### PROFILE OF QUALIFICATIONS

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- More than 15 years of experience in staff leadership, operations management, construction, safety, problem resolution, equipment operation, communication, surveying and project management.
  - History of promotion to greater levels of responsibility through superior performance.
  - Skillful multitasker with exceptional detail orientation and problem-resolution capacities.
  - Effective team builder with strong communication and relationship-building abilities.
  - Excellent planning, organization, time management and decision-making skills.
  - Strategically collaborate with professionals to maximize performance in facilitating goals and attaining operational excellence.
- 
- 

### CAREER TRACK

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Oryx Oil Field Services, Goliad, TX

2012 - 2015

Superintendent / Project manager 2013-2015

- Directed crew rated as both Most Productive and Most Cost-Effective.
- Bid jobs

Heavy Equipment Operator 2012-2013

- Safely operated track hoe and ensured safety while working around live lines.

- Alco, Beaumont, TX

2000 - 2012

~ Superintendent 2007-2012

- Tasked with managing numerous projects worth more than \$10MM and successfully completed all work on time & under budget.
- Effectively supervised over 50 personnel and five subcontractors.
- Estimating

~ Field Engineer 2004-2007

- Directed surveying operations and collaborated with engineering personnel to update construction plans.
- Ensured completion of all change orders and other construction documentation.

- Foreman 2000-2004

- Recruited to conduct heavy equipment operation, surveying, field engineering, spreading and personnel leadership operations.

Bid Documents

15-016 / J.W. McFadden National Wildlife  
Refuge Dune Restoration



Cheminova, Inc. / One Park Drive / Suite 150 / Research Triangle Park, NC / 27709

January 2, 2015

ADAPCO, Inc.  
Ms. Kathy Russell  
550 Aero Ln  
Sanford, FL 32771-6342

**RE: Mosquito Control Chemical Price Increases**

To Whom It May Concern:

Please be advised that raw material price increases and escalating fuel and logistics costs in the U.S. during the past year has resulted in price increases to our mosquito control product line. We have experienced a 3% price increase.

Where we strive to control costs and increase efficiencies when possible, some cost increases cannot be absorbed and these must be passed on to the market.

We appreciate your business and your continued support. If we can be of further assistance to you and ADAPCO please do not hesitate to contact our office.

Sincerely,

*Brad Chalk*

Brad Chalk  
Business Manager, Non Crop Markets



**Cheminova, Inc.**  
**One Park Drive**  
**Suite 400**  
**Research Triangle Park, NC 27709**

January 16, 2015

To Whom It May Concern:

This letter is to advise you that Cheminova, Inc. is the sole manufacturer of the trademarked product **Fyfanon™** ULV Mosquito insecticide for the calendar years 2015 and 2016.

ADAPCO, Inc. shares distribution rights in the states of Colorado, Kansas, Montana, Nebraska, North Dakota, South Dakota and Wyoming. In all other states and the Caribbean Islands, ADAPCO is Cheminova's sole distributor for **Fyfanon** ULV Mosquito product line.

We appreciate your interest in Cheminova Products. If you have any questions regarding this or need any additional information, please do not hesitate to call me at 919-474-6605.

Sincerely,

*Bradley Chalk*

Business Manager



June 30, 2015

Jefferson County  
Attention: Deborah L. Clark  
Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

To Commissioners' Court and County Judge:

We are pleased to confirm our understanding of the services we are to provide Jefferson County for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Jefferson County as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Jefferson County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Jefferson County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Analysis and Budgetary Comparison Information – General Fund
- 3) TCDRS Schedule of Funding Progress
- 4) Other Post-Employment Benefits Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies Jefferson County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards
- 2) Combining and individual fund information
- 3) Other supplementary information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Commissioners' Court of Jefferson County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly

inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Jefferson County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Jefferson County's major programs. The purpose of these procedures will be to express an opinion on Jefferson County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Jefferson County in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on January 1, 2016.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report

copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to Commissioners' Court; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or

containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pattillo, Brown and Hill, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown and Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 1, 2016 and to issue our reports no later than March 31, 2016. Chris Pruitt is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$70,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Jefferson County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,  
Pattillo, Brown and Hill, L.L.P.



Chris Pruitt, CPA

RESPONSE:

This letter correctly sets forth the understanding of Jefferson County.

Management signature:

Title:

Date:

Governance signature:

Title:

Date:

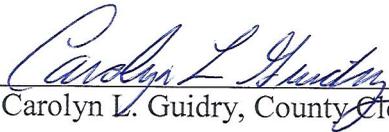
**CONTRACT RENEWAL FOR IFB 14-028/JW  
TERM CONTRACT FOR LEASE OF 217.892 ACRES AT SECTION  
263, ABSTRACT NO. 358 FOR JEFFERSON COUNTY**

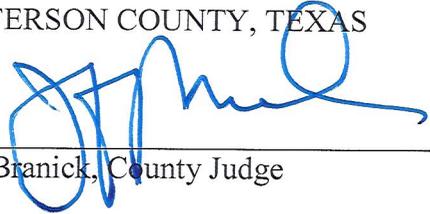
The County entered into a contract with Robert A. Hoyt for one (1) year, from August 25, 2014 to August 24, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from August 24, 2015 to August 23, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:

  
\_\_\_\_\_  
Robert A. Hoyt



**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, Precinct #4

Date: June 29, 2015

RE: Transfer Funds

---

Please transfer **\$1,000** from account # 114-0405-431.30-51 (Motor Oil and Grease) into account # 114-0405-431.40-09 (Buildings and Grounds) for additional cost of building materials.

Thank you.

EA/nr



**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 Everett Alfred, Precinct # 4

Date: June 26, 2015

RE: Transfer Funds

---

Please transfer **\$10,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-08 (Automobiles and Trucks) for additional cost of equipment repairs.

Thank you.

EA/nr

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending May 31, 2015



Patrick Swain - County Auditor

**PATRICK SWAIN**  
**COUNTY AUDITOR**  
**(409) 835-8500**



**1149 PEARL ST. - 7TH FLOOR**  
**BEAUMONT, TEXAS 77701**

June 18, 2015

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael "Shane" Sinegal  
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of May 31, 2015 together with the results of operations of the budget for the eighth period then ended.

**Revenue:**

Total budgeted revenue collected for the month ending May 31, 2015 is \$107,773,785. Budgeted Revenues are \$118,400,967 leaving \$10,627,182 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$83,019,955 for the first eight months of the year. The amount budgeted is \$82,877,967.

**Sales Taxes:**

Sixty-four percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$21,450,000.

Page Two

**Licenses & Permits:**

Sixty-four percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$418,200 for the year.

**Intergovernmental:**

Seventy-four percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,574,315.

**Fees:**

Eighty-two percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,110,620 for the year.

**Fines and Forfeitures:**

Sixty-five percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,725,000.

**Interest:**

Eighty percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$220,865.

**Other Revenues:**

Thirty-one percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$24,000.

**Expenditures:**

Overall for the County's budgeted funds, sixty percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$123,714,056, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,891,206 for the fiscal year ending September 30, 2015.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal flourish extending to the right.

Patrick Swain  
County Auditor

JEFFERSON COUNTY, TEXAS  
FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY  
FOR THE MONTH ENDING May 31, 2015  
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Jefferson County, Texas  
Consolidated Balance Sheet  
For The Month Ending May 31, 2015

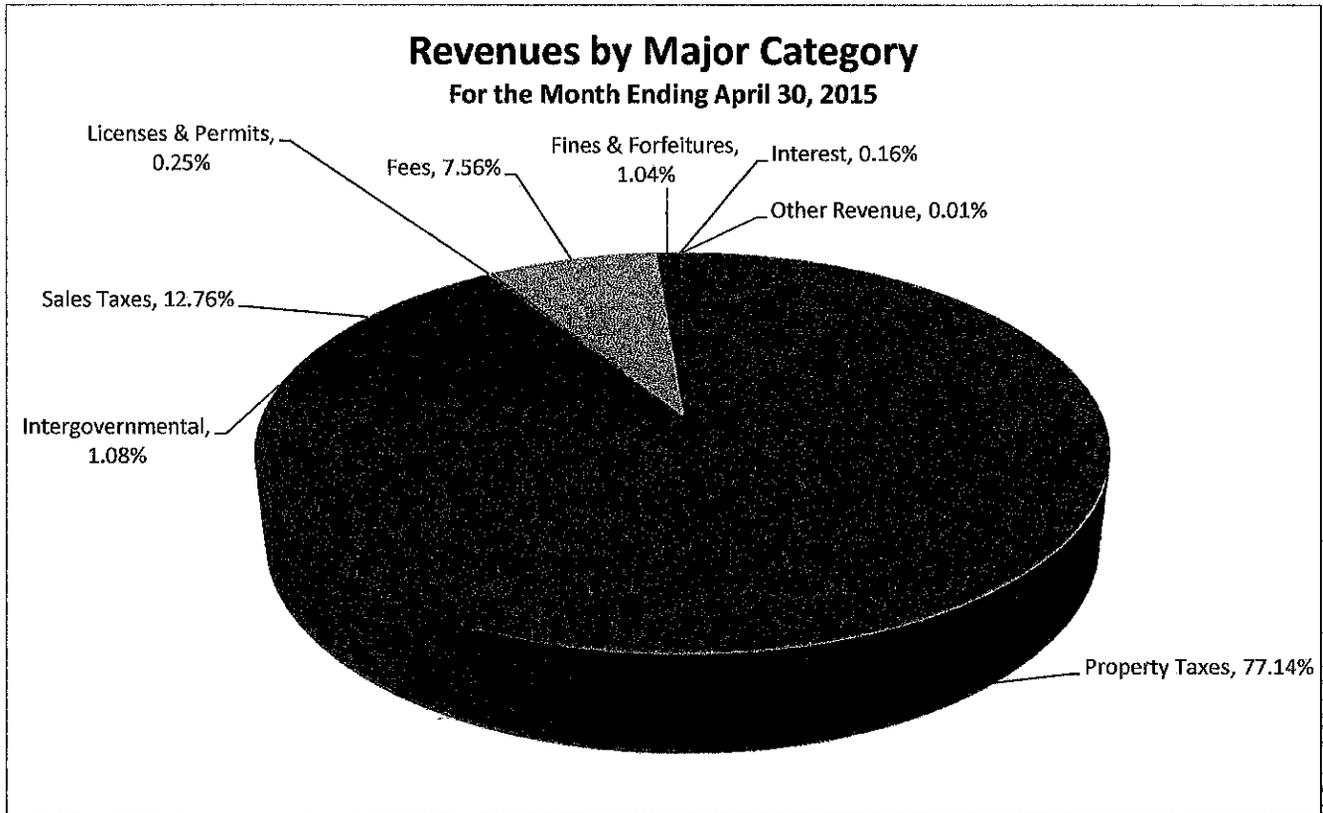
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 78,351,239	16,679,848	10,951,109	6,258,061	(721,628)	(764,109)	\$ 110,754,520
Receivables & Prepaids	6,751,438	65,006	-	150,648	(98,194)	-	6,868,898
Intergovernmental Receivables	2,658,976	-	-	-	-	-	2,658,976
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	469,644	48,943	-	-	188,262	-	706,849
Other Assets	-	-	-	-	84,297,572	-	84,297,572
Total Assets	\$ 88,381,297	\$ 16,793,797	\$ 10,951,109	\$ 6,408,709	\$ 83,666,012	\$ (764,109)	\$ 205,436,815
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,117,227	490,014	-	-	67,933	2,253,759	\$ 5,928,933
Intergovernmental Payables	360	-	-	-	35	-	395
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	7,547,139	82,624	-	132,947	393,124	-	8,155,834
Fund Balance/Equity	77,716,571	16,221,159	10,951,109	6,275,762	83,204,920	(3,017,868)	191,351,653
Total Liabilities and Fund Balance/Equity	\$ 88,381,297	\$ 16,793,797	\$ 10,951,109	\$ 6,408,709	\$ 83,666,012	\$ (764,109)	\$ 205,436,815

Jefferson County, Texas  
Statement of Changes in Fund Balances  
For The Month Ending May 31, 2015

	Month Ending May 31, 2015				5/31/2015
	4/30/2015	Receipts	Disbursements	Transfers In/(Out)	
	Fund Balance				Fund Balance
Jury Fund	\$ 372,214	\$ 79,335	\$ 128,239	\$ -	\$ 323,310
Road & Bridge Pct. 1	1,780,969	560,550	174,557	-	2,166,962
Road & Bridge Pct. 2	566,060	517,417	105,818	-	977,659
Road & Bridge Pct. 3	646,758	468,125	94,210	-	1,020,673
Road & Bridge Pct. 4	950,652	606,697	191,736	-	1,365,613
Engineering Fund	443,308	4,832	71,592	-	376,548
Parks & Recreation	164,577	7,689	10,371	-	161,895
General Fund	69,718,197	3,721,784	7,134,795	-	66,305,186
Mosquito Control Fund	1,285,957	9,560	114,014	-	1,181,503
Tobacco Settlement Fund	3,836,645	577	-	-	3,837,222
<b>Total General Funds</b>	<b>79,765,337</b>	<b>5,976,566</b>	<b>8,025,332</b>	<b>-</b>	<b>77,716,571</b>
<b>Total Special Revenue Funds</b>	<b>16,635,720</b>	<b>1,097,456</b>	<b>1,512,017</b>	<b>-</b>	<b>16,221,159</b>
<b>Total Capital Project Funds</b>	<b>10,216,817</b>	<b>1,285,960</b>	<b>551,668</b>	<b>-</b>	<b>10,951,109</b>
<b>Total Debt Service Funds</b>	<b>6,242,389</b>	<b>33,873</b>	<b>500</b>	<b>-</b>	<b>6,275,762</b>
<b>Total Enterprise Funds</b>	<b>82,983,092</b>	<b>664,986</b>	<b>443,158</b>	<b>-</b>	<b>83,204,920</b>
<b>Total Internal Service Funds</b>	<b>(2,710,346)</b>	<b>1,414,834</b>	<b>1,722,356</b>	<b>-</b>	<b>(3,017,868)</b>
<b>Total Balances</b>	<b>\$ 193,133,009</b>	<b>\$ 10,473,675</b>	<b>\$ 12,255,031</b>	<b>\$ -</b>	<b>\$ 191,351,653</b>

Jefferson County Texas  
 Statement of Revenues by Category - Compared with Budget Allocation  
 For The Month Ending May 31, 2015

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 83,019,955	\$ 82,877,967	\$ (141,988)	-0.17%
Sales Taxes	13,756,146	21,450,000	7,693,854	35.87%
Licenses & Permits	266,378	418,200	151,822	36.30%
Intergovernmental	1,166,720	1,574,315	407,595	25.89%
Fees	8,262,717	10,110,620	1,847,903	18.28%
Fines & Forfeitures	1,118,774	1,725,000	606,226	35.14%
Interest	175,765	220,865	45,100	20.42%
Other Revenue	7,330	24,000	16,670	69.46%
	<u>\$ 107,773,785</u>	<u>\$ 118,400,967</u>	<u>\$ 10,627,182</u>	<u>8.98%</u>



Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Month Ending May 31, 2015

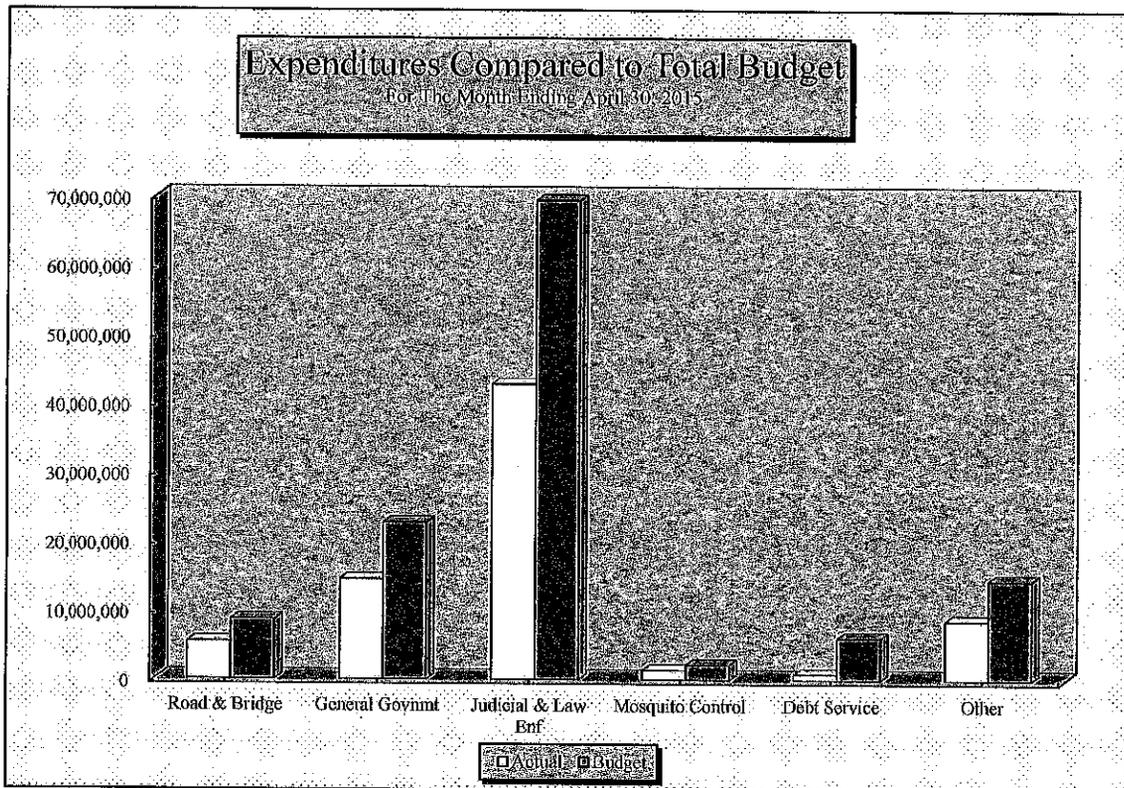
Jury Fund	October 2014					Cumulative Total	Annual Budget	Unrealized Balance
	-December-	January	February	March	April			
Current Taxes	\$ 38,847	\$ 158,936	\$ 67,713	\$ 1,087	\$ 3,048	\$ 270,750	\$ 272,893	\$ 2,143
Delinquent Taxes	1,201	336	318	122	586	2,881	3,695	814
Jury Fees	5,742	2,545	1,959	2,953	2,932	19,365	40,000	20,635
Intergovernmental Revenue	95,812	23,562	33,490	43,792	-	271,320	550,000	278,680
Road & Bridge Pct. 1								
Current Taxes	84,548	345,916	147,375	2,367	6,633	589,275	593,939	4,664
Delinquent Taxes	2,357	659	624	240	1,149	5,652	7,251	1,599
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	81,060	-	-	-	502,827	522,000	(61,887)
Road & Bridge Fees	114,504	49,086	46,761	46,186	57,165	348,198	535,050	186,852
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Fines and Forfeitures	41,893	20,767	20,421	36,898	24,810	164,957	287,100	122,143
Road & Bridge Pct. 2								
Current Taxes	77,972	319,012	135,913	2,182	6,118	543,444	547,744	4,300
Delinquent Taxes	2,175	608	576	221	1,060	5,215	6,689	1,474
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	74,755	-	-	-	463,717	481,400	(57,072)
Road & Bridge Fees	105,598	45,268	43,124	42,595	52,718	321,116	493,435	172,319
Sales, Rentals & Services	-	-	-	-	-	466	-	(466)
Fines and Forfeitures	38,634	19,152	18,832	34,028	22,880	152,125	264,770	112,645
Road & Bridge Pct. 3								
Current Taxes	70,457	288,263	122,814	1,972	5,528	491,064	494,949	3,885
Delinquent Taxes	1,963	549	520	200	957	4,708	6,038	1,330
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	67,550	-	-	-	419,022	435,000	(51,572)
Road & Bridge Fees	95,420	40,905	38,967	38,489	47,637	290,165	445,875	155,710
Sales, Rentals & Services	-	-	(36)	5,229	(2,258)	1,000	-	(3,935)
Fines and Forfeitures	34,913	17,307	17,018	30,749	20,676	137,470	239,250	101,780
Road & Bridge Pct. 4								
Current Taxes	90,962	372,159	158,556	2,546	7,137	633,981	638,997	5,016
Delinquent Taxes	2,551	713	675	260	1,244	6,118	7,847	1,729
Intergovernmental Revenue	-	-	-	-	-	-	2,000	2,000
Auto Registration Fees	-	87,209	-	-	-	540,971	561,600	(66,580)
Road & Bridge Fees	123,190	52,809	50,308	49,690	61,501	374,611	575,640	201,029
Sales, Rentals & Services	(520)	400	100	-	2,375	5,977	-	(5,977)
Fines and Forfeitures	45,066	22,340	21,967	39,693	26,689	177,450	308,880	131,430
Other Revenue	-	-	-	-	-	-	-	-

Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Month Ending May 31, 2015

	October 2014					Cumulative Total	Annual Budget	Unrealized Balance
	December	January	February	March	April			
<b>Engineering Fund</b>								
Current Taxes	\$ 136,361	\$ 557,904	\$ 237,691	\$ 3,817	\$ 10,699	\$ 3,929	\$ 957,920	\$ 7,519
Delinquent Taxes	3,415	954	904	347	1,665	903	10,503	2,315
Licenses and Permits	129	100	-	-	-	-	1,000	771
Sales, Rentals & Services	450	-	-	225	100	-	1,500	725
<b>Parks &amp; Recreation</b>								
Current Taxes	19,697	80,589	34,334	551	1,545	568	138,370	1,086
Delinquent Taxes	298	83	79	30	145	79	916	202
Sales, Rentals & Services	17,558	4,916	6,130	7,168	6,246	7,042	50,250	1,190
<b>General Fund</b>								
Current Taxes	11,247,491	46,017,549	11,923,756	314,824	882,455	324,082	70,434,933	(275,224)
Delinquent Taxes	312,538	87,344	82,727	31,790	152,415	82,631	961,298	211,853
Sales Taxes	2,189,442	2,207,428	2,692,883	1,986,740	2,316,270	2,363,383	21,450,000	7,693,834
Other Taxes	-	1,234	-	-	-	6,096	24,000	16,670
Licenses and Permits	63,209	33,114	41,558	37,640	42,554	48,074	417,200	151,051
Intergovernmental Revenue	166,835	62,033	143,613	20,434	322,614	179,871	1,022,315	126,915
Fees of Office	731,059	538,933	383,746	501,298	359,858	369,782	4,266,044	1,381,368
Other Sales, Rentals & Svcs.	496,224	205,048	337,086	233,095	224,522	231,287	1,702,826	(24,436)
Fines & Forfeitures	129,443	66,034	59,955	66,216	59,800	105,324	625,000	138,228
Interest	65,174	8,563	19,055	36,322	19,068	11,254	200,000	40,564
Other Revenue	-	-	-	-	-	-	-	-
<b>Mosquito Control Fund</b>								
Current Taxes	252,614	1,033,536	440,331	7,070	19,820	7,279	1,774,578	13,928
Delinquent Taxes	8,629	2,411	2,284	878	4,207	2,281	26,540	5,850
Spraying Contract	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-
<b>Tobacco Settlement Fund</b>								
Interest	3,290	422	849	1,727	944	577	12,000	4,191
<b>Debt Service</b>								
Current Taxes	869,868	3,558,958	1,516,270	24,347	68,248	25,064	5,923,644	(139,111)
Delinquent Taxes	27,100	7,674	6,847	2,993	14,101	7,868	69,223	2,640
Interest	1,424	506	1,353	2,765	1,531	941	8,865	345
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-
<b>Total</b>	<u>\$ 17,815,533</u>	<u>\$ 56,567,199</u>	<u>\$ 18,859,446</u>	<u>\$ 3,661,776</u>	<u>\$ 4,859,392</u>	<u>\$ 6,010,439</u>	<u>\$ 118,400,967</u>	<u>\$ 10,627,182</u>

Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation - 67% of Year Completed  
 For The Month Ending May 31, 2015

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 514,598	\$ 1,021,240	\$ 506,642	49.61%
Road & Bridge Funds	4,809,510	7,525,258	2,715,748	36.09%
Engineering Fund	609,004	985,864	376,860	38.23%
Parks & Recreation Fund	62,998	190,032	127,034	66.85%
<b>General Fund:</b>				
General Government	14,534,840	22,760,194	8,225,354	36.14%
Judicial	10,985,602	18,277,804	7,292,202	39.90%
Law Enforcement	31,329,928	50,168,788	18,838,860	37.55%
Education	247,825	404,159	156,334	38.68%
Health & Welfare	5,091,314	8,561,356	3,470,042	40.53%
Maintenance	2,257,125	3,761,791	1,504,666	40.00%
Other	947,867	1,694,650	746,783	44.07%
Mosquito Control Fund	1,409,910	2,189,276	779,366	35.60%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	849,222	6,123,644	5,274,422	86.13%
	<u>\$ 73,699,743</u>	<u>\$ 123,714,056</u>	<u>\$ 50,014,313</u>	<u>40.43%</u>



Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending May 31, 2015

	October 2014												Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	Encumbrances		Cumulative Total		Budget	Balance		
Jury Fund	\$ 184,614	\$ 55,971	\$ 60,514	\$ 14,951	\$ 64,195	\$ 128,239	\$ 6,114	\$ 514,598	\$ 1,021,240	\$ 506,642				
Road & Bldg Pct. 1	274,090	130,503	95,194	107,080	98,882	174,557	205,177	1,085,483	1,644,279	558,796				
Road & Bldg Pct. 2	323,233	149,185	135,180	115,352	104,177	105,818	303,254	1,236,199	1,860,203	624,004				
Road & Bldg Pct. 3	297,435	135,798	99,691	101,720	103,630	94,210	147,383	979,867	1,751,562	771,695				
Road & Bldg Pct. 4	354,852	162,738	113,309	254,572	116,851	191,736	313,903	1,507,961	2,269,214	761,253				
Engineering	217,954	102,654	69,748	71,199	70,799	71,592	5,058	609,004	985,864	376,860				
Parks & Recreation	21,909	7,539	6,162	6,861	4,263	10,371	5,893	62,998	190,032	127,034				
Tax Assessor/Coll.	838,922	386,884	276,481	269,910	260,771	264,769	10,227	2,307,964	3,668,340	1,360,376				
Human Resources	90,452	37,888	27,811	29,704	32,351	28,960	1,778	248,944	430,962	182,018				
County Auditor	342,544	150,323	101,698	102,763	103,435	101,807	764	903,334	1,421,573	518,239				
County Clerk	489,647	218,920	155,747	162,237	206,680	157,390	17,286	1,407,907	2,217,027	809,120				
County Judge	199,580	86,879	65,316	71,893	63,865	60,181	305	548,019	894,428	346,409				
Risk Management	54,645	25,011	16,654	17,918	17,271	17,002	30	148,531	240,745	92,214				
County Treasurer	82,317	41,751	27,609	28,619	27,632	28,918	871	237,717	378,326	140,609				
Printing Department	27,085	15,427	9,535	11,115	9,299	9,497	7,744	89,702	168,274	78,572				
Purchasing Department	115,898	55,881	34,559	31,461	39,047	36,248	5,451	318,545	547,371	228,826				
General Services	2,432,477	732,166	1,411,995	737,193	455,139	526,840	51,685	6,347,495	9,638,708	3,291,213				
MIS	492,085	187,259	153,438	127,673	191,054	131,308	14,778	1,297,595	2,113,047	815,452				
Voter's Registration	50,959	26,568	11,223	17,155	13,999	16,684	1,035	137,623	226,010	88,387				
Elections	280,400	56,163	33,497	32,434	35,094	100,173	3,703	541,464	815,383	273,919				
District Attorney	1,310,006	652,583	445,782	462,788	463,652	478,037	19,370	3,832,218	6,481,869	2,649,651				
District Clerk	362,815	189,785	137,346	134,895	141,644	133,003	7,753	1,107,241	1,799,632	692,391				
Criminal Dist. Court	289,341	112,202	103,795	93,950	113,729	115,285	852	829,154	1,509,101	679,947				
58th Dist. Court	67,121	29,450	21,528	22,119	21,817	21,784	120	183,939	305,686	121,747				
60th Dist. Court	64,592	31,656	21,284	21,417	21,428	21,436	220	182,033	287,724	105,691				
136th Dist. Court	66,585	34,169	21,872	22,018	22,192	22,216	-	189,052	293,706	104,654				
172nd Dist. Court	65,229	30,306	20,388	20,584	20,571	20,431	-	177,509	295,125	117,616				
252nd Dist. Court	269,111	83,957	80,309	117,426	103,074	86,885	545	741,307	1,158,506	417,199				
279th Dist. Court	91,612	29,597	29,912	37,560	34,104	33,343	325	256,453	387,285	130,832				
317th Dist. Court	182,504	62,167	59,958	72,879	51,777	71,516	406	501,207	764,183	262,976				
J.P. Pct. 1 P1 1	79,539	39,129	26,913	26,597	27,134	26,885	1,021	227,218	355,094	127,076				
J.P. Pct. 1 P1 2	75,598	35,927	23,047	25,430	26,089	26,337	46	212,474	349,550	137,076				
J.P. Pct. 2	65,797	32,116	21,402	22,350	22,276	21,606	813	186,360	330,558	144,198				
J.P. Pct. 4	76,375	39,276	24,954	27,844	24,717	25,385	36	218,587	355,319	136,732				
J.P. Pct. 6	80,638	39,150	26,878	27,605	25,426	25,621	407	225,725	364,634	138,909				
J.P. Pct. 7	70,419	35,320	24,863	27,972	23,822	23,926	1,356	207,678	362,270	154,592				
J.P. Pct. 8	79,569	40,232	26,550	22,862	21,727	21,498	380	212,818	364,959	152,141				
Cnty. Court at Law 1	105,514	52,205	34,507	35,643	35,430	34,794	-	298,093	474,535	176,442				
Cnty. Court at Law 2	143,648	68,491	48,864	48,036	51,606	35,126	1,005	396,776	653,755	256,979				
Cnty. Court at Law 3	148,871	70,198	47,418	44,595	44,099	45,906	77	401,164	635,528	234,364				
Court Master	84,014	40,239	36,950	26,534	29,115	45,009	228	262,089	494,103	232,014				

Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending May 31, 2015

	October 2014												Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	Encumbrances	Cumulative Total		Budget	Balance			
Dispute Resolution	\$ 46,696	\$ 25,563	\$ 15,611	\$ 15,980	\$ 15,445	\$ 16,561	\$ 651	\$ 136,507	\$ 254,682	\$ 118,175				
Alternative School	84,002	40,684	28,019	28,942	30,340	29,247	474	241,708	361,977	140,269				
Comm. Supervision	1,994	1,823	450	983	741	136	-	6,127	14,728	8,601				
Sheriff's Dept.	2,984,136	1,384,607	946,011	946,123	969,844	951,690	125,233	8,307,644	13,196,368	4,888,724				
Crime Lab	372,327	126,309	99,581	92,095	89,135	92,723	44,193	916,363	1,469,693	553,330				
Jail	5,986,058	2,679,971	2,017,269	2,594,066	1,859,403	1,959,591	260,972	17,357,330	27,520,354	10,163,024				
Juvenile Probation	286,821	143,413	96,631	146,442	96,016	96,673	735	866,731	1,602,440	735,709				
Juvenile Detention	383,506	187,433	130,343	138,804	134,362	140,209	57,604	1,172,261	2,042,112	869,851				
Constable Pct. 1	193,751	77,872	51,915	58,255	51,646	77,620	5,073	516,132	810,851	294,719				
Constable Pct. 2	125,394	45,884	51,113	32,670	30,913	31,060	988	318,022	464,729	146,707				
Constable Pct. 4	93,718	41,548	29,048	30,309	29,639	30,748	-	255,010	426,867	171,857				
Constable Pct. 6	120,318	59,721	41,990	46,927	52,892	41,470	2,702	366,020	569,176	203,156				
Constable Pct. 7	121,294	45,576	31,533	31,004	32,146	31,414	394	293,361	455,985	162,624				
Constable Pct. 8	120,690	48,348	30,730	33,362	31,335	31,973	347	296,785	453,508	156,723				
County Morgue	117,235	75,147	80,465	64,594	61,094	9,760	8,139	416,434	760,000	343,566				
Agriculture Ext.	87,957	42,156	28,353	30,463	28,903	28,980	1,013	247,825	404,159	156,334				
Public Health # 1	272,216	116,607	81,171	87,215	89,564	81,380	31,611	759,764	1,313,355	553,591				
Public Health # 2	267,796	119,245	80,648	88,772	83,308	75,196	30,820	745,785	1,261,331	515,546				
Nurse Practitioner	61,786	30,772	21,604	23,247	21,006	20,012	7,569	185,996	299,070	113,074				
Child Welfare	31,413	6,009	11,278	7,659	6,593	5,628	-	68,580	153,900	85,320				
Env. Control	81,219	63,981	27,245	35,770	29,632	27,150	399	265,396	408,121	142,725				
Ind. Medical Svcs.	2,107,352	120,331	107,125	135,158	75,773	111,528	268,046	2,925,313	4,900,891	1,975,578				
Emergency Mgmt.	48,124	25,061	16,824	16,824	16,825	16,822	-	140,480	224,688	84,208				
Beaumont Maintenance	451,065	130,599	186,427	246,919	172,535	259,876	232,333	1,679,754	2,769,117	1,089,363				
Port Arthur Maint.	138,033	73,348	47,436	53,861	82,842	44,329	17,699	457,548	760,446	302,898				
Mid-County Maint.	31,321	15,771	14,210	14,305	13,558	14,812	15,846	119,823	232,228	112,405				
Service Center	186,066	126,238	50,644	88,399	77,525	70,646	167,533	767,051	1,307,879	540,828				
Veteran Service	63,424	30,675	20,621	22,164	22,177	21,755	-	180,816	282,537	101,721				
Mosquito Control	606,720	114,759	105,111	119,913	90,555	114,014	258,838	1,409,910	2,189,276	779,366				
Tobacco Settlement	50,000	-	-	-	-	-	-	50,000	50,000	-				
Debt Service Funds	-	848,222	-	-	500	500	-	849,222	6,123,644	5,274,422				
Contingency	-	-	-	-	-	-	-	-	104,234	104,234				
<b>Total</b>	<b>\$ 26,472,428</b>	<b>\$ 11,361,336</b>	<b>\$ 8,639,287</b>	<b>\$ 8,884,139</b>	<b>\$ 7,640,110</b>	<b>\$ 8,025,832</b>	<b>\$ 2,676,611</b>	<b>\$ 73,699,743</b>	<b>\$ 123,714,056</b>	<b>\$ 50,014,313</b>				

Jefferson County, Texas  
Statement of Bonded Indebtedness  
For The Month Ending May 31, 2015

Issue	Beginning Amount Outstanding	2014-2015 Requirements			2014-2045 Payments			Ending Amount Outstanding	
		Principal	Interest	Fees	Total	Principal	Interest		Fees
2011 Refunding Bonds	3,350,000	1,085,000	100,500	4,000	1,189,500	-	50,250	1,700	51,950
2012 Refunding Bonds	40,660,000	3,070,000	1,576,800	4,000	4,650,800	-	788,400	1,700	790,100
2013 Refunding Bonds	1,070,000	265,000	14,344	4,000	283,344	-	7,172	-	7,172
	<u>\$ 45,080,000</u>	<u>\$ 4,420,000</u>	<u>\$ 1,691,644</u>	<u>\$ 12,000</u>	<u>\$ 6,123,644</u>	<u>\$ -</u>	<u>\$ 845,822</u>	<u>\$ 3,400</u>	<u>\$ 849,222</u>

Jefferson County, Texas  
Statement of Transfers In and Out

Fund	Transfers In	Transfers Out
120    General Fund	-	1,029,845 (a)
311    Capital Projects Fund	15,000 (a)	-
550    SETEC Fund	1,014,845 (a)	-
865    Marine Division	-	1,673 (a)
875    2013 Port Security Grant	1,673 (a)	-
	<u>\$1,031,518</u>	<u>\$1,031,518</u>

(a) Budgeted Transfer

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	323.09	409303	323.09**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	4,466.41	409212	
BASE SEAL	8,937.50	409216	
CARQUEST AUTO PARTS # 96	566.19	409220	
M&D SUPPLY	153.31	409263	
MUNRO'S	34.00	409268	
SOUTHEAST TEXAS WATER	30.00	409288	
TRI-CON, INC.	5,188.02	409302	
VULCAN MATERIALS CO.	7,794.80	409305	
ROLLINS TRUCK & TRAILER REPAIR	945.00	409317	
SOUTHERN TIRE MART, LLC	27.50	409318	
ACORN STEEL	38.00	409322	
UNITED STATES POSTAL SERVICE	10.61	409337	
HERRERA'S EMERGENCY LIGHTING	47.00	409347	
PAUL TRUAX	10.50	409360	
MARTIN PRODUCT SALES LLC	312.00	409362	
ASCO	1,078.73	409408	
PETROLEUM MATERIALS LLC	73.00	409425	
SHOPPA'S FARM SUPPLY	170.21	409429	29,882.78**
ROAD & BRIDGE PCT.#2			
ENTERGY	87.32	409246	87.32**
ROAD & BRIDGE PCT. # 3			
HILO / O'REILLY AUTO PARTS	165.97	409204	
ADAMS BACKHOE SERVICE	97.50	409206	
APAC, INC. - TROTTI & THOMSOM	8,814.84	409212	
BEAUMONT TRACTOR COMPANY	198.16	409218	
FARM & HOME SUPPLY	45.93	409236	
ENTERGY	326.52	409246	
MUNRO'S	34.13	409268	
OFFICE DEPOT	93.17	409273	
AT&T	70.36	409290	
TIME WARNER COMMUNICATIONS	168.18	409297	
TRI-CON, INC.	1,663.35	409302	
W. JEFFERSON COUNTY M.W.D.	31.76	409308	
STRATTON INC.	98.52	409309	
HOWARD'S AUTO SUPPLY	76.53	409325	
WESTEND HARDWARD CO	25.29	409339	
LOWE'S HOME CENTERS, INC.	75.33	409340	
TEXAS GAS SERVICE	149.00	409344	
MARTIN PRODUCT SALES LLC	338.00	409362	
KNIFE RIVER	2,759.33	409367	15,231.87**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	147.93	409203	
APAC, INC. - TROTTI & THOMSOM	4,840.45	409212	
ART SIGNS & DECALS	28.00	409213	
COTTON CARGO	192.00	409227	
RB EVERETT & COMPANY, INC.	3,242.50	409235	
W.W. GRAINGER, INC.	249.99	409244	
ENTERGY	1,201.94	409246	
CASH ADVANCE ACCOUNT	100.00	409257	
KAY ELECTRONICS, INC.	139.35	409261	
3M	185.04	409262	
M&D SUPPLY	74.94	409263	
MUNRO'S	67.20	409268	
PHILPOTT MOTORS, INC.	313.64	409276	
TRI-CON, INC.	4,531.96	409302	
ACORN STEEL	62.00	409322	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	409338	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	2,820.48	409346	
MARTIN PRODUCT SALES LLC	13,654.07	409362	
KNIFE RIVER	266.70	409367	
PCM-G	1,095.00	409378	

NAME	AMOUNT	CHECK NO.	TOTAL
INTERSTATE ALL BATTERY CENTER - BMT	95.90	409379	
ASCO	234.32	409408	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	646.33	409419	
GCR TIRES & SERVICE	755.48	409426	
MARTIN MARIEETA MATERIALS	872.04	409441	
			36,145.46**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	.42	409337	
			.42**
PARKS & RECREATION			
A&A EQUIPMENT	3,900.00	409200	
ADAMS BACKHOE SERVICE	868.00	409206	
APAC, INC. - TROTTI & THOMSOM	8,510.20	409212	
ENTERGY	309.55	409246	
ISI COMMERCIAL REFRIGERATION	2,390.56	409253	
M&D SUPPLY	142.99	409263	
W. JEFFERSON COUNTY M.W.D.	52.26	409308	
WHOLESALE ELECTRIC SUPPLY CO.	189.77	409311	
DRAGO SUPPLY	508.16	409387	
BK INDUSTRIAL SOLUTIONS LLC	38.00	409436	
			16,909.49**
GENERAL FUND			
JEFFERSON CTY. CLERK	1,300.00	409205	
CASH ADVANCE ACCOUNT	226.00	409257	
TOTAL PETROCHEMICALS USA INC	895,389.00	409396	
			896,915.00*
TAX OFFICE			
OFFICE DEPOT	1,846.53	409273	
PITNEY BOWES, INC.	21.00	409278	
ACE IMAGEWEAR	21.01	409286	
TERRY WUENSCHERL	406.52	409323	
UNITED STATES POSTAL SERVICE	933.08	409337	
CINDY SAVANT	138.00	409351	
ROCHESTER ARMORED CAR CO INC	352.00	409391	
ALLISON GETZ	451.98	409437	
			4,170.12*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	25.00	409217	
UNITED STATES POSTAL SERVICE	2.15	409337	
			27.15*
AUDITOR'S OFFICE			
OFFICE DEPOT	374.35	409273	
UNITED STATES POSTAL SERVICE	2.91	409337	
			377.26*
COUNTY CLERK			
OFFICE DEPOT	300.57	409273	
TEXAS CORRECTIONAL INDUSTRIES	2,380.00	409299	
UNITED STATES POSTAL SERVICE	298.57	409337	
MANATRON	1,100.00	409368	
			4,079.14*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	1,194.00	409228	
JAN GIROUARD & ASSOCIATES	200.00	409243	
UNITED STATES POSTAL SERVICE	6.65	409337	
WILLIAM FORD DISHMAN	200.00	409416	
			1,600.65*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.66	409337	
			3.66*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	92.04	409337	

NAME	AMOUNT	CHECK NO.	TOTAL
SHI GOVERNMENT SOLUTIONS, INC.	328.20	409338	420.24*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	995.82	409274	
CIT TECHNOLOGY FINANCING SERVICE	499.00	409373	
COASTAL BUSINESS SUPPLIES INC	191.95	409376	1,686.77*
PURCHASING DEPARTMENT			
OFFICE DEPOT	102.15	409273	
UNITED STATES POSTAL SERVICE	5.09	409337	
PCM-G	296.02	409378	403.26*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	245.00	409257	
OLMSTED-KIRK PAPER	1,730.50	409274	
TIME WARNER COMMUNICATIONS	2,447.01	409295	
DYNAMEX INC	211.32	409417	
ANTHONY ICENOGL	426.25	409422	
SPOK INC	3.00	409427	5,063.08*
DATA PROCESSING			
GUARDIAN FORCE	36.00	409207	
OFFICE DEPOT	291.03	409273	
CDW COMPUTER CENTERS, INC.	9,939.90	409329	
SHI GOVERNMENT SOLUTIONS, INC.	726.00	409338	
GLOBAL KNOWLEDGE TRAINING LLC	1,198.00	409369	
MORSE COMMUNICATIONS INC	3,255.00	409374	
TIGER DIRECT.COM	801.35	409377	
PCM-G	2,400.00	409378	
TESTOUT CORPORATION	1,390.00	409380	
SPOK INC	12.06	409427	20,049.34*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	236.75	409337	236.75*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	329.98	409273	
SECRETARY OF STATE - ELECTIONS DIV.	1,050.00	409285	1,379.98*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	814.40	409219	
DALLAS CHILDRENS ADVOCACY CENTER	490.00	409231	
JEFFERSON CTY. BAR ASSOCIATION	20.00	409255	
CASH ADVANCE ACCOUNT	488.45	409257	
JOHN NELSON	844.67	409269	
OFFICE DEPOT	673.75	409273	
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	409298	
UNITED STATES POSTAL SERVICE	384.15	409337	
MCM ELEGANTE HOTEL	195.50	409358	
THOMSON REUTERS-WEST	188.74	409410	
REPUBLIC SERVICES INC	87.00	409440	4,246.66*
DISTRICT CLERK			
COUNTY & DISTRICT CLERK ASSN. OF TX	175.00	409229	
UNITED STATES POSTAL SERVICE	283.54	409337	
SHI GOVERNMENT SOLUTIONS, INC.	8,378.20	409338	8,836.74*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,190.00	409245	
KEVIN S. LAINE	675.00	409321	
UNITED STATES POSTAL SERVICE	.83	409337	
JOHN STEVENS JR	722.86	409365	
EDWARD TANNER	1,562.52	409406	4,151.21*
58TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	1,078.03	409257	
UNITED STATES POSTAL SERVICE	4.78	409337	
136TH DISTRICT COURT			1,082.81*
BAR ASSN. 5TH FEDERAL CIRCUIT	95.00	409214	
UNITED STATES POSTAL SERVICE	4.58	409337	
252ND DISTRICT COURT			99.58*
JIMMY D. HAMM	4,305.00	409247	
OFFICE DEPOT	599.88	409273	
UNITED STATES POSTAL SERVICE	46.72	409337	
KIMBERLY R. BROUSSARD	2,725.70	409375	
279TH DISTRICT COURT			7,677.30*
TERRENCE HOLMES	75.00	409250	
MARVA PROVO	3,000.00	409280	
TEXAS ASSN. FOR COURT ADMINISTRATIO	400.00	409293	
BRACK JONES JR.	325.00	409319	
KEVIN S. LAINE	325.00	409321	
CHARLES ROJAS	450.00	409330	
KIMBERLY PHELAN, P.C.	150.00	409359	
JONATHAN L. STOVALL	75.00	409392	
TARA SHELANDER	2,118.75	409424	
317TH DISTRICT COURT			6,918.75*
CASH ADVANCE ACCOUNT	555.05	409257	
JUSTICE COURT-PCT 1 PL 1			555.05*
CURTIS 1000, INC.	370.42	409230	
UNITED STATES POSTAL SERVICE	92.07	409337	
JUSTICE COURT-PCT 1 PL 2			462.49*
UNITED STATES POSTAL SERVICE	.42	409337	
JUSTICE COURT-PCT 6			.42*
UNITED STATES POSTAL SERVICE	42.45	409337	
JUSTICE COURT-PCT 7			42.45*
OFFICE DEPOT	135.00	409273	
AT&T	29.81	409290	
COUNTY COURT AT LAW NO. 2			164.81*
CASH ADVANCE ACCOUNT	1,254.61	409257	
UNITED STATES POSTAL SERVICE	25.79	409337	
LAURIE PEROZZO	300.00	409382	
SEAN VILLERY-SAMUEL	250.00	409384	
COUNTY COURT AT LAW NO. 3			1,830.40*
GAYLYN COOPER	250.00	409208	
CASH ADVANCE ACCOUNT	1,077.41	409257	
UNITED STATES POSTAL SERVICE	44.74	409337	
COURT MASTER			1,372.15*
LEONARD J. GIBLIN, JR.	2,800.00	409241	
JUDGE LARRY GIST	4,388.86	409242	
HAROLD PLESSALA	2,900.00	409279	
UNITED STATES POSTAL SERVICE	.83	409337	
MEDIATION CENTER			10,089.69*
OFFICE DEPOT	119.39	409273	
UNITED STATES POSTAL SERVICE	5.82	409337	
SHERIFF'S DEPARTMENT			125.21*

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	51.50	409223	
FED EX	79.69	409238	
JEPPESEN & SANDERSON	91.47	409258	
AT&T	290.35	409290	
TIME WARNER COMMUNICATIONS	603.60	409294	
TEXAS DEPT OF LICENSING &	800.00	409300	
WASTE MGT. GOLDEN TRIANGLE, INC.	74.65	409306	
KEESHA GUILLORY	300.00	409324	
UNITED STATES POSTAL SERVICE	1,469.77	409337	
FIVE STAR FEED	115.98	409348	
CODE BLUE	150.00	409354	
TIME WARNER CABLE BUSINESS CLASS	603.60	409363	
ERIN TECHNOLOGY LLC	408.00	409398	
RITA HURT	275.00	409399	
GOLD COAST ARMORY LLC	32,850.21	409431	
TRANSUNION RISK AND ALTERNATIVE	475.00	409433	
HIGGINBOTHAM INSURANCE AGENCY INC	200.00	409434	
			38,838.82*
CRIME LABORATORY			
FED EX	81.64	409238	
FISHER SCIENTIFIC	227.88	409239	
HENRY SCHEIN, INC.	183.27	409283	
ULINE SHIPPING SUPPLY SPECIALI	63.24	409304	
ASCLD / LAB, INC.	250.00	409327	
VERIZON WIRELESS	151.96	409335	
CAYMAN CHEMICAL COMPANY	102.00	409385	
JULIE HANNON	36.00	409411	
ALL BUSINESS MACHINES INC	100.24	409432	
			1,196.23*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	10.92	409201	
JONES-ZYLON CO.	742.08	409209	
BOB BARKER CO., INC.	269.70	409215	
CITY OF BEAUMONT - WATER DEPT.	8.00	409222	
COASTAL WELDING SUPPLY	52.55	409225	
COBURN'S, BEAUMONT BOWIE (1)	84.87	409226	
ECOLAB	399.90	409233	
W.W. GRAINGER, INC.	418.32	409244	
HERNANDEZ OFFICE SUPPLY, INC.	1,063.23	409249	
JOHNSON SUPPLY	309.90	409260	
M&D SUPPLY	225.66	409263	
MOORE SUPPLY, INC.	12.60	409267	
OFFICE DEPOT	881.70	409273	
SANITARY SUPPLY, INC.	3,451.10	409282	
SCOOTER'S LAWNMOWERS	39.09	409284	
SUTHERLAND LUMBER CO.	28.99	409291	
WASTE MGT. GOLDEN TRIANGLE, INC.	4,068.95	409306	
WESCO DISTRIBUTION, INC.	111.26	409307	
WHOLESALE ELECTRIC SUPPLY CO.	191.77	409311	
WILLBANKS & ASSOCIATES	768.34	409312	
WORTH HYDROCHEM	327.00	409313	
LOWE'S HOME CENTERS, INC.	51.90	409340	
LONE STAR UNIFORMS, INC.	1,882.35	409342	
CHARMTEX INC.	1,747.50	409349	
BAKER DISTRIBUTING COMPANY	2,116.29	409350	
INTERCONTINENTAL JET CORP	57.91	409356	
AIRGAS SOUTHWEST	618.30	409370	
TABB TEXTILE COMPANY, INC.	2,366.40	409372	
WORLD FUEL SERVICES	329.42	409383	
FIVE STAR CORRECTIONAL SERVICE	34,704.85	409388	
LIQUID CAPITAL EXCHANGE INC	886.33	409394	
INDUSTRIAL & COMMERCIAL MECHANICAL	5,382.00	409404	
TROOP INDUSTRIAL	101.00	409405	
MATERA PAPER COMPANY INC	7,782.05	409409	
THOMSON REUTERS-WEST	4,909.53	409410	
KROPP HOLDINGS INC	392.51	409412	
SHARE CORPORATION	2,494.25	409415	
24 HR SAFETY LLC	55.00	409421	
			79,343.52*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
G. FRAN HUDGINS	2,270.00	409251	
LARONDA TURNER	114.43	409275	
UNITED STATES POSTAL SERVICE	14.08	409337	
SHARON STREETMAN	46.00	409361	
SPOK INC	48.24	409427	2,492.75*
JUVENILE DETENTION HOME			
JOHN C. WHITE, D.D.S.	50.00	409310	
OAK FARM DAIRY	316.04	409320	
CUMMINS SOUTHERN PLAINS	1,527.00	409328	
FLOWERS FOODS	88.80	409352	
BEN E KEITH FOODS	2,621.86	409353	4,603.70*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	46.86	409337	46.86*
CONSTABLE-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	150.00	409289	150.00*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	1,734.80	409257	
OFFICE DEPOT	20.97	409273	
UNITED STATES POSTAL SERVICE	11.96	409337	1,767.73*
COUNTY MORGUE			
SALAM INTERNATIONAL	317.14	409331	
FMMS HOLDINGS OF TEXAS LLC	112,200.00	409402	
AIRFLOW SYSTEMS SOUTHWEST	1,146.11	409443	113,663.25*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	14.48	409273	
EMILEE BEAN	208.00	409413	
TEXAS A&M AGRILIFE EXTENSION SERVIC	100.00	409446	322.48*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	6,400.75	409224	
MERCY FUNERAL HOME	1,500.00	409265	
OFFICE DEPOT	366.00	409273	
PHYSICIAN SALES & SERVICE, INC.	342.52	409277	
UNITED STATES POSTAL SERVICE	111.39	409337	
PROCTOR'S MORTUARY INC	1,500.00	409386	
SPOK INC	22.85	409427	10,243.51*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	409240	
MOODY-HARRIS FUNERAL HOME	1,500.00	409266	
PHYSICIAN SALES & SERVICE, INC.	1,750.39	409277	
AT&T	29.81	409290	
VICKIE MCINTYRE	198.95	409315	
MELANCON'S FUNERAL HOME	1,500.00	409393	
SPOK INC	7.70	409427	6,486.85*
CHILD WELFARE UNIT			
TARGET STORES DIVISION	4,130.70	409332	
LONDYN GRIFFIN PAYEE	30.00	409420	
AALIYAH J EMERSON	20.00	409438	
CORBIN HALL FC	30.00	409442	4,210.70*
INDIGENT MEDICAL SERVICES			
R.R. DONNELLEY RECEIVABLES, INC.	539.78	409210	539.78*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
CINTAS, INC.	293.01	409221	
CITY OF BEAUMONT - WATER DEPT.	260.21	409222	
ENTERGY	1,038.99	409246	
M&D SUPPLY	100.89	409263	
MCCOWN PAINT & SUPPLY OF TEXAS	199.07	409264	
AT&T	213.68	409290	
UNITED STATES POSTAL SERVICE	.49	409337	
AT&T GLOBAL SERVICES	525.00	409345	2,631.34*
MAINTENANCE-PORT ARTHUR			
A&B OUTDOOR EQUIPMENT	119.20	409202	
GUARDIAN FORCE	108.00	409207	
DRAGO HARDWARE CO.	12.73	409232	
HARBOR FREIGHT TOOLS	351.89	409248	
NOACK LOCKSMITH	4.50	409270	
SANITARY SUPPLY, INC.	408.47	409282	
AT&T	1,281.59	409290	
LOWE'S HOME CENTERS, INC.	48.21	409340	
DRAGO SUPPLY	93.96	409387	
PARKER LUMBER	161.04	409389	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	409414	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	35.90	409435	5,150.09*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	115.98	409223	
ENTERGY	445.32	409246	
W. JEFFERSON COUNTY M.W.D.	46.59	409308	607.89*
SERVICE CENTER			
INTERSTATE BATTERIES OF BEAUMONT/PA	350.85	409252	
J.K. CHEVROLET CO.	54.78	409254	
NOACK LOCKSMITH	25.00	409270	
PHILPOTT MOTORS, INC.	271.31	409276	
TRI-CON, INC.	9,091.41	409302	
JEFFERSON CTY. TAX OFFICE	7.50	409333	
JEFFERSON CTY. TAX OFFICE	7.50	409334	
BUMPER TO BUMPER	53.00	409355	
MIGHTY OF SOUTHEAST TEXAS	38.15	409395	
EASTEX PRESSURE WASHERS	363.00	409401	10,262.50*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	5.58	409337	
HILARY GUEST	247.88	409343	253.46*
			1,266,879.58**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	21.89	409211	
CITY OF NEDERLAND	67.94	409223	
MUNRO'S	109.15	409268	198.98**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	169.85	409257	169.85**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	934.63	409341	
THOMSON REUTERS-WEST	576.44	409410	1,511.07**
GRT N MENTAL HEALTH SVCS			
JULIA AYALA	136.85	409445	136.85**
JUVENILE TJPC-A-2014-123			
SPOK INC	19.76	409427	19.76**
IV-E FOSTER CARE			

NAME	AMOUNT	CHECK NO.	TOTAL
SILSBEE FORD INC	26,020.07	409418	26,020.07**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	128.73	409337	128.73**
JEFF. CO. WOMEN'S CENTER			
ECOLAB	300.16	409233	
FAST SIGNS, INC.	259.50	409237	
M&D SUPPLY	27.35	409263	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	10.00	409287	
SYSCO FOOD SERVICES, INC.	605.50	409292	
BEN E KEITH FOODS	754.59	409353	
ROCHESTER ARMORED CAR CO INC	114.75	409391	
MATERA PAPER COMPANY INC	116.13	409409	
WASTEWATER TRANSPORT SERVICES LLC	248.00	409423	
SPOK INC	16.41	409427	2,452.39**
SHERIFF DEPT GRANTS			
CASH ADVANCE ACCOUNT	330.00	409257	330.00**
COUNTY CLERK - RECORD MGT			
AT&T	111.14	409290	
TEXAS CORRECTIONAL INDUSTRIES	8,216.00	409299	
MANATRON	10,808.61	409368	19,135.75**
COUNTY CLK RECORDS ARCHIV			
MANATRON	4,980.52	409368	4,980.52**
COUNTY RECORDS MANAGEMENT			
RAMONA HUTCHINSON	73.78	409400	73.78**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	189.35	409257	
CLASSEN BUCK SEMINAR INC	77.00	409316	266.35**
HOTEL OCCUPANCY TAX FUND			
ELLIS POTTERY	66.00	409234	
JOHNSEN'S WHOLESALE FLORIST, INC.	33.30	409259	
MUNRO'S	111.92	409268	
TIME WARNER COMMUNICATIONS	110.72	409296	
TRI-CITY COFFEE SERVICE	85.00	409303	
AERIAL ACCESS EQUIPMENT	1,588.00	409364	
LA RUE ROUGEAU	106.38	409366	
JESSIE DAVIS	54.63	409371	
COUNTY HOME AND RANCH LP	72.69	409397	
MATERA PAPER COMPANY INC	1,036.80	409409	3,265.44**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	3,705.00	409403	3,705.00**
CAPITAL PROJECTS FUND			
TEXAS GENERAL LAND OFFICE	43,132.13	409301	
SHEPLEY BULFINCH	21,450.08	409439	
COLIN'S KITCHEN LLC	130.30	409444	64,712.51**
AIRPORT FUND			
CITY OF NEDERLAND	436.59	409223	
OFFICE DEPOT	354.62	409273	
SANITARY SUPPLY, INC.	215.90	409282	
BUBBA'S AIR CONDITIONING	75.00	409314	
UNITED STATES POSTAL SERVICE	.49	409337	
UNIFIRST HOLDINGS INC	97.70	409381	

NAME	AMOUNT	CHECK NO.	TOTAL
INDUSTRIAL DISPOSAL SUPPLY CO	274.05	409390	
CRAWFORD ELECTRIC SUPPLY COMPANY	75.18	409407	
EASTERN AVIATION FUELS INC	17,093.88	409428	
ERLING SALES & SERVICE	1,145.00	409430	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	557.60	409435	
			20,326.01**
AIRPORT IMPROVE. GRANTS			
APAC, INC. - TROTTI & THOMSOM	42,957.62	409212	
			42,957.62**
SE TX EMP. BENEFIT POOL			
UNITED STATES TREASURY	5,033.60	409326	
			5,033.60**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	22,597.64	409357	
			22,597.64**
SHERIFF'S FORFEITURE FUND			
COTTON CARGO	393.60	409227	
RITTER @ HOME	50.43	409281	
INTERSTATE ALL BATTERY CENTER - BMT	461.76	409379	
			905.79**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,202.00	409167	
CLEAT	306.00	409168	
JEFFERSON CTY. TREASURER	18,347.18	409169	
RON STADTMUELLER - CHAPTER 13	1,465.00	409170	
INTERNAL REVENUE SERVICE	300.00	409171	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,100.00	409172	
JEFFERSON CTY. COMMUNITY SUP.	10,274.13	409173	
JEFFERSON CTY. TREASURER - HEALTH	429,229.69	409174	
JEFFERSON CTY. TREASURER - GENERAL	60.00	409175	
JEFFERSON CTY. TREASURER - PAYROLL	1,624,074.49	409176	
JEFFERSON CTY. TREASURER - PAYROLL	640,588.56	409177	
JEFFERSON CTY. TREASURER	110.61	409178	
MONY/MLOA	231.74	409179	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,136.58	409180	
UNITED WAY OF BEAUMONT& N JEFFERSON	54.77	409181	
JEFFERSON CTY. TREASURER - TCDRS	614,913.12	409182	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,831.65	409183	
JEFFERSON COUNTY TREASURER	2,728.01	409184	
JEFFERSON COUNTY - TREASURER -	6,054.31	409185	
NECHES FEDERAL CREDIT UNION	60,226.71	409186	
JEFFERSON COUNTY - NATIONWIDE	51,769.04	409187	
TENNESSEE CHILD SUPPORT	115.38	409188	
SBA - U S DEPARTMENT OF TREASURY	168.49	409189	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	409190	
ECMC	2.50	409191	
WILLIAM E HEITKAMP	720.72	409192	
JOHN TALTON	2,367.69	409193	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	409194	
COLLEGE ASIST	126.53	409195	
JEFFERSON CTY. TREASURER - PAYROLL	11,625.37	409196	
JEFFERSON CTY. TREASURER - PAYROLL	2,019.26	409197	
JEFFERSON CTY. TREASURER - PAYROLL	1,005.36	409198	
JEFFERSON CTY. TREASURER - PAYROLL	286.44	409199	
			3,501,608.41**
ASAP - CONSTABLE PCT 8			
CASH ADVANCE ACCOUNT	5,894.37	409257	
			5,894.37**
			5,091,890.50***

**AGENDA ITEM****July 6, 2015**

Consider, possibly approve and authorize the County Judge to execute an ASP Sublicense Agreement between Jefferson County, Texas and Datalogics, Inc. to provide software for a PDF Library ASP. (This is budgeted in the records management fund.)

### ASP SUBLICENSE AGREEMENT

This ASP Sublicense Agreement (“Agreement”) is entered into by and between Datalogics, Inc., an Illinois corporation having a place of business at 101 North Wacker Drive, Suite 1800, Chicago, IL 60606 (“Licensor”) and Jefferson County, a body politic having a principal place of business at 1149 Pearl, Suite 600, Beaumont, TX 77701 (“Sublicensee”), and is effective on \_\_\_\_\_ (“Effective Date”).

**WHEREAS:**

Datalogics has developed certain software for the creation of electronic documents (“Datalogics Software”) and Datalogics has entered into agreements with other third party software vendors which entitle Licensor to sublicense certain rights to use and distribute such third party software as more fully described in this Agreement.

Sublicensee provides an on-line service which includes production of documents in PDF format.

Sublicensee wishes to sublicense from Licensor certain rights to Datalogics Software and any applicable Third Party Licensor Products, as the case may be, to make such software available to Sublicensee’s customers as an integrated part of Sublicensee’s service.

NOW THEREFORE, the parties hereby agree as follows:

**1. Definitions.** The following terms shall have a defined meaning as used in this Agreement

“ASP Use” means any use of the Software where the Software runs on a service provider’s network and its functionality is offered (typically, but not necessarily) through some on-line connection to others. ASP Use applies if the Software is offered either alone or in combination with other applications or services.

“Contract Year” means the twelve month period beginning with the first of the month closest to the Effective Date and each subsequent one year anniversary thereof.

“Datalogics Software” means the software programs developed by Licensor and identified in an Order Summary attached hereto.

“Defect” means a variance in action by the software from the documentation. It is considered a priority one defect if the Sublicensee has no workaround and production is halted. A priority two defect means that a variance exists but a workaround is possible. A priority three defect is a minor issue not interfering with production at the Sublicensee site.

“Development Locations” means the locations where Sublicensee will integrated the Software with a Host Application, as set forth in an Order Summary attached hereto.

“DLE” means the Datalogics Software Enhancements to the Adobe PDF Library, including but not limited to the Datalogics Interface (DLI), Java Native Interface (JNI), .NET interface, graphics filters, memory file system, renamed Libraries, enhanced sample code programs, API extensions, code improvements, performance enhancements and related documentation.

“Documentation” means any copy, version or translation, in whole or in part, of documentation for the Software given to Sublicensee for Sublicensee’s internal use only, whether in printed manual or on-line format.

“End User” means a customer of Sublicensee who uses the Host Application.

“End User Documentation” means documentation written by Sublicensee for users of the Host Applications.

“Host Application” means any Sublicensee application into which the Software is integrated.

“New Release” is a major release of the Software with substantially similar functionality to that described in the Order Summary. New releases generally include enhancements to the Software, as well as repair for high priority (levels one and two) defects.

“PDF” means Portable Document Format, the electronic file format for documents, invented by Adobe Systems Incorporated.

Software” means Datalogics Software and Third Party Licensor Products and any upgrades, modified versions, updates, additions and copies thereof to which Sublicensee is entitled to under this Agreement.

“Third Party Licensor” shall mean each and any of the third party owners and developers of Third Party Licensor Products as identified in the Order Summary and any Third Party Licensor Addendum to this Agreement.

“Third Party Licensor Addendum” means any third party terms attached as Exhibit F to this Agreement.

“Third Party Licensor Products” means the software products as identified and attributable to such Third Party Licensor(s) as set forth more fully in the Order Summary to this Agreement.

“Trademarks” means the trademarks identified with their respective owners in Attachment D - Trademark List.

## 2. Third Party Beneficiary.

(a) Sublicensee is hereby advised that the Third Party Licensors are the owners of certain proprietary information and intellectual property rights included in the Third Party Licensors Products and the Documentation. Consequently, the Third Party Licensors are third party beneficiaries entitled to enforce Licensor’s rights and Sublicensee’s obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for Sublicensee’s breach of such obligations.

(b) Licensor shall be solely responsible to Sublicensee for any warranties, representation, support, training, update and maintenance regarding the Software and documentation and related trademarks in this Agreement and that a Third Party Licensor shall have no such responsibility.

## 3. License Grant and Restrictions.

(a) Grant. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Sublicensee a worldwide, nonexclusive, nontransferable license, during the term of this Agreement, to reproduce and integrate the Software with Sublicensee’s products at the Development Locations and make the Host Application(s) available to End Users. Sublicensee shall also have the right to use the Software for development, maintenance, or support activities conducted by Sublicensee for product training or education and for backup or archival purposes. All use of the Software shall be subject to the terms and condition of this Agreement.

### (b) Restrictions.

(i) Sublicensee may not distribute the Host Application to third parties.

(ii) Sublicensee shall have no right to sublicense any other party to use or reproduce the Software or Documentation.

(iii) Sublicensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sublicense, transfer and advertising of the Software.

(iv) Sublicensee may not use the Software in conjunction with other products or applications that have not been identified in an Order Summary, or for any other purpose not specified herein.

(v) Sublicensee may not grant third parties direct access to the Software via an Internet service or browser plug-in. The Host Application, regardless of delivery mechanism, must provide functionality beyond that of the Software used on a stand-alone basis

(vi) Sublicensee agrees that a Sublicensee Product may not alter, modify, or in any way, change the “Producer” field of the document information of a PDF file.

(vii) Sublicensee agrees it will not use the Software to violate or bypass PDF file security measures which prevent copying or editing the PDF documents.

(c) Restrictions on Decompiling. SUBLICENSEE AGREES NOT TO ALTER, REVERSE ENGINEER, TRANSLATE, DISASSEMBLE, DECOMPILE, OR OTHERWISE ATTEMPT TO DERIVE SOURCE CODE TO THE SOFTWARE IN WHOLE OR IN PART.

(d) Sublicensee agrees to cease using any allegedly infringing version of the Software within ten (10) business days of notification from Licensor and /or the Third Party Licensor. Sublicensee shall commence shipment of a new version designed to avoid such infringement, if any, when commercially practicable.

#### 4. Payment.

(a) **Payment Terms.** Except as described under Payment of Royalties below, all payments due under this Agreement shall be paid in U.S. dollars within 30 days of receipt unless another currency is specified in the Order Summary. Licensor reserves the right to add a late charge not exceeding 1.5% per month, or fraction thereof, for failure to make a payment within thirty (30) days of the due date. Such late charges shall be calculated from the due date to the date the payment is received.

(b) **Disputed Invoices.** If Sublicensee notifies Licensor of a dispute relating to an invoice, in writing to the party identified in the Notices section of this Agreement, both parties agree to work in good faith to resolve the dispute. Late charges will not be assessed on any such disputed invoice. However, Licensor shall not be required to provide any services or to furnish any deliverable during a period of time in which Sublicensee is in default of its payment obligations to Licensor.

#### (c) Payment of License Fees and Support and Maintenance Fees

(i) Software License Fees, and Maintenance and Support Fees will be invoiced upon shipment of Software to Sublicensee. Subsequent year Maintenance and Support Fees will be invoiced on the anniversary date of this Agreement until the Agreement is terminated.

(ii) Sublicensee may integrate the Software with Host Applications only upon payment of related License Fees, and first year Maintenance and Support Fees invoiced upon order.

(d) **Taxes.** Prices and fees for products and services are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax, including interest and penalties, Licensor may be required to collect or pay upon the sale or delivery of items purchased or licensed. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale or services provided from such tax liability, the Sublicensee will pursue and obtain such certificate, document or proceeding. Sublicensee shall not be responsible for taxes imposed on Licensor's net income or measured by such income.

#### 5. Software Updates.

(a) **New Versions of Software.** Datalogics or its Third Party Licensors may, at their sole discretion, modify the Software and/or the Documentation and deliver modified copies to Sublicensee as described in Attachment C - Maintenance and Support. The terms and conditions applicable to updates, modifications or new versions of any Third Party Licensor Products shall be governed by the terms contained in the applicable Third Party Licensor Addendum attached hereto, if any.

#### 6. Sublicensee's Obligations.

(a) Sublicensee shall be responsible for the installation of Software at the Development Locations and the integration of the Software with the Host Applications. On-site installation support is included in neither the License nor Maintenance and Support Fees.

(b) **Proprietary Notices.** To protect copyright and other ownership interests, Sublicensee agrees that as a condition of its rights hereunder, the Host Application(s) shall contain the same proprietary notices that appear on the media and within the code of the Software delivered to Sublicensee hereunder and as otherwise reasonably required by Licensor. Sublicensee agrees that all of its End User Documentation will include all applicable copyright and trademark notices.

(c) **End User Support.** Sublicensee will be responsible for providing support to End Users who utilize the Host Applications. Sublicensee agrees that any information regarding support distributed by Sublicensee will clearly and conspicuously state that End Users should call Sublicensee for technical support for Host Applications.

(d) Third Party Licensors. Sublicensee shall comply with the terms contained in any Third Party Licensor Addendum attached hereto with respect to each applicable Third Party Licensor.

#### 7. Proprietary Rights.

Sublicensee acknowledges that the structure and organization of the Software is proprietary to Licensor or a Third Party Licensor and that the owner retains exclusive ownership of the Software, the Documentation and the Trademarks. Sublicensee will take all reasonable measures to protect Licensor's or the Third Party Licensor's proprietary rights in the Software and Documentation. Except as provided herein, Sublicensee is not granted any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or in any other rights, franchises or licenses with respect to the Software.

#### 8. Trademark Sublicense.

(a) License. Licensor hereby grants to Sublicensee a nonexclusive, nontransferable limited sublicense to use the Trademarks on Host Application website and in Sublicensee's advertising and print materials for the Host Application, provided Sublicensee complies with the terms herein. Sublicensee acknowledges that Sublicensee's use of the Trademarks will not create any right, title or interest in or to the trademark. Sublicensee acknowledges the Trademark Owners' exclusive right to use of the Trademarks and agrees not to do anything to contest or impair such rights. All use of the Trademarks by Sublicensee shall inure to the benefit of the Trademark Owners.

(b) Restriction on Indirect License. Sublicensee agrees that Sublicensee shall have no right to use the Trademarks in those countries listed as restricted in Attachment D - Trademark List or in any Third Party Licensor Addendum and will cease using the Trademarks in any other jurisdiction for which Licensor or any Third Party Licensor provides Sublicensee notice that indirect trademark sublicense is prohibited in such jurisdiction. At Sublicensee's request, Licensor and any Third Party Licensor will offer Sublicensee a direct trademark license for any jurisdiction which prohibits indirect trademark licensing.

(c) Quality Standards. Sublicensee agrees to maintain a high quality standard in integrating the Software with Sublicensee's application and using the Trademarks.

(d) Infringement Proceedings. Sublicensee agrees to notify Licensor of any unauthorized use of the Trademarks by others promptly as it comes to Sublicensee's attention. The applicable Trademark Owner shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Trademarks.

(e) Third Party Licensors. Sublicensee shall comply with the terms contained in any Third Party Licensor Addendum attached hereto with respect to each applicable Third Party Licensor.

#### 9. Term and Termination.

(a) Term. The term of this Agreement shall be three (3) years from the Effective Date, subject to termination in accordance with this section. In subsequent years, the Agreement shall automatically renew for successive one year periods unless otherwise terminated in writing by either party with 60 days or greater notice prior to the end of the Contract Year.

(b) Addition of a Software product, Host Application or Platform. Sublicensee may add a Software product, Host Application or operating system platform to this Agreement by entering into an additional Order Summary covering the expanded scope of use and any additional Software. Fees related shall be determined between the parties as the effective date of an additional Order Summary depending on distribution model and scope of application.

(c) Termination of a Software product, Host Application or Platform. Sublicensee may terminate its right to a Software product, Host Application or a platform identified in an Order Summary to this Agreement, without terminating the entire Agreement, with a minimum 60 days written notice prior to an anniversary date of this Agreement.

(d) Fees due Upon Termination. If Sublicensee provides notice of termination less than sixty (60) days prior to the end of a Contract Year, a termination fee will be due, calculated as the fees listed in any Exhibit A Order Summaries in effect as of the date of the termination prorated for sixty (60) days minus the number of days remaining in the current Contract Year.

(e) With Cause.

(i) Either party may terminate the Agreement upon thirty (30) days written notice of a material breach of this Agreement if such breach is not cured within such thirty (30) day period.

(ii) Notwithstanding the above, Licensor may terminate this Agreement immediately, upon written notice, for material breach of Paragraphs 3(b) (“Restrictions”) and (c) (“Restrictions on Decompiling”), or if Sublicensee shall become insolvent, fails to pay its obligations as they arise or upon any proceeding being commenced by or against Sublicensee under any law providing relief to Sublicensee as debtor.

(f) Rights Upon Termination. Upon expiration or termination of this Agreement:

(i) Sublicensee shall return or destroy all copies of the Software and Documentation and, upon request, certify such destruction;

(ii) In the event of termination for Sublicensee's breach, the payment date of all monies due Licensor shall automatically be accelerated so that they shall become due and payable on the effective date of termination, even if longer terms had been provided previously;

10. Survival.

The following sections will survive after termination of this Agreement: Section 3. (License Grant and Restrictions), Section 6. (Sublicensee's Obligations), Section 7. (Proprietary Rights), Section 12. (Proprietary Rights Indemnity), Section 13. (Limitation of Liability), Section 14. (Consequential Damages Waiver), Section 19. (Miscellaneous.)

11. Warranty.

(A) WARRANTY. LICENSOR WARRANTS THAT THE SOFTWARE, FOR A PERIOD OF THIRTY (30) DAYS AFTER DELIVERY TO SUBLICENSEE (THE “WARRANTY PERIOD”), WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION WHEN USED AS DIRECTED IN SUCH DOCUMENTATION. LICENSOR SHALL PROVIDE A CORRECTION OR WORKAROUND FOR ANY REPRODUCIBLE ERROR IN THE SOFTWARE REPORTED BY SUBLICENSEE DURING THE WARRANTY PERIOD AND DELIVER AN UPDATED VERSION TO SUBLICENSEE. AN “ERROR” SHALL MEAN A DEFECT IN THE SOFTWARE THAT CAUSES THE SOFTWARE NOT TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION.

(B) WARRANTY DISCLAIMER. SUBLICENSEE ACKNOWLEDGES THAT, EXCEPT AS DESCRIBED HEREIN, NEITHER LICENSOR NOR ANY THIRD PARTY LICENSOR MAKES ANY WARRANTY TO SUBLICENSEE, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. IN PARTICULAR, LICENSOR AND ANY THIRD PARTY LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT.

(C) THIRD PARTY LICENSORS DISCLAIMER. SUBLICENSEE ACKNOWLEDGES THAT ITS RIGHTS ARE SUBJECT TO AND GOVERNED BY ANY ADDITIONAL DISCLAIMERS CONTAINED IN ANY THIRD PARTY LICENSOR ADDENDUM ATTACHED HERETO WITH RESPECT TO EACH APPLICABLE THIRD PARTY LICENSOR.

12. Proprietary Rights Indemnity.

Licensor or the Third Party Licensor shall defend any action brought against Sublicensee and agrees to indemnify Sublicensee from any money judgment or costs awarded to the extent such action is based on a claim that any Software provided by Licensor infringes any copyright, trademark, United States patent, or misappropriates the trade secrets of a third party, provided that Sublicensee (i) promptly notifies Licensor in writing of any such claim and permits Licensor control of the defense and all related settlement negotiations, and (ii) provides reasonable cooperation to Licensor, at Licensor's expense, in defending or settling such claim. Should any Software become, or be likely to become in Licensor's opinion, the subject of an infringement claim, Licensor may, at its option: (a) procure for Sublicensee the right to continue to exercise its rights under this Agreement with respect to the Software; or (b) replace or

modify the Software to make it non-infringing; or, if neither of the first two alternatives is practical in Licensor's judgment, (c) promptly refund the license fee paid on a five year use amortization basis.

Licensor shall have no liability for, and Sublicensee shall indemnify and hold Licensor harmless from and against, any claim based upon (i) use of other than an unaltered version of the Software provided to Sublicensee by Licensor; (ii) use, operation, or combination of the Software with programs, data equipment or documentation not furnished or specified by Licensor if such infringement would have been avoided but for such use, operation or combination.

THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR WITH RESPECT TO INFRINGEMENT OF COPYRIGHTS, PATENTS, TRADEMARKS, TRADE SECRETS, OR OTHER INTELLECTUAL PROPERTY CLAIMS.

### 13. Limitation of Liability.

No action, regardless of form may be brought by either party more than two (2) years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 12. (PROPRIETARY RIGHTS INDEMNITY) ABOVE, IN NO EVENT SHALL LICENSOR BE LIABLE TO SUBLICENSEE FOR DAMAGES IN EXCESS OF AMOUNTS ACTUALLY PAID WITH RESPECT TO THE SERVICES AND SOFTWARE TO BE PROVIDED HEREUNDER. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY OR USE OF ANY SOFTWARE, OR WITH THE PERFORMANCE OF ANY AGREEMENT.

### 14. Consequential Damages Waiver.

NEITHER LICENSOR NOR ANY THIRD PARTY LICENSOR WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF LICENSOR OR ANY THIRD PARTY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 15. Confidential Information.

Licensor or Sublicensee ("Disclosing Party") may disclose to the other party ("the Receiving Party") information concerning its inventions, confidential know-how, trade secrets, as may be necessary to further the purposes of this Agreement. Such information shall be deemed "Confidential Information" if, when disclosed in writing, it is labeled as such or, if disclosed orally, it is identified as such and the Receiving Party is given confirming notice of such identification. Confidential information shall not include information which is (i) publicly known at the time of disclosure; (ii) known to the Receiving Party at the time of disclosure; (iii) received by the Receiving Party from a third party without restrictions similar to those contained in this Section; or (iv) independently developed by the Receiving Party without reference to Confidential Information.

Notwithstanding the foregoing, any source code or internal specification documents, or pricing and marketing plans disclosed by either party are hereby designated as Confidential Information, and if disclosed shall be subject to the nondisclosure and non-use provisions of this section regardless of whether or not labeled as Confidential Information. Confidential Information disclosed hereunder shall remain the sole property of the Disclosing Party, and the Receiving Party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement. The Receiving Party agrees to keep all Confidential Information in confidence during this Agreement and for three (3) years after its expiration or termination and, in the case of source code and internal specifications, seven (7) years from their return and certification of destruction of any copies or partial copies made. The Receiving Party shall not make Confidential Information available to any third party except on a need-to-know basis and under appropriate burden of confidentiality. The Receiving Party agrees to use reasonable best efforts and necessary steps that it takes to protect its own valuable and confidential information to ensure the Confidential Information is not disclosed or distributed to its employees or agents in violation of this Section of the Agreement.

16. Non-Exclusivity. This Agreement is nonexclusive and shall not be construed to limit either party's right (i) to enter into similar relationships with third parties directly or indirectly competitive with the other party; (ii) to acquire or independently develop competitive products; or (iii) to deal with any other entities.

17. Assignment. No assignment of this Agreement, whether in whole or part, can be made by either party without the written consent of the other party and any such attempt at assignment shall be void. Such consent shall not be unreasonably withheld.

18. Relationship of the Parties. This Agreement does not constitute and shall not be construed as constituting a partnership, agency, or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever and nothing herein shall give, or is intended to give, any rights of any kind to any third persons. Neither party is relying nor shall rely, on any promises, inducements, representations made by the other party with respect to the subject matter of this Agreement, nor on the expectation of any other business dealings with the other party, now or in the future, except as specifically provided in this Agreement. Except as otherwise specifically provided in this Agreement, each party shall bear its own expenses under this Agreement.

19. Miscellaneous.

(a) Waiver. The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provisions of the waiver of the provision itself.

(b) Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Authorization to Modify. This Agreement and its Attachments can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Sublicensee and Licensor, and any variance from the terms and conditions stated herein in any purchase order or other written notification will be of no effect.

(d) Injunctive Relief. It is expressly agreed that a breach of this Agreement may cause irreparable harm to the Third Party Licensor and Licensor and that a remedy at law may be inadequate. Therefore, in addition to any and all remedies available at law, the Third Party Licensor and Licensor will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the above provisions.

(e) Controlling Law. This Agreement shall be governed in all respect by the laws of the United States of America and the State of Texas. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

(f) Attorneys' Fees. In the event any proceeding or lawsuit is brought by the Third Party Licensor, Licensor or Sublicensee in connection with this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal.

(g) Export Controls. Sublicensees acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Software. Sublicensee agrees that it will not export or re-export the Software, or any portion of the Software in any form, without the appropriate United States and foreign licenses.

20. Force Majeure. Neither party shall be responsible for any delays or failure to perform due to reasons beyond reasonable control. Such reasons including, with limitation, acts of God, failure of suppliers or transportation or any other cause beyond reasonable control.

21. Notices. Any written notice required under this Agreement shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made three (3) days after sent by certified mail addressed to the addressee at his office specified below or in this Agreement. Each party may change an address relating to it by written notice to the other party.

The address of Licensor:

ATTN: VP, Finance and Administration  
101 N. Wacker Drive  
Suite 1800  
Chicago, IL 60606

The address of Sublicensee is:

ATTN: Jeff Ross, Asst. Director MIS  
Jefferson County  
1149 Pearl, Suite 600, Beaumont, TX 77701

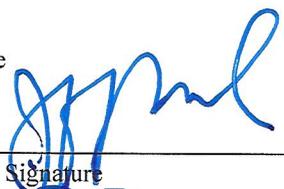
22. Entire Agreement. This Agreement constitutes the entire, final, complete, and exclusive agreement between the parties, and supersedes all previous agreements or representations, written or oral, with respect to the subject matter of this Agreement.

The following Attachments, listed in order of precedence, are part of this Agreement:

- Attachment A - Order Summary
- Attachment B - Royalty Schedule
- Attachment C - Maintenance and Support
- Attachment D - Trademark List
- Attachment E - Third Party Licensor Addendum

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be signed and delivered by their authorized representatives.

Sublicensee



Authorized Signature

JEFF R. BRANICK

Print Name

County Judge

Title

07-06-2015

Date

Licensor

Authorized Signature

Print Name

Title

Date

**ATTACHMENT A -  
ORDER SUMMARY # 1**

Host Application Name: Jefferson County Court Documents Online

Development Locations: 1149 Pearl, Suite 600, Beaumont, TX 77701

Host Application Description: On-line access to court documents on demand from attorneys

Product ID	Software	Platform	License Fee <sup>a</sup>	Annual Maint. and Support <sup>b</sup>
<b>Adobe Products (see additional terms in Attachment E)</b>				
PDF-C10000-WNT	Adobe PDF Library for 1 - 4 Cores for one Production Server.	Windows 32 bit	\$3,750	\$2,500
<b>Datalogics Software<sup>c</sup></b>				
DLE-C10000-WNT	DLE for 1 - 4 Cores for one Production Server.	Windows 32 bit	3,750	2,500
<b>TOTAL</b>			<b>\$7,500</b>	<b>\$5,000</b>

- a. Billing Schedule: 100% upon delivery.
- b. Billing Schedule: Annually in advance beginning on the first of the month closest to the Effective Date.
- c. "DLE" means Datalogics Enhancements to the Adobe PDF Library, including but not limited to the Datalogics Interface (DLI), Java Native Interface (JNI), .NET interface, graphics filters, memory file system, renamed libraries, enhanced sample code programs, API extensions, code improvements, performance enhancements and related documentation.

All amounts are in U.S. dollars.

Sublicensee

Licensors

Authorized Signature

Authorized Signature

Print Name

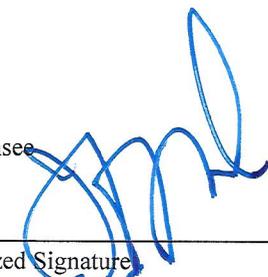
Print Name

Title

Title

Date

Date

  
 \_\_\_\_\_  
 JEFF R. BRANICK  
 \_\_\_\_\_  
 COUNTY JUDGE  
 \_\_\_\_\_  
 7/6/15  
 \_\_\_\_\_

\_\_\_\_\_  
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**ATTACHMENT C -  
SOFTWARE MAINTENANCE AND SUPPORT**

**1. Software Maintenance and Support Services**

Software Maintenance and Support Services must be purchased for all Software that is licensed to Sublicensee as identified on an Order Summary.

Sublicensee will receive all New Releases of the software and documentation updates for the platform on which the Software was licensed while the Software is covered by this Agreement. Sublicensee may download an additional copy of the Software at any time via secure file transfer.

For reporting errors, Sublicensee agrees to provide Licensor with the necessary supporting data to isolate the defect and provide for its repair or work around. The supporting data shall include a description of the problem, identification of the platform and operating system on which the problem occurred, a copy of the input which caused the defect to be discovered. Errors may be reported by electronic mail to the e-mail address specified by Licensor or by calling the Licensor (312) 853-8200 for instructions.

Licensor will make reasonable efforts to issue patch updates to the Software outside the normal release schedule to repair priority one defects in the Software. In the normal course of events, priority two and three defects may be repaired in subsequent releases. Patch updates will only be issued for the current release of the Software.

Sublicensee will receive Software Support Services for the Software for which Licensor will use its best efforts to provide under two-hour telephone response to priority one defects during hot line hours. Hot line hours are non-holiday weekdays from 0800 hours to 1700 hours Central Standard Time. Out of hours requests should be submitted via electronic mail and will be addressed on the next business day.

Sublicensee will be responsible for providing support to End Users who obtain copies of Software in conjunction with Host Product(s). Sublicensee agrees that any information regarding support distributed by Sublicensee will clearly and conspicuously state that End Users should call Sublicensee for technical support for the Host Product.

**2. Certain Responsibilities.** Licensor will only be responsible for maintenance of the Software on older versions of an operating system for a period of six (6) months after the general availability of a new version of that operating system. If at any time Licensor experiences problems with a new operating system release, Licensor will inform Sublicensee of the potential for problems with the latest release so that Sublicensee can defer updating the operating environment until the problems are resolved.

**3. Proprietary Rights.** Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided under this Agreement shall remain proprietary property of Licensor or any applicable Third Party Licensor and shall be subject to the terms of this Agreement.

**ATTACHMENT D -  
TRADEMARK LIST**

1. Trademarks. The following Trademarks are the property of and may be used only with written consent of the respective Trademark Owners listed below.

<u>TRADEMARK</u>	<u>TRADEMARK OWNER</u>
Adobe®	Adobe Systems Incorporated
The Adobe Logo®	Adobe Systems Incorporated
Acrobat® PDF Library™	Adobe Systems Incorporated
“Powered by Adobe PDF Library” logo	Adobe Systems Incorporated
Datalogics®	Datalogics, Inc.
The DL Logo®	Datalogics, Inc.
PDF2IMG™	Datalogics, Inc.
DL Interface™	Datalogics, Inc.

2. Use of Trademarks.

(a) The first use of a trademarks should be followed by the appropriate notification symbol, as indicated above, symbol and the trademark attribution paragraph should read as in the following example:

Adobe, Adobe PDF Library, and the Adobe logo are trademarks of Adobe Systems Incorporated.

(b) Licensee agrees that the Host Application shall contain the same trademark notices that appear on the media and in the Software supplied by Licensor. Furthermore Sublicensee agrees to:

(i) display the acknowledgement of trademark ownership, as set forth in this Attachment and any Appendices, adjacent to each Trademark the first time it is used in the Host Application and on advertisements, brochures, press releases and other appropriate materials used in the promotion, license or use of the Host Application;

(ii) include the Trademarks and all applicable trademark notices the Trademark Owner on advertisements, brochures, press releases, manuals and other appropriate materials used in the promotion, license or use of the Host Products;

(iii) use the Trademarks so that each of such Trademarks creates a separate and distinct impression from any other trademark that may be used or affixed by Sublicensee on any advertising or on the Host Application.

3. Restricted Countries. None.

**ATTACHMENT E -  
THIRD PARTY LICENSOR ADDENDUM**

**Part I - Adobe Products**

If the Order Summary contains Adobe Products, the following additional terms will apply and supersede and control any terms in conflict therewith with respect to Adobe Products.

Adobe Systems Incorporated, a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 ("Adobe") is the owner and developer of Adobe® software products ("Adobe Products"). Adobe and Licensor have entered into an agreement (the "Adobe Enabling Agreement") which entitles Licensor to sublicense certain rights to use and distribute Adobe software.

The term "Third Party Licensor Products" includes Adobe Products and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.

**Termination.** Upon any termination of the Adobe Enabling Agreement, Sublicensee shall have a period of twelve (12) months from the date of termination to cease use of the Adobe Products or enter into a new agreement with Adobe.

**Use of Trademarks.** The trademark license is limited to Adobe trademarks contained in "Adobe Trademark Database for General Distribution" used in accordance with "Guidelines for Third Parties Who Use Adobe Trademarks". located at <http://www.adobe.com/misc/trade.html> and updated periodically.

**Governing Law.** In any dispute in which Adobe is a properly named party, this Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California. The courts of Santa Clara County, California, shall have non-exclusive jurisdiction over all disputes relating to this Agreement in such cases.



2 PGS

2015020379

OATH

Form #2201 Rev. 01/2015

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Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Cory J. H. Crenshaw, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Judge,  
County Court at Law #2  
of Jefferson County, TX

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 6/29/2015

[Signature]  
Signature of Officer

Revised 01/2015



**AGENDA ITEM**

**July 6, 2015**

**Receive, consider, possibly approve and file the Annual Audit Report of Jefferson County ESD No. 4 in accordance with Sec. 775.082, Texas Health & Safety Code.**

**BENCKENSTEIN & OXFORD, L.L.P.**

ATTORNEYS AT LAW  
 3535 CALDER AVENUE, SUITE 300  
 BEAUMONT, TEXAS 77706  
 TELEPHONE: (409) 833-9182  
 TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

June 30, 2015

**Via Hand Delivery**

Jefferson Co. Commissioners Court  
 c/o Hon. Jeff Branick, County Judge  
 Jefferson County Courthouse  
 1001 Pearl St.  
 Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 4, Audit Report for Fiscal Year 2013-14;  
 B&O File No. 87102.

Dear Judge Branick and County Commissioners,

Enclosed please find Jefferson County Emergency Services District No. 4's annual audit report for the fiscal year ended September 30, 2014, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

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

Joshua C. Heinz

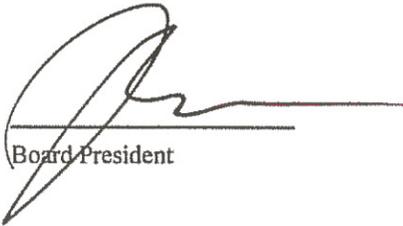
JCH/jcr  
 Enclosure

cc: **Via Email**  
 Hon. Jeff Branick, County Judge  
 Comm. Eddie Arnold, Pct. 1  
 Comm. Brent Weaver, Pct. 2  
 Comm. Michael Sinegal, Pct. 3  
 Comm. Everett "Bo" Alfred, Pct. 4  
 Mr. Fred Jackson  
 Board of Commissioners, JCESD No. 4  
 Wayne Wilber, JCESD No. 4 District Manager

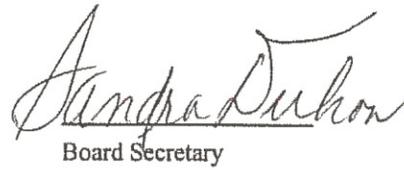
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4  
ANNUAL FINANCIAL REPORT  
For the Year Ending September 30, 2014

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2014, at a meeting of the Board of Commissioners held on the 15th day of June, 2015.



Board President



Board Secretary

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO.4  
Annual Financial Report  
For The Year Ended September 30, 2014

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*INTRODUCTORY SECTION*

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4

JEFFERSON COUNTY, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2014

Board of Commissioners

Jeffery Roebuck  
Charles Reneau  
Sandra Duhon  
Sandra Melton  
Charlie Cox

President  
Vice President  
Secretary  
Treasurer  
Assistant Treasurer

Command Staff

Charles Sonnier  
Kenneth Duhon

Fire Chief – Labelle Fannett VFD  
Fire Chief – Cheek VFD

*FINANCIAL SECTION*

**Ralph E. Likins**  
*Certified Public Accountant, PLLC*  
 P O Box 12374  
 Beaumont, Texas 77726  
 (409) 860 5042

INDEPENDENT AUDITORS' REPORT

The Board of Commissioners  
 Jefferson County Emergency Services District No.4  
 Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 4, (the District) as of and for the year ended September 30 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the Jefferson County Emergency Services District No.4, as of September 30, 2014, and the respective changes in financial position and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas  
Page 2

#### **Other Matters**

##### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 8 and page 24 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Ralph E. Likins CPA, PLLC*

Beaumont, Texas  
June 15, 2015

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2014

In this section of the Annual Financial Report we, the managers of the Jefferson County Emergency Services District No. 4's, (the District) discuss and analyze the District's financial performance for the fiscal year ended September 30, 2014. Please review it in conjunction with the independent auditor's report and the District's Basic Financial Statements which follow this section.

Financial Highlights

- After the first year of operations, the District's total combined net position was \$345,365 at September 30, 2014.
- During the year, the District's expenses were \$345,365 less than the \$708,268 generated in taxes and other revenues for governmental activities.
- The general fund reported a fund balance this year of \$147,957.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-wide financial statements - The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The Statement of Activities presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all current year's revenues and expenses regardless of when cash is received or paid. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2014

Fund Financial Statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The fund financial statements provided detailed information about the District's most significant funds, not the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

Governmental funds - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The district adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the financial statements - The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16 – 23 of this report.

Required Supplementary Information - In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information that further explains and supports the information in the financial statements. Required supplementary information can be found on page 24 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2014

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets exceeded liabilities by \$345,365 at the close of the most recent fiscal year.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO.4  
 Net Position

	September 30 2014
Current and Other Assets	\$ 291,782
Capital Assets	285,118
Total Assets	<u>576,900</u>
Long-term Liabilities	87,234
Other Liabilities	144,301
Total Liabilities	<u>231,535</u>
Net Assets:	
Invested in Capital Assets Net of Related Debt	178,911
Unrestricted	166,453
Total Net Position	<u>\$ 345,365</u>

A portion of the District's net position, \$178,911 (55%), reflects its investment in capital assets (e.g. land, buildings, equipment and infrastructure), less any related debt used to acquire those assets that is still outstanding. The District uses these capital assets to provide services to citizens; therefore, these assets are not available for future spending. The District owes \$106,207 in debt related to its capital assets.

The remaining balance of net position \$166,453 may be used to meet the government's on-going obligations to citizens and creditors.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2014

JEFFERSON COUNTY EMERGENCY SERVICES  
 DISTRICT NO. 4  
 Changes in Net Position  
 For the year ended: September 30, 2014

Revenues	
Maintenance and Operations Taxes	\$ 519,403
Contributions & Grants	188,450
Miscellaneous	415
Total Revenues	<u>708,268</u>
Expenses	
General government	225,858
Fire and emergency services	<u>137,045</u>
Total Expenses Governmental Activities	<u>362,903</u>
Increase (Decrease) in net assets	345,365
Net Assets - Beginning of year	-
Net Assets - End of Year	<u>\$ 345,365</u>

For the fiscal year ended September 30, 2014, the District's total revenues were \$708,268. A significant portion, 73% comes from property taxes collected.

Governmental Activities

- Property tax rates were set at \$.09 per \$100 valuation for M&O. The rate for the 2014-2015 is set at \$.08741 per \$100 of taxable valuation of M&O

Financial Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2014

Governmental funds - The focus of the District's governmental fund is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The general fund is the chief operating fund of the District. At September 30, 2014, unreserved fund balance of the general fund was \$166,453.

Capital Asset and Long-term Debt Activity

Capital Assets - The District's investment in capital assets as of September 30, 2014, amounts to \$285,118 (net of accumulated depreciation). This investment in capital assets includes buildings, vehicles, and equipment.

	Governmental Activities FYE 9/30/14
Buildings and Improvements	\$ 13,665
Vehicles	<u>271,453</u>
Total, net of accumulated depreciation	<u>\$ 285,118</u>

Additional information on the District's capital assets can be found on page 21 of this report.

Long-term debt - At September 30, 2014, the District had debt of \$106,208 which was secured by vehicles. Additional information about the debt can be found in the notes to the financial statements.

Economic Factors and New Year's Budgets and Rates

- The District adopted a balanced budget for the next fiscal year.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the District's finances and to show accountability for the funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Jefferson County Emergency Services District No 4.

No prior year comparisons are shown due to the fact that this is the first year of operations of the Jefferson County Emergency Services District No 4.

*BASIC FINANCIAL STATEMENTS*

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 STATEMENT OF NET POSITION  
 FOR THE YEAR ENDED SEPTEMBER 30, 2014

## EXHIBIT A

	Primary Government Governmental Activities
<b>ASSETS</b>	
Cash and cash equivalents	\$ 181,866
Taxes receivable - net of allowance	97,163
Other receivables	4,584
Prepays	8,168
Capital assets:	
Buildings, property, and equipment, net	285,118
Total Assets	<u>576,900</u>
<b>LIABILITIES</b>	
Accounts payable	125,328
Non-current liabilities:	
Due within one year	18,973
Due in more than one year	87,234
Total Liabilities	<u>231,535</u>
<b>NET POSITION</b>	
Net investment in capital assets	178,911
Unrestricted	166,453
Total Net Position	<u>\$ 345,365</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 STATEMENT OF ACTIVITIES  
 FOR THE YEAR ENDED SEPTEMBER 30, 2014

EXHIBIT B

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for Services	Operating Grants and Contributions	Revenue and Changes in Net Position
				Primary Government
				Governmental Activities
Governmental Activities:				
General government	\$ 225,858	\$ -	\$ -	\$ (225,858)
Fire and emergency services	137,045			(137,045)
Total governmental activities	362,903	-	-	(362,903)
Total Primary Government	\$ 362,903	\$ -	\$ -	\$ (362,903)
Property taxes, penalties and interest				519,403
Contributions not restricted to specific programs				188,450
Other miscellaneous				415
Total general revenues				708,268
Change in Net Position				345,365
Net Position - Beginning				-
Net Position - Ending				\$ 345,365

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No.4 EXHIBIT C  
 BALANCE SHEET - GOVERNMENTAL FUNDS  
 SEPTEMBER 30, 2014

	Total Governmental Funds
	<u>General Fund</u>
ASSETS:	
Cash and cash equivalents	\$ 181,866
Property taxes receivable (net of allowance for doubtful accounts)	97,163
Other receivables	4,584
Prepaid items	8,168
TOTAL ASSETS	<u>\$ 291,781</u>
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	\$ 125,328
TOTAL LIABILITIES	<u>125,328</u>
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	<u>18,496</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>18,496</u>
FUND BALANCES:	
Unassigned fund balance	<u>147,957</u>
TOTAL FUND BALANCE	<u>147,957</u>
TOTAL LIABILITES, DEFERRED REVENUE AND FUND BALANCE	<u>\$ 291,781</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No.4  
 RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO  
 THE STATEMENT OF NET POSITION  
 SEPTEMBER 30,2014

EXHIBIT C-1

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 147,957
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	285,118
Long-term liabilities, including bonds payable, are note due and payable in the current period and, therefore, are not reported in the funds	(106,207)
Recognition of deferred revenue as revenue increases net position	<u>18,496</u>
Change in net position of governmental activites (Exhibit B)	<u><u>\$ 345,365</u></u>

The accompanying notes are an integral part of this financial statement

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS  
 FOR THE YEAR ENDED SEPTEMBER 30, 2014

EXHIBIT D

	Total Governmental Funds
	<u>General Fund</u>
REVENUES	
Property taxes, penalties and interest	\$ 500,907
Other miscellaneous	415
Total revenue	<u>501,322</u>
EXPENDITURES	
Current:	
General government	225,858
Fire and emergency services	233,713
Total expenditures	<u>459,571</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	41,751
OTHER FINANCING SOURCES (USES)	
Issuance of debt	106,207
Total other financing sources and uses	<u>106,207</u>
NET CHANGE IN FUND BALANCES	<u>147,957</u>
FUND BALANCES - BEGINNING	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 147,957</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4 EXHIBIT D-1  
 RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
 FOR THE YEAR ENDED SEPTEMBER 30, 2014

Net change in fund balances - total governmental funds (Exhibit D) \$ 147,957

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay	\$	294,657	
Depreciation		(9,539)	285,118

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. (106,207)

Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period. 18,496

Change in net position of governmental activities (Exhibit B) \$ 345,365

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Jefferson County Emergency Services District No. 4 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On May 11, 2013, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On May 11, 2013, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 4. The District was formed on June 10, 2013 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the Cheek volunteer Fire Department and the Labelle-Fannett Volunteer Fire departments. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the non-fiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any *business-type activities* or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead *general revenues*.

As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

D Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regard less of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30<sup>th</sup>, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

For the year ended September 30, 2014, expenditures were less than appropriations for the general fund in total by \$51,197. All purchases were approved by the Commissioners. Budget reclassifications amendments were approved at an August 20, 2014, meeting; however the total budget remained the same.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F Cash and Investments

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns on the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-15
Vehicles	5-10

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

K Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

L Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amount cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- general fund amounts constrained to a specific purpose by the Fire Chief.

Unassigned Fund balance –residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The un-assigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners may delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the least restrictive to the most restrictive, unless otherwise approved by the Commissioners.

JEFFERSON COUNTY EMERG ENCY SERVICES DISTRICT No. 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

M. Implementation of New Standards

GASB Statement 63 Financial Repotting of Deferred Outflows of Resources, Deferred In flows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 15, 2015, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of cash deposits was \$181,866 and the bank statement balance was the same. At September 30, 2014, the bank balance was covered by federal depository insurance. However, during the fiscal year, the District was exposed to custodial credit risks. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. The District had possible exposure to custodial credit risk because the highest combined balance which occurred in March and April of 2014 was insufficiently covered by FDIC insurance.

As of the end of the fiscal year, the government did not have a formally adopted deposit and investment policy that limits the government's allowable deposits or investments and addresses the specific types of risk to which the government is exposed. Subsequent to year end, the District has adopted a formal deposit and investment policy.

NOTE 3: PROPERTY TAXES

Property taxes are collected by the Jefferson County Tax Assessor Collector and are forwarded to the District through bank transfer. The tax rate held by the District during 2013 was \$.09 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable with in the current period, including those property taxes expected to be collected during a sixty-day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2013, was \$657,465,708. Property taxes receivable for 2014 are \$97,162.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2014

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2014, was as follows:

Governmental Activities	Beginning Balance	Current Year		Ending Balance
		Increases	Decreases	
Capital assets being depreciated:				
Buildings and land	\$ -	\$ 13,910	\$ -	\$ 13,910
Fire equipment and vehicles	-	280,747	-	280,747
Total capital assets being depreciated:	-	294,657	-	294,657
Less accumulated depreciation:				
Buildings and land	-	-	(245)	(245)
Fire equipment and vehicles	-	-	(9,294)	(9,294)
Total accumulated depreciation	-	-	(9,539)	(9,539)
Total capital assets being depreciated, net	-	294,657	(9,539)	285,118
Governmental activities capital assets, net	\$ -	\$ 294,657	\$ (9,539)	\$ 285,118

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Total Depreciation Expense - Governmental Activities                      \$ 9,539

NOTE 5: SHORT TERM DEBT

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained a line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Texas First Bank due on September 20, 2014. Borrowings are permitted up to \$10,000 and interest is payable monthly at a rate of 2.15% per annum based on a 360 day year. The agreement is collateralized by the District's assets. During the year, after start up, the District did not borrow on the line of credit.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2014

**NOTE 6: LONG TERM DEBT**

The District entered into a loan agreement for the refinance of a fire truck for fire and emergency services used by the Labelle Fannett VFD.

Long-term debt at September 30, 2014, is summarized as follows:

<u>Date Issued</u>	<u>Amount</u>	<u>Final Maturity</u>	<u>Annual Installments</u>	<u>Interest Rate</u>	<u>Outstanding Balance</u>
2014	\$ 106,207	2019	\$ 24,974	5.65%	\$ 106,207

Interest on the loan shall be computed at a fixed rate of 2.15% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate. Adjustments in the varying rate in interest will be made on each anniversary date of the note beginning March 1, 2016.

Annual requirements to maturity for the loan is as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	18,973	6,001	24,974
2016	20,045	4,929	24,974
2017	21,177	3,796	24,974
2018	22,374	2,600	24,974
2019	23,638	1,336	24,974
	<u>\$ 106,207</u>	<u>\$ 18,661</u>	<u>\$ 124,868</u>

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2014, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities:					
Loan payable	\$ -	\$ 106,207	\$ -	\$ 106,207	\$ 18,973
Governmental activities:					
Long-Term Liabilities	<u>\$ -</u>	<u>\$ 106,207</u>	<u>\$ -</u>	<u>\$ 106,207</u>	<u>\$ 18,973</u>

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2014

NOTE 7: OTHER INFORMATION

A. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses.

B. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

*REQUIRED SUPPLEMENTARY INFORMATION*

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL - GENERAL FUND  
 FOR THE YEAR ENDED SEPTEMBER 30, 2014

EXHIBIT E

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Property taxes, penalties and interest	\$ 510,768	\$ 510,768	\$ 500,907	\$ 9,861
Other miscellaneous	-	-	415	(415)
Total revenue	<u>510,768</u>	<u>510,768</u>	<u>501,322</u>	<u>9,446</u>
<b>EXPENDITURES</b>				
Current:				
General government	200,770	250,409	225,858	24,551
Fire and emergency services	309,998	260,359	233,713	26,646
Total expenditures	<u>510,768</u>	<u>510,768</u>	<u>459,571</u>	<u>51,197</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>-</u>	<u>-</u>	<u>41,751</u>	<u>(41,751)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from loan	-	-	106,207	106,207
Total other financing sources and uses	<u>-</u>	<u>-</u>	<u>106,207</u>	<u>106,207</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>-</u>	<u>-</u>	<u>147,957</u>	<u>64,456</u>
<b>FUND BALANCES AT BEGINNING OF YEAR</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE AT END OF YEAR</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 147,957</u>	<u>\$ 64,456</u>

The accompanying notes are an integral part of this financial statement.

*COMPLIANCE SECTION*

## RALPH E. LIKINS

*Certified Public Accountant, PLLC*

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Beaumont, TX 77726

(409) 860 5042

### *INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS*

Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. The financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 4 (District), as or and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 15, 2015.

#### **Internal Control Over Financial Reporting**

In performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 4 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Governmental Auditing Standards*.

Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Ralph E. Likins, CPA, PLLC*

Beaumont, Texas  
June 15, 2015

**AGENDA ITEM****July 6, 2015**

Receive and file executed Grant of Easement from Jefferson County, Texas to the Texas Historical Commission for the Texas Historic Courthouse Preservation Program.

STATE OF TEXAS  
COUNTY OF JEFFERSON



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RECEIVED JUN 29 2015

**GRANT OF EASEMENT**

The County of Jefferson ("Grantor"), a political subdivision of the State of Texas, owner of property described as Jefferson County Courthouse and Grounds ("Property"), as more fully described in Attachment "A" to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission ("Grantee"), an agency of the State of Texas, the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural site important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

**TERMS AND CONDITIONS**

**1. GRANT**

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses.

**2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT**

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

- a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity that would adversely affect or alter in any material way the appearance or the historic architectural integrity of the Property, except for routine maintenance.
- b. Grantor shall maintain and repair the Property in a good and sound state of repair and maintain the subject Property according to the Secretary of the Interior's Standards for the Treatment of Historic Properties so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- c. The Significant changes in use to the building that may effect how the public spaces are used and/or preserved must receive prior approval in writing from the Grantee.

**Grant of Easement**

**Page 1**

### **3. LEVEL OF PRESERVATION**

In order to make more certain the full extent of Grantor's obligations and the restrictions on the subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces is incorporated as Attachment "B" at the end of this agreement together with a narrative describing the condition of these features. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement Attachment "B", Grantor personnel have compiled a current photographic record of identified features and areas where work will occur including, black and white photographs and/or color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.

The Scope of Work to be performed under the grant to restore the Property is as outlined in Attachment "C", although that Scope of Work may be modified if Commission approves of such modification in writing during the course of planning and/or construction. Once the Scope of Work has been completed, Grantor shall provide revised architectural drawings of the floor plans to the Grantee, and shall compile a revised photographic record, including black and white photographs and/or color digital prints, a revised narrative describing the condition of any elements that were included in the project, photograph logs and a keyed location map that will be attached to the Grantor's Completion Report. The Grantor agrees that the nature and condition of the Property on the date of submission of the Completion Report will be accurately documented by the revised architectural drawings and revised photographic record attached to the Completion Report, which shall also be maintained for the life of this easement in the Grantee's conservation easement file for the Property. This shall become the level of preservation to which the Property shall be maintained in accordance with this agreement.

### **4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED**

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

- a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.
- b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

## 5. RIGHT TO INSPECT

The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the terms and conditions of this easement agreement are being observed.

## 6. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor.

The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the grant from the Texas Historic Courthouse Preservation Program. In any case in which a court finds that a violation has occurred, the court may require the Grantor to reimburse the Grantee and the Texas Attorney General for all the State's expenses incurred in stopping, preventing, or correcting the violation, including but not limited to reasonable architect's and attorneys' fees and court costs. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

## 7. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.
- b. On any sale, other conveyance of any type, or lease of any interest in the Property by the Grantor to a stranger to this Easement, Grantor shall notify Grantee of such sale, other type of conveyance or lease, and shall provide to Grantee all of the information in Grantor's possession that can be used to contact such stranger to this Easement not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission  
Post Office Box 12276  
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Jefferson County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

- c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

## **8. RESERVATION**

- a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.
- b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance

## **9. ACCEPTANCE**

Grantee hereby accepts the right and interest granted to it in this Easement.

## **10. GRANTOR'S INSURANCE**

- a. Except as provided in subsection b below, Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.
- b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss. Counties claiming to be self-insured may be required to provide evidence supporting that claim.

- c. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If the damage of or destruction to the Property is deliberately caused by the gross negligence of the Grantor or a future owner, then the Grantee will initiate the requisite legal action to recover, at a minimum, the Program funds applied to the Property.

## **11. RELEASE AND INDEMNIFICATION**

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

## **12. REVIEW, APPROVAL AND ADDITIONAL COSTS**

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

## **13. NO THIRD PARTY BENEFICIARY**

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

## **14. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT**

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

## **15. TERM OF AGREEMENT**

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall

**Grant of Easement**

**Page 5**

terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

**16. SUPERSEDING CLAUSE**

This Easement and the provisions contained herein shall supersede all previous easements granted by the Grantor to the Grantee on the Property described herein. Any previous easement shall hereafter be null and void as of the date this Easement is filed in the deed records of Jefferson County.

**17. SEVERANCE CLAUSE**

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Jefferson, State of Texas, described as follows:

In witness, this GRANT is executed on the 27<sup>th</sup> day of APRIL, in the year 2015.

Grantor: Jefferson County

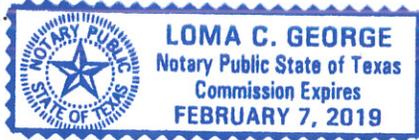
By: [Signature]  
Jefferson County Judge

STATE OF TEXAS:

On this the 27<sup>th</sup> day of APRIL, in the year 2015, before me, a Notary Public in and for the State of Texas, JEFFR. GRANICK, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

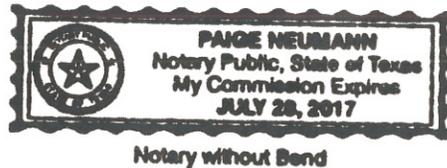
In witness whereof, I here unto set my hand and official seal.

[Signature]  
Notary Public



Grantee: Texas Historical Commission

By: [Signature]  
Mark Wolfe  
Executive Director



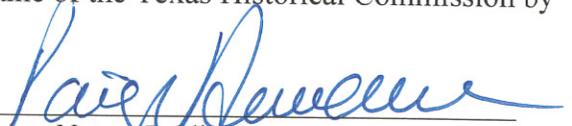
STATE OF TEXAS:

On this the 6 day of May, in the year 2015, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mark Wolfe, who acknowledged himself to

Grant of Easement

be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I here unto set my hand and official seal.

  
Notary Public

8328825

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

100 35 0749

DECLARATION OF COVENANT

THAT WHEREAS Jefferson County, Texas, a political subdivision of the State of Texas, hereinafter called Declarant, is the owner of all that certain real property located in Jefferson County, Texas, described as follows:

Being all of Block 9, Original Townsite of Beaumont, Jefferson County, Texas, as recorded in the Deed Records of said County and State at Volume 448, Page 249.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following covenant which is for the purpose of preserving the historical integrity of the features, materials, appearance, workmanship and environment and which shall run with the real property and structures thereon, and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof; and their heirs, successors, and assigns, and which covenant shall inure to the benefit of the State of Texas until September 30, 1993.

I.

The Declarant and its successors in interest, if any, for and inconsideration of One dollar and other good and valuable consideration from the State of Texas shall repair, maintain, and administer the premises so as to preserve the historical integrity of the features, materials, appearance, workmanship and environment of the above described real property and structures thereon until September 30, 1993. This restriction shall be a covenant running with the land, in favor of and enforceable by the State of Texas.

EXECUTED by the said Declarant this 10th day of October, 1983.

R.P. LeBlanc, Jr.  
R.P. LeBlanc, Jr., County Judge  
Jefferson County, Texas

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

This instrument was acknowledged before me on October 10, 1983, by R.P. LeBlanc, Jr. County Judge of Jefferson County, Texas.



FILED FOR RECORD  
R.K. Ham  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

OCT 13 1 27 PM '83

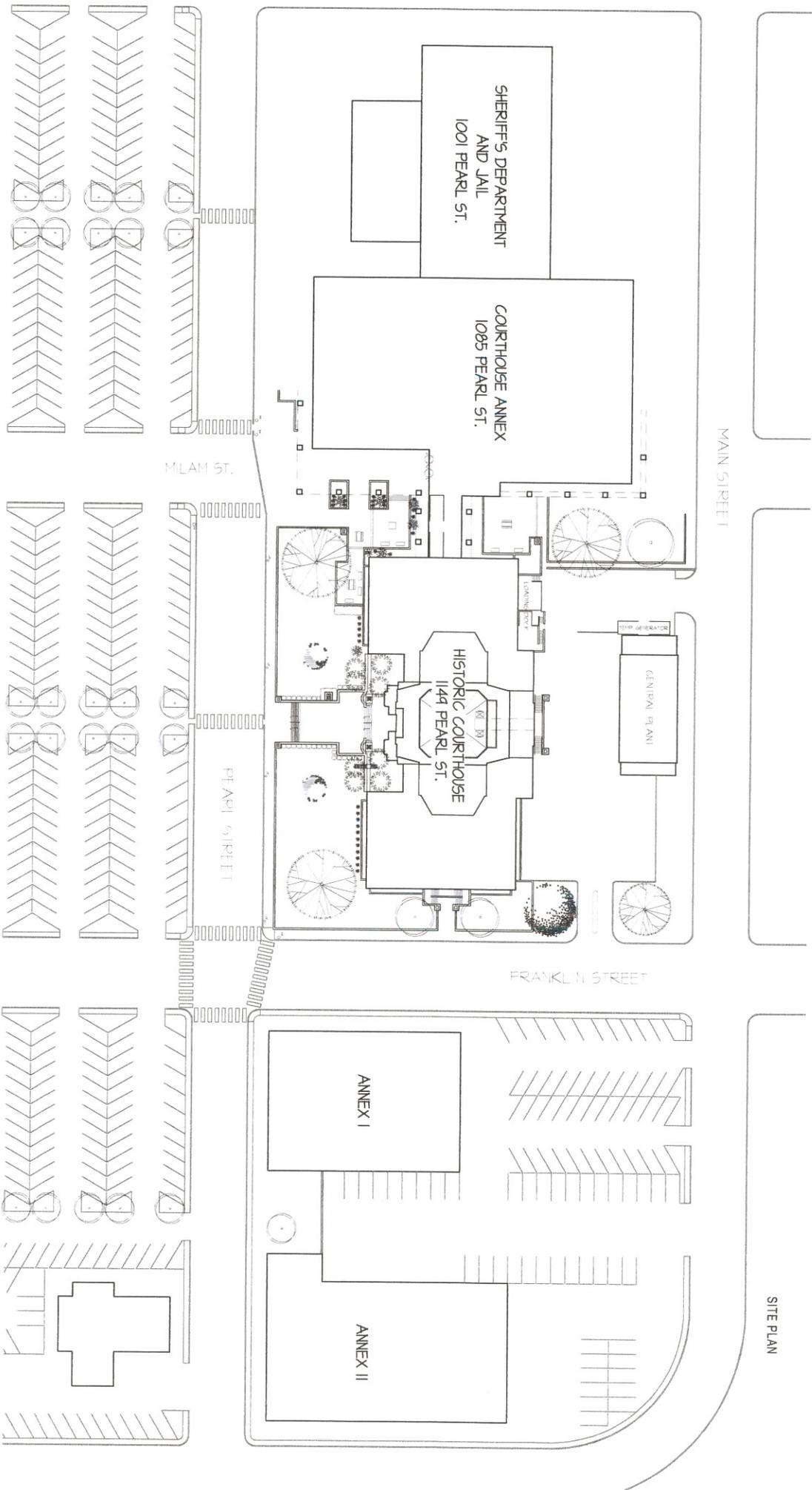
Ann Stringer  
Notary Public in and for  
Jefferson County, Texas

My Commission Expires: 3/31/85

ASSESSMENT  
EXHIBIT A

JEFFERSON COUNTY COURTHOUSE  
GRANT APPLICATION DOCUMENTS

SITE PLAN



BAILEY ARCHITECTS  
HOUSTON, TEXAS 2014

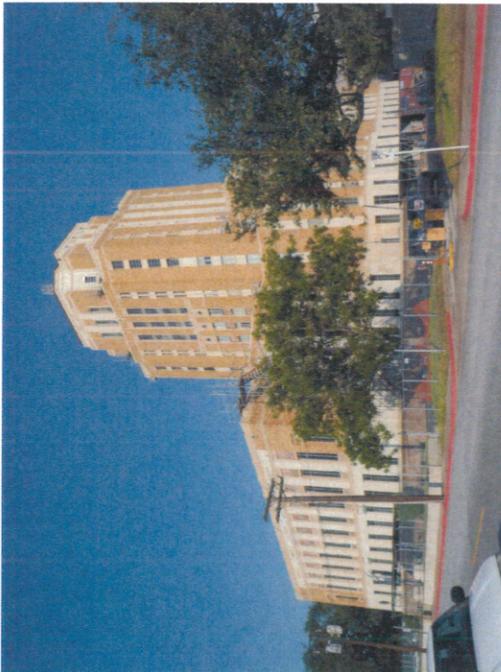
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit A 1.c Major Views of Property



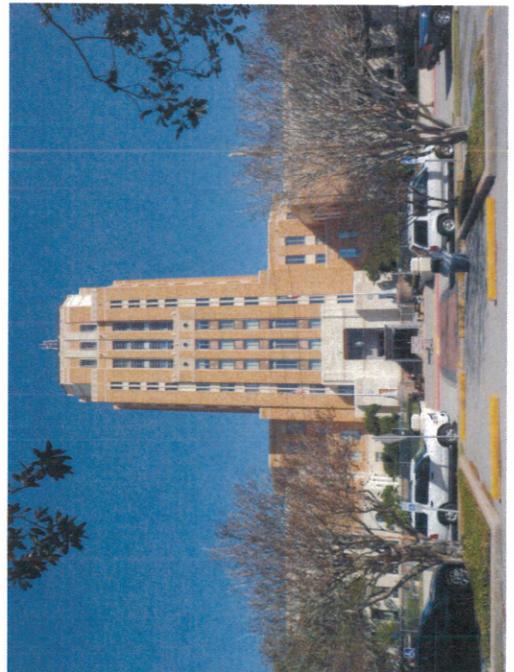
After Masonry Restoration Ph. 3 JCCH g  
Photo taken 2012:03:23



After Masonry Restoration Ph. 3 P1030543  
Photo taken 2011:09:07



After Masonry Restoration Ph. 3 P1030673  
Photo taken 2011:09:20



After Masonry Restoration Ph. 3 P1040041A  
Photo taken 2011:11:17

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit A 1.c Major Views of Property



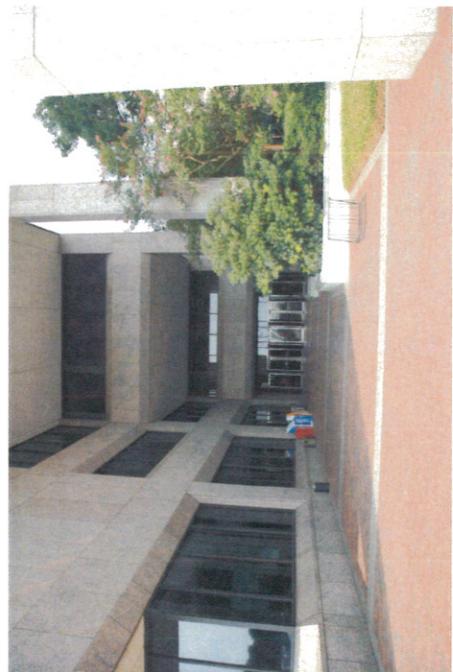
After Masonry Restoration Ph. 3 Photo 005  
Photo taken 2007:08:02



After Masonry Restoration Ph. 3 Photo 006  
Photo taken 2007:08:02



After Masonry Restoration Ph. 3 Photo 008  
Photo taken 2007:08:02



After Masonry Restoration Ph. 3 Photo 009  
Photo taken 2007:08:02

**Jefferson County Courthouse - Phase 5**  
**THC Grant Application 2014, Exhibit A 1.c Major Views of Property**



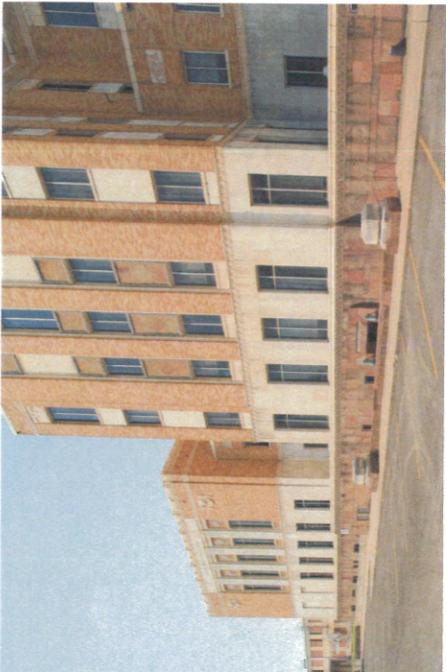
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Photo taken 2007:08:02



After Masonry Restoration Ph. 3 Photo 011  
Photo taken 2007:08:02



After Masonry Restoration Ph. 3 Photo 012  
Photo taken 2007:08:02



After Masonry Restoration Ph. 3 Photo 033  
Photo taken 2007:07:22

JEFFERSON COUNTY COURTHOUSE  
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**GRANT OF EASEMENT - EXHIBIT B**

**EXHIBIT B, 2.A CHARACTER DEFINING MATERIALS, FEATURES, AND SPACES**

The Jefferson County Courthouse in Beaumont, Texas is the largest and finest work of Art Moderne architecture in the state. The 14-story, 179-foot-tall, 139,645 gross-square-foot structure is also one of the largest of Texas' historic courthouses.

The county issued a million dollar bond to build a new courthouse, approved by voters on August 10, 1929. Beaumont architects Fred C. Stone and Augustin Babin were chosen on November 18, 1929 as associated architects. Bids were received on September 3, 1930 and McDaniel Bros. of Beaumont selected as General Contractor.

Stone and Babin used a classic Art Moderne massing scheme, composed with a central vertical element bracketed by projecting wings and a warm palette of materials, including blended orange brick, Texas crème limestone, and pink-flecked terra cotta. The interior finishes were equally rich, with star-burst patterns of multi-colored terrazzo, marbles from Belgium and Italy, American walnut and oak woodwork and furniture, ornate plaster ceilings, etched glass light fixtures, and Benedict nickel hardware.

**Character-defining features of the exterior include, but are not limited to:**

- Courthouse square, site, and landscaping (hardscape and vegetation)
- Exterior masonry and ornate masonry details (brick, limestone, sandstone, terracotta, ornate terracotta, sculpted limestone panels)
- Doors, windows, and decorative grills
- Multi-color clay tile roof on tower

**Character-defining features of the interior include, but are not limited to:**

- All public spaces, specifically:
  - the entry lobby of the 1<sup>st</sup> floor
  - the main public corridors of basement, 1<sup>st</sup>, and 2<sup>nd</sup> floors
  - the elevator lobbies of basement through 7<sup>th</sup> floor
  - the courtrooms (1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup> floors, basement)
  - tax offices and public records rooms (1<sup>st</sup> floor)
- Public staircases from basement to 2<sup>nd</sup> floor lobbies
- Original steel, wood, glazed, and vault doors, ornate elevator doors, hardware, and cast aluminum decorative gates
- All decorative finishes of public spaces, including:
  - Multi-color terrazzo floors, cork floors
  - Polished marble and granite wainscots
  - Wood wainscot paneling, wood picture mold, base, and general trim
  - Ornate plasterwork (cornices, coffers, crown molding, ceiling trim)
  - Decorative plaster ceilings, perforated adhered acoustical ceilings
  - Cast aluminum decorative accents and grills
- Interior furnishings, including original light fixtures, furniture, and signage
- Select remaining original restroom plumbing fixtures, floor and wall tile
- Select remnants of the jail (cells, furnishings, window hardware etc.)

JEFFERSON COUNTY COURTHOUSE  
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**GRANT OF EASEMENT - EXHIBIT B**

**EXHIBIT B, 2.B EXISTING CONDITIONS**

**Exterior Building Conditions**

Site Conditions

*(Note: previous cardinal directions have been revised to correspond to the current "plan north" – where the 1980's Annex is located to the north of the historic Courthouse)*

The original 1932 Jefferson County Courthouse in Beaumont, Texas was sited symmetrically, slightly out of center, on a 284' x 290' block bounded by Main Street on the *east*, Pearl Street on the *west*, Franklin Street on the *south* and Milam Street on the *north*. Today, the 1981 courthouse annex connects to the west side of the original courthouse building on the basement, first, and second floors, for which Milam Street was closed. The extended courthouse site extends from Franklin Street to Gilbert Street / train tracks, still bounded by Main Street and Pearl Street. The central mechanical plant building is located on the *east* side of the historic courthouse.

A *small diameter* magnolia tree and a 48" diameter oak tree are located on each half of the south lawn. *The previous 48" diameter magnolias on each half of the south lawn were removed approximately in 2010, due to termite infestation.* There are several other large trees around the site (magnolia, ash juniper, live oak, and pecan) as well as shrubs and scattered planting. The St. Augustine grass throughout is in good condition, the main grass area being the southern half of the square. A small parking lot occupies the *east* half of the lot (28 parking places), and additional parking, including handicapped parking spaces, occur in the three adjacent lots to the *west* of the historic courthouse and the annex buildings, providing angled parking capacity for approximately 500 vehicles. On court days it is very difficult to find available parking spaces. The circulation of this parking area is of an unusual pattern that prevents thru-traffic. The asphalt is in fair condition with numerous low areas that do not drain. The two blocks opposite the courthouse and the annex have axial alleys of oak and crepe myrtle trees. The natural grade of the historic courthouse square is raised about 30" above street level, and the perimeter is supported by limestone retaining walls. The perimeter retaining walls were repaired in the 2000 restoration work and are in good condition. The drainage of the site is generally adequate though some areas present ponding upon heavy rains.

*Three of the four original entrances to the building are still functional, though used only for exit purposes or restricted employee-only entrance. The fourth of the original entrances is now the connection to the Annex. The main access occurs through the main entrance of the 1980's Annex on Pearl Street—where all the security and metal screening equipment is located—which connects down stairs to the basement cafeteria, and up via a ramp to the first floor, half a level above grade. The east entrance provides access from the east parking lot to the basement, which is half a level below grade. The south entrance is also a basement level entryway, leading to the main corridor.*

There are several markers on the courthouse site, including the Registered Texas Historical Landmark plaque and the National Register plaque in a concrete niche near the main entrance; a small granite plaque for the Garden Club in the south-east portion of the lawn; a number of

JEFFERSON COUNTY COURTHOUSE  
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**GRANT OF EASEMENT - EXHIBIT B**

small dedication plaques around the landscaped areas, and an outdoor sculpture at the plaza formed between the historic building and the annex.

Building Envelope

*Extensive masonry cleaning, pointing and restoration was carried out as part of Phase 3 work (2010-2012), including: cleaning of the entire structure exterior; pointing of approx. 40% of the brick and stone; installation of brick wall ties; replacement of the stone spandrel panels at the windows that were showing significant exfoliation and de-lamination; replacement of specific sandstone units that were spawling or delaminating beyond repair; crack repairs in the limestone veneer, and replacement of the damaged steel stone anchors and lintels; and in-place repair of cracks and minor chips in terra cotta cap stones, coping, and accents.*

*Curiosity: it was not possible to find a source of brick to match the original brick. In the areas where brick replacement was necessary, the brick was "farmed" from the back-side of the parapets of the 4<sup>th</sup> floor roof—where it is not visible from the street—for use on the more prominent areas of the building. The closely-colored, but not-quite-exact new brick was used to replace the areas of removed original brick on the back-side of the roof parapets.*

Windows

*In general, the damaged 1978 windows of the first eight floors (basement through seventh floors) were removed in Phase 3 of the Restoration and replaced with fixed, insulated windows with profiles and sight lines to match those of the original window designs. Two original windows remain in place, on the second floor, where the connector to the Annex abuts the original courthouse. The original cast aluminum grates—where they existed—were cleaned and reinstalled. Many of the basement windows had been previously filled in or blocked off from the interior side: the basement replacement windows—unlike the other floors—are exterior glazed to overcome the difficulties associated with the current interior walls.*

*The windows of the upper floors (eight through fourteen) are the original steel awning windows consisting of multiple different window types: the operable 3-sash window, the operable 2-sash, the tall windows that span two or three floors, etc. Some of the windows have decorative exterior cast aluminum grills with patterns stylistically consistent to those throughout the building. These windows, the majority of them having been in poor condition, were carefully restored in place as part of Phase 3. The decorative grills were cleaned and reinstalled.*

Doors

*None of the original entry doors remain. The existing doors on three sides (north of basement to annex; south to Franklin St., and east to parking) are aluminum storefronts from the 1960's, and are only in fair condition. The current configuration of the doors, with sidelites and transom, is similar to the original layout. There are no panic hardware or security devices on the doors.*

*The doors of the courthouse entrance on the west side (toward Pearl St, and currently used only as employee entrance or general exit) were replaced as part of Phase 3 work to match those indicated in the original drawings, and all-new decorative aluminum grills cast to match the original design.*

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**GRANT OF EASEMENT - EXHIBIT B**

Roof

There are two types of roof on the courthouse: flat built-up asphalt roofs and clay tile roof. The built-up roofs and parapet flashing were replaced in 2000. They are generally in acceptable condition with no new leaks identified recently.

*The damaged 1945 copper roof on the tower—not part of the original design—was removed as part of Phase 1 work (2008) as well as the numerous antennae that used to stand in disarray throughout the roof of the 13<sup>th</sup> and 14<sup>th</sup> floors.*

*As part of Phase 1, a multi-colored clay tile roof was installed to replicate the zig-zag pattern shown in the original drawings and visible in early photographs of the Courthouse. During the same phase, the spire—which had been in storage since 2007—was restored, repaired, cleaned, and reinstalled atop the tower.*



*Multi-colored clay tile roof and restored spire, 2008.*

JEFFERSON COUNTY COURTHOUSE  
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**GRANT OF EASEMENT - EXHIBIT B**

**Interior Building Conditions**

Basement

The main public space of the basement is the wide corridor running the entire length of the courthouse. Original terrazzo floors, black marble base, marble wainscot, plaster walls and ceilings are all original, rehabilitated in the 1984 work when partitions were removed that had divided the corridor into small spaces. Four original vault doors in good condition and several original light fixtures are present. The elevator lobby and two stair wells retain original finishes: terrazzo flooring, marble wainscots, plaster walls and ceiling, all in good condition. Acoustical tiles were placed on the ceiling deck between beams. The major change to the basement occurred with the insertion of a cafeteria on the *north* end of the building in 1984, interrupting the *north* terminus of the main corridor. The *north* entry was modified to make a connection to the annex. The cafeteria serves both the 1932 courthouse and the annex, available to both staff and the public.

Other functional changes were made to non-public areas of the basement in 1984. A suite of offices for the County Treasurer was built into the northeast quadrant in an area originally occupied by Justice of the Peace courtrooms (*JPs are no longer in the courthouse*). *Termite damage has been observed in the past*, concealed by the furred-out perimeter walls and built-in cabinets. Walls in the mechanical areas were modified to accommodate new equipment in 1984 and a loading dock was built against the north exterior wall to the west of the north entry stairs.

Elevators lobbies and Public Corridors

The main interior circulation of the courthouse flows through the 18'-wide, terrazzo-floored and marble-lined corridors in the basement, first, and second floors. This *north-south* axis is crossed by a smaller, central *east-west* axis that marks the location of the elevator lobby, main staircase, and the main building entrance on the first floor. These areas were meticulously rehabilitated in 1984, removing partitions and suspended ceilings that had divided the wide corridors into small offices. The original terrazzo floors are in very good condition throughout, with the exception of a few locations. In the corners of the first floor, especially in the southeast and northeast corners, considerable diagonal cracks are present. Minor non-structural cracks, parallel to the structure, which may be the result of quick setting of the terrazzo or repair joints from the 1984 work, appear in several places in the first floor and several other floors.

A black marble base (basement through second floor) sits below the pink or cream marble wainscots, which are all in excellent condition. A few portions of the base, wainscots, and marble trim around doors in the main corridors show traffic damage. Multi-colored marble "portals" with ornamental aluminum trim line the corridor and highlight entrances and locations of original furniture (aluminum and glass consoles). Both of these materials are in good condition. The upper portions of the walls are painted plaster and in good condition.

The first floor lobby and corridor have elaborate, painted, molded plaster ceilings, with plaster coffers, fluted plaster ceiling beams, molded plaster cornices, and other plain flat plaster ceilings. All are in good condition, *with the exception of the paint which is chipping and peeling*.

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**GRANT OF EASEMENT - EXHIBIT B**

The elevator lobbies of basement, and 3rd to 7<sup>th</sup> floor are decorated, though less so than 1<sup>st</sup> and 2<sup>nd</sup> floors: terrazzo floors, marble bases and wainscots, wood crown molding or molded plaster cornices and ceilings. In general, the original floors, bases, wainscots, and ceilings are in good condition. The original Benedict nickel elevator shaft doors were removed in 1984 and salvaged.

First Floor

The *north* and *south* ends of the first floor were completely gutted in 1984 and rebuilt with new public service areas, *currently serving the Tax Collector, Property Tax, and Motor Vehicle Registration departments*. In the *southeast* quadrant, the sole survivor of the original courtroom suite in this area is a wood-paneled judge's office (Rm 166), now used for a server (paneling severely damaged by termites). A fragment of an ornate plaster ceiling remains from the original courtroom. *The original terrazzo floors have been preserved throughout and remain in fair-to-good conditions, with multiple floor penetrations that would need to be repaired.*

A wide passage leading to the annex cuts the *north* end of the building in half (also second floor). In the *south-west* quadrant, a new fire stair rising to the seventh floor was inserted in the 1980's, along with new public and staff toilets (not handicap-accessible). While these areas retain the original terrazzo floors, new walls are gypsum board and ceilings are suspended 2x4 acoustical systems.

*Previous termite damage is present in window sills and plaster walls along the entire east, south, and west exterior walls of the first floor. No new active termite activity has been noted by the County in several years.*

*The spaces that currently function as Property Tax offices (room #130-134, 162-165, 169-173) received their current configuration in the 1984 renovation. The flooring throughout is the original terrazzo color that was typically used in non-public areas, and certain colored terrazzo areas and perimeter borders are still present. Some repairs were done to the terrazzo but are almost unnoticeable. For the most part, the terrazzo is in good condition. Some of the original wood and marble base still exists, but much of the space has non-original rubber or wood base in good condition.*

This area has no wainscots, except one room: room #166 was originally a Judge's office and still has all the original wood wainscots and base. Unfortunately, termites and moisture have left them in very poor condition. Though this space has, like the rest of the area, a suspended acoustical ceiling, the original plaster ceiling can be seen above along with a wood picture mold and crown molding. The plaster on the west wall is in poor condition due to moisture: other walls are in good-fair condition, needing lesser repairs.

In general, the plaster walls in these areas are in very poor condition if they are exterior walls, having been subject to moisture and termite damage, and need repair. As part of the 1984 remodeling, cabinets were placed all along the exterior walls, semi-concealing, but also aggravating, the moisture and termite problems. The interior walls, either the historic plaster walls or the non-historic drywall are in good-fair condition.

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**GRANT OF EASEMENT - EXHIBIT B**

The reception / work stations are on elevated platforms built in the 1984 remodel. Both the platforms and the furniture are non-historic and in fair condition. They are in need of general maintenance, and also must be modified to address accessibility requirements (see accessibility section for further comments). The cabinets along the exterior walls, of course, have also been affected by termites and need repair / replacement.

The area of the former County Court at Law courtrooms (2), today part of the **Property Tax** office, was remodeled in 1984. The remains of the ornate plaster ceiling and the adhered acoustical ceiling tiles can be seen in room #164.

Second Floor

The main interior circulation of the second floor mirrors the first floor, with an 18'-wide terrazzo-floored and marble-lined corridor running *north-south*. This axis is crossed by smaller north-south axis that marks the location of the elevator lobby and the main staircases. The long axis is visually terminated by a lobby at each end that forms the entry to the courtrooms and that is capped by a skylight (the east skylight has been covered). The original terrazzo floors are in very good condition throughout. A black marble base sits below the cream marble wainscots, which are all in excellent condition. The remaining portions of the walls are painted plaster and in good condition.

The second floor lobby and corridor have elaborate, painted, molded plaster ceilings, with plaster coffers, channeled plaster ceiling beams, molded plaster cornices, and other flat plaster ceilings. All are in good condition, with the exception of few areas where the paint is chipping or peeling.

Second Floor Courtrooms

The courtrooms are the highlight of the courthouse. Four original courtrooms are located on the second floor (Domestic Relations, 279<sup>th</sup> District, County Court, 58<sup>th</sup> District Civil Court, and 60<sup>th</sup> District Court) with original wall finishes, floors, ornamented ceilings, and furnishings. These spaces were thoroughly restored in 1984, including finishes and furnishings.

The Domestic Relations courtroom (room #260), the largest of the courtrooms, still has the original cork floor, in fair condition; it shows wear and has areas damaged by termites. A portion of the floor has non-original VCT in good shape. The marble base and wainscot throughout are historic and in good shape. The wood wainscot is original: some is in good condition but the exterior walls have severe termite damage. The plaster walls are in good condition on the south and west walls, *and the exterior walls received minor plaster and marble restoration as part of Phase 4 of the Restoration...* The original molded plaster ceiling, cornice, and trim are in good condition, though noticeable dirty. *No active termites have been reported by the County in a number of years. The furniture, though in acceptable condition overall, has minor areas of termite damage (bar rail), and scratches throughout that need refinishing. The decorative paneling behind the Judge's bench has significant scratches from the current oversized Judge's chair.*

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Room #269, District Court, also has some water and termite damage. The original cork floor has old termite damage and water damage at the perimeter radiators; it is in fair shape. A small area—at the judge's desk and jury box—has non-original VAT flooring (which may require abatement) and carpet in poor condition. The original marble base and wainscot throughout are in good condition. There are original cast aluminum grills mounted in the marble wainscot over the radiator locations that are also in good condition. The wood paneling on the walls and the acoustical wall panels are in fair condition, suffering termite damage in certain areas.

Room #216, County Court at Law, is one of the most sparingly adorned courtrooms on the second floor with a wood wainscot and modest cornice at the otherwise flat ceiling. The original two-tone, checkered pattern cork floor is faded and shows water damage near the radiators; overall it is in fair condition. Some previous repairs are visible. The area of the jury box and judges seat have non-original vinyl composition tile in good condition. The original marble base is in good condition throughout, as are the original wood wainscot and marble wainscot pieces below the windows. The plaster finish on the walls is in good condition except at the east wall, where moisture has caused it to deteriorate. The acoustical wall panels on the south side of the room are in good condition, as are the non-original 12x12" adhered ceiling tiles, and the molded plaster cornice.

Slightly more ornamented than room #216 is room #219, the 58<sup>th</sup> District Civil Court. The checker board cork flooring is in fair condition. A smaller portion of non-original VCT and VAT at the jury box is in a fair state that requires cleaning, repair, and possible abatement. The marble base, wainscot, and tall wood paneling are original and in good condition. The acoustical wall panels are in good condition. The ceiling is composed of a molded plaster cornice and trim, and of adhered acoustical ceiling tiles, both in fair condition. The bar has been moved from its original position to provide more space in front of the judge's bench for the lawyers' tables.

In the fifth courtroom, Room #230, 60<sup>th</sup> District Court, the finishes were never completed in the original 1932 project. This space was left as a shell for future expansion, of comparable size and height as the District Court (Rm 260). The room was built out as a courtroom in 1956 and a third floor was inserted within the high volume for offices at the third floor level for the District Attorney staff (offices are no longer in use). The existing cork floor—which is the only original finish besides the plaster walls—has been damaged in places by termites and water; it is in fair to poor condition. The plaster walls also show some damage. The wood base and wainscot are of the 1956 build-out and generally in good condition, with some chips in the wood. The existing ceiling is a 2x4' suspended acoustical tile ceiling that was installed in the 1984 project; it is in fair condition. There is no adorned 1932 ceiling above, since that is now the third floor. Two other areas of significant change on the second floor occurred with the 1984 renovations. The entire area on the southeast side of the main corridor was gutted and rebuilt with offices for Domestic Relations, the new fire stair, and new restrooms. On the west end of the main corridor, a passage was cut through to the annex bridge and adjacent spaces modified to adapt.

### Third Floor

With the exception of the elevator lobby, the east corridor, and two rooms (339, 340), the third floor was entirely changed in the 1984 restoration. The entry into the suite of offices to the south

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of the elevator lobby was changed from a double door with sidelights to a pair of doors to two suites. The area south of the elevator lobby was rebuilt, including the insertion of the new fire stair. The space west of the elevator lobby, which formerly was office space, was wholly dedicated to mechanical equipment. In the northwest quadrant, a floor was inserted in the former high space of the courtroom on the second floor for offices; these are now used for storage.

The finishes in the office areas, with original terrazzo floors, new plaster walls and replica wood trim, are in good condition. The mechanical and unoccupied areas are in very poor condition, not having been maintained as well as occupied spaces.

Fourth Floor

The highlights of the fourth floor are the original high-ceiling lobby with its enormous globe light and the Commissioner's Court (room #436), one of the most ornate rooms in the courthouse, and also, unfortunately, one of the ones in worst condition. The historic checkered-pattern cork floor, similar to other courtrooms, has suffered termite damage, and was affected by water seeping in through severe window leaks and staying wet for long periods of time. *The windows were replaced as part of Phase 3 of the Restoration, and no new water leaks have been reported.* The original wood base and wainscot are in fair to poor condition, having severe termite and moisture damage in many areas. The plaster walls are in fair to poor condition, having been affected by moisture and termites as well. The molded plaster cornice and original adhered acoustical ceiling tile have not been spared from the damage, being in fair condition. In this room the raised jury platform, the crown molding, and even the window trim has rotted away or been eaten away by termites. *No active termite activity has been reported by the County in recent years.*

Areas to the *north* and *west* of the lobby were completely rebuilt in 1984, with suites of offices for the County Judge and County Commissioners. The plaster walls and woodwork were designed to mimic the original construction and have remained in good condition. Several items of original furnishings are present in the County Judge's office.

Fifth Floor

The Old Commissioner's Court room (room #506) is the only courtroom and significant public space on the fifth floor, which still conserves the original glazed courtroom doors (in good condition). It has a two-tone cork floor similar to the ones in the other courtrooms. The floor here is in better condition as it has had much less traffic, and has faded much less: it is in fair condition. Like in many of the other courtrooms, there is a portion of the floor at the raised judge's bench with non-original carpet, in fair condition. The original plaster walls are in good condition. The walls were scored to simulate a stone pattern. The room has 2x4' non-historical suspended acoustical ceiling, above which is the original ceiling consisting of a wood crown molding and adhered acoustical tile, rotated to a 45-degree angle. The room is currently used for storage, and as the Engineering Department meeting room.

The original lobby in front of the courtroom was changed in 1984 with the removal of lateral walls and doors and new rooms built into the east side of the original spaces. All the offices on

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the *north* side, however, are original, along with a small toilet that retains all its original tile and fixtures.

Sixth Floor

The elevator lobby and most of the partitions on the sixth floor are original, with minor revisions in 1984. The space that was originally a community assembly room is now dedicated to the courthouse server, with a portion of the room elevated on a raised access floor. This was a plain space, without wainscots or ceiling ornament. The original terrazzo floors remain, along with the plaster walls. A suspended ceiling is in place throughout the floor.

Seventh Floor

The seventh floor was unfinished space in 1932 except for the elevator lobby and a couple of offices in the northeast quadrant. The floor was partially built out over time and then completely gutted and rebuilt in 1984. The original elevator lobby remains, and the floor, wainscot, and ceilings are in good condition.

Floors Eight through Fourteen

The original jail functioned in the upper floors of the 1932 building (floors 8-13). The jail floors were built out over a period of time, as jail needs increased. It has been abandoned since 1981, when the Annex jail was built.

Currently, the eighth floor is mechanical space; the ninth floor retains jail cells, and the tenth through thirteenth floors are used as storage by the different county departments. The jail cells have been completely or partially removed on floors ten through thirteen. The paint is peeling throughout, most of it is rusted and several of the jail doors are sealed shut. The bunk beds, toilet and lavatory units, the steel partitions, gates, etc., are all in fair to poor condition. The locks are disabled and the plumbing piping was removed.

Some of the cells have the original prisoner artwork that is in good condition, but would need cleaning and conservation.

*Much of the original window hardware (ganging arms and operating wheels for banks of awning windows) was removed during Phase 3 of the restoration, and stored by the County for future re-installation (see window description for more information on the windows).* Most of the floor is bare concrete, in fair shape, as the jail equipment removal has left spaces that need to be filled in and evened out. In the 13<sup>th</sup> floor traces of original floor finish were found, in poor condition, and need repair / restoration.

The fourteenth floor is mechanical space containing elevator equipment. The concrete structure is completely exposed here.

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Doors

There are several styles of the original 1932 doors. The courtroom doors vary by courtroom. The 317<sup>th</sup> and 60<sup>th</sup> district courtrooms both boast a pair of 3' double swing doors with a large transom. The doors are wood with walnut stile, rail and molded wood panels and a clear glass viewing window adorned by a metal grill. There is padded leather and nickel embellishment on the panels on the courtroom side of the doors. The transom also has a decorative metal grill over the clear glass. The doors are in good condition with some wear and tear on the leather. The wood frame is in fair condition. The 58<sup>th</sup> district courtroom pair of 30" double swinging doors is flush wood with clear glass, vertically elongated, octagonal viewing windows. A decorative metal grill covers the clear glass transom. The doors are surrounded by a carved and molded fluted wood ornament. The doors are in fair condition with several scratches. The commissioner's courtroom on the fourth floor features a pair of 30" flush wood panel doors with a metal grill decorated clear glass window. There is a vertically grained veneering of center-matched walnut through the center of each door. An obscured glass transom reads "Commissioners Court". The doors are in fair condition with several scratches. The old commissioner's court room on the fifth floor has a pair of 30" oak stile and rail doors with a full panel of partially obscured and partially clear glass with vertical etched decorative stripes. The doors are in good condition.

The aluminum historic elevator doors were removed from the elevators, but three pairs of them are on display and in good condition. The current elevator doors (from the 1984 renovations) throughout all the floors are in good condition. There are historic decorative Benedict nickel doors leading to the main stair at the first and second floors. The first floor door is in fair condition and the second floor door is in good condition.

Most of the historic doors in the corridors that lead into offices are 38" wood doors with an obscure glass panel on top and a wood panel on bottom. They typically have a transom above them. These doors are for the most part in good condition, but the majority of the transoms has been painted over with brown paint and/or is above the dropped ceilings. There are three pairs of sliding decorative metal grill doors in an 8' frame on the first floor. These doors are in fair condition. Flush panel oak doors are used throughout for closets and in less prominent locations. These doors are mostly in good and some in fair condition. There are approximately five historic steel 2' wide vault doors in the basement that are in good condition with the exception of the combination locks being difficult to open.

Doors used in the 1984 renovations were 1 3/4" solid core, flush panel oak doors with a stained and varnished finish, 1 3/4" medium stile clear anodized aluminum doors, and 1 3/4" flush hollow metal doors. The 1982 drawings indicate which doors were to be relocated from a demolished location. The door details and trim profiles were designed to mimic the historic details. An imprint stamp reading "1983" was called out to be placed on new trim and wood doors. Obscure glass panels in new doors were to be relocated from elsewhere in the building. Most of the doors are in good condition.

The three original Benedict nickel entrance doors were replaced with aluminum and glass doors in the 1960's. There is a vertical historic door pull added to the horizontal pulls on each door. The doors and frames are in fair condition.

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Hardware

The 1932 interior door hardware is Benedict nickel, full mortise type, with a flat round knob and round-tipped hinges. A large percentage of 1932 doors retain the original hardware and are in good condition. On many of the original doors, there are art deco styled hardware including push panels, knobs & plates, mail slots and handles, most of which are in good condition. Some historic closers remain in use. Many of the 1932 door transoms retain the original operating hardware (partially painted over).

Interior door hardware in the 1984 renovation was brushed aluminum, with a flat-round knob or flat-faced rounded rectangular knob, and flat topped hinges. Most of the 1984 door hardware is in good condition.

Wood Trim

Wood baseboards and door and window trim in original areas are medium-tone stained oak. Base and sills in numerous areas have substantial termite damage and must be replaced. Wood base and door and window trim in areas that were renovated in 1984 were milled to match the original woodwork profiles. It is thus frequently difficult to distinguish between historic and non-historic woodwork. Door trim from the 1984 work is embossed just above the plinth block with a date stamp.

Stairs

The two side stairs that rise from the basement to the second floor are in good condition. They have marble treads, risers and landings. There are a few minor chunks broken off of the marble on a couple of the treads. Currently there are brass pipe hand rails (non-original) in a few of the stair runs; otherwise there are a few scattered original oak handrails.

The 1984 fire stair is a pre-fab steel stair with cement treads and standard pipe handrail. It is nearly untouched and in good condition.

Furniture

Large quantities of original courthouse furniture exist in the building, including jury chairs, leather judge's chairs and chaise lounges, wood courtroom benches and rails, aluminum consoles and check counter, wood office chairs, desks, tables, benches, and costumers (coat racks). The original drawings include details of all of the furnishings, which were custom made to conform to the stylistic unity of the courthouse. Most of the pieces are in good condition, *though long overdue for cleaning and surface refinishing*. The pieces are dispersed throughout offices, courtrooms and corridors of the entire building. There are also a number of historic pieces scattered about in storage, mechanical rooms, etc.

Lighting

There are original decorative ceiling-mounted and pendant light fixtures throughout the building in the corridors, stairwells, lobbies, and courtrooms. Many of the fixtures are repeated

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throughout the building, but there are also a few unique ones. The original chandeliers are in good condition, many having been substantially rehabilitated in the 1984 work. There are a few glass panels missing or broken.

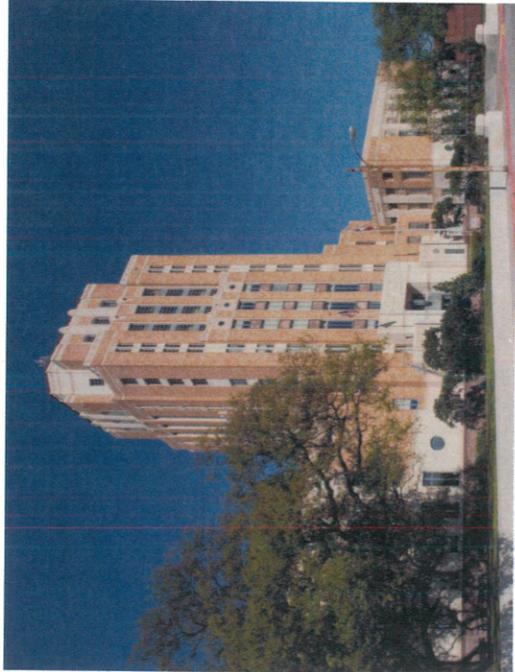
Smaller decorative sconces are scattered throughout the main stairwell, where they have not been replaced by modern fixtures. A few of these fixtures are either broken or the bulbs are burned out. There is an exterior light fixture above the front entrance that is in fair condition as it is missing some of the glass panels. There are historic lighted signs throughout the building signifying stairways, courtrooms, tax offices, and restrooms. Many of these are in good condition.

There is non-original suspended acoustical ceiling throughout most of the offices that have a grid of 2'x4' or 2'x2' fluorescent fixtures that are mostly in good condition. There are recessed high hats throughout most of the courtroom ceilings, inserted into the historic ceilings to improve light levels.

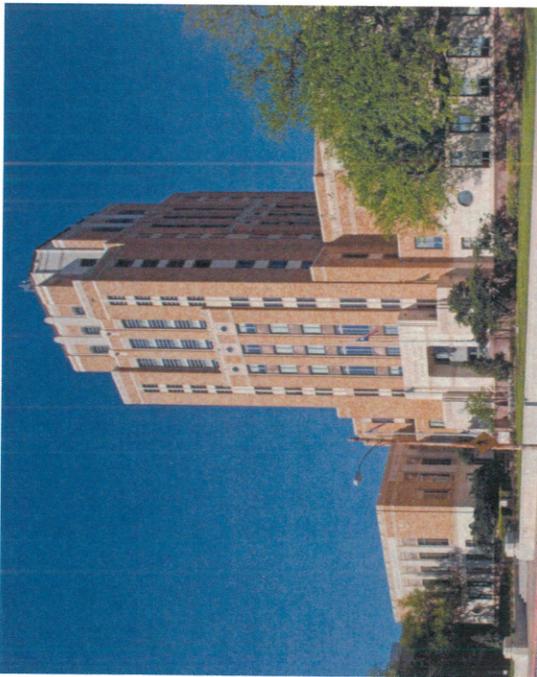
### Jefferson County Courthouse - Phase 5 THC Grant Application 2014, Exhibit B 2.c Exterior Photos



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Photo taken 2012:03:23



After Masonry Restoration Ph. 3 02 Mar '12 JCCH b  
Photo taken 2012:03:23

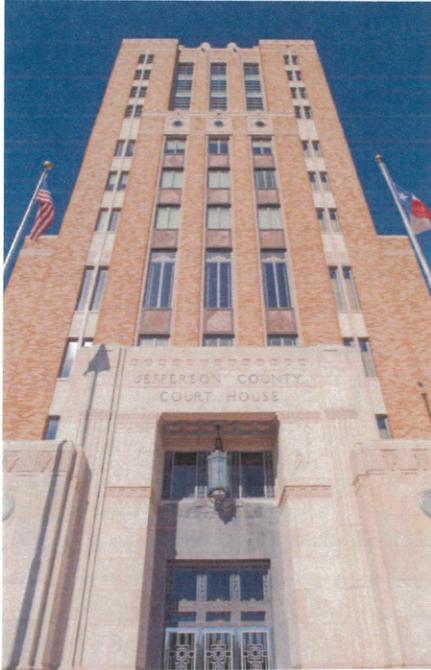


After Masonry Restoration Ph. 3 03 Mar '12 JCCH c  
Photo taken 2012:03:23



After Masonry Restoration Ph. 3 04 Mar '12 JCCH d  
Photo taken 2012:03:23

### Jefferson County Courthouse - Phase 5 THC Grant Application 2014, Exhibit B 2.c Exterior Photos



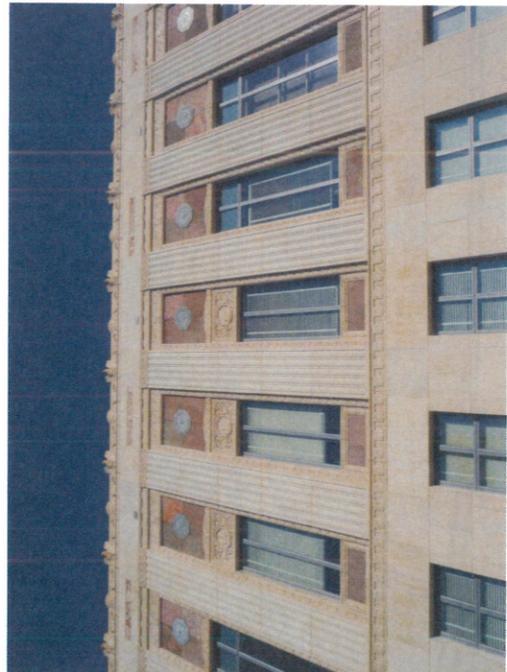
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After Masonry Restoration Ph. 3 06 Mar '12 JCCH f  
Photo taken 2012:03:23



After Masonry Restoration Ph. 3 07 Mar '12 JCCH g  
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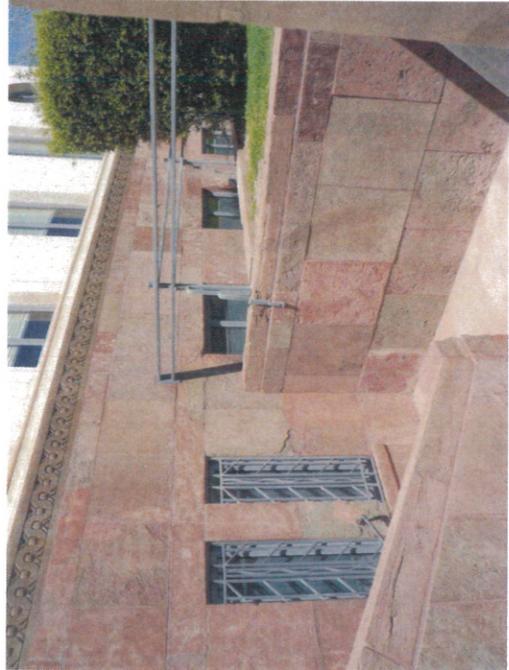


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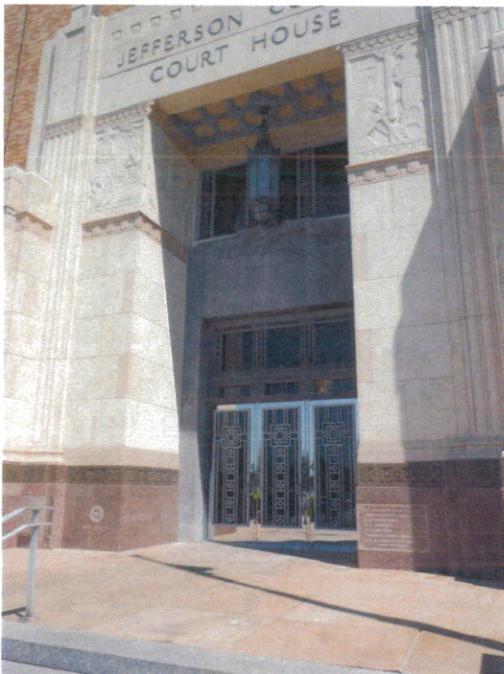
### Jefferson County Courthouse - Phase 5 THC Grant Application 2014, Exhibit B 2.c Exterior Photos



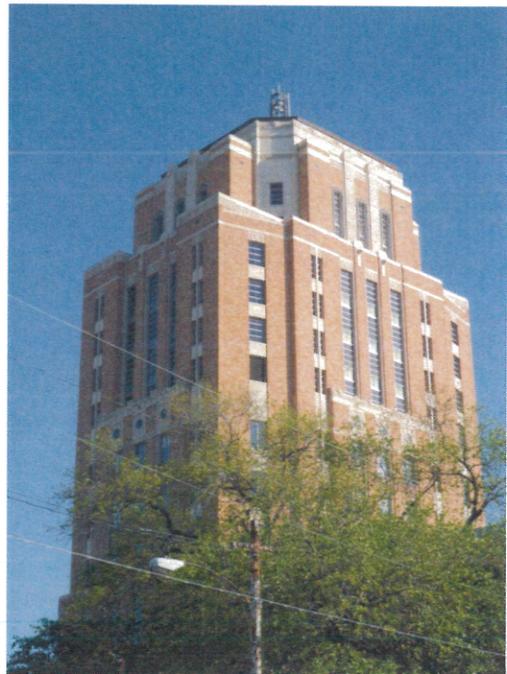
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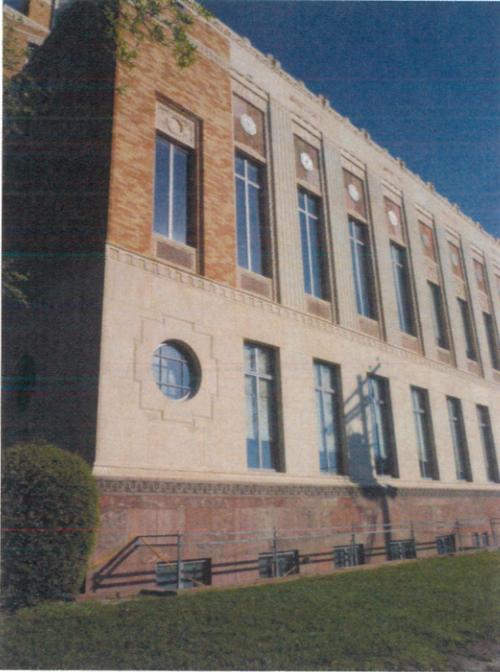


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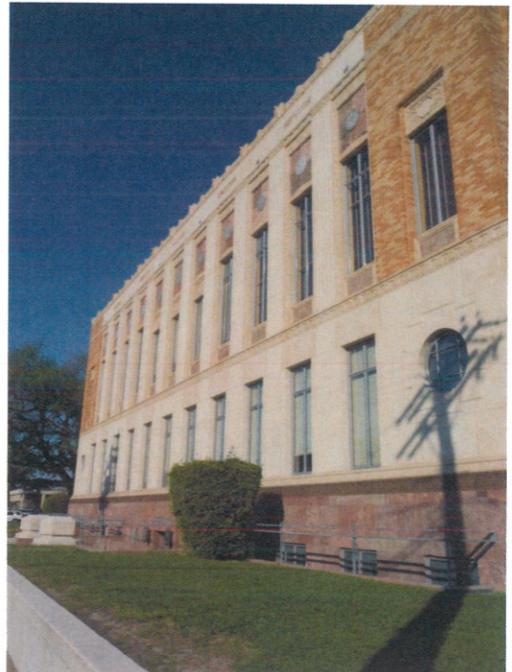


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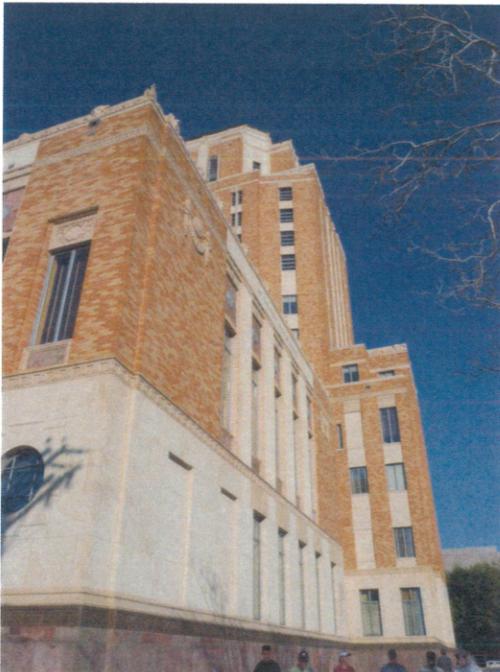
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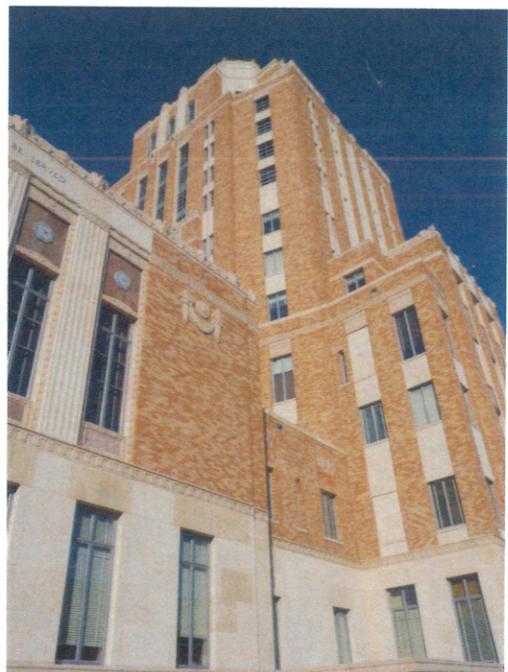
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After Masonry Restoration Ph. 3 16 Mar '12 P1050340  
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THC Grant Application 2014, Exhibit B 2.c Exterior Photos



After Masonry Restoration Ph. 3 17 Mar '12 P1050341  
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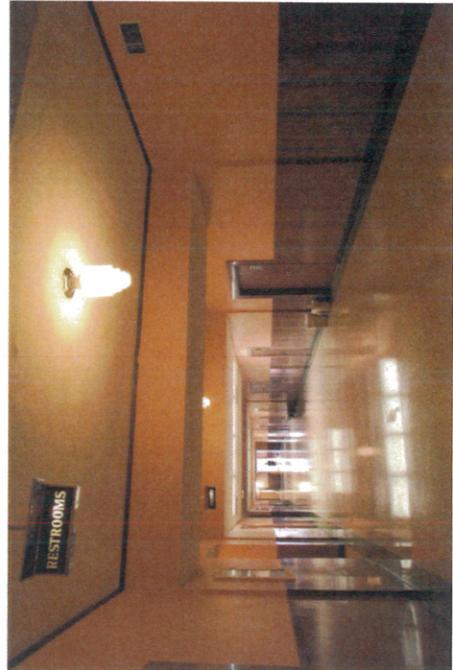


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Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



After Masonry Restoration Ph. 3 001-EAST END  
Photo taken 2007:06:11



After Masonry Restoration Ph. 3 001-WEST END  
Photo taken 2007:06:11



After Masonry Restoration Ph. 3 023-01 Restroom tile  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 023-02 Restroom tile  
Photo taken 2007:06:19

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



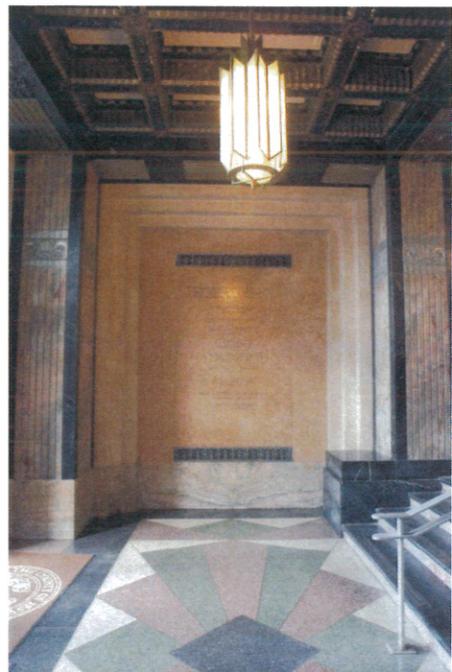
After Masonry Restoration Ph. 3 023-03 Restroom tile damage



After Masonry Restoration Ph. 3 060-TOILET  
Photo taken 2007:06:18



After Masonry Restoration Ph. 3 062-STORAGE-02  
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After Masonry Restoration Ph. 3 101 -  
Photo taken 2007:06:18

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THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



After Masonry Restoration Ph. 3 101 - COFFERED  
CEILING



After Masonry Restoration Ph. 3 102 -  
Photo taken 2007:03:27



After Masonry Restoration Ph. 3 102 - HISTORIC  
CONSOLE



After Masonry Restoration Ph. 3 103 - THC AWARDS  
DISPLAY

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THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



After Masonry Restoration Ph. 3 104 - EMBEDDED  
MEDALLION



After Masonry Restoration Ph. 3 135 -  
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After Masonry Restoration Ph. 3 141 -  
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After Masonry Restoration Ph. 3 150 -  
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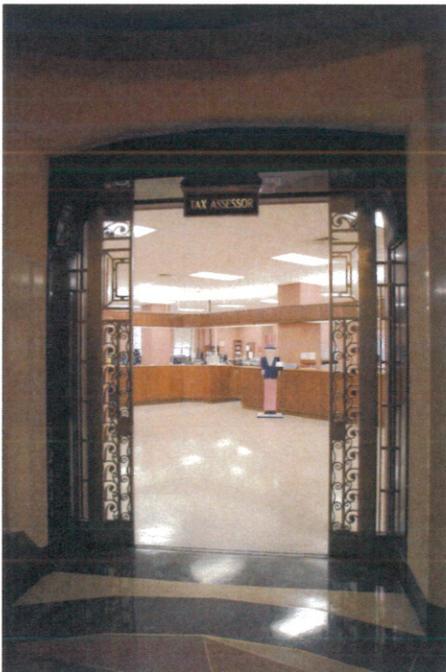
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



After Masonry Restoration Ph. 3 161 -  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 161 - HISTORIC  
PENDANT



After Masonry Restoration Ph. 3 162 - Entrance  
Photo taken 2007:06:11



After Masonry Restoration Ph. 3 162 - HIST  
Photo taken 2007:06:18

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After Masonry Restoration Ph. 3 162 - WAITING AREA  
Photo taken 2007:06:11



After Masonry Restoration Ph. 3 163 -  
Photo taken 2007:06:18



After Masonry Restoration Ph. 3 164 - HIST.MOLDED  
PLASTER CEILING

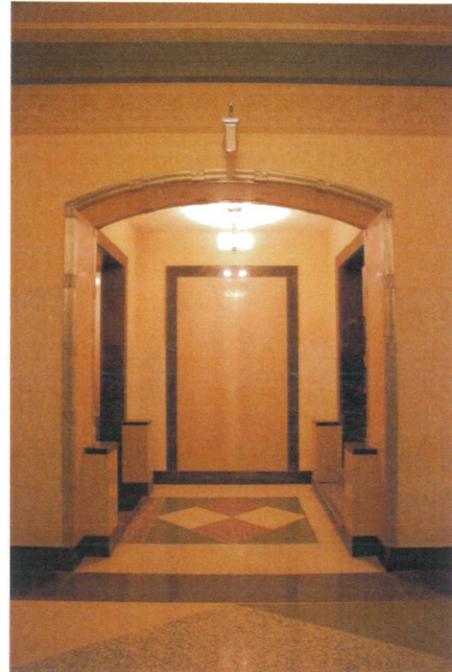


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Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



After Masonry Restoration Ph. 3 150-HIST. CERAMIC  
TILE AND PARTITIONS



After Masonry Restoration Ph. 3 160 -  
Photo taken 2007:06:18



After Masonry Restoration Ph. 3 160 - TERRAZZO  
PATTERN

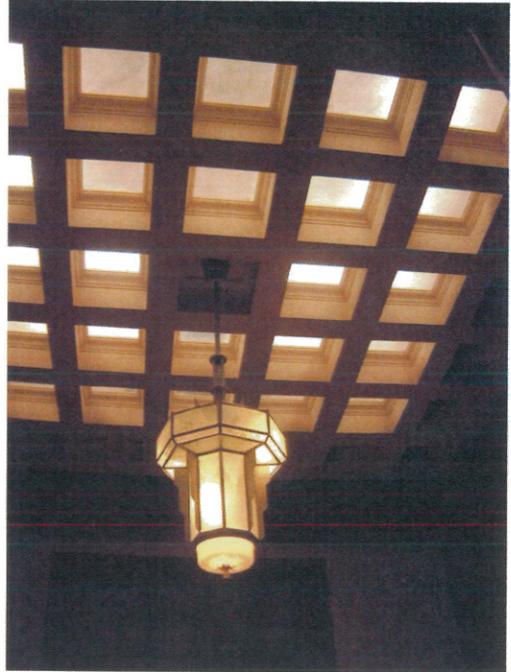


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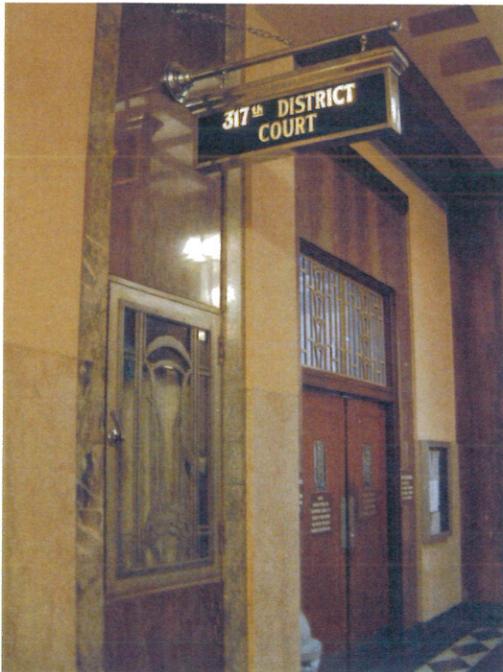
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



After Masonry Restoration Ph. 3 218-01  
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After Masonry Restoration Ph. 3 225 COVERED  
SKYLIGHT



After Masonry Restoration Ph. 3 225 HIST.FIRE HOSE  
CABINET

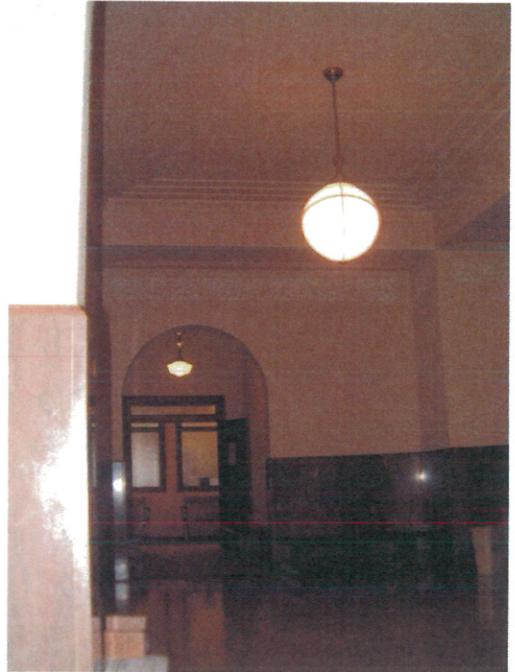


After Masonry Restoration Ph. 3 225 JEFFERSON CCH  
06.25-27.07 (44)

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



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After Masonry Restoration Ph. 3 401 PHOTO 025  
Photo taken 2007:06:12

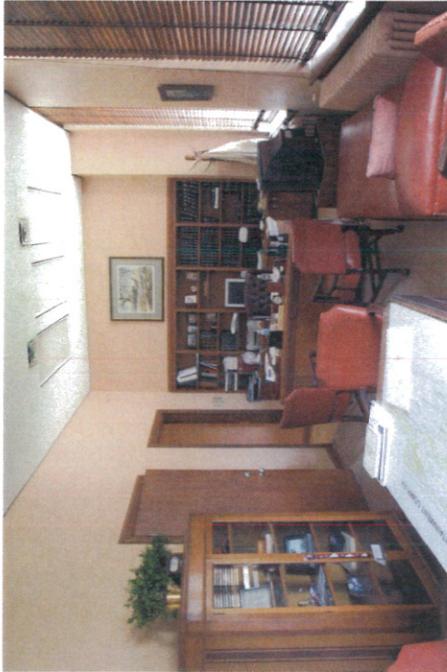


After Masonry Restoration Ph. 3 401 PHOTO 090  
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After Masonry Restoration Ph. 3 404 01  
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Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Corridors, Lobbies, etc.



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Photo taken 2007:06:20



After Masonry Restoration Ph. 3 4th PHOTO 028  
Photo taken 2007:06:12

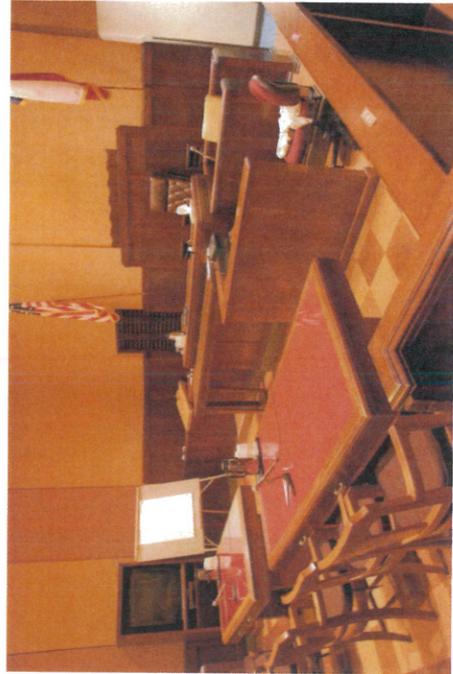


After Masonry Restoration Ph. 3 4th PHOTO 029  
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Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



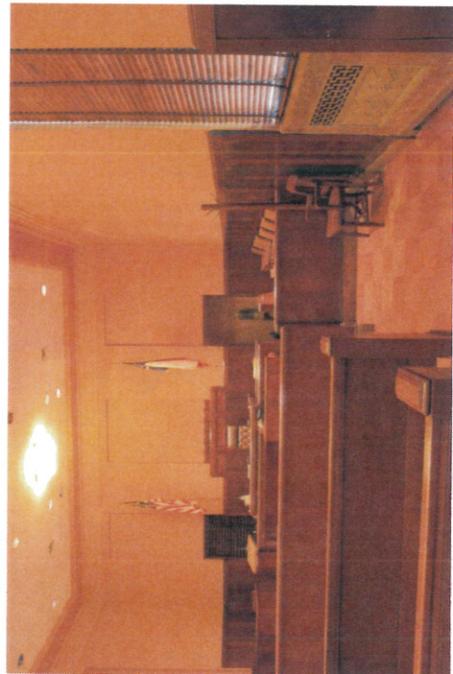
After Masonry Restoration Ph. 3 216-County Court at  
Law 01



After Masonry Restoration Ph. 3 216-County Court at  
Law 02



After Masonry Restoration Ph. 3 216-County Court at  
Law 03



After Masonry Restoration Ph. 3 216-County Court at  
Law 05

### Jefferson County Courthouse - Phase 5 THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



After Masonry Restoration Ph. 3 219-58th District Civil Court 01



After Masonry Restoration Ph. 3 219-58th District Civil Court 02



After Masonry Restoration Ph. 3 219-58th District Civil Court 03



After Masonry Restoration Ph. 3 219-58th District Civil Court 04

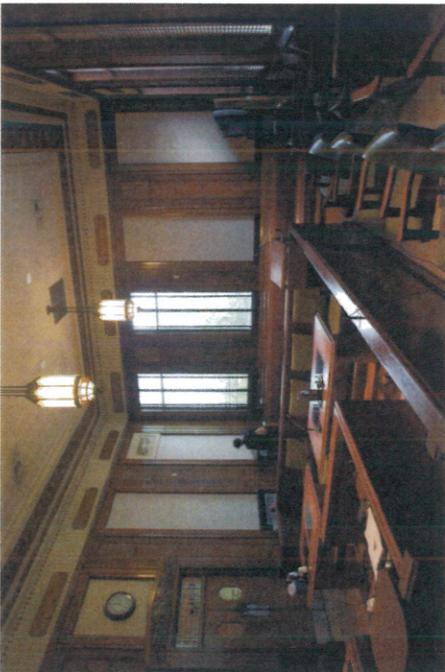
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



After Masonry Restoration Ph. 3 219-58th District Civil  
Court 05



After Masonry Restoration Ph. 3 219-58th District Civil  
Court 06



After Masonry Restoration Ph. 3 219-58th District Civil  
Court 07

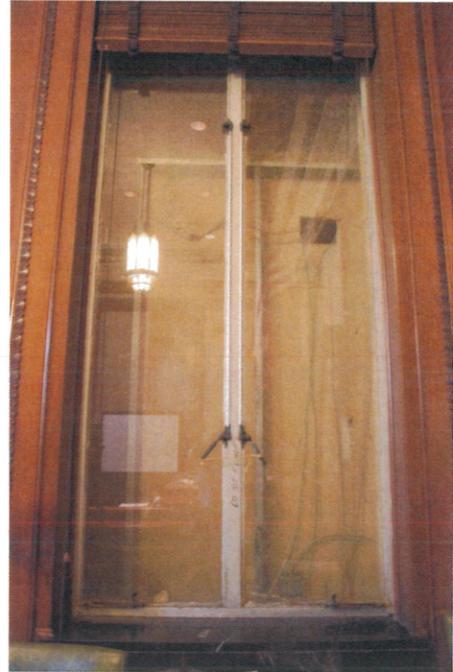


After Masonry Restoration Ph. 3 219-58th District Civil  
Court 08

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



After Masonry Restoration Ph. 3 219-58th District Civil  
Court 09



After Masonry Restoration Ph. 3 219-58th District Civil  
Court 10



After Masonry Restoration Ph. 3 219-58th District Civil  
Court 13



After Masonry Restoration Ph. 3 230-60th District Court  
01

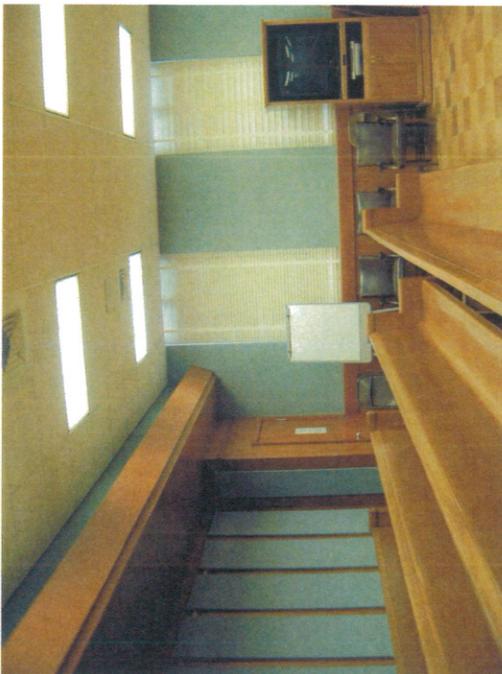
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



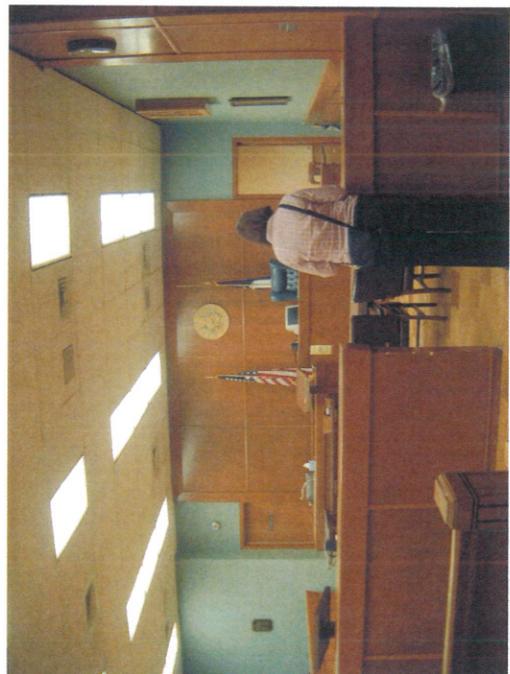
After Masonry Restoration Ph. 3 230-60th District Court  
02



After Masonry Restoration Ph. 3 230-60th District Court  
03

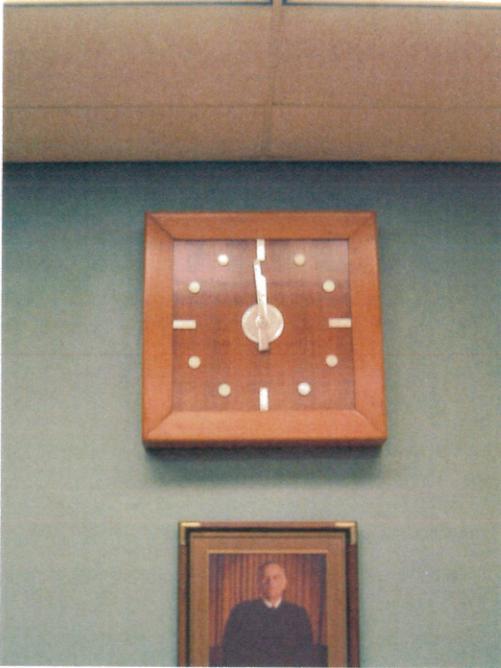


After Masonry Restoration Ph. 3 230-60th District Court  
04

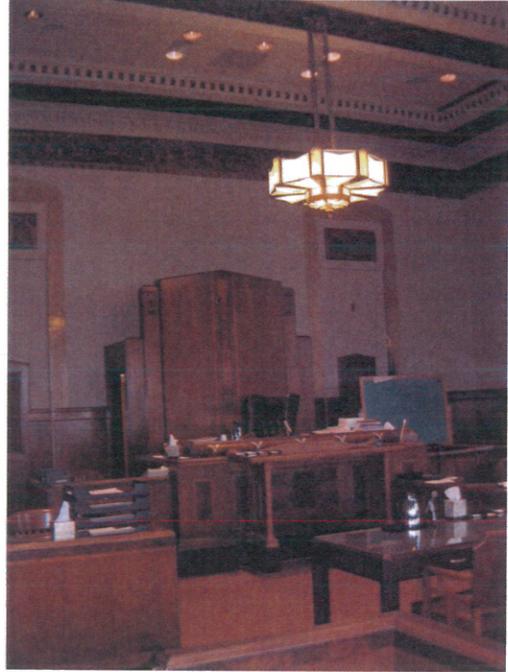


After Masonry Restoration Ph. 3 230-60th District Court  
05

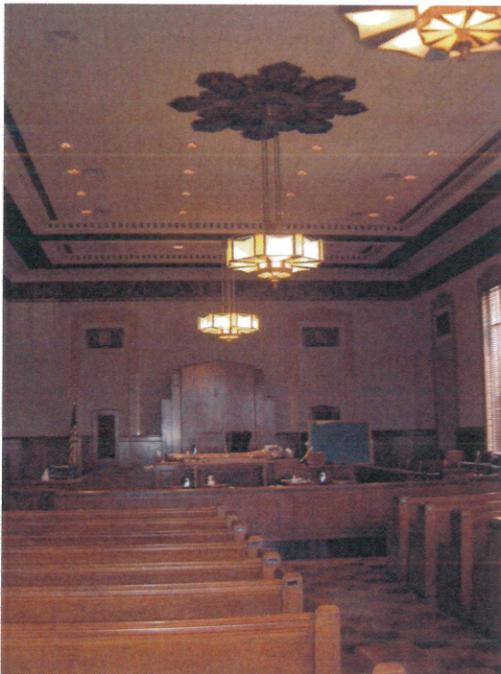
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



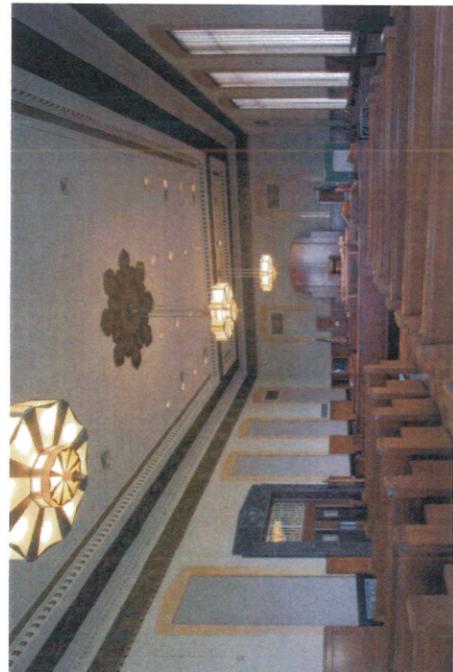
After Masonry Restoration Ph. 3 230-60th District Court  
06



After Masonry Restoration Ph. 3 260-Domestic Relations  
01



After Masonry Restoration Ph. 3 260-Domestic Relations  
02

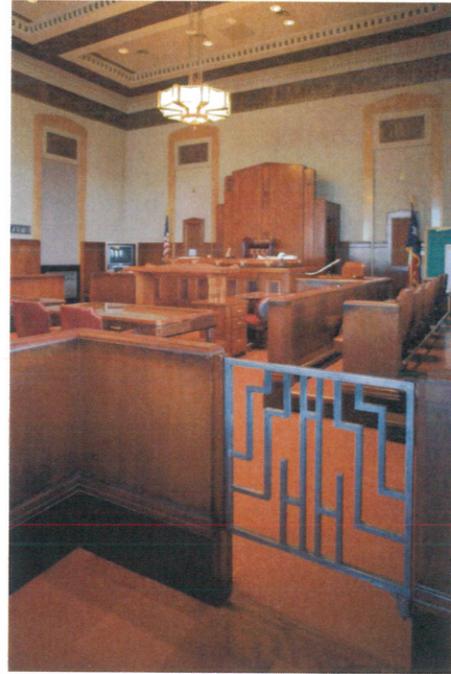


After Masonry Restoration Ph. 3 260-Domestic Relations  
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Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



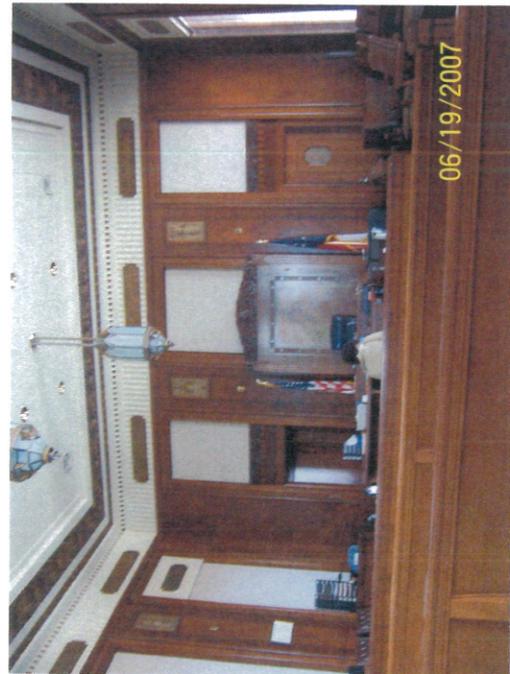
After Masonry Restoration Ph. 3 260-Domestic Relations  
09



After Masonry Restoration Ph. 3 260-Domestic Relations  
10



After Masonry Restoration Ph. 3 260-Domestic Relations  
13



After Masonry Restoration Ph. 3 269-District Court 01  
Photo taken 2007:06:19

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



After Masonry Restoration Ph. 3 269-District Court 02  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 269-District Court 03  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 269-District Court 04  
Photo taken 2007:06:19

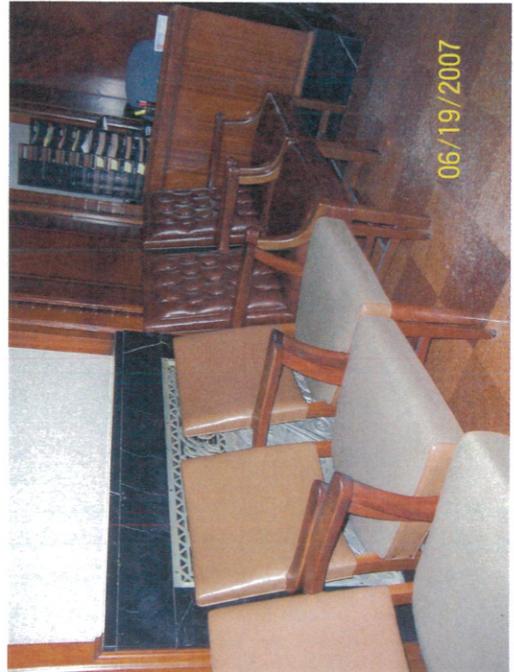


After Masonry Restoration Ph. 3 269-District Court 05  
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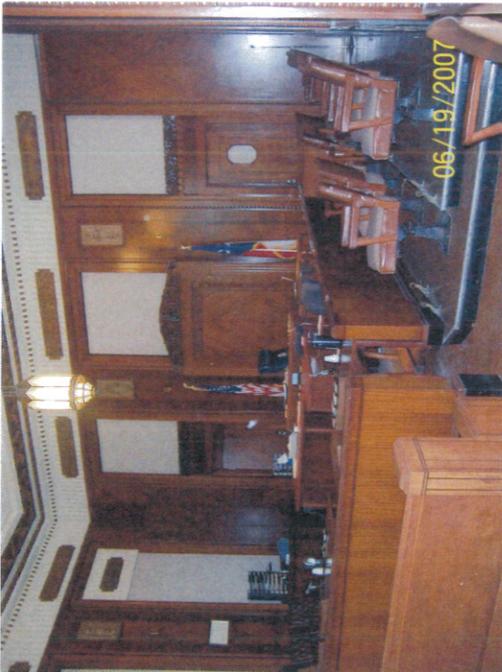
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



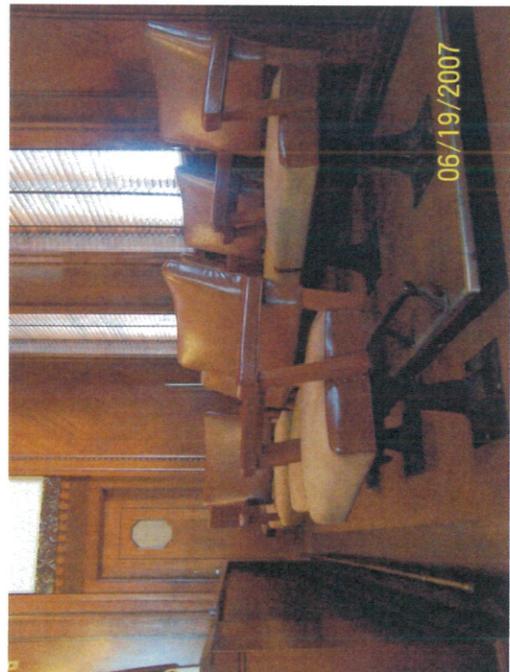
After Masonry Restoration Ph. 3 269-District Court 06  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 269-District Court 07  
Photo taken 2007:06:19

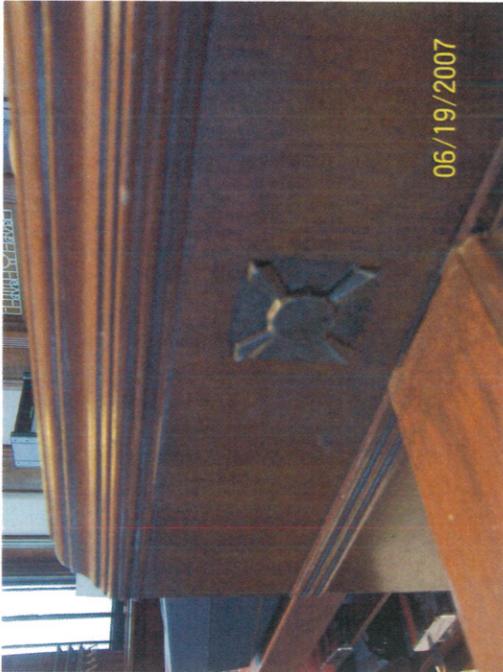


After Masonry Restoration Ph. 3 269-District Court 08  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 269-District Court 10  
Photo taken 2007:06:19

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



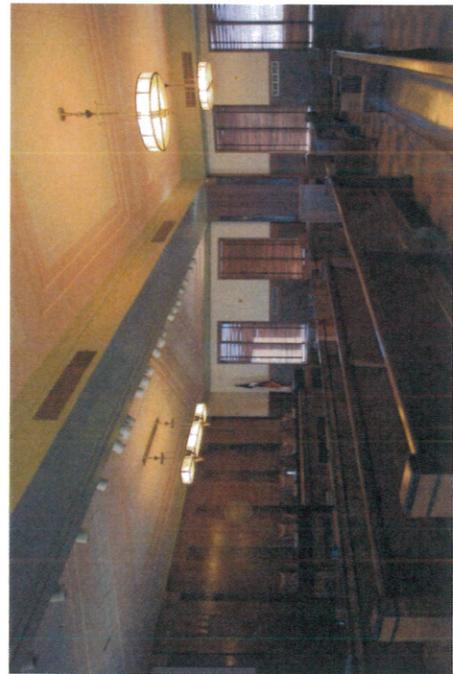
After Masonry Restoration Ph. 3 269-District Court 12  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 436 10  
Photo taken 2007:06:20

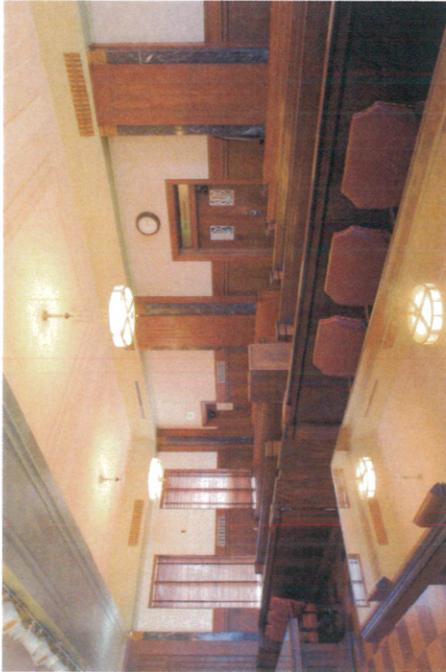


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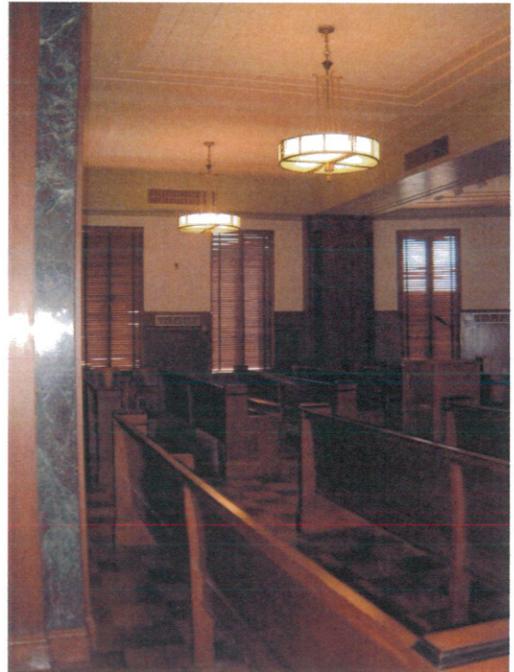


After Masonry Restoration Ph. 3 436-Commissioner's  
Court 01

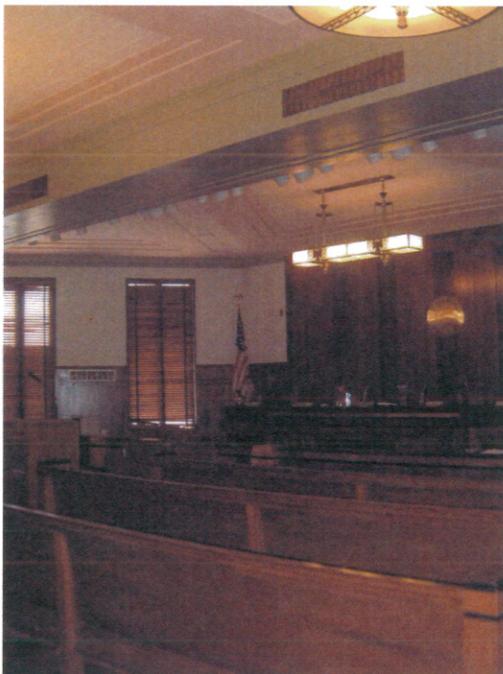
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



After Masonry Restoration Ph. 3 436-Commissioner's  
Court 03



After Masonry Restoration Ph. 3 436-Commissioner's  
Court 06



After Masonry Restoration Ph. 3 436-Commissioner's  
Court 07

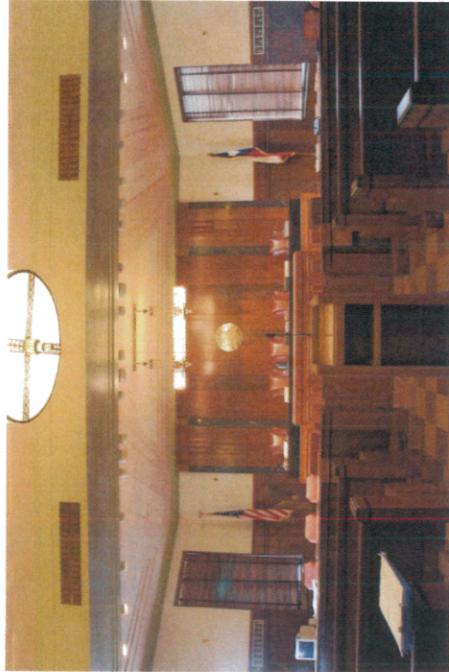


After Masonry Restoration Ph. 3 436-Commissioner's  
Court 09

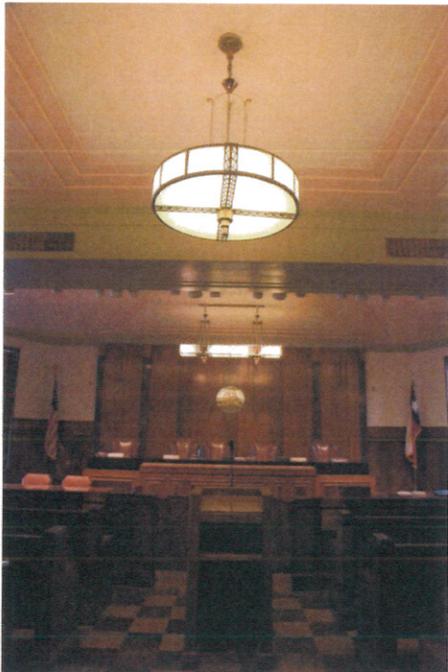
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



After Masonry Restoration Ph. 3 436-Commissioner's  
Court 10



After Masonry Restoration Ph. 3 436-Commissioner's  
Court 11



After Masonry Restoration Ph. 3 436-Commissioner's  
Court 12



After Masonry Restoration Ph. 3 436-Commissioner's  
Court 14

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



After Masonry Restoration Ph. 3 436-Commissioner's  
Court 16



After Masonry Restoration Ph. 3 506 Old Comm. Ct. - 04  
orig. doors



After Masonry Restoration Ph. 3 506 Old Comm. Ct. - 05  
orig. furniture



After Masonry Restoration Ph. 3 506 Old Comm. Ct. - 06  
orig. ceiling above

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Courtrooms



After Masonry Restoration Ph. 3 506 Old Comm. Ct. -  
HIST.CLOCK



After Masonry Restoration Ph. 3 506 Old Comm. Ct. -01  
Photo taken 2007:06:12

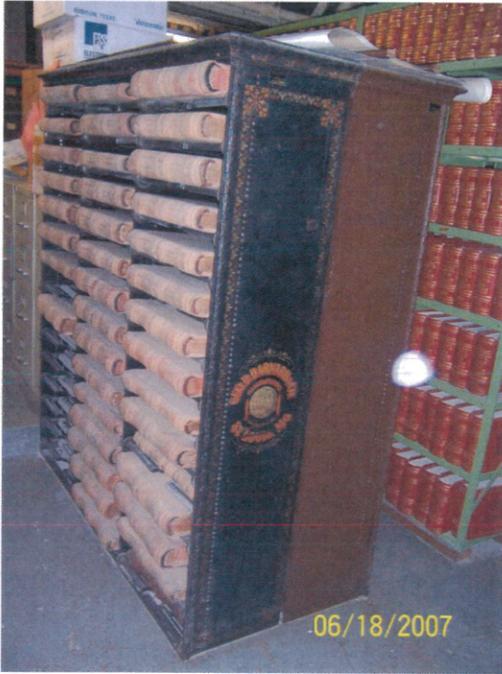


After Masonry Restoration Ph. 3 506 Old Comm. Ct. -02  
Photo taken 2007:06:12

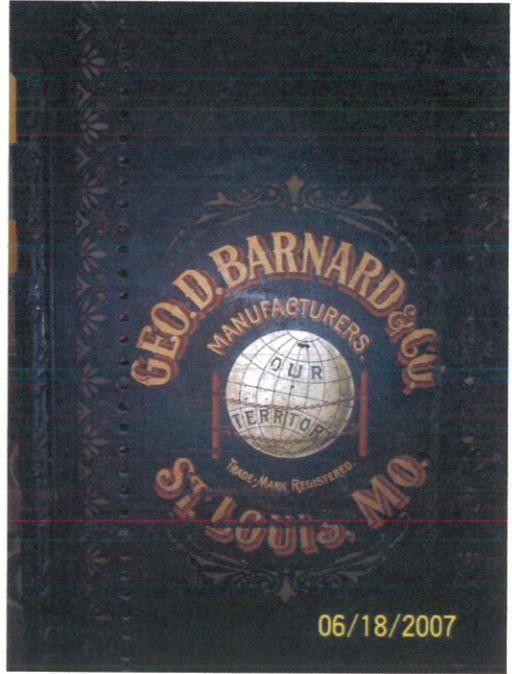


After Masonry Restoration Ph. 3 506 Old Comm. Ct. -03  
Photo taken 2007:06:12

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



After Masonry Restoration Ph. 3 065-066-067-02  
Photo taken 2007:06:18



After Masonry Restoration Ph. 3 065-066-067-03  
Photo taken 2007:06:18



After Masonry Restoration Ph. 3  
JCCH-HIST.CLOCK-012



After Masonry Restoration Ph. 3 JCCH-HIST.ELEVATOR  
DOORS-012

### Jefferson County Courthouse - Phase 5 THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



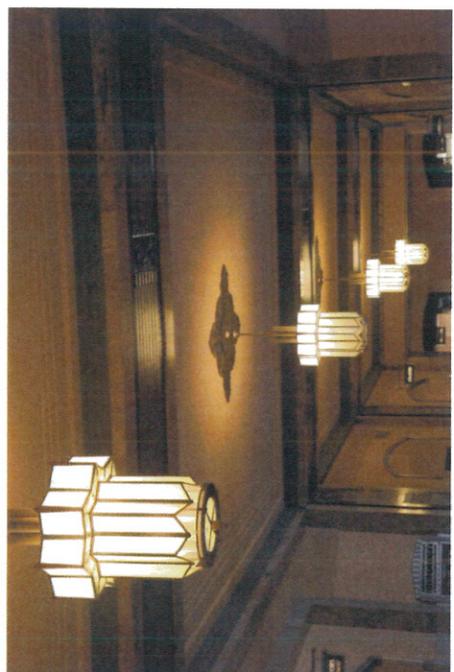
After Masonry Restoration Ph. 3 JCCH-HISTORIC BANK TABLE-162



After Masonry Restoration Ph. 3 JCCH-HISTORIC FURNITURE(2)-011



After Masonry Restoration Ph. 3 JCCH-HISTORIC FURNITURE-340



After Masonry Restoration Ph. 3 JCCH-HISTORIC PENDANTS-104

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



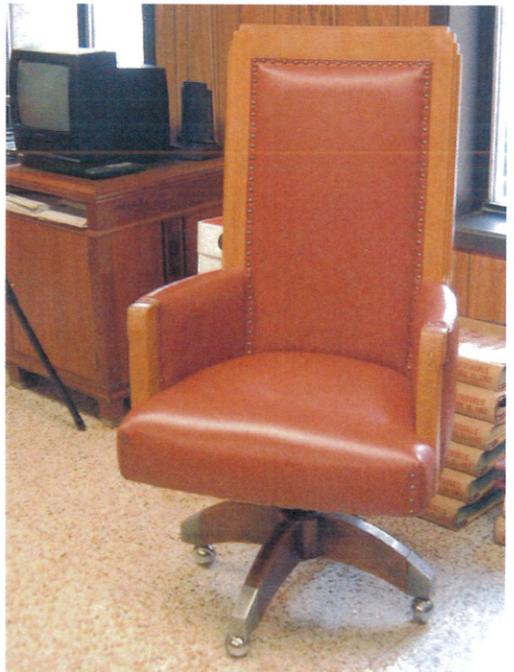
After Masonry Restoration Ph. 3 JCCH-HISTORIC S-F  
FIXTURE



After Masonry Restoration Ph. 3 JCCH-HISTORICAL  
GRILLE-012



After Masonry Restoration Ph. 3 JCCH-HISTORICAL  
ITEMS-012

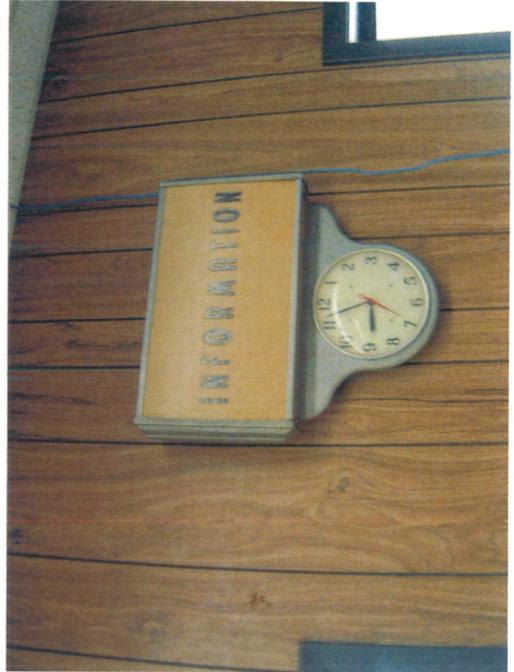


After Masonry Restoration Ph. 3 JCCH-HISTORICAL  
ITEMS-340 (0)

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



After Masonry Restoration Ph. 3 JCCH-HISTORICAL  
ITEMS-340 (2)



After Masonry Restoration Ph. 3 JCCH-HISTORICAL  
ITEMS-340



After Masonry Restoration Ph. 3 JCCH-MAIL  
CHUTE-034



After Masonry Restoration Ph. 3 JEFFERSON CCH 042  
Photo taken 2007:06:18

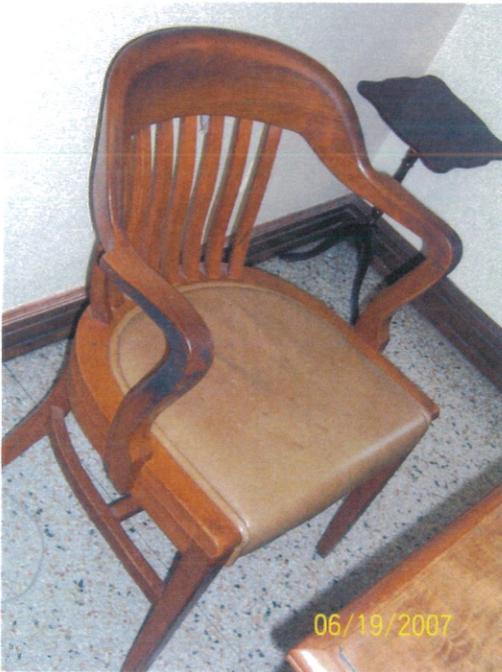
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



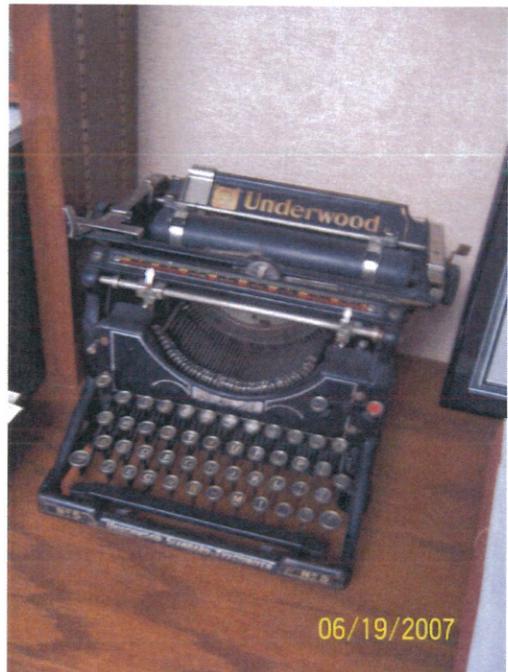
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Photo taken 2007:06:19



After Masonry Restoration Ph. 3 JEFFERSON CCH 108  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 JEFFERSON CCH 123  
Photo taken 2007:06:19

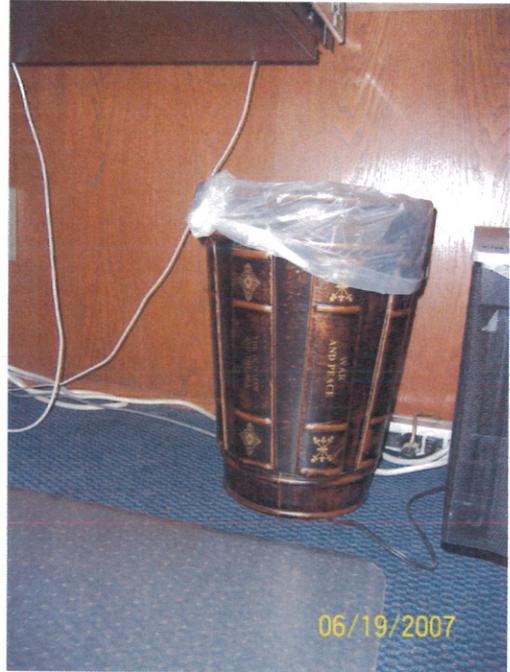


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Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



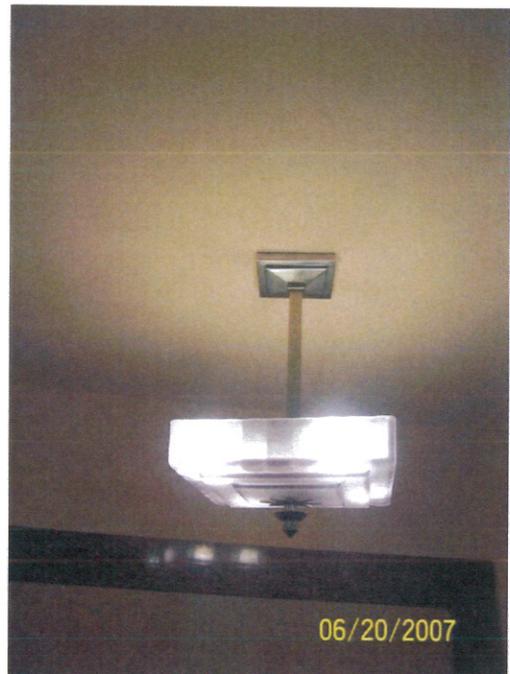
After Masonry Restoration Ph. 3 JEFFERSON CCH 170  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 JEFFERSON CCH 171  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 JEFFERSON CCH 173  
Photo taken 2007:06:19



After Masonry Restoration Ph. 3 JEFFERSON CCH 20  
JUN 07 (0)

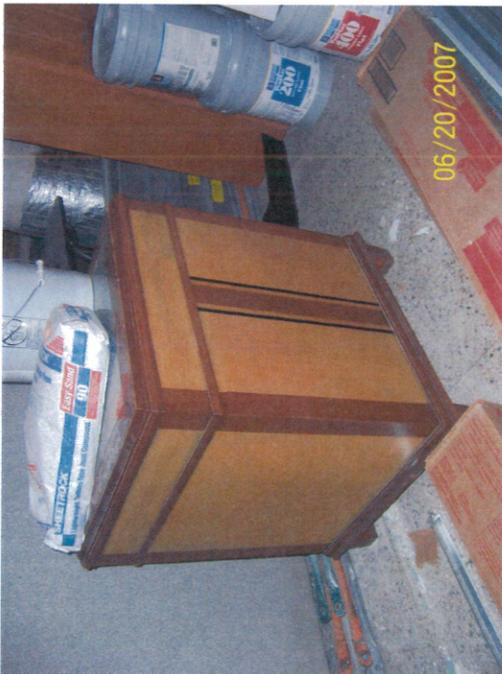
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



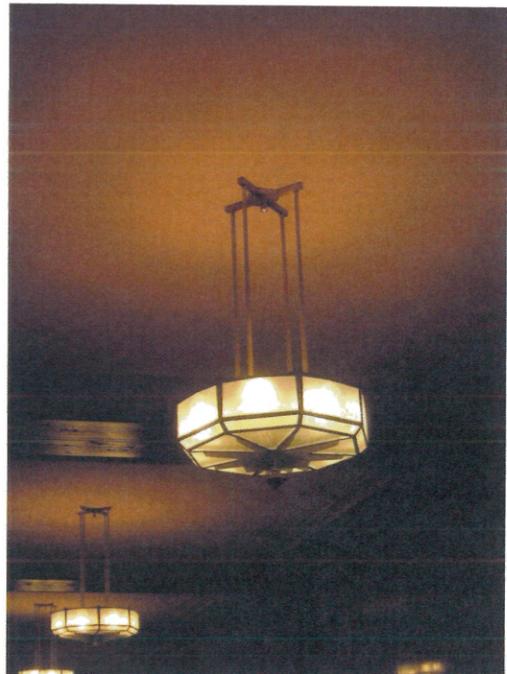
After Masonry Restoration Ph. 3 JEFFERSON CCH 20  
JUN 07 (1)



After Masonry Restoration Ph. 3 JEFFERSON CCH 20  
JUN 07 (25)

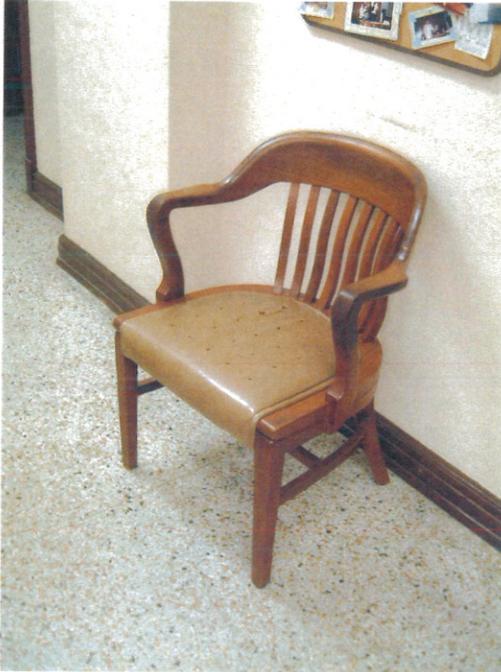


After Masonry Restoration Ph. 3 JEFFERSON CCH 20  
JUN 07 (26)



After Masonry Restoration Ph. 3 PHOTO 001  
Photo taken 2007:06:12

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



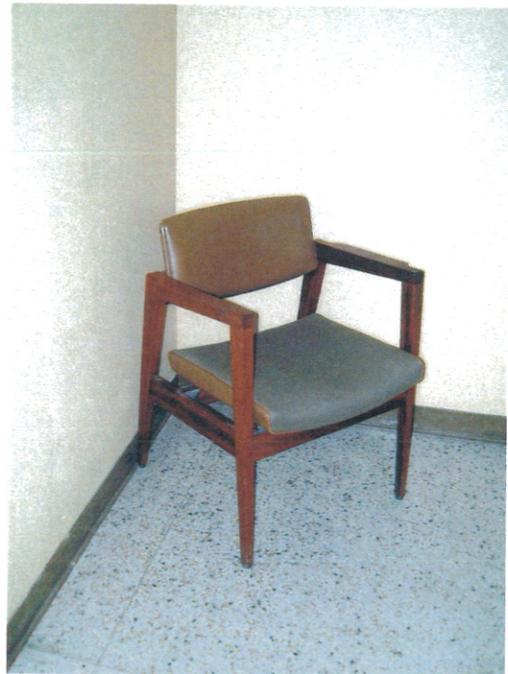
After Masonry Restoration Ph. 3 PHOTO 006  
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After Masonry Restoration Ph. 3 PHOTO 009  
Photo taken 2007:06:12



After Masonry Restoration Ph. 3 PHOTO 010  
Photo taken 2007:06:12

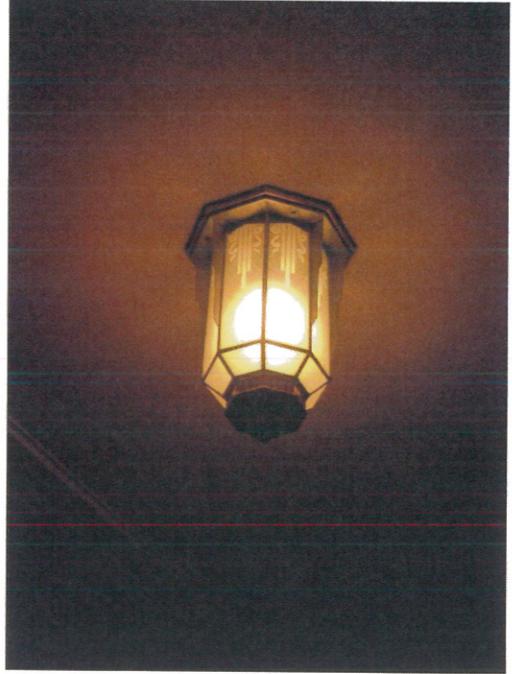


After Masonry Restoration Ph. 3 PHOTO 011  
Photo taken 2007:06:12

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Furnishings



After Masonry Restoration Ph. 3 PHOTO 013  
Photo taken 2007:06:12

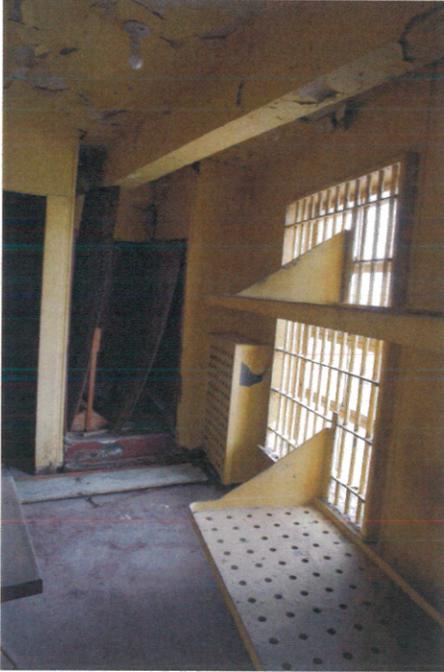


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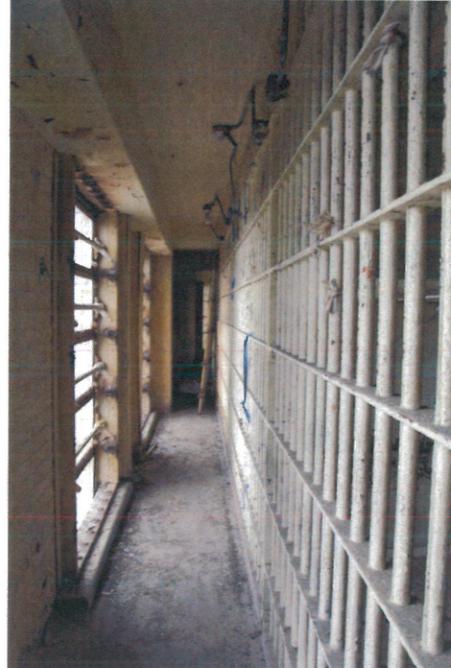


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Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Jail



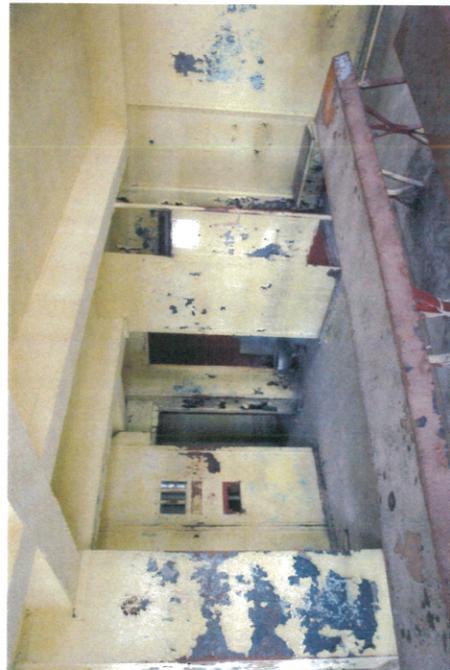
After Masonry Restoration Ph. 3 9th FLOOR-02  
Photo taken 2007:06:12



After Masonry Restoration Ph. 3 9th FLOOR-03  
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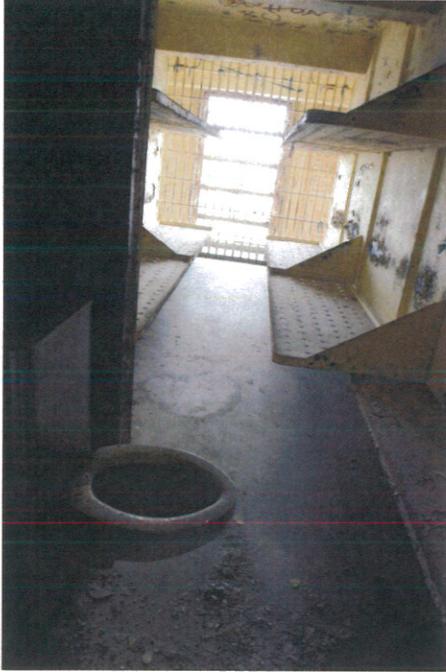


After Masonry Restoration Ph. 3 9th FLOOR-04  
Photo taken 2007:06:12



After Masonry Restoration Ph. 3 9th FLOOR-05  
Photo taken 2007:06:12

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Jail



After Masonry Restoration Ph. 3 9th FLOOR-06  
Photo taken 2007:06:12



After Masonry Restoration Ph. 3 9th FLOOR-08  
Photo taken 2007:07:10

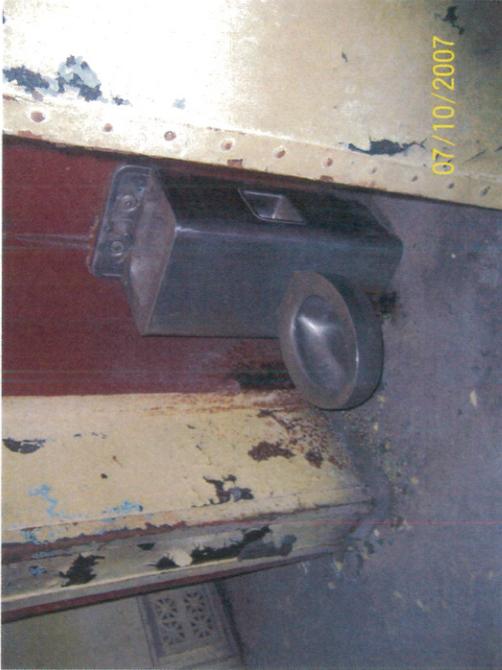


After Masonry Restoration Ph. 3 9th FLOOR-09  
Photo taken 2007:07:10



After Masonry Restoration Ph. 3 9th FLOOR-JAIL  
TOILET-LAVATORY UNIT (2)

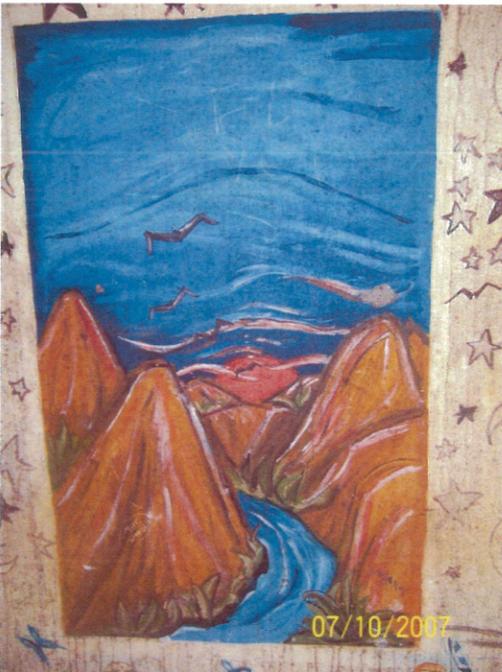
Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Jail



After Masonry Restoration Ph. 3 9th FLOOR-JAIL  
TOILET-LAVATORY UNIT



After Masonry Restoration Ph. 3 1000-Window hardware  
stored for future reinstallation

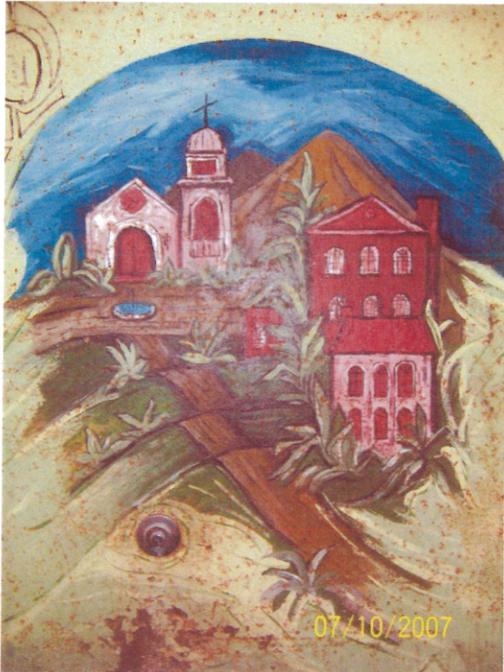


After Masonry Restoration Ph. 3 1003-PRISONER ART  
Photo taken 2007:07:10

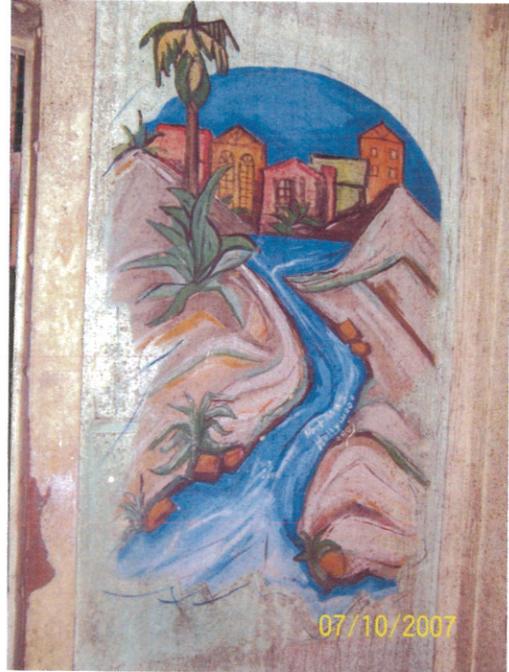


After Masonry Restoration Ph. 3 1003-PRISONER  
ART-03

Jefferson County Courthouse - Phase 5  
THC Grant Application 2014, Exhibit B 2.c Interior - Jail



After Masonry Restoration Ph. 3 1004-PRISONER ART  
Photo taken 2007:07:10



After Masonry Restoration Ph. 3 1004-PRISONER  
ART-02



After Masonry Restoration Ph. 3 1300-plumbing fixtures  
Photo taken 2007:07:10

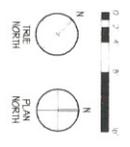
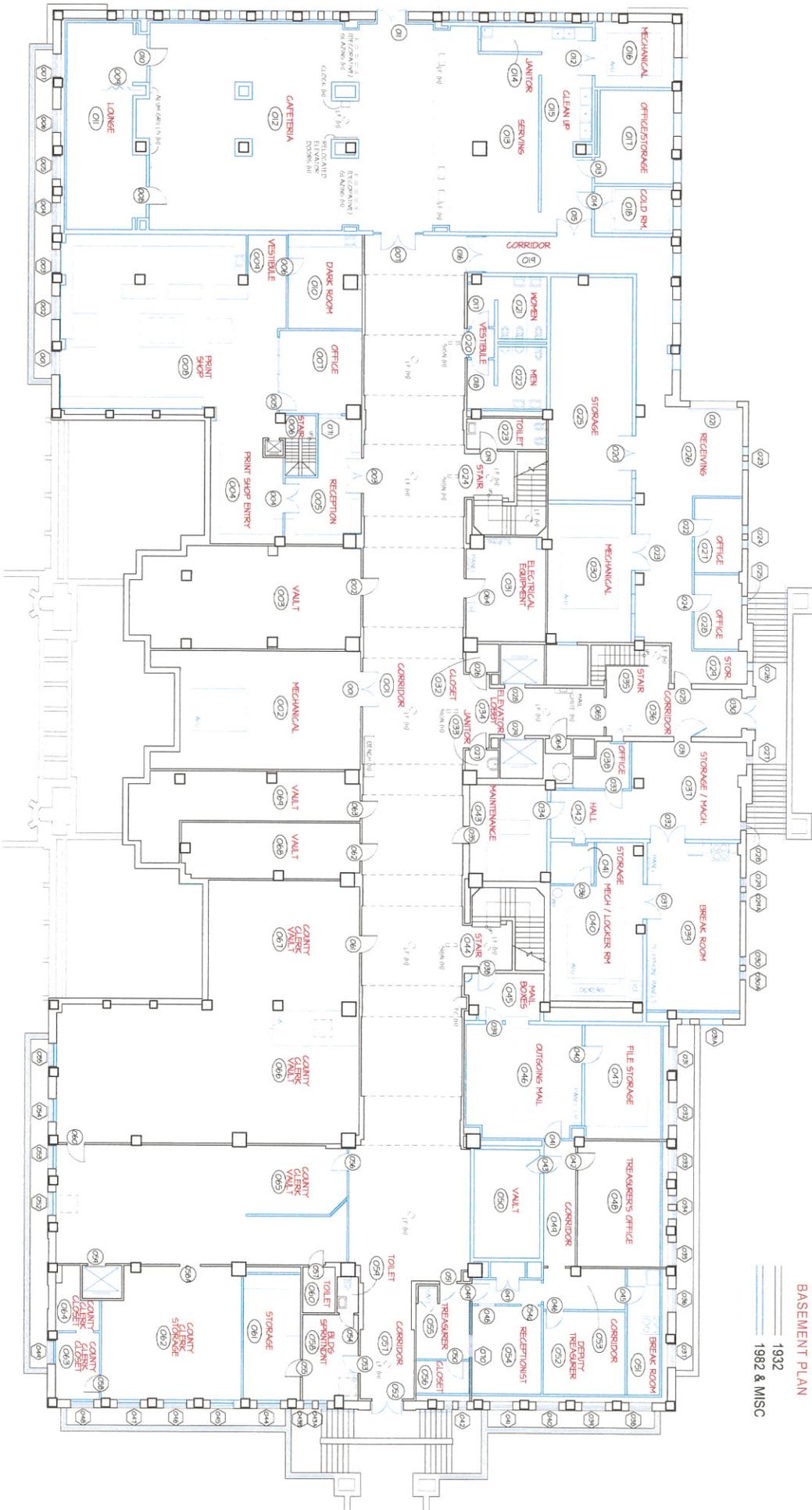


After Masonry Restoration Ph. 3 1304-HIST.  
BATHROOM

EASEMENT  
EXHIBIT C

JEFFERSON COUNTY COURTHOUSE  
HISTORIC PRESERVATION MASTER PLAN

BASEMENT PLAN  
1932  
1982 & MISC



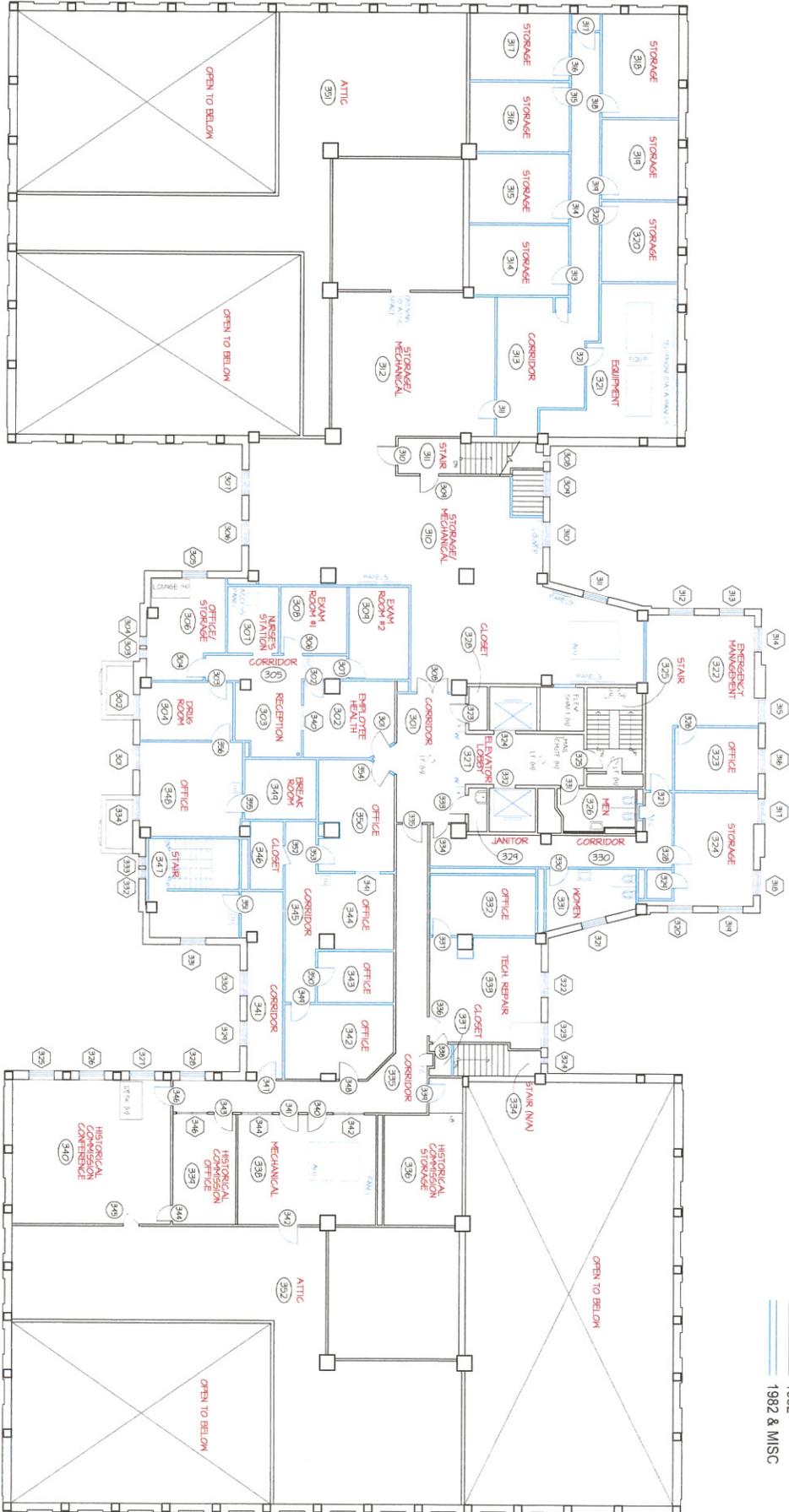
BAILEY ARCHITECTS  
HOUSTON, TEXAS 2007



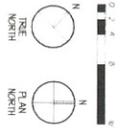


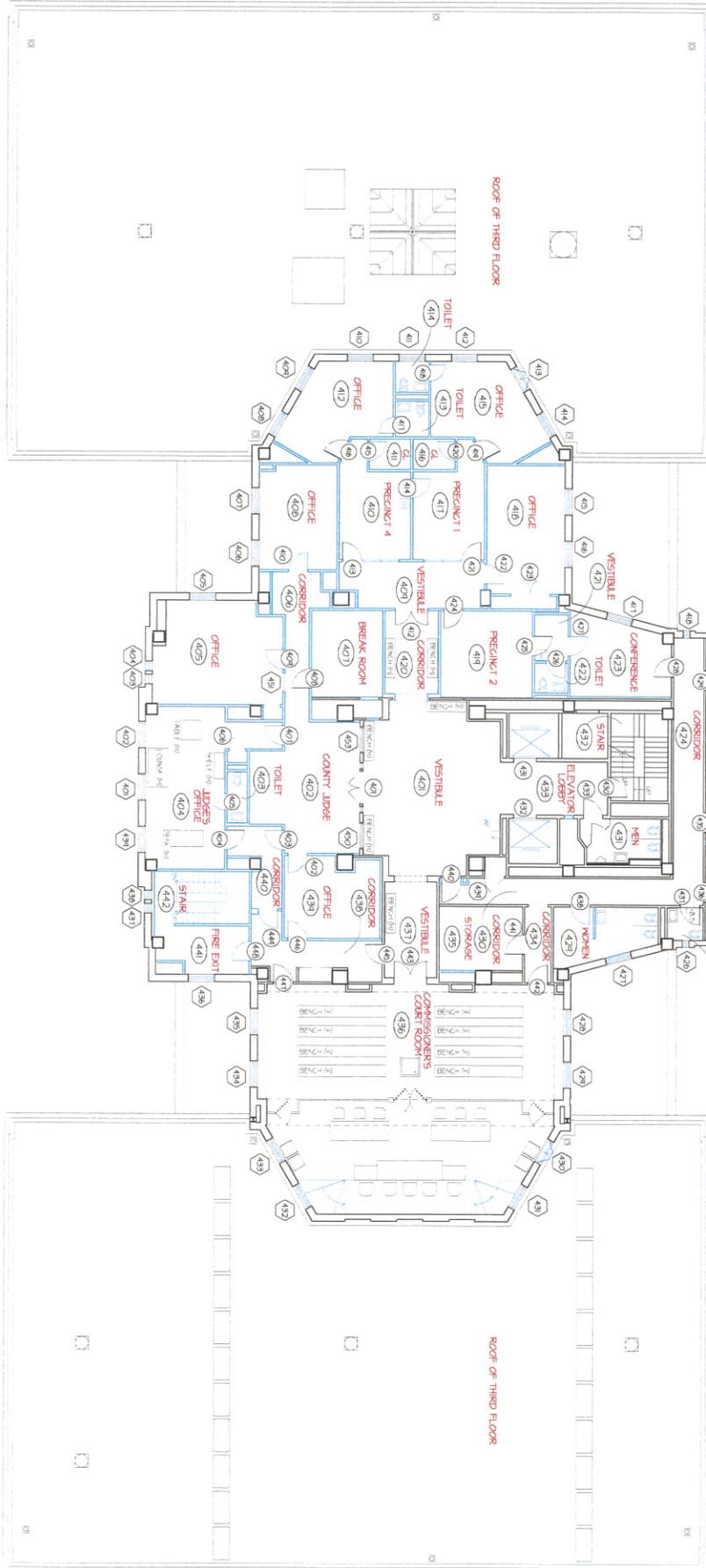
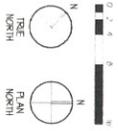
JEFFERSON COUNTY COURTHOUSE  
HISTORIC PRESERVATION MASTER PLAN

THIRD FLOOR PLAN  
1932  
1982 & MISC



BAILEY ARCHITECTS  
HOUSTON, TEXAS 2007



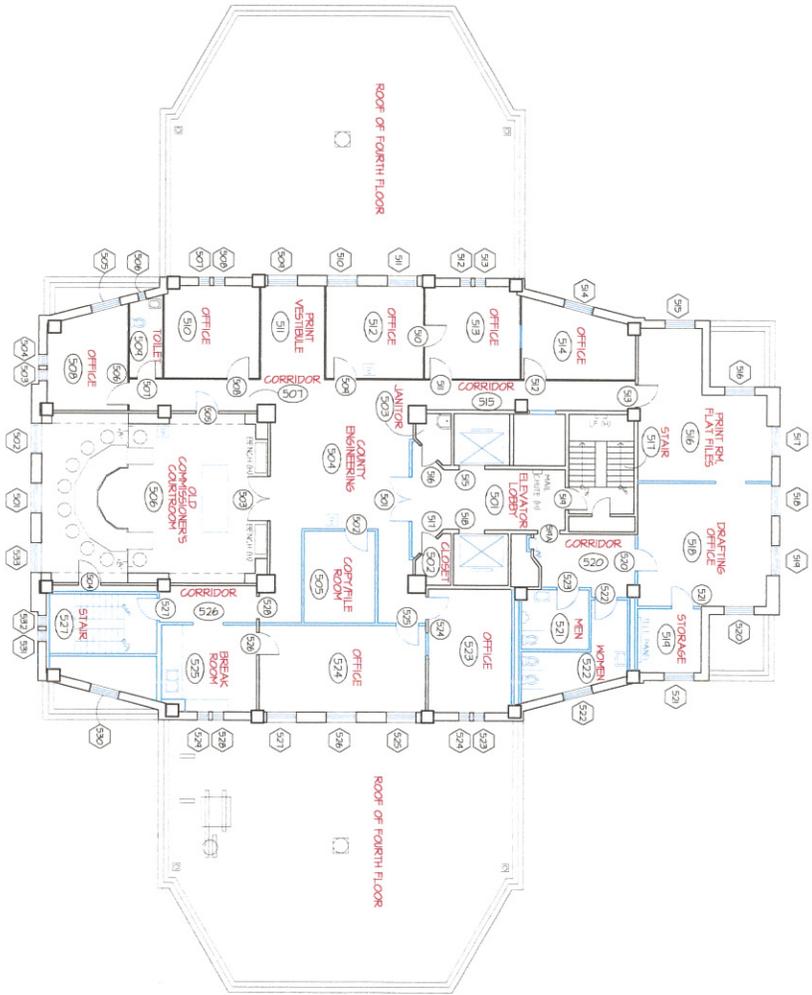
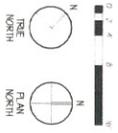


JEFFERSON COUNTY COURTHOUSE  
HISTORIC PRESERVATION MASTER PLAN

FOURTH FLOOR PLAN

1932  
1982 & MISC

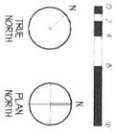
BAILEY ARCHITECTS  
HOUSTON, TEXAS 2007



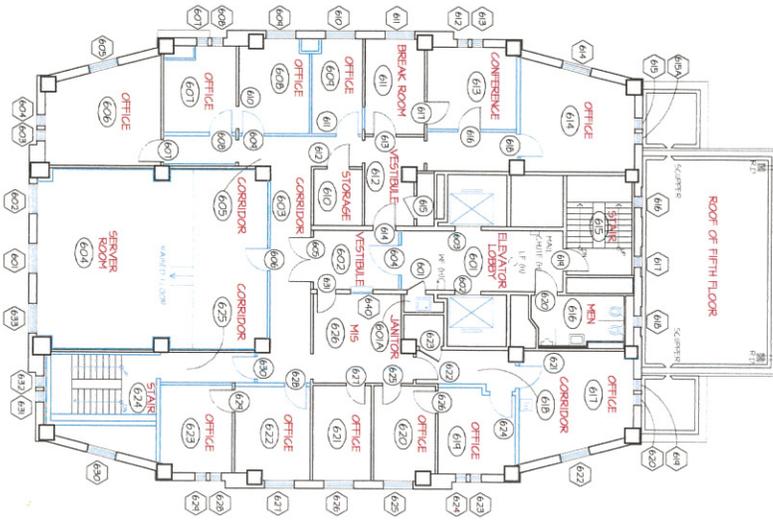
JEFFERSON COUNTY COURTHOUSE  
HISTORIC PRESERVATION MASTER PLAN

FIFTH FLOOR PLAN  
 1932  
 1982 & MISC

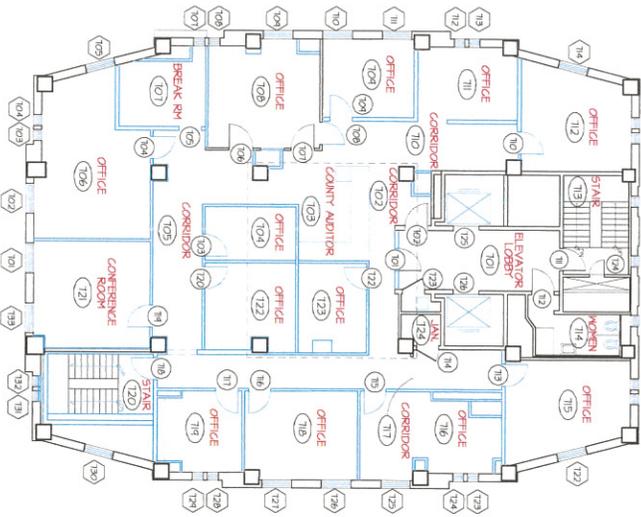
BAILEY ARCHITECTS  
HOUSTON, TEXAS 2007



SIXTH FLOOR PLAN



SEVENTH FLOOR PLAN

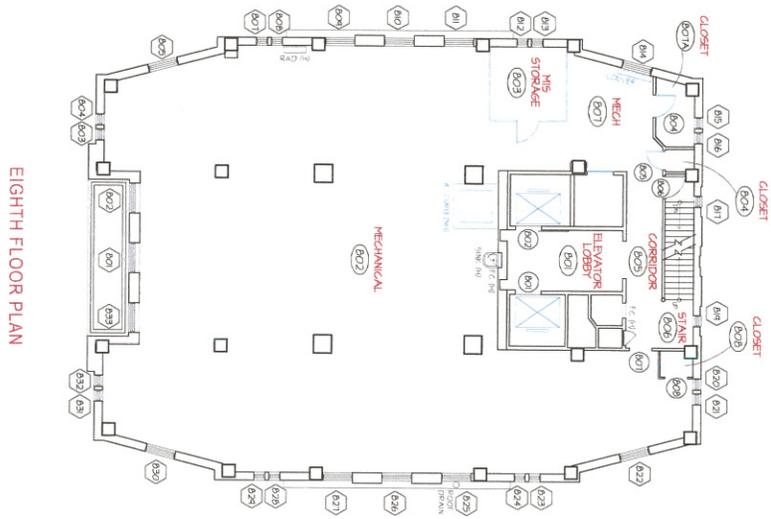
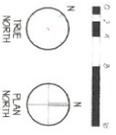


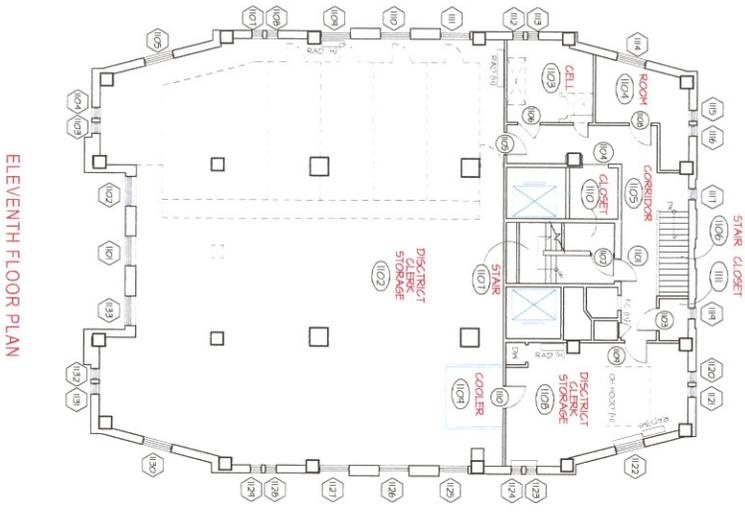
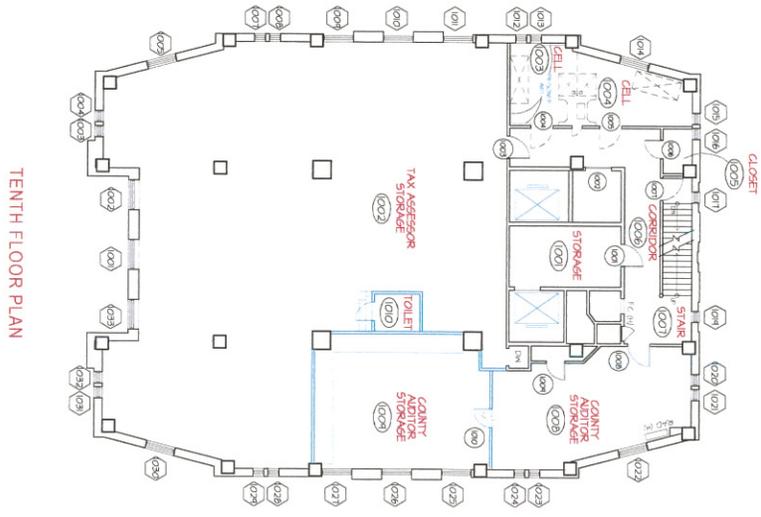
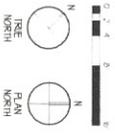
SIXTH & SEVENTH FLOOR PLANS

- 1932
- 1982 & MISC

JEFFERSON COUNTY COURTHOUSE  
HISTORIC PRESERVATION MASTER PLAN

BAILEY ARCHITECTS  
HOUSTON, TEXAS 2007

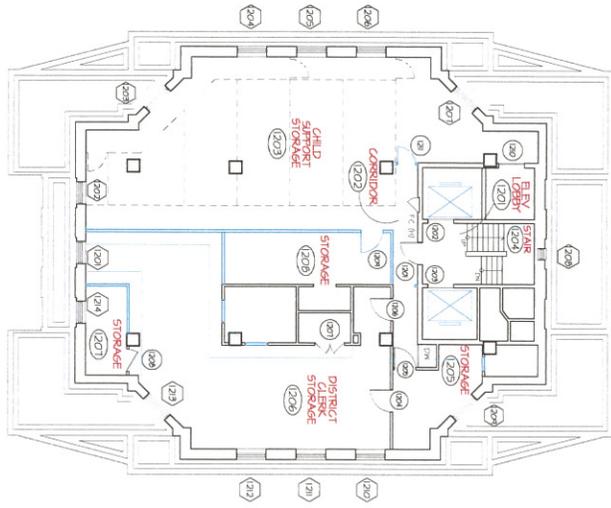
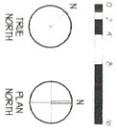




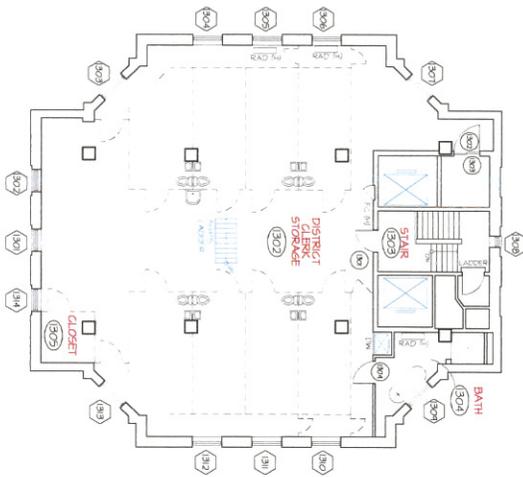
**JEFFERSON COUNTY COURTHOUSE  
HISTORIC PRESERVATION MASTER PLAN**

**TENTH & ELEVENTH FLOOR PLANS**

- 1932
- 1982 & MISC



TWELFTH FLOOR PLAN



THIRTEENTH FLOOR PLAN

JEFFERSON COUNTY COURTHOUSE  
HISTORIC PRESERVATION MASTER PLAN

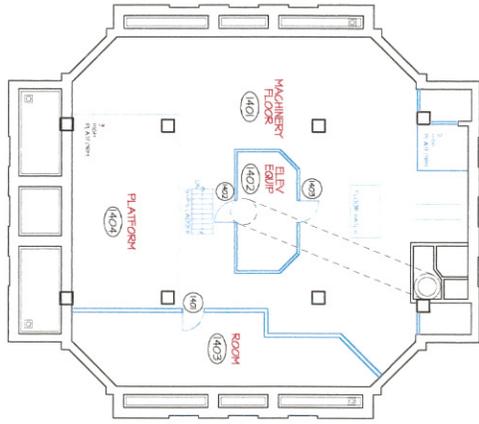
TWELFTH & THIRTEENTH FLOOR PLANS

- 1932
- 1982 & MISC

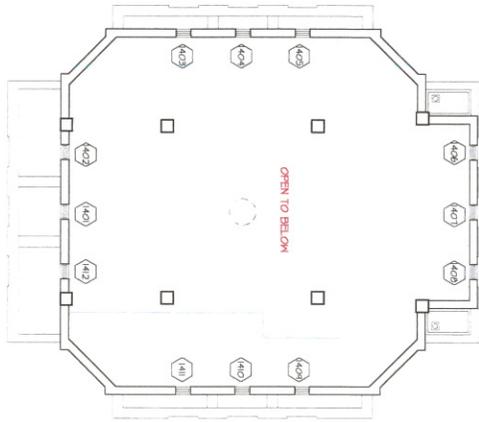
JEFFERSON COUNTY COURTHOUSE  
HISTORIC PRESERVATION MASTER PLAN

FOURTEENTH FLOOR & ROOF PLANS

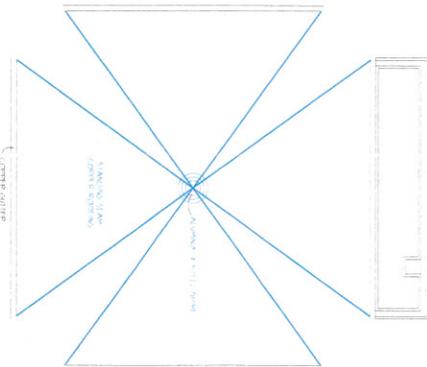
- 1932
- 1982 & MISC



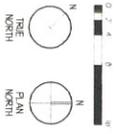
FOURTEENTH FLOOR PLAN  
(MACHINERY FLOOR)



FOURTEENTH FLOOR PLAN  
(UPPER PART)



ROOF PLAN



Ret  
to:

JEFF BRANICK  
JEFFERSON COUNTY JUDGE  
1149 PEAL STREET 4TH FLOOR  
BEAUMONT TX 77701

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

June 25, 2015 02:14:29 PM

FEE: \$0.00 ZULY CLFRK 2015020202

Commissioners' Court Order No. 12-4-15

Precinct No. 2

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/Common Carrier Pipeline Within  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date 6-26-15

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T (Company) does hereby made application to use  
lands belonging to Jefferson County, for the purpose of constructing, maintaining or  
repairing a utility or common carrier pipeline for the distribution of  
\_\_\_\_\_, location of which is fully described as

follows: AT&T will be boring a fiber optic cable on the north side of  
Industrial Rd. starting at an existing handhole in front of 1550 Industrial Rd.  
Going east on Industrial Rd for 448 ft. Ending at 1790 Industrial Rd. See attachment for  
1 pages of drawings attached. more details.

Construction will begin on or after July 20, 20 15.

It is understood that all work will comply with the requirements of the Utility and  
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on  
\_\_\_\_\_, and all subsequent revisions thereof to date.

Company AT&T

By Jay Romero

Title Design Engineer

Address 555 Main St.

Room 208, Beaumont, TX 77701

Telephone (409) 839-6123

Fax No. (409) 839-6904

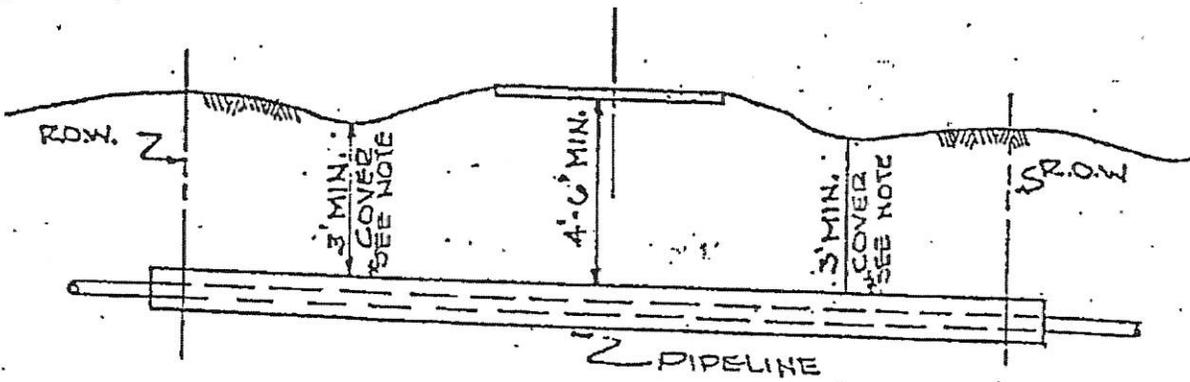
## FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ \$100.00 _____	\$ <u>N/A</u>
_____ miles parallel @ \$150.00/mile or fraction _____	\$ <u>N/A</u>
TOTAL _____	\$ <u>N/A</u>

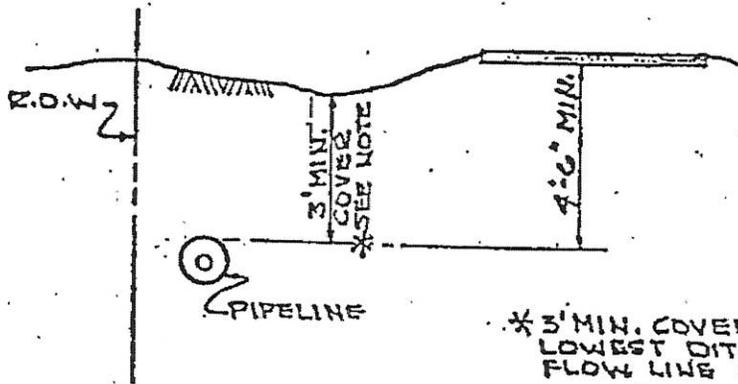
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



\* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0\"/>

# 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

# 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79   NO SCALE   [signature]

### ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

  
Director of Engineering

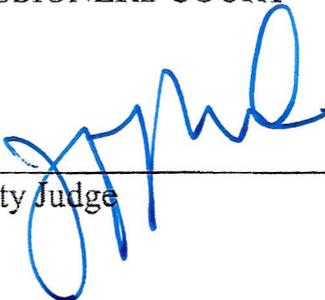
07/06/15  
Date

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### COMMISSIONERS COURT ORDER

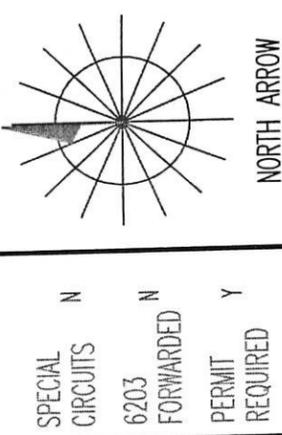
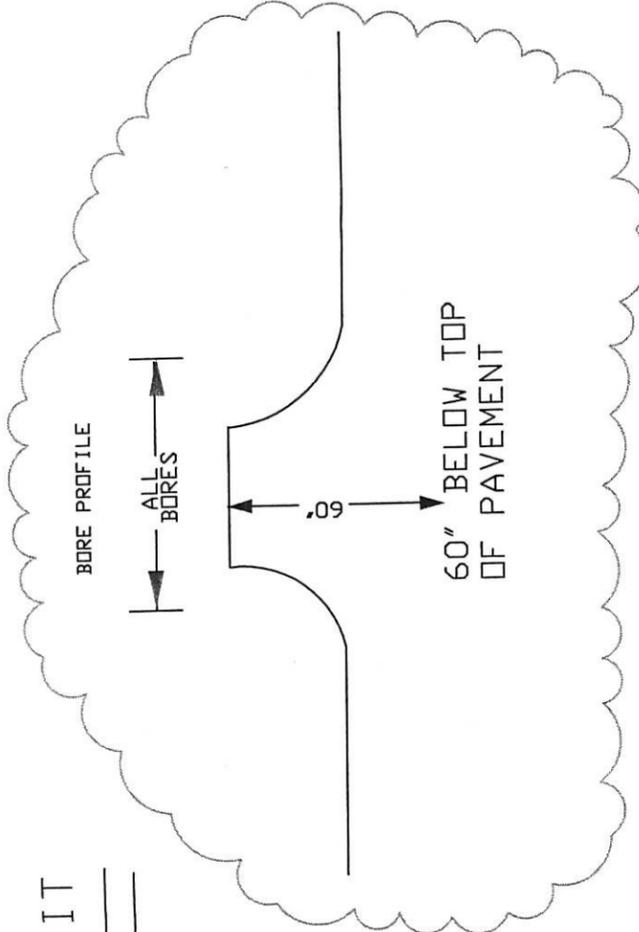
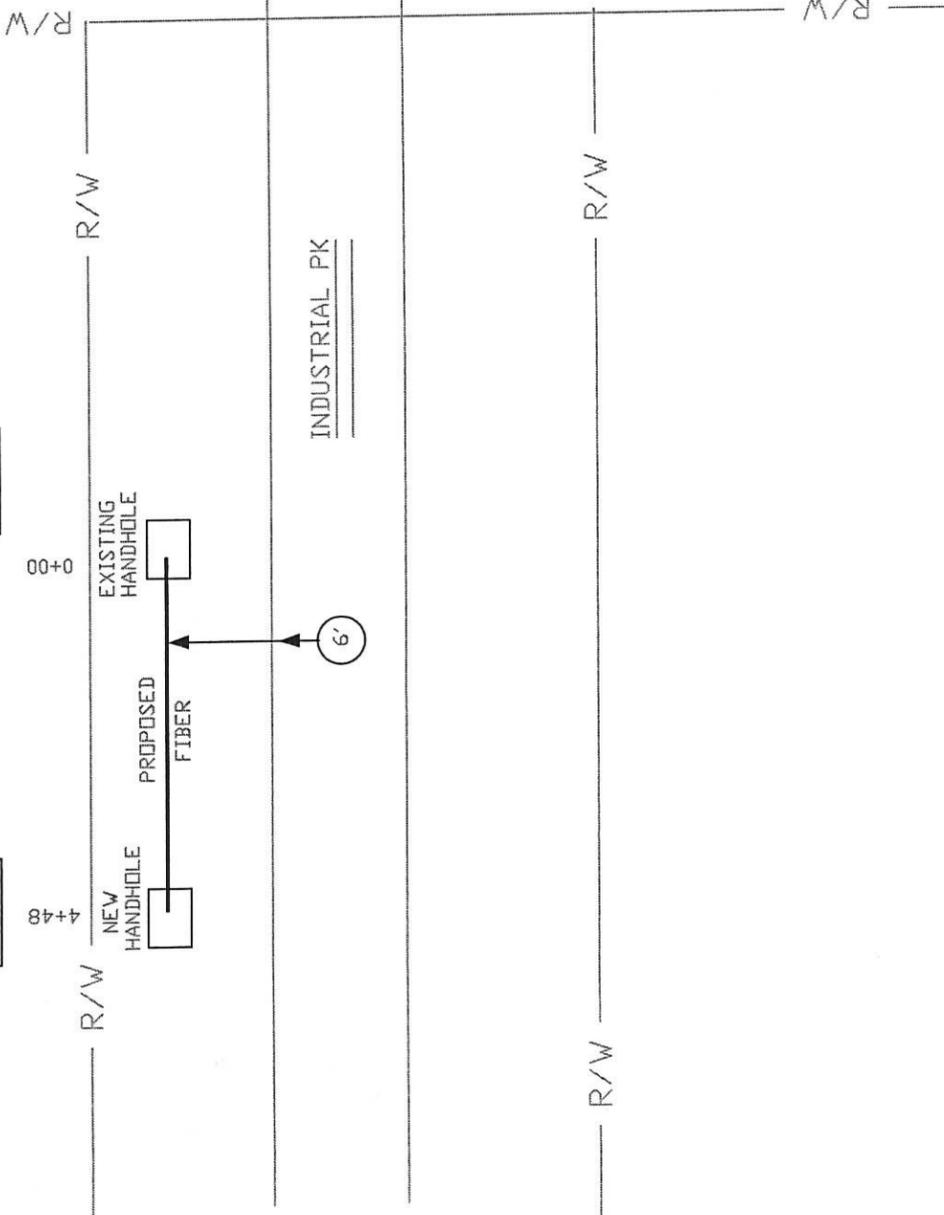
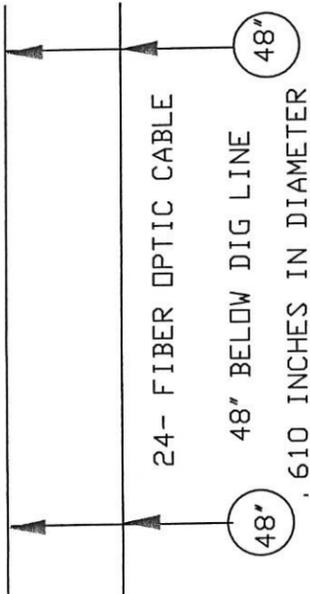
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By   
County Judge

# JEFFERSON COUNTY PERMIT

PROFILE  
GROUND LINE



SPECIAL CIRCUITS N  
6203 FORWARDED N  
PERMIT REQUIRED Y

OPERATING RANGE OF JOB STEPS  
TASK \_\_\_\_\_ TO \_\_\_\_\_

MFR: 845C

TRANSMISSION ZONE  
RZ 0 CZ 9 TAPER CODE 441502

CAUTION HIGH VOLTAGE  
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO EGST - ENERGY GULF STATES, INC.  
REP NAME AL HARRINGTON  
REP TEL NO. (409) 785-2134  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A006PAS

TOT. PRINTS 4 PRINT NO. 101  
NPA/NNX: 409-722 PRT: 409722  
EXCH. NEDERLAND  
TAX DIST. JE051  
GEO LOC. VZ7722  
ENGR. DR DRAWN DR  
TELEPHONE NO. (409) 839-6123  
REC. REF. 397-315-47  
MAP REF. 522-E2  
SCALE NONE  
ISSUE DATE  
PROJ TITLE 1790 INDUSTRIAL PARK IPAG F  
REV. NUMBER  
DATE REV.

**Special, July 06, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, July 06, 2015