SPECIAL, 6/6/2016 1:30:00 PM

BE IT REMEMBERED that on June 06, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Jessica Grammer

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS June 06, 2016

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **06th** day of **June 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

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.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that may require litigation.

11:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.0725 for the purpose of receiving information regarding a matter that deliberation in open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Receive and file bid for (IFB 16-007/YS), Re-Bid Term Contract for Termite Treatment for Jefferson County.

SEE ATTACHMENTS ON PAGES 14 - 87

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

2. Receive and file bids for (IFB 16-008/JW), Major Drive Extension From SH 124 to LaBelle Rd.

SEE ATTACHMENTS ON PAGES 88 - 412

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

3. No bids received for (IFB 16-009/JW), Sale of Used Low-Level Passenger Boarding Bridges.

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

4. Consider and approve specifications for (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 413 - 427

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

5. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 16-007/YS), Re-Bid Term Contract Termite Treatment for Jefferson County with Hill Country Pest Control, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 428 - 430

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

6. Consider and approve, execute, receive and file a renewal for (IFB 12-020/JW), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County with Firetrol Protection Systems, Inc. for a fourth and final additional one (1) year renewal from June 28, 2016 to June 27, 2017.

SEE ATTACHMENTS ON PAGES 431 - 431

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

7. Consider and approve, execute, receive and file a renewal for (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County with Excel Medical Waste, Industrial Transportation Waste LLC, and Republic Services of Beaumont for a first additional one (1) year renewal from June 28, 2016 to June 27, 2017.

SEE ATTACHMENTS ON PAGES 432 - 434

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

8. Request approval to release retainage to MK Constructors for (IFB 13-022/KJS), Re-bid Drainage District No. 7 of the County of Jefferson, Texas, Hurricane Ike/Dolly Round 1 Critical Infrastructure Project Disaster Recovery Division, Drainage District No. 7 Ditch Main B Diversion (funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas), in the amount of $157, 880.70, Payment Application No. 18.

SEE ATTACHMENTS ON PAGES 435 - 436

Action: TABLED

9. Consider and approve, execute, receive and file a Certificate of Completion for (IFB 13-022/KJS), Re-bid Drainage District No. 7 of the County of Jefferson, Texas, Hurricane Ike/Dolly Round 1 Critical Infrastructure Project Disaster Recovery Division, Drainage District No. 7 Ditch Main B Diversion (funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas), with MK Constructors.

SEE ATTACHMENTS ON PAGES 437 - 437

Action: TABLED

10. Consider and possibly approve disposition of two (2) Low-Level Passengers Boarding Bridges from the Jack Brooks Regional Airport as authorized by Local Government Code §263.152 (3). Cost for labor, materials and equipment for demolition/removal is $10,752.00.

SEE ATTACHMENTS ON PAGES 438 - 438

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

11. Consider and approve a discretionary exemption as authorized by Local Government Code 262.02(a)(7)(D) for items that can be obtained from only one source, due to captive replacement parts or components for equipment, for seat modification to Safe Boats International, LLC. In the amount of $57,004.36.

SEE ATTACHMENTS ON PAGES 439 - 439

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

12. Consider and approve, execute, receive and file a sole source exemption pursuant to Local Government Code 262.024 (7) (A) for the Scanning of Deed and Mortgage, and Lien Photostat Books into the TRTA Gov Aumentum records management software used by the County Clerk to Thomson Reuters/Manatron, Inc.

SEE ATTACHMENTS ON PAGES 440 - 451

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

13. Consider and approve utilizing available Capital Project Funds to replace the existing air conditioners for the radio tower sites located on Hwy 73 for the Countywide 800 MHz Radio System in the amount of $14,588.00. The cost is shared by all local entities in Jefferson, Hardin and Orange Counties.

SEE ATTACHMENTS ON PAGES 452 - 452

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

14. Consider and approve a land survey and appraisal of County property located behind the old TYC facility located in Precinct #2.

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

COUNTY AUDITOR:

15. Consider and approve budget transfer - District Clerk - additional cost for IVR system.

120-2031-414-6001	OFFICE MACHINES	$7,000.00	
120-2031-414-5077	CONTRACTUAL SERVICE		$7,000.00

SEE ATTACHMENTS ON PAGES 453 - 457

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

16. Consider and approve budget transfer - County Court at Law II - additional cost for mental examinations.

120-2052-412-5014	MENTAL EXAMINATION	$2,975.00	
120-2052-412-2003	EMPLOYEES' INSURANCE		$2,975.00

SEE ATTACHMENTS ON PAGES 458 - 458

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

17. Consider and approve budget amendment - Sheriff - replacement of vehicle and equipment.

120-3059-421-6007	AUTOMOBILES	$38,239.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$38,239.00

SEE ATTACHMENTS ON PAGES 459 - 479

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

18. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost for postage.

114-0401-431-4052	POSTAGE	$400.00	
114-0402-431-3079	CRUSHED STONE		$400.00

SEE ATTACHMENTS ON PAGES 480 - 480

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

19. Consider and approve settlement with TCEQ for underground storage tank violations in the amount of $3,441 and approve directing penalty to Supplemental Environmental Project (SEP) '2011-31 Check Community First Time Sewer Service for Low Income Homeowners' under the direction of Jefferson County.

SEE ATTACHMENTS ON PAGES 481 - 495

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

20. Consider and approve letter of intent to enter into an intergovernmental agreement with UTMB Pre-Natal Program for the lease of county property at a monthly rate of $3,548.40. UTMB would be responsible for all costs of improvements and relocation.

SEE ATTACHMENTS ON PAGES 496 - 496

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

21. Consider and approve purchase of six new dome cameras and replacement of three PTZ cameras in the amount of $13,923 using the Juvenile Delinquency Prevention Fund (Fund 857).

SEE ATTACHMENTS ON PAGES 497 - 497

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

22. Receive and file Financial & Operating Statements - County Funds Only for the Month Ending April 30, 2016.

SEE ATTACHMENTS ON PAGES 498 - 512

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

23. Regular County Bills - check #421018 through checks #421244 (05/30/2016) and check #421245 through checks #421466 (06/06/16).

SEE ATTACHMENTS ON PAGES 513 - 532

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

ADDENDUMS

24. Consider and approve Project Completion Report for Cheek Sewer Improvement Project, Contract number 713250 with Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 533 - 538

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

COUNTY CLERK:

25. Consider and approve expenditure from Record Management fund for the County Clerk's office for On-site scanning of Photostat Books to resolve issues with bad images on microfilm conversion project by Thomson Reuters. The amount requested is $74,863.50.

SEE ATTACHMENTS ON PAGES 539 - 549

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

COUNTY COMMISSIONERS:

26. Consider and possibly approve a Resolution regarding excessive force during non-violent Civil Rights demonstrations.

SEE ATTACHMENTS ON PAGES 550 - 550

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

27. Consider and possibly approve a Proclamation for the Julie Rogers Gift of Life, Men's Health Month.

SEE ATTACHMENTS ON PAGES 551 - 551

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

28. Consider and possibly approve a Resolution Opposing Any Legislation that Increases the Maximum Transport Haul Weights Over Roadways in Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 552 - 552

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

29. Consider, possibly approve, authorize the County Judge to execute, receive and file Texas Department of Agriculture Coordinated Hog Out Management Grant GTBD-131 for Jefferson County.

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

30. Consider and possibly approve a Resolution designating authorized signatories for contractual documents related to Texas Community Block Grant funds for Contract No. 16-272-000-9786, Grant No. 06-0101.

SEE ATTACHMENTS ON PAGES 553 - 553

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

31. Consider and possibly approve the Golden Triangle Minority Business Counsel to temporarily use storage space at the Old Health Building in Port Arthur.

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

COUNTY TAX ASSESSOR-COLLECTOR:

32. Consider and possibly approve a Resolution opposing rules proposed by the Texas Department of Motor Vehicles that decrease County revenues, increase County costs and reduce local control.

SEE ATTACHMENTS ON PAGES 554 - 554

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

ENGINEERING:

33. Execute, Receive and file Pipeline Permit 02-P-16 to Valero Partners PAPS, LLC for the distribution of refined products located in Precinct 2 at South Garden Drive.

SEE ATTACHMENTS ON PAGES 555 - 561

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

34. Consider and possibly approve a Plat of County property Tracts 1-A and 1-B, located off of Viterbo Road in Precinct #2.

SEE ATTACHMENTS ON PAGES 562 - 563

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

35. Receive and file a Donation Deed for 0.48 acre tract of land from Jeffrey and Wanda Witt to Jefferson County. Property is located in Precinct 1 off North China Road.

SEE ATTACHMENTS ON PAGES 564 - 568

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

36. Consider and possibly approve a Final Plat of Ridgecrest Subdivision Unit Four, Blocks 5 and 6, Lots 1-21, which is an extension of the existing Ridgecrest subdivision. It is located in Precinct 2 off Highway 365 and within Beaumont's ETJ (extra-territorial jurisdiction). This plat has met all requirements of both the city and Engineering.

SEE ATTACHMENTS ON PAGES 569 - 571

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

RISK MANAGEMENT:

37. Consider and possibly approve renewal of Airport and Operators Liability Insurance for the Jack Brooks Regional Airport with Ace Property and Casualty Insurance Company, with the three year fixed premium policy option of $8,200.

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

SHERIFF'S DEPARTMENT:

38. Consider and possibly approve a Resolution recognizing Lawanda M. Hancock for 23 years and 4 months of dedicated service to the Jefferson County Sheriffs' Office and to the citizens of Jefferson County in wishing her well on her retirement.

SEE ATTACHMENTS ON PAGES 572 - 573

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

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

April 25, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-007/YS, Re-Bid Term Contract for Termite Treatment for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Re-Bid Term Contract for Termite Treatment for Jefferson County**
BID NO:	**IFB 16-007/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, May 24, 2016**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – April 27, 2016 and May 4, 2016

IFB 16-007/YS
Re-Bid Term Contract for Termite Treatment for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, May 24, 2016

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Bidder is responsible for returning all required pages (marked with an "X" above) with the bid.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

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

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

Rejection or Withdrawal

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

6. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid.

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders** shall submit one (1) original, and two (2) copies of the bid.

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

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

8. Insurance

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.

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

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

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance (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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

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

9.4 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.

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

9.5.1 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

9.5.2 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.

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

9.7 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.

9.8 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.

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

9.9.1 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.

9.9.2 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.

9.9.3 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.

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

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

9.9.4.2 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.

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

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-007/YS, Re-Bid Term Contract for Termite Treatment for Jefferson County.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for termite treatment for Jefferson County buildings. **Treatment is desired for Native Eastern Termites and Formosan termites.** Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment for termite eradication and control for all areas and buildings specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

Description

The contractor shall furnish and deliver termite treatment services for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive termite treatment services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA).

1. Prices shall be quoted on a per service location basis for the initial treatment.
2. After initial treatment, annual inspections are required on treated buildings during the warranty period.
3. The general scope of work required shall include, but not be limited to, the initial inspection of accessible areas of each structure, and preparation and submission of a termite treatment plan for each structure containing active termite colonies and/or damages.
4. Subterranean termite treatment and control as required herein shall consist of chemically treating the soil and base of the structure in a manner that prevents any termites existing within the structure.
5. The proposed termite treatment plan submitted by the contractor shall reflect any conditions which, if not corrected by the County, will adversely impact treatment of any of the included structures. The plan will also reflect any existing damages to the structures.
6. Each treated building and/or related structure shall be guaranteed for a period of one (1) year after initial treatment with industry standard warranty. Warranty for up to an additional four (4) years may be offered by the contractor.
7. Selected contractor shall have an organization predominantly and regularly engaged in the performance of the majority of work presented in this IFB.
8. All work performed and material used shall meet the minimum requirements of all applicable Federal and State regulations and local ordinances.
9. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.

10. Chemicals and/or baits to be used shall be specifically designed for use in termite control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.

11. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the termite control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**

12. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and termite control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.

13. Structural Modification - any modification of any structure covered by the Agreement shall be coordinated with Linda McMahen, 409-836-8701, Jefferson County Historical Commission. The Jefferson County Courthouse is a historical structure; therefore, termite treatment should not permanently alter the site. Bait boxes or similar containers should be attached with small nails on baseboards and moldings.

14. Callbacks shall be construed as service needed between regularly scheduled visits. All callbacks shall be provided at no charge to Jefferson County, as necessary to achieve and maintain satisfactory results.

Square footage, as noted on the Bid Form, is estimated only. Bidder is responsible for verification of all areas described. As necessary, contractor may view area to be treated by arranging with contact person.

Service shall be performed according to the terms on the Bid Form (pages 19-21) and will be coordinated with the individual contact person for each facility. **Contractor must provide to the Jefferson County contact person a treatment schedule that will be followed on a regular basis.** The Jefferson County contact person must approve any changes to the treatment schedule. The contractor's service representative will report to each location's contact person prior to performing any work. **Contractor shall provide and post in each facility a notice of termite treatment as required by TSPCA.** The contact person(s) will notify the service representative of any infestation problems. If contractor is not able to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County contact person. Documentation of work performed must be signed by a Jefferson County employee or representative at the time service is performed.

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:

Hill Country Pest Control
Company Name

877 Harper Road
Address

Austin | Texas | 78028
City | State | Zip

Signature of Person Authorized to Sign

Sarah McElwee
Printed Name

Director
Title

For clarification of this offer, contact:

Sarah McElwee
Name

512.288.1007 | 512.891.0002
Phone | Fax

sarah@pestmanagementcorp.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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. 16-007/YS, Re-Bid 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

June 6, 2016
Date

Attest:

By: Deputy Clerk
Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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	Unit Price (per square foot)	Total Price for Service Location
1	**Jefferson County Courthouse – Historic Portion** 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	115,490	$ .04	$ 4619.60
2	**Jefferson County Courthouse – New Portion** 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	140,937	$ .05	$ 7046.85
3	**Jefferson County Annex I – Beaumont** 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	$ .05	$ 1589.20
4	**Jefferson County Annex II – Beaumont** 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	$ .09	$ 1547.73
5	**Jefferson County Annex IV – Beaumont** 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	$ .06	$ 1200.00
6	**Jefferson County Subcourthouse – Port Arthur** 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	$ .13	$ 2001.22
7	**Jefferson County Annex III – (Health & Welfare/Community Supervision) – Port Arthur** 800 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	14,300	$ .09	$ 1287.00
8	**Precinct #3 Service Center (office only)** 5700 Jade Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	3,500	$ .32	$ 1120.00
9	**Mid County Office Building** 7933 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	6,120	$ .29	$ 1774.80

(BID FORM CONTINUED ON NEXT PAGE)

BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form (Continued)

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
10	**Jefferson County Hamshire Building** 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	$ .10	$ 285.80
11	**Minnie Rogers Juvenile Justice Center – Beaumont** 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	$ .27	$ 3469.50
12	**Mid County Tax Office** 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,476	$ .24	$ 594.24
13	**Precinct #2 Service Center** 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	$ .11	$ 1584.00
14	**Jack Brooks Regional Airport - Terminal** 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	$ .19	$ 3720.01
	TOTAL FOR ALL SERVICE LOCATIONS			$ 31,839.95

<u>Note to bidders</u>: Please verify totals prior to bid submission. Any bids found to have mathematical errors may be considered non-responsive.

Additional Warranty:

15	**Additional Warranty for ALL Jefferson County Service Locations (per year)**	$ 3184.00
	Terms: Annual warranty may be renewed for the next 4 years if both parties agree and if Jefferson County pays Hill Country Pest Control a renewal fee in the amount stated to the right. An annual inspection will take place once the warranty fee has been paid. Due to the nature of the construction of this property, this Agreement does not guarantee against present or future damage to the property or contents nor provide for repairs or compensation thereof.	

(BID FORM CONTINUED ON NEXT PAGE)
BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form (Continued)

Bidders shall submit a Termite Treatment Plan consisting of the following:

1. Proposed materials and equipment for service, including MSDS, current labels and brand names of equipment and chemicals to be used.

2. Proposed methods for monitoring and detection throughout the term of the contract including, but not limited to Partial Treatment, Spot Treatment, Baiting System, Barriers, detectors, and sensors.

3. Service schedule of each building/site.

4. Description of any structural or operational changes that would facilitate the termite control effort. Bidder will describe site-specific solutions of observed sources of pest.

5. Initial response time as well as callback time in the event Jefferson County inspects a facility and finds an infestation.

6. Current Texas Department of Agriculture Structural Pest Control Service licenses and certificates for each employee who will be performing on-site service under this contract as well as any additional licenses and certifications required by Federal, State, and Local law.

Please attach Termite Treatment Plan to this page.
Any bid without an attached Treatment Plan will be considered non-responsive.

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: Fort Bend ISD

Address: 13600 Murphy Road, Stafford Texas 77477

Contact Person and Title: Mark Buentello - IPM Coordinator

Phone: 281.330.6584 Fax:

Contract Period: 2012-current Scope of Work: Full service pest control + over $75,000 in termite work

REFERENCE TWO

Government/Company Name: Management & Training Corporation/ US Department of Labor - Gary Job Corps

Address: 2800 Airport Highway 21 East, San Marcos Texas 78666

Contact Person and Title: Chuck Wolfe - Housing Director

Phone: 512.738.0519 Fax: 512.396.6655

Contract Period: 2010-current Scope of Work: Full service pest control + over $125,000 in termite work

REFERENCE THREE

Government/Company Name: City of San Antonio

Address: 2809 Broadway Street, San Antonio Texas 78209

Contact Person and Title: Ramon Sanchez

Phone: 210.207.3043 Fax:

Contract Period: 2015-current Scope of Work: Full service pest control + over $3500 in termite work

Bidder Shall Return Completed Form with Offer.

Signature Page

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

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** [X] **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.

Hill Country Pest Control	
Bidder (Entity Name)	Signature
877 Harper Road	Sarah McElwee
Street & Mailing Address	Print Name
Kerrville, Texas 78028	5/23/2016
City, State & Zip	Date Signed
512.288.1007	512.891.0002
Telephone Number	Fax Number
sarah@pestmanagementcorp.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

none

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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

none

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

5/23/2016

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

None

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

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.

Sarah McElwee
Printed Name of Authorized Representative

Signature

Director
Title

5/23/2016
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: _____

Sarah McElwee		5/23/2016
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: Hill Country Pest Control HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): Service Disabled Veteran Owned, Small Business

Address: 877 Harper Road (Street) Kerrville (City) TX (State) 78028 (Zip)

Phone (with area code): 512.288.1007 Fax (with area code): 512.891.0002

Project Title & No.: Term Contract for Termite Treatment for Jefferson County IFB/RFP No.: 16-007/YS

Total Contract: $ 31,839.95 Total HUB Subcontract(s): $ 0.00

Construction HUB Goals: 12.8% MBE:: 0.00 % 12.6% WBE: 0.00 %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Sarah McElwee

Title: Director

Signature: _____

Date: 5/23/2016

E-mail address: sarah@pestmanagementcorp.com

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

Name (print or type): Sarah McElwee

Title: Director

Date: 5/23/216

E-mail address: sarah@pestmanagementcorp.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 Hill Country 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.):	74-1772169
Company Name submitting bid/proposal:	Hill Country Pest Control
Mailing address:	877 Harper Road, Kerrville Texas 78028
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**
none	

* 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 Travis

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

on this day personally appeared Sarah McElwee (name), who

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

"I, Sarah McElwee (name) am a duly authorized officer of/agent

for Hill Country Pest Control (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Hill Country 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: Hill Country Pest Control

877 Harper Road, Kerrville Texas

Fax: 512.891.0002 Telephone# 512.288.1007

by: Sarah McElwee (print name) Title: Director

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named Hill Country Pest Control on

this the 23 day of May, 2016.

Katrina Lankford

Notary Public in and for the State of Travis

KATRINA ANN LANKFORD
Notary Public, State of Texas
My Commission Expires
August 15, 2018

Bidder Shall Return Completed Form with Offer.

Hill Country Pest Control
877 Harper Road
Kerrville, Texas 78028
512.288.1007

Hill Country Pest Control, Inc.
Hill Country's Oldest Pest & Termite Control Company

Term Contract for Termite Treatment for Jefferson County
16-007/YS

Termite Treatment Plan

1. **The chemical we propose to use is Termidor SC or Termidor HE. The SDS and labels are attached.**
2. **Partial and spot treatments will be utilized throughout the contract term. We have termite detectors that read the level of CO2 in an area to monitor for termites. Visual inspections around known termite entry points can be conducted. Visual inspections will also be aided by a scope that helps reveal the interior of the wall more accurately.**
3. **A service schedule will need to be determined with each facility's POC once the contract is awarded.**
4. **Heavy foliage, high soil grade, and heavy mulch may need to be addressed in order to have a better visual of termite activity around the foundation. Water leaks always need to be addressed immediately. Wood to wood contact is a frowned upon due to its attractant for termites.**
5. **Upon award of this contract we can be ready to start the project within five (5) business days. Our response time for emergency call backs is 4 hours.**
6. **We have all the appropriate licenses with TDA to be able to perform termite work. All certifications will be turned in upon award of contract.**

It is a violation of federal law to use this product in a manner inconsistent with its labeling.

- **For use only by individuals/firms licensed or registered by the state to apply termiticide products.**
- **DO NOT** use this product for termite control indoors, except for label-specified applications for termite control.
- **DO NOT** use on golf course turf. May be used for control of termites found on/near structures associated with golf courses, but only as specified on this label.
- **DO NOT** use on/in commercial bee hives.
- **DO NOT** use for general pest control. This product is only for use as a termiticide.
- **DO NOT** use on animal trophies or animal skins.

See inside booklet for additional **Restrictions**, **First Aid**, **Precautionary Statements**, **Directions For Use**, **Conditions of Sale and Warranty**, and state-specific use sites and/or restrictions.

Active Ingredient:

fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)-1*H*-pyrazole-3-carbonitrile 8.73%

Other Ingredients: 91.27%

Total: 100.00%

One gallon of Termidor® *H·E* High-Efficiency Termiticide contains 0.8 lb of fipronil.

EPA Reg. No. 7969-329

EPA Est. No.

KEEP OUT OF REACH OF CHILDREN

CAUTION/PRECAUCIÓN

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail.)

FOR MEDICAL AND TRANSPORTATION EMERGENCIES ONLY
CALL 24 HOURS A DAY 1-800-832-HELP (4357)

For Product Use Information, call 1-877-TERMIDOR

Net Contents:

BASF Corporation
26 Davis Drive
Research Triangle Park, NC 27709

BASF
The Chemical Company

FIRST AID	
If on skin or clothing	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 to 20 minutes. • Call a poison control center or doctor for treatment advice.
If swallowed	• Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • **DO NOT** induce vomiting unless told to by a poison control center or doctor. • **DO NOT** give anything by mouth to an unconscious person.
If in eyes	• Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes; then continue rinsing eyes. • Call a poison control center or doctor for treatment advice.
If inhaled	• Move person to fresh air. • If person is not breathing, call 911 or ambulance; then give artificial respiration, preferably by mouth to mouth, if possible. • Call a poison control center or doctor for treatment advice.
HOTLINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. In case of medical emergency involving this product, call BASF Corporation at 1-800-832-HELP (4357) or dial 911.	
NOTE TO PHYSICIAN: There is no specific antidote. All treatment should be based on observed signs and symptoms of distress in the patient. Overexposure to materials other than this product may have occurred. In severe cases of over-exposure by oral ingestion, lethargy, muscle tremors, and in extreme cases, possibly convulsions may occur.	

Precautionary Statements

Hazards to Humans and Domestic Animals

CAUTION. Harmful if swallowed, absorbed through skin or inhaled. **DO NOT** get in eyes, on skin, or on clothing. **DO NOT** breathe spray mist.

Personal Protective Equipment (PPE)

Some materials that are chemically resistant to this product are listed below. For more options, refer to **Category A** on an EPA chemical-resistance category selection chart.

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Waterproof gloves, such as barrier laminate, butyl rubber ≥ 14 mils, or others listed in selection **Category A**

When working in a non-ventilated space, including but not limited to crawl spaces and basements, all pesticide handlers must wear:

- A dust/mist filtering respirator (MSHA/NIOSH approval number prefix TC-21C), or a NIOSH-approved respirator with any N, R, P or HE filter

When working in a non-ventilated space, including but not limited to crawl spaces and basements or when applying termiticide by rodding or sub-slab injection, all pesticide handlers must wear:

- Protective eyewear (goggles, a faceshield, or safety glasses with front, brow, and temple protection)

Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash thoroughly with soap and water after handling. Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Environmental Hazards

This pesticide is toxic to birds, fish, and aquatic invertebrates. **DO NOT** apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Care must be taken to avoid runoff. **DO NOT** contaminate water by cleaning equipment or disposal of wastes. **DO NOT** contaminate water when disposing of equipment washwater or rinsate.

Directions For Use

It is a violation of federal law to use this product in a manner inconsistent with its labeling. Read the entire label before using this product.

Termidor® *H·E* High-Efficiency Termiticide cannot be used to formulate, reformulate, or repackage into any other pesticide product without the written permission of BASF Corporation.

For use only by individuals/firms licensed or registered by the state to apply termiticide products. States may have more restrictive requirements regarding qualifications of persons using this product. Consult the structural pest control regulatory agency of your state prior to use of this product.

STORAGE AND DISPOSAL

DO NOT contaminate water, food, or feed by storage or disposal.

Pesticide Storage

Store unused product in original container only, out of reach of children and animals.

Pesticide Disposal

To avoid waste, use all material in this container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local governments or by industry).

Container Handling

Nonrefillable Container. DO NOT reuse or refill this container. Triple rinse or pressure rinse container (or equivalent) promptly after emptying; then offer for recycling, if available, or reconditioning, if appropriate, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures approved by state and local authorities.

Triple rinse containers small enough to shake (capacity ≤ 5 gallons) as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank, or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

Pressure rinse as follows: Empty the remaining contents into application equipment or mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank, or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Spills

In case of large-scale spill of this product, call:

- CHEMTREC 1-800-424-9300
- BASF Corporation 1-800-832-HELP (4357)

Steps to take if this material is released into the environment or spilled:

- Wear **Personal Protective Equipment (PPE)** and avoid exposure when managing a spill. (See **Precautionary Statements** section of this label for required PPE.)
- Dike and contain the spill with inert material (e.g., sand, earth) and transfer liquid and solid diking material to separate containers for disposal. Small-scale spills of **Termidor® *H·E* High-Efficiency Termiticide** finished dilution (that can be cleaned up with a typical spill kit) may be applied to labeled sites.
- Remove contaminated clothing, and wash affected skin areas with soap and water. Wash clothing before reuse.
- Keep spill out of all sewers and open bodies of water.

Use Restrictions

- When treating adjacent to an existing structure, the applicator must check the area to be treated, and immediate adjacent areas of the structure, for visible and accessible cracks and holes to prevent any leak or significant exposure to persons occupying the structure. People present or residing in the structure during application must be advised to remove themselves and their pets from the structure if they see any sign of leakage. After application, the applicator is required to check for leaks. All leaks resulting in the deposition of termiticide in locations other than those prescribed on this label must be cleaned up before leaving the application site. **DO NOT** allow people or pets to contact contaminated areas or to reoccupy contaminated areas of the structure until the cleanup is completed.
- Before the applicator drills and treats through concrete structures (e.g., patios, porches, sidewalks, and foundation slabs), first determine that there are no habitable areas below that could be unintentionally contaminated by the treatment.
- Only protected applicators wearing personal protective equipment, as required by this product label, are allowed to be in the immediate area during application.
- All drill holes, in commonly occupied areas into which product has been applied, must be plugged. Plugs must be of a non-cellulose material or covered by an impervious, non-cellulose material (e.g., Portland cement).
- **DO NOT** apply product until heating/air conditioning ducts, air vents, plumbing pipes, sewer lines, floor drains, heating pipes and electrical lines/conduits are known and identified. **DO NOT** puncture or contaminate any of these.
- **DO NOT** use this product in voids insulated with rigid foam.
- **DO NOT** treat within a distance of one foot out from the drip line of edible plants.
- **DO NOT** contaminate public and private water supplies.
- **DO NOT** make treatments while precipitation is occurring.
- **DO NOT** treat soil that is water saturated, or frozen, or in conditions where runoff or movement from the treatment area/site will occur.
- Use anti-backflow or air gap equipment with filling hoses.

Product Information

When used as directed in this label, **Termidor® *H·E* High-Efficiency Termiticide** (henceforth referred to as **Termidor *HE***), provides effective prevention and/or control of listed termites. To maximize the termiticide potency, apply **Termidor *HE*** finished dilution in continuous treated zone(s) to prevent termites from infesting the wood to be protected.

Termidor *HE* finished dilution must only be applied by licensed technicians familiar with trenching, rodding, short-rodding, sub-slab injection, low-pressure banded surface applications, and foam delivery techniques. **Termidor *HE*** finished dilution is highly effective against a variety of subterranean, arboreal, drywood, and dampwood termites including species of *Reticulitermes*, *Coptotermes*, *Heterotermes*, *Nasutitermes*, and *Zootermopsis*.

Termidor *HE* is a water-based suspension concentrate containing 8.73% fipronil and a BASF Corporation-proprietary additive that optimizes the termiticide's performance under a wide range of soil types, environmental conditions, and application techniques.

Pre-construction and post-construction horizontal treatments and post-construction inaccessible crawl space construction treatments may be made with a 0.06% or 0.125% **Termidor *HE*** finished dilution. Pre-construction vertical and all post-construction treatments (including applications to posts/poles/wood landscape ornamentation and applications for termites above ground) listed on this label must be made using a 0.125% **Termidor *HE*** finished dilution (exception 0.06% finished dilution option for inaccessible crawl space construction).

Mixing Instructions

Mix **Termidor *HE*** in the following manner:

1. Fill tank 1/4 to 1/3 full with water. Filling hose must be equipped with an anti-backflow device or water flow must include an air gap to protect against back-siphoning.
2. Start pump to begin bypass agitation and place end of treating tool in tank to allow circulation through hose.
3. Add appropriate amount of **Termidor *HE***. Refer to **Table 1** and **Table 2** for pre-construction and post-construction horizontal treatments and post-construction inaccessible crawl space construction and **Table 3** for pre-construction vertical and all other post-construction treatments to determine the proper amounts to add to prepare the desired amount of finished dilution.
4. Add remaining amount of water.
5. Let pump run and allow recirculation through the hose back into the tank until the **Termidor *HE*** has completely dispersed.

NOTE: For tanks pre-filled with water, follow steps 2, 3, and 5 above.

NOTE: Recirculation/agitation may not be required for in-line injection or other application systems.

(Table 1.) 0.06% Termidor *HE* Finished Dilution for Pre-construction and Post-construction Horizontal Treatments

0.06% Termidor *HE* Finished Dilution (gals)	**Water** (gals)	**Termidor *HE* Termiticide** (fl ozs)
1	1.00	0.8
25	25.00	19.8 (1 pt + 3.8 fl ozs)
50	49.75	39.5 (1 qt + 7.5 fl ozs)
100	99.50	79.0 (2 qts + 15 fl ozs)

(Table 2.) 0.125% Termidor *HE* Finished Dilution for Pre-construction and Post-construction Horizontal Treatments

0.125% Termidor *HE* Finished Dilution (gals)	**Water** (gals)	**Termidor *HE* Termiticide** (fl ozs)
1	1.00	1.6
25	24.75	39.5 (1 qt + 7.5 fl ozs)
50	49.50	79.0 (2 qts + 15 fl ozs)
100	99.00	158.0 (1 gal + 30 fl ozs)

(Table 3.) 0.125% Termidor *HE* Finished Dilution for Pre-construction Vertical and All Other Post-construction Treatment Types

0.125% Termidor *HE* Finished Dilution (gals)	**Water** (gals)	**Termidor *HE* Termiticide** (fl ozs)
1	1.00	1.6
25	24.75	39.5 (1 qt + 7.5 fl ozs)
50	49.50	79.0 (2 qts + 15 fl ozs)
100	99.00	158.0 (1 gal + 30 fl ozs)

Application Volume

To provide maximum control and protection against termite infestation, apply the volumes of **Termidor® *H·E* High-Efficiency Termiticide** finished dilution specified in the use directions throughout this label.

Pre-construction Treatments

For pre-construction treatments, up to and including installation of the finished grade:

- **DO NOT** apply at a **LOWER** dosage and/or concentration than:
  - 0.06% or 0.125% for horizontal treatments; and
  - 0.125% for vertical treatments.
- **DO NOT** apply at a **LOWER** finished dilution volume than 1.0 to 1.5 gallons per 10 square feet for concrete slabs on ground or in basements (horizontal treated zones).
- **DO NOT** apply at a **LOWER** finished dilution volume than 2 gallons per 10 linear feet per foot of depth for vertical treated zones along the interior and exterior perimeter of foundation walls and around pillars and other foundation elements.

Before each application, applicators must notify the general contractor, construction superintendent, or similar responsible party, of the intended **Termidor *HE*** finished dilution application and intended sites of application and instruct the responsible person to notify construction workers and other on-site individuals to leave the treatment area and not return until **Termidor *HE*** finished dilution has been absorbed into the soil.

Pre-construction treatments include treatments made during all phases of construction up to and including installation of the final grade. Effective pre-construction termite control is achieved by establishing thorough and complete horizontal and vertical treated zones.

When trenching, trenches must be a minimum of 2 inches deep (no deeper than the bottom of the footing) and need not be wider than 4 inches. When trenching in sloping (tiered) soil, the trench must be stepped to ensure adequate distribution and to prevent **Termidor *HE*** finished dilution from running out of the trench. Mix the finished dilution with the soil as it is replaced in the trench.

When treating foundations deeper than 2 feet, apply **Termidor *HE*** finished dilution as the backfill is being replaced, or, if the construction contractor fails to notify the applicator in sufficient time to permit this, treat the foundation to a minimum depth of 2 feet after the backfill has been installed.

- The applicator must trench and rod into the trench or trench alone along the foundation walls and around pillars and other foundation elements at the rate indicated from grade to a minimum depth of 2 feet.
- When the top of the footing is exposed, the applicator must treat the soil adjacent to the footing to a depth not to exceed the bottom of the footing.
- **DO NOT** treat a structure below the bottom of the footing.

CONCRETE SLAB ON GROUND OR IN BASEMENTS (including Monolithic/Floating/Supported Concrete Slabs)

Horizontal treated zone(s) and interior vertical treated zone(s) applications should be made prior to covering area with the concrete slabs.

Horizontal Treated Zones

Apply an overall treatment of 0.06% or 0.125% **Termidor *HE*** finished dilution to the entire surface that is to be covered beneath the concrete slab. This includes the slab under the actual living area, plus carports, porches, basement floors, and any extended entrances. Apply at the rate of 1.0 to 1.5 gallons **Termidor *HE*** finished dilution per 10 square feet. For horizontal treatments around anything that will penetrate the slab (e.g., utility service, plumbing lines), apply **Termidor *HE*** finished dilution at the rate of 1.0 to 1.5 gallons finished dilution per one square foot. Make these applications using a coarse spray nozzle and low-pressure spray (25 p.s.i. or less), spraying the dilution evenly and uniformly over the entire area treated. If the slab is not to be poured the same day as treatment, cover the treated soil with a waterproof barrier such as polyethylene sheeting.

If the concrete slab is poured before horizontal treatment, **Termidor *HE*** finished dilution must be used to treat penetrations, joints, bath traps, shower pan drain accesses, etc., as detailed in the **Post-construction Conventional Structural Treatments** section of this label. However, it is advised that complete horizontal treated zones be created before slab pour.

Vertical Treated Zones

Apply **Termidor *HE*** finished dilution at the rate of 1 gallon finished dilution per square foot around anything penetrating the slab (e.g., utility services, plumbing lines). Apply 2 gallons of 0.125% **Termidor *HE*** finished dilution per 10 linear feet per foot of depth along the interior and exterior perimeter of foundation walls and around pillars and other foundation elements. Treatments to the exterior perimeter of foundation walls and other exterior foundation elements must only be made after completion of the final exterior grade. Use low-pressure spray (25 p.s.i. or less at the nozzle) to treat soil as it is replaced into the trench.

- Make vertical treatments by trenching and rodding into the trench or by trenching alone from grade to a minimum depth of the top of the footing, or if the footing is more than 2 feet below grade, to a minimum depth of 2 feet. **DO NOT** treat a structure below the bottom of the footing. When rodding from grade or from the bottom of the trench, rod holes must be spaced no wider than 18 inches apart and not extend below the footing.

Crawl Spaces

For crawl spaces, apply vertical treatments of 0.125% **Termidor *HE*** finished dilution at the rate of 2 gallons per 10 linear feet per foot of depth from grade to the top of the footing, or if the footing is more than 2 feet below grade, to

a minimum depth of 2 feet. Apply by trenching and rodding into the trench, or trenching. Treat both sides of foundation and all piers and pipes. Where physical obstructions such as concrete walkways adjacent to foundation elements prevent trenching, make treatment by rodding alone. When soil type and/or conditions make trenching prohibitive, use rodding. When the top of the footing is exposed, the applicator must treat the soil adjacent to the footing to a depth of 2 feet or not to exceed the bottom of the footing. Mix the finished dilution with the soil as it is replaced in the trench.

- **DO NOT** treat a structure below the bottom of the footing. When rodding from grade or from the bottom of the trench, rod holes must be spaced no wider than 18 inches apart and not extend below the bottom of the footing.

Hollow Block Foundations/Voids

Hollow block foundations or voids in masonry resting atop the footing may be treated to create continuous treatment zones in treatment areas. Drill and treat voids in multiple masonry elements of the structure extending from the structure to the soil to create continuous treatment zones in the treatment area. Drill and treat into voids of masonry elements, if not openly accessible. Apply at the rate of 2 gallons of 0.125% **Termidor® *H·E* High-Efficiency Termiticide** finished dilution per 10 linear feet of footing using a nozzle pressure of 25 p.s.i. or less. When using this treatment, drill access holes below the sill plate and as close as possible to the footing as is practical. Applicators must inspect areas of possible runoff (e.g., voids and blocks, rubble foundation walls) as a precaution against application leakage in the treated areas. Some areas may not be treatable or may require mechanical alteration prior to treatment.

Post-construction Conventional Structural Treatments

Basic Information for Post-construction Conventional Treatments

For post-construction conventional **Termidor *HE*** applications made after the final grade is installed to protect the structure from termite infestation and/or for controlling existing termite populations, use a 0.125% **Termidor *HE*** finished dilution (see 0.06% finished dilution exception in the **Inaccessible Crawl Space Construction** portion of the **Post-construction Conventional Structural Treatments** section of this label).

The applicator must trench and rod into the trench or trench alone along the foundation walls and around pillars and other foundation elements from grade to the top of the footing. When trenching, trenches must be a minimum of 2 inches deep (no deeper than the bottom of the footing) and need not be wider than 4 inches. When trenching in sloping (tiered) soil, the trench must be stepped to ensure adequate distribution and to prevent **Termidor *HE*** finished dilution from running out of the trench. Mix the finished dilution with the soil as it is replaced in the trench.

When the footing is more than 2 feet below grade, the applicator has the option to either (1) trench and rod to a minimum depth of 2 feet into the trench along the foundation walls or (2) trench alone along the foundation walls to a minimum depth of 2 feet. The actual depth of treatment will vary depending on soil type, degree of compaction, and location of termite activity. When the top of the footing is exposed, the applicator must treat the soil adjacent to the footing to a depth of 2 feet but not to exceed the bottom of the footing. **DO NOT** treat a structure below the bottom of the footing.

Exterior concrete structures adjoining the foundation (e.g., patios, porches, sidewalks) may be drilled followed by a sub-slab injection treatment of **Termidor *HE*** finished dilution so as to complete the exterior perimeter treatment zones along the foundation walls. All drill holes in commonly occupied areas into which **Termidor *HE*** finished dilution has been applied must be plugged. Plugs must be of a non-cellulose material or covered by an impervious, non-cellulose material such as Portland cement.

DO NOT apply **Termidor *HE*** finished dilution until location and type of the following construction elements are known and identified. **DO NOT** puncture any of these during application.

- Electrical lines/conduits
- Heat or air-conditioning ducts and vents
- Water and sewer (or plumbing) lines

CONCRETE SLAB OVER SOIL (including Monolithic/Floating/Supported Concrete Slabs)

Exterior Perimeter

Apply 2 gallons of 0.125% **Termidor *HE*** finished dilution by trenching and rodding into the trench or trenching alone along the foundation per 10 linear feet per foot of depth, or, if the footing is more than 2 feet below grade, to a minimum depth of 2 feet. Rod holes must be spaced no wider than 18 inches apart and not extend below the bottom of the footing.

Sub-slab Injection

Sub-slab injection treatments using a 0.125% **Termidor *HE*** finished dilution can be made from the interior of the structure or in cases when this is not possible by drilling through the foundation from the exterior as follows:

- **Vertical Drilling/Injection:** To treat under the slab, drill vertically through the slab along the interior perimeter of the foundation, including the garage. Drill holes along concrete expansion joints, cracks, plumbing, and utility services penetrating the slab. If there is clear evidence of termite activity or damage in an interior partition wall, it may be necessary to drill holes along one side of the slab adjacent to the interior partition wall. All drill holes through the slab must be spaced no wider than 18 inches apart. Apply **Termidor *HE*** finished dilution to the soil below the slab by injecting through the holes drilled through the slab at the rate of 2 gallons per 10 linear feet per foot of

depth. For best results, applications can be made with a lateral-dispersal nozzle.

- **Horizontal Drilling/Rodding/Sub-slab Injection from the Exterior of the Foundation:** Use this technique to treat underneath the slab only when floors or interior design elements do not allow for vertical drilling. Horizontal short-rodding practices can be used to establish a continuous treated zone in the soil closest to the interior of the foundation wall. Drill holes from the exterior of the foundation at an angle which allows **Termidor® *H·E* High-Efficiency Termiticide** finished dilution to be deposited below heating ducts, water/sewer lines, and electrical conduits, if present. Horizontal long-rodding practices may only be employed to treat areas underneath the slab not accessible by vertical rodding or horizontal short-rodding. **DO NOT** use long rods exceeding 20 feet. For horizontal rodding applications, drill holes through the foundation must be spaced no wider than 18 inches apart. Inject **Termidor *HE*** finished dilution into the holes at the rate of 2 gallons per 10 linear feet per foot of depth. These applications can be made with a lateral-dispersal nozzle.
- **Shower Pan Drains:** Soil beneath and adjacent to shower pan drains may be treated. Drill through the slab adjacent to the shower pan drain and apply **Termidor *HE*** finished dilution by sub-slab injection to the soil below. Foam can be used to maximize dispersion. Multiple access points adjacent to the shower pan drain may be drilled. A directional dispersion tip may be used to enhance treatment of the soil below the shower pan drain. Treat soil with a minimum of 1 gallon, but no more than 4 gallons **Termidor *HE*** finished dilution per shower pan drain. Horizontal rodding can be used to access and treat the soil associated with the shower pan drain.
- **Bath Traps:** Treat exposed soil or soil covered with tar or similar sealant beneath or around plumbing and/or drainpipe entry areas. Tar or sealant may have to be removed to allow for adequate soil treatment. An access door or inspection portal may be installed if not already present. After inspection and removal of wood/cellulose debris, the soil can be treated by rodding or drenching the soil with **Termidor *HE*** finished dilution at the rate of 1 to 2 gallons per square foot.

STRUCTURES WITH FRENCH DRAINS AND SUMP PUMPS

French drains eliminate water at the footing along a foundation perimeter. They are common in hollow block foundation structures to drain water seeping from the exterior perimeter or underneath the foundation. Soil must be dry before applying to sites with French drains. **DO NOT** rod through the slab any closer than 48 inches to the French drain to prevent **Termidor *HE*** finished dilution seepage and/or damage to the drain or the tiles. **DO NOT** apply **Termidor *HE*** within 10 feet of the sump pump pit and pump. To prevent drainage/seepage from the block into the drain, **DO NOT** drill through hollow block foundations that border the French drain.

Once French drains have been identified and located, apply a 0.125% **Termidor *HE*** finished dilution as follows:

1. Unplug the sump pump. Inspect sump pump pit for water. If no water is present, the treatment can be made provided the sump pump remains unplugged, or
2. if water is in the sump pump pit, unplug the sump pump and remove four cups of water from the sump pump pit. Mark the water level. Wait 10 minutes and check the water level in the sump pump pit again. If the water level has risen, there is too much seepage to perform the treatment at this time. If the water level does not rise, make the treatment provided the sump pump remains unplugged.

During application, check the sump pump pit every few minutes for the presence of **Termidor *HE*** finished dilution. If detected, stop treatment immediately and remove the contents of the sump pump pit before plugging in the sump pump again. Either apply the removed sump pump pit contents to a labeled site or dispose of the removed contents as directed by this label in the **Pesticide Disposal** section.

Note: For structures with French drains located adjacent to the outside of the foundation, refer to the **Structures with Adjacent Wells/Cisterns and/or Other Water Bodies** section of this label.

BASEMENT STRUCTURES

Exterior Perimeter

Apply by trenching and rodding into the trench or trenching alone along the exterior foundation perimeter at the rate of 2 gallons of 0.125% **Termidor *HE*** finished dilution per 10 linear feet per foot of depth, or if the footing is more than 2 feet below grade, to a minimum depth of 2 feet. Rod holes must be spaced no wider than 18 inches apart. **DO NOT** treat a structure below the bottom of the footing.

Interior Perimeter

To treat under the basement floor slab, drill vertically through the slab along the interior perimeter of the foundation. Drill holes along concrete expansion joints, cracks, plumbing, and utility services penetrating the slab. Drill holes along both sides of partition foundation walls. It may be necessary to drill holes along one side of the slab adjacent to a non-foundation interior partition wall if there is clear evidence of termite activity in the wall. All drill holes through the slab must be spaced no wider than 18 inches apart. Inject 0.125% **Termidor *HE*** finished dilution into the drill holes at the rate of 2 gallons per 10 linear feet per foot of depth. This application can be made with a lateral-dispersal nozzle.

CRAWL SPACES

NOTE: Before treatment turn off any air circulation system that moves air from area(s) to be treated to an untreated interior space of the structure until application has been completed and all Termidor *HE* finished dilution has been absorbed by the soil.

Accessible Crawl Space Construction

For accessible crawl spaces, apply vertical treatments of 0.125% **Termidor® *H·E* High-Efficiency Termiticide** finished dilution at the rate of 2 gallons per 10 linear feet per foot of depth from grade to the top of the footing, or if the footing is more than 2 feet below grade, to a minimum depth of 2 feet. Apply by trenching and rodding into the trench, or trenching alone. Treat both sides of the foundation and around all piers and pipes. Where physical obstructions such as concrete walkways adjacent to foundation elements prevent trenching, treatment may be made by rodding alone. When soil type and/or conditions make trenching prohibitive, rodding may be used. When the top of the footing is exposed, the applicator must treat the soil adjacent to the footing to a depth not to exceed the bottom of the footing.

- **DO NOT** treat a structure below the bottom of the footing. When rodding from grade or from the bottom of the trench, rod holes must be spaced no wider than 18 inches apart and not extend below the bottom of the footing.

Inaccessible Crawl Space Construction

For inaccessible interior areas (e.g., areas where there is insufficient clearance between floor joists and ground surfaces to allow operator access) excavate, if possible, and treat according to the instructions for accessible crawl spaces. Otherwise, apply one or a combination of the following two methods:

1. To establish a horizontal treated zone, apply to the soil surface 1 to 1.5 gallons of 0.06% or 0.125% **Termidor *HE*** finished dilution per 10 square feet using a nozzle pressure 25 p.s.i. or less and a coarse application nozzle (e.g., Delavan Type RD Raindrop®, RD-7 or larger, or Spraying Systems Co. 80110LP Teejet® or comparable nozzle). For an area that cannot be reached with the application wand, use one or more extension rods to make the application to the soil. **DO NOT** broadcast or power spray with high pressure.
2. To establish a horizontal treated zone, drill through the foundation wall or through the floor above and treat the soil adjacent to the foundation wall at the rate of 1 to 1.5 gallons of 0.06% or 0.125% **Termidor *HE*** finished dilution per 10 square feet. Drill spacing must be at intervals no wider than 18 inches apart. Many states have smaller intervals, so check state regulations. Soil adjacent to foundation elements may be treated with short-rodding or long-rodding techniques without drilling if access for treatment tool to soil site is available.

HOLLOW BLOCK FOUNDATIONS/VOIDS

Hollow block foundations or voids in masonry resting atop the footing may be treated. Drill and treat voids in multiple masonry elements of the structure extending from the structure to the soil to create continuous treatment zones in the treatment area. Applicators may drill and treat into voids of masonry elements if not openly accessible. Apply at the rate of 2 gallons of 0.125% **Termidor *HE*** finished dilution per 10 linear feet of footing using a nozzle pressure of 25 p.s.i. or less. When using this treatment, drill access holes below the sill plate and as close as possible to the footing as is practical. Applicators must inspect areas of possible runoff (e.g., voids and blocks, rubble foundation walls) as a precaution against application leakage in the treated areas. Some areas may not be treatable or may require mechanical alteration prior to treatment.

TREATMENT OF STRUCTURES WITH WELLS OR CISTERNS

- **DO NOT contaminate wells or cisterns.**
- **DO NOT** apply **Termidor *HE*** finished dilution within 10 feet of any well or cistern.

Soil between 10 and 15 feet from a well or cistern must only be treated by the backfill method described here. Treatment of soil adjacent to water pipes within 3 feet of grade must only be done by the backfill method.

Backfill Method

1. Trench and remove soil to be treated and place onto heavy plastic sheeting or similar material or into a wheelbarrow.
2. Treat soil at the rate of 2 gallons 0.125% **Termidor *HE*** finished dilution per 10 linear feet per foot of depth of the trench, or 1.0 gallon per cubic foot of soil. Mix thoroughly into the soil to contain the liquid and prevent runoff or spillage.
3. After the soil has absorbed the **Termidor *HE*** finished dilution, return the soil into the trench.

STRUCTURES WITH ADJACENT WELLS/CISTERNS AND/OR OTHER WATER BODIES

Applicators must inspect all structures near water sources (e.g., wells, cisterns, surface ponds, streams, and other bodies of water) and evaluate, at a minimum, the following treatment directions prior to making an application of 0.125% **Termidor *HE*** finished dilution.

1. Prior to treatment, if feasible, expose the water pipe(s) coming from the well to the structure if the pipe(s) enter the structure within 3 feet of grade. Treat soil adjacent to the water pipe(s) according to the backfill method described above.
2. Prior to treatment, applicators are advised to take precautions to limit the risk of applying **Termidor *HE*** finished dilution into subsurface drains that could empty into bodies of water. Precautions include evaluating whether application to the top of the footing will result in contamination of the subsurface drain. The applicator should take into account factors such as depth to the drain system, soil type, and degree of soil compaction when determining the depth of treatment.
3. When appropriate (e.g., on the water side of the structure), the treated backfill method can also be used to minimize off-site movement of **Termidor *HE*** finished dilution.

PLENUM CONSTRUCTION

NOTE: Before treatment turn off any air circulation system that moves air from area(s) to be treated to an untreated interior space of the structure until application has been completed and all Termidor® *H·E* High-Efficiency Termiticide finished dilution has been absorbed by the soil.

Follow the directions listed in **Accessible Crawl Space Construction**, including instructions for sloping (tiered) soils, when making applications of 0.125% **Termidor *HE*** finished dilution to the soil exterior to the foundation walls.

For interior treatment of plenum structures that use a sealed underfloor space to circulate heat and/or cooled air throughout the structure:

1. Ensure the sealing fabric and anything on the sealing fabric is removed to expose no more than 18 inches adjacent to all foundation structures, including foundation walls, interior piers, pipes, and any other structures with soil contact. Follow the preceding instructions for exterior and interior treatment of **Accessible Crawl Space Construction**.
2. After the **Termidor *HE*** finished dilution has been absorbed by the soil, replace the sealing fabric and anything to be placed on the fabric to its original, pre-treatment position.

Post-construction Exterior Perimeter/Localized Interior (EP/LI) Structural Treatments*

*** Not approved for use in Louisiana.**

For post-construction Exterior Perimeter/Localized Interior (EP/LI) **Termidor *HE*** applications made after the final grade is installed to protect the structure from termite infestation and/or for controlling existing termite populations, use a 0.125% **Termidor *HE*** finished dilution (see 0.06% finished dilution exception in the **Inaccessible Crawl Space Construction** portion of the **Post-construction Exterior Perimeter/Localized Interior (EP/LI) Structural Treatments** section of this label).

Termidor *HE* finished dilution can be used to protect structures by following either the use directions in the **Post-construction Conventional Structural Treatments** or the **Post-construction Exterior Perimeter/Localized Interior (EP/LI) Structural Treatments** sections of this label. Structural termite protection is achieved by first establishing a continuous treated zone along the exterior of the foundation of the structure. Localized interior treatments are also made to areas where known termite activity is observed. If no termite activity is observed on the interior of the structure at treatment time, interior local treatments are not required.

This treatment method is designed to be non-invasive to the interior of the structure by applying a continuous treatment along the exterior of the foundation and treating interior areas that show termite activity. It may not be considered a conventional complete treatment. If you have questions regarding this treatment, consult your lead state agency.

Termite activity is defined as one or more of the following infestation conditions: either alates (winged termites) have swarmed in the interior of the structure or live termites are found to be active within the structure; or there is clear evidence of termite activity on or in the structure (e.g., mud tubes, galleries in wood) and live termites.

DO NOT apply **Termidor *HE*** finished dilution as an EP/LI treatment at an application volume or rate less than specified within the **Post-construction Exterior Perimeter/Localized Interior (EP/LI) Structural Treatments** section of this label.

Exterior Perimeter Treatment

When conducting an exterior perimeter application, **Termidor *HE*** finished dilution must be applied to provide a continuous treatment zone to prevent termites from infesting the structure. All drill holes in commonly occupied areas into which **Termidor *HE*** finished dilution has been applied must be plugged. Plugs must be of a non-cellulose material or covered by an impervious, non-cellulose material such as Portland cement.

When trenching, trenches must be a minimum of 2 inches deep (no deeper than the bottom of the footing) and need not be wider than 4 inches. When trenching in sloping (tiered) soil, the trench must be stepped to ensure adequate distribution and to prevent **Termidor *HE*** finished dilution from running out of the trench. Mix the finished dilution with the soil as it is replaced in the trench.

Where physical obstructions (e.g., concrete walkways adjacent to foundation elements) prevent trenching, treatment may be made by rodding alone. When soil type and/or conditions make trenching prohibitive, rodding may be used with rod holes no wider than 18 inches apart. Drilling and sub-slab injection treatment of sub-soil is necessary for exterior concrete structures adjoining the foundation (e.g., patios, porches, sidewalks) to complete the exterior perimeter treatment zone. For driveways, exterior drilling is necessary only around building supports or wall elements that are permanently and physically located at driveway joints. **DO NOT** treat a structure below the bottom of the footing.

Concrete Slab on Ground (including Monolithic/Floating/Supported Concrete Slabs)

Apply along the exterior foundation perimeter by trenching and rodding into the trench or trenching alone at the rate of 2 gallons 0.125% **Termidor *HE*** finished dilution per 10 linear feet per foot of depth. Rod holes must be spaced to achieve a continuous treatment zone but no wider than 18 inches apart. **DO NOT** treat a structure below the bottom of the footing.

Basement and Inaccessible Crawl Space Construction

For basements, apply along the exterior foundation perimeter by trenching and rodding into the trench or trenching alone at the rate of 2 gallons 0.125% **Termidor® *H·E* High-Efficiency Termiticide** finished dilution per 10 linear feet per foot of depth from grade to the top of the footing, or if the footing is more than 2 feet below grade, to a minimum depth of 2 feet. Rod holes must be spaced to achieve a continuous treatment zone but no wider than 18 inches apart. **DO NOT** treat a structure below the bottom of the footing.

If termite activity is found on the interior of an inaccessible crawl space, the area with termite activity must be treated at a rate of 1 to 1.5 gallons of 0.06% or 0.125% **Termidor *HE*** finished dilution per 10 square feet. A localized interior treatment must be made at the site of the termite activity and at least 2 feet in both directions from the termite activity. Choose the appropriate application technique for treating inaccessible crawl space construction from the techniques listed earlier in the **Post-construction Conventional Structural Treatments** section of this label. When the top of the footing is exposed, the applicator must treat soil adjacent to the footing to a depth not to exceed the bottom of the footing.

Accessible Crawl Spaces

NOTE: Before treatment turn off any air circulation system that moves air from areas to be treated to an untreated interior space of the structure until application has been completed and all Termidor *HE* finished dilution has been absorbed by the soil.

For accessible crawl spaces, apply vertical treatments of 0.125% **Termidor *HE*** finished dilution at the rate of 2 gallons per 10 linear feet per foot of depth from grade to the top of the footing, or if the footing is more than 2 feet below grade, to a minimum depth of 2 feet. Treat the exterior of the foundation and around all piers and pipes where they touch the soil. Where physical obstructions such as concrete walkways adjacent to foundation elements prevent trenching, make treatment by rodding alone. When soil type and/or conditions make trenching prohibitive, use rodding. When the top of the footing is exposed, the applicator must treat soil adjacent to the footing to a depth not to exceed the bottom of the footing.

- **DO NOT** treat a structure below the bottom of the footing. When rodding from grade or from the bottom of the trench, rod holes must be spaced no wider than 18 inches apart and not extend below the bottom of the footing.

Garages

Attached garage floors should be treated in structures.

Sub-slab Injection. Sub-slab injection treatments using a 0.125% **Termidor *HE*** finished dilution can be made from the interior of the garage or in cases where this not possible by drilling through the foundation from the exterior as follows:

- **Vertical Drilling/Injection:** To treat under the slab, drill vertically through the slab along the interior perimeter of the garage foundation. Drill holes can be placed along concrete expansion joints, cracks, plumbing, and utility services penetrating the slab. If there is termite activity or damage in the wall, it may be necessary to drill holes along one side of the slab adjacent to an interior partition wall. All drill holes through the slab must be spaced no wider than 18 inches apart. Inject 0.125% **Termidor *HE*** finished dilution through the holes drilled through the slab at the rate of 2 gallons per 10 linear feet per foot of depth. For best results, make applications with a lateral-dispersal nozzle.
- **Horizontal Drilling/Rodding/Sub-slab Injection from the Exterior of the Garage Foundation:** Use this technique to treat underneath the slab only when floors or interior design elements do not allow for vertical drilling. Horizontal short-rodding practices can be used to establish a continuous treated zone in the soil closest to the interior of the foundation wall. Drill holes from exterior of the foundation at an angle which allows **Termidor *HE*** finished dilution to be deposited below heating ducts, water/sewer lines, and electrical conduits, if present. Horizontal long-rodding practices may only be employed to treat areas underneath the slab not accessible by vertical rodding or horizontal short-rodding. **DO NOT** use long rods exceeding 20 feet. For horizontal rodding applications, drill holes through the foundation must be spaced no wider than 18 inches apart. Inject a 0.125% **Termidor *HE*** finished dilution into the holes at the rate of 2 gallons per 10 linear feet per foot of depth. These applications can be made with a lateral-dispersal nozzle.

Localized Interior Treatment

Targeted interior applications may be made to vulnerable areas such as around plumbing/utility lines penetrating floors, shower pan drain, bath traps, or along expansion joints or settlement cracks. However, if known termite activity exists (as described at the beginning of the **Post-construction Exterior Perimeter/Localized Interior (EP/LI) Structural Treatments** section of this label) in areas on the interior of the structure's living spaces (i.e., occupied areas of the structure) or non-living spaces (e.g., crawl spaces, plenums), a localized interior treatment must be made at the site of termite activity and at least 2 feet in two or more directions radiating from the site. All drill holes in commonly occupied areas into which **Termidor *HE*** finished dilution has been applied must be plugged. Plugs must be of a non-cellulose material or covered by an impervious, non-cellulose material such as Portland cement.

NOTE: In conjunction with **Termidor *HE*** finished dilution localized interior treatments, **Termidor® *DRY* termiticide (EPA Reg. No. 499-546)** may be applied to areas where termite damage is observed or where termite activity is present or suspected. **Termidor *DRY*** may only be applied in accordance with its approved label directions.

Interior Concrete Floor

If termite activity occurs in an interior wall or structural member, the area under the floor and behind the wall adjacent to the termite activity must be treated with a 0.125% **Termidor® *H·E* High-Efficiency Termiticide** finished dilution at a rate equal to 2 gallons per 10 linear feet. Foam can be used to maximize dispersion.

Hollow Block Foundations/Voids

If termite activity occurs in or in the vicinity (within 2 feet) of hollow block foundations or voids in masonry resting atop footings, the wall adjacent to the termite activity must be drilled if not openly accessible. Inject a 0.125% **Termidor *HE*** finished dilution into the void at a rate of 2 gallons per 10 linear feet of footing using a nozzle pressure of 25 p.s.i. or less. This localized interior treatment to hollow block must be made at the site of the termite activity and to areas above the termite activity. Treatment must be made at least 2 feet in two or more directions radiating from the site of termite activity or along the wall pier or support post. Foam can be used to maximize dispersion. When using this treatment, drill access holes below the sill plate and as close to the footing as is practical. Applicators must inspect areas of possible runoff (e.g., voids and blocks, rubble foundation walls) as a precaution against application leakage in the treated areas. Some areas may not be treatable or may require mechanical alteration prior to treatment.

Shower Pan Drains

If termite activity is observed within two feet of a shower pan drain, soil beneath and adjacent to the shower pan drain must be treated. Drill through the slab adjacent to the shower pan drain and apply a 0.125% **Termidor *HE*** finished dilution by sub-slab injection to the soil below. Foam can be used to maximize dispersion. Multiple access points may be drilled adjacent to the shower pan drain. A directional dispersion tip may be used to enhance treatment of the soil below the shower pan drain. Treat soil with a minimum of 1 gallon, but no more than 4 gallons, of **Termidor *HE*** finished dilution per shower pan drain. Horizontal rodding can be used to access and treat the soil associated with the shower pan drain.

Bath Traps

If termite activity is observed within 2 feet of the bath trap, treat exposed soil or soil covered with tar or similar sealant beneath or around plumbing and/or drain pipe entry areas. Tar or sealant may have to be removed to allow for adequate soil treatment. An access door or inspection portal may be installed if not already present. After inspection and removal of all wood/cellulose debris, soil can be treated by rodding or drenching the soil with 0.125% **Termidor *HE*** finished dilution at the rate of 1 to 2 gallons per square foot.

Foam Applications

Construction practices, soil subsidence, and other factors may make it difficult to create a continuous treatment zone. In such situations, conventional liquid application methods can be supplemented by use of foam-generating equipment. Treatment of filled stoops and porches, chimney bases, piers, soil under concrete slabs, block voids, masonry and other veneer voids and stud walls are examples where foam applications can be useful. Use dry foam (from a range of relatively dry foam of 15:1 to 25:1 to 50:1 expansion ratio) when making foam applications to wall voids in stud walls. Apply foam to wall voids where termites or termite damage are present or suspected.

In most instances, a **foam-only treatment** under slabs is appropriate when trying to maximize horizontal coverage in areas where there is no deep foundation or footing (e.g., around plumbing entries, near settlement cracks in concrete slabs). In areas where both lateral spread and deeper vertical penetration is needed, use both foam and conventional liquid (e.g., adjacent to foundation walls). Foam and conventional liquid applications must be consistent with volume and active ingredient instructions to ensure proper application has been made. The volume and amount of active ingredient are essential for an effective treatment.

- At least 75% of the gallons of **Termidor *HE*** finished dilution must be applied as a conventional liquid treatment.
- The remaining 25% or less of the gallons of **Termidor *HE*** is delivered to appropriate locations using foam application.

The total amount of product applied with the combination of **Termidor *HE*** finished dilution and **Termidor *HE*** foam must be equivalent to that of an application of liquid **Termidor *HE*** finished dilution only. In many instances, foam applications are a good supplement to conventional liquid treatments and can be helpful in treating difficult areas.

Foam Mixing Instructions and Application

Prepare the 0.125% **Termidor *HE*** finished dilution and mix it with the manufacturer's recommended volume of foaming agent in foaming equipment. Apply a sufficient volume of the **Termidor *HE*** foam formulation to provide a continuous treated zone at the labeled rate for specific application situation (refer to rates provided for the various treatment types listed in this label). If sufficient foam volume cannot be applied to achieve the rate, apply additional **Termidor *HE*** as liquid to assure proper treatment volume in the treated area.

(Table 4.) Termidor *HE* Foam Mixing Directions

0.125%† Termidor *HE* Finished Dilution (gals)	Foam Expansion Ratio††	Finished Foam (gals)
1.0	25:1	25
1.75	15:1	
2.5	10:1	
5.0	5:1	

† Percentage weight of active ingredient to weight of finished dilution.
†† Add the manufacturer's recommended quantity of foam agent to the **Termidor *HE*** finished dilution.

Retreatment Instructions

For all application types listed on this label (e.g., pre-construction: horizontal and vertical; post-construction: conventional and EP/LI), retreatment for termites can only be performed if there is clear evidence of any of the following:

- Reinfestation or disruption of the treated zone(s) because of construction, excavation, or landscaping; and/or
- Evidence of the breakdown of the termiticide treated zone in the soil.

These reinfested/disrupted/vulnerable areas may be retreated using spot, partial or complete treatment(s) using application techniques described in this label. The timing and type of these retreatments will vary depending on factors such as termite pressure, soil types, soil conditions, and other factors that can reduce the effectiveness of the treated zone.

Annual retreatment of the structure is prohibited unless there is clear evidence that reinfestation, treatment zone disruption, and/or evidence of breakdown has occurred.

Use with Other Products

When a borate-based termiticide product is used as the primary pre-construction termite treatment and is applied according to that termiticide's label directions for use, a 0.125% **Termidor® *H·E* High-Efficiency Termiticide** finished dilution may be applied as an exterior perimeter pre-construction treatment. If the exterior perimeter pre-construction treatment option is selected, **Termidor *HE*** finished dilution must be applied in such a manner as to create a continuous treated zone along the exterior foundation of the structure. A complete and thorough horizontal pre-construction treatment with **Termidor *HE*** finished dilution under the concrete slab is optional. **Termidor *HE*** finished dilution may also be applied to critical areas of the interior of the structure (e.g., plumbing and utility entry sites, bath traps, shower pan drain penetrations, expansion joints, foundation cracks, and areas of known or suspected termite activity).

For applications to the exterior perimeter and critical areas, follow the instructions in the **Post-construction Exterior Perimeter/Localized Interior (EP/LI) Structural Treatments** section of this label.

Posts, Poles, Wood Landscape Ornamentation

DO NOT contaminate wells or cisterns.

Treatment at Time of Installation

Apply 2 gallons of 0.125% **Termidor *HE*** finished dilution per 10 linear feet per foot of depth to create a continuous treatment zone in the soil around wooden posts, poles, fence posts, signs, or landscape ornamentation. Place the **Termidor *HE*** finished dilution application at a depth of 6 inches below the bottom of the posts, poles, or other wooden items in contact with the soil. For treatments made during installation, apply the finished dilution to soil as it is replaced around the post or pole.

Treatment to Previous Installations

To treat previously installed poles, posts, landscape ornamentation, or signs, apply **Termidor *HE*** finished dilution by sub-surface injection or treatment by gravity flow through holes made from the bottom of a trench around the pole or post. When trenching, the trench must be a minimum of 2 inches deep and need not be wider than 4 inches. When subsurface injecting, treat all sides of the wooden item to create a continuous treatment zone. Apply to a depth of 2 inches below the bottom of the wood item.

Termites Above Ground

DO NOT TREAT EDIBLE FRUIT-BEARING OR NUT-BEARING TREES.

For control of above-ground termites, termite aerial colonies or drywood termites in localized areas of wood structures, apply a 0.125% **Termidor *HE*** finished dilution to areas of wooden members or void spaces. Application may be made to inaccessible areas by drilling and then injecting **Termidor *HE*** finished dilution with a crack-and-crevice injector into the damaged wood member or void spaces. **Termidor *HE*** finished dilution foam applications may be made to void spaces.

Likewise, termite nests in trees or building voids may be injected with **Termidor *HE*** finished dilution using a pointed injection tool. Multiple injection points to varying depths may be necessary. Carton nests may be physically removed from building voids after treatment.

Conditions of Sale and Warranty

The **Directions For Use** of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and must be followed carefully. However, it is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or use of the product in a manner inconsistent with its labeling, all of which are beyond the control of BASF CORPORATION ("BASF") or the Seller. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer.

BASF warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the **Directions For Use**, subject to the inherent risks, referred to above.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY AND BASF'S EXCLUSIVE LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE OF THE PRODUCT.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF AND THE SELLER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

BASF and the Seller offer this product, and the Buyer and User accept it, subject to the foregoing **Conditions of Sale and Warranty** which may be varied only by agreement in writing signed by a duly authorized representative of BASF. PC309

NOTICE TO BUYER

Purchase of this material does not confer any rights under BASF's patents relating to this product. **Termidor® termiticide** is specially formulated and sold by BASF for the control of termites according to the directions on this label. The purchaser agrees to employ the purchased quantity of **Termidor® termiticide** only for the specified uses. Uses of **Termidor® termiticide** other than those specified on this label are not licensed through the purchase of this product. The use of this product for other purposes may violate patent rights of BASF. The purchaser assumes all risks as to the patents of others.

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Raindrop *is a registered trademark of Delavan Corporation.*

Teejet *is a registered trademark of Spraying Systems Co.*

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BASF Corporation
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Research Triangle Park, NC 27709

BASF
The Chemical Company

BASF
The Chemical Company

Safety Data Sheet
TERMIDOR HE

1. Product and Company Identification

Company
BASF CORPORATION
100 Campus Drive
Florham Park, NJ 07932, USA

24 Hour Emergency Response Information
CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP

Substance number:	000000256709
Molecular formula:	C12 H4 Cl2 F6 N4 O S
Chemical family:	phenyl pyrazole
Synonyms:	fipronil

2. Hazards Identification

Emergency overview

CAUTION:
HARMFUL IF SWALLOWED.
HARMFUL IF ABSORBED THROUGH SKIN.
HARMFUL IF INHALED.
Causes eye irritation.
Do not get in eyes, on skin, or on clothing.
Do not breathe vapours/mists.
Wash thoroughly after handling.

See Product Label for additional precautionary statements.

State of matter: liquid
Colour: beige
Odour: characteristic

Potential health effects

Primary routes of exposure:
Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquified gases.

Acute toxicity:
Slightly toxic after single ingestion. Slightly toxic after short-term skin contact. Slightly toxic after short-term inhalation.

Irritation / corrosion:
May cause slight irritation to the skin. May cause moderate but temporary irritation to the eyes.

Sensitization:
Skin sensitizing effects were not observed in animal studies.

Medical conditions aggravated by overexposure:
Individuals with pre-existing diseases of the respiratory system, skin or eyes may have increased susceptibility to excessive exposures.

Signs and symptoms of overexposure:
CNS stimulation, tremors, convulsions

Potential environmental effects

Aquatic toxicity:
Very toxic (acute effect) to aquatic organisms.

Terrestrial toxicity:
With high probability not acutely harmful to terrestrial organisms.

3. Composition / Information on Ingredients

CAS Number	Content (W/W)	Chemical name
120068-37-3	9.1 %	fipronil
57-55-6	3.0 %	Propylene glycol
	87.9 %	Proprietary ingredients

4. First-Aid Measures

General advice:
First aid providers should wear personal protective equipment to prevent exposure. Remove contaminated clothing. Move person to fresh air. If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or physician for treatment advice. Have the product container or label with you when calling a poison control center or doctor or going for treatment.

If inhaled:
Remove the affected individual into fresh air and keep the person calm.

If on skin:
Rinse skin immediately with plenty of water for 15 - 20 minutes.

If in eyes:
Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing.

If swallowed:
Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Do not induce vomiting. Have person sip a glass of water if able to swallow.

Note to physician

Antidote:	No known specific antidote.
Treatment:	Treat symptomatically. Anticonvulsant therapy as routinely administered to humans. Based on animal studies diazepam and phenobarbital prevented convulsions. Due to the slow elimination of the active compound and its metabolites, the treatment must be continued for several days, gradually decreasing the dose of anticonvulsant based on the clinical response.

5. Fire-Fighting Measures

Flash point:	> 206.96 °F

Autoignition:	Information applies to the solvent. not applicable
Self-ignition temperature:	not self-igniting

Suitable extinguishing media:
foam, dry powder, carbon dioxide, water spray

Hazards during fire-fighting:
carbon monoxide, carbon dioxide, hydrogen fluoride, Hydrogen chloride, nitrogen oxides, sulfur oxides, acid halides
If product is heated above decomposition temperature, toxic vapours will be released. The substances/groups of substances mentioned can be released if the product is involved in a fire.

Protective equipment for fire-fighting:
Wear self-contained breathing apparatus and chemical-protective clothing.

Further information:
In case of fire and/or explosion do not breathe fumes. Keep containers cool by spraying with water if exposed to fire. Collect contaminated extinguishing water separately, do not allow to reach sewage or effluent systems. Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

6. Accidental release measures

Personal precautions:
Take appropriate protective measures. Clear area. Shut off source of leak only under safe conditions. Extinguish sources of ignition nearby and downwind. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.

Environmental precautions:
Do not discharge into the subsoil/soil. Do not discharge into drains/surface waters/groundwater. Contain contaminated water/firefighting water.

Cleanup:
Dike spillage. Pick up with suitable absorbent material. Place into suitable containers for reuse or disposal in a licensed facility. Spilled substance/product should be recovered and applied according to label rates whenever possible. If application of spilled substance/product is not possible, then spills should be contained, solidified, and placed in suitable containers for disposal. After decontamination, spill area can be washed with water. Collect wash water for approved disposal.

7. Handling and Storage

Handling

General advice:
RECOMMENDATIONS ARE FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS. PESTICIDE APPLICATORS & WORKERS must refer to the Product Label and Directions for Use attached to the product for Agricultural Use Requirements in accordance with the EPA Worker Protection Standard 40 CFR part 170. Ensure adequate ventilation. Provide good ventilation of working area (local exhaust ventilation if necessary). Keep away from sources of ignition - No smoking. Keep container tightly sealed. Protect contents from the effects of light. Protect against heat. Protect from air. Handle and open container with care. Do not open until ready to use. Once container is opened, content should be used as soon as possible. Avoid aerosol formation. Avoid dust formation. Provide means for controlling leaks and spills. Do not return residues to the storage containers. Follow label warnings even after container is emptied. The substance/ product may be handled only by appropriately trained personnel. Avoid all direct contact with the substance/product. Avoid contact with the skin, eyes and clothing. Avoid inhalation of dusts/mists/vapours. Wear suitable personal protective clothing and equipment.

Protection against fire and explosion:
The relevant fire protection measures should be noted. Fire extinguishers should be kept handy. Avoid all sources of ignition: heat, sparks, open flame. Sources of ignition should be kept well clear. Avoid extreme heat.

Keep away from oxidizable substances. Electrical equipment should conform to national electric code. Ground all transfer equipment properly to prevent electrostatic discharge. Electrostatic discharge may cause ignition.

Storage

General advice:
Keep only in the original container in a cool, dry, well-ventilated place away from ignition sources, heat or flame. Protect containers from physical damage. Protect against contamination. The authority permits and storage regulations must be observed.

Storage incompatibility:
General advice: Segregate from incompatible substances. Segregate from foods and animal feeds. Segregate from textiles and similar materials.

Temperature tolerance
Protect from temperatures below: 0 °C
Changes in the properties of the product may occur if substance/product is stored below indicated temperature for extended periods of time.
Protect from temperatures above: 40 °C
Changes in the properties of the product may occur if substance/product is stored above indicated temperature for extended periods of time.

8. Exposure Controls and Personal Protection

Users of a pesticidal product should refer to the product label for personal protective equipment requirements.

Advice on system design:
Whenever possible, engineering controls should be used to minimize the need for personal protective equipment.

Personal protective equipment

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

Respiratory protection:
Wear respiratory protection if ventilation is inadequate. Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator. For situations where the airborne concentrations may exceed the level for which an air purifying respirator is effective, or where the levels are unknown or Immediately Dangerous to Life or Health (IDLH), use NIOSH-certified full facepiece pressure demand self-contained breathing apparatus (SCBA) or a full facepiece pressure demand supplied-air respirator (SAR) with escape provisions.

Hand protection:
Chemical resistant protective gloves, Protective glove selection must be based on the user's assessment of the workplace hazards.

Eye protection:
Safety glasses with side-shields. Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection:
Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, chemical-protection suit.

General safety and hygiene measures:
Wear long sleeved work shirt and long work pants in addition to other stated personal protective equipment. Work place should be equipped with a shower and an eye wash. Handle in accordance with good industrial hygiene and safety practice. Personal protective equipment should be decontaminated prior to reuse. Gloves must be inspected regularly and prior to each use. Replace if necessary (e.g. pinhole leaks). Take off immediately all contaminated clothing. Store work clothing separately. Hands and/or face should be washed

before breaks and at the end of the shift. No eating, drinking, smoking or tobacco use at the place of work. Keep away from food, drink and animal feeding stuffs.

9. Physical and Chemical Properties

Form:	liquid		
Odour:	characteristic		
Colour:	beige		
pH value:	7.2	(10 g/l)	
onset of boiling:	approx. 100 °C	(1,013 hPa)	Information applies to the solvent.
Density:	1.06 g/cm3	(20 °C)	
Vapour density:		not determined	
Partitioning coefficient n-octanol/water (log Pow):		not applicable	
Viscosity, dynamic:	approx. 1,600 - 1,850 mPa.s	(21.6 °C)	
Solubility in water:		dispersible	
Molar mass:	437.15 g/mol		

10. Stability and Reactivity

Conditions to avoid:
Avoid all sources of ignition: heat, sparks, open flame. Avoid prolonged storage. Avoid electro-static discharge. Avoid contamination. Avoid prolonged exposure to extreme heat. Avoid extreme temperatures.

Substances to avoid:
strong oxidizing agents

Hazardous reactions:
The product is chemically stable.
Hazardous polymerization will not occur. No hazardous reactions if stored and handled as prescribed/indicated.

Decomposition products:
Hazardous decomposition products: No hazardous decomposition products if stored and handled as prescribed/indicated., Prolonged thermal loading can result in products of degradation being given off.

Thermal decomposition:
Possible thermal decomposition products:
carbon monoxide, carbon dioxide, nitrogen oxide, Hydrogen chloride, hydrogen fluoride, Sulphur dioxide
Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released. If product is heated above decomposition temperature hazardous fumes may be released.

Corrosion to metals:
Corrosive effects to metal are not anticipated.

Oxidizing properties:
Not an oxidizer.
not fire-propagating

11. Toxicological information

Acute toxicity

Oral:
Type of value: LD50
Species: rat
Value: 1,999 mg/kg

Inhalation:
Type of value: LC50
Species: rat
Value: > 1.7 mg/l
Exposure time: 4 h

Type of value: LC50
Species: rat
Value: 6.8 mg/l (calculated)
Exposure time: 1 h

Dermal:
Type of value: LD50
Species: rat
Value: > 2,000 mg/kg

Irritation / corrosion

Skin:
Species: rabbit
Result: Slightly irritating.

Eye:
Species: rabbit
Result: Slightly irritating.

Sensitization:

Species: guinea pig
Skin sensitizing effects were not observed in animal studies.

Genetic toxicity

Information on: fipronil
Results from a number of mutagenicity studies with microorganisms, mammalian cell culture and mammals are available. Taking into account all of the information, there is no indication that the substance is mutagenic.

Carcinogenicity

Information on: fipronil
In long-term studies in rats the substance induced thyroid tumors. In long-term studies in rodents exposed to high doses, a tumorigenic effect was found; however, these results are thought to be due to a rodent-specific liver effect that is not relevant to humans.

Reproductive toxicity

Information on: fipronil
Animal studies gave no indication of a developmental toxic effect at doses that were not toxic to the parental animals.

Development:

Information on: fipronil
No indications of a developmental toxic / teratogenic effect were seen in animal studies.
---

12. Ecological Information

Fish

Acute:
Brachydanio rerio/LC50 (96 h): 3.89 mg/l

Aquatic invertebrates

Acute:
Daphnia pulex/EC50 (48 h): 0.2 mg/l

Aquatic plants

Information on: fipronil
Toxicity to aquatic plants:
green algae/EC50 (96 h): 0.068 mg/l
Common duckweed/EC50 (336 h): > 0.160 mg/l
green algae/EC50 (120 h): > 0.140 mg/l
Algae/EC50 (120 h): > 0.170 mg/l
Algae/EC50 (120 h): > 0.120 mg/l

Non-Mammals

Information on: fipronil
Other terrestrial non-mammals:
Honey bee/LD50 (48 d): 0,00593 ug/bee (contact)
Honey bee/LD50 (48 d): 0,00417 ug/bee (oral)

Degradability / Persistence
Biological / Abiological Degradation

Evaluation: Not readily biodegradable (by OECD criteria).

Other adverse effects:

The ecological data given are those of the active ingredient. Do not release untreated into natural waters.

13. Disposal considerations

Waste disposal of substance:
Pesticide wastes are regulated. Improper disposal of excess pesticide, spray mix or rinsate is a violation of federal law. If pesticide wastes cannot be disposed of according to label instructions, contact the State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container disposal:
Contaminated packaging should be emptied as far as possible and disposed of in the same manner as the substance/product.
Rinse thoroughly at least three times (triple rinse) in accordance with EPA recommendations. Consult state or local disposal authorities for approved alternative procedures such as container recycling. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

RCRA:
This product is not regulated by RCRA.

14. Transport Information

Reference Bill of Lading

15. Regulatory Information

Federal Regulations

Registration status:

Chemical	TSCA, US	blocked / not listed
Crop Protection	TSCA, US	released / exempt

OSHA hazard category: Acute target organ effects reported; Chronic target organ effects reported

EPCRA 311/312 (Hazard categories): Acute; Chronic

State regulations

State RTK	CAS Number	Chemical name
PA	57-55-6	Propylene glycol

16. Other Information

Refer to product label for EPA registration number.

Recommended use: insecticide

NFPA Hazard codes:
Health : 2 Fire: 1 Reactivity: 1 Special:

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

MSDS Prepared by:
BASF NA Product Regulations
msds@basf.com
MSDS Prepared on: 2012/01/04

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END OF DATA SHEET

BASF
The Chemical Company

Safety Data Sheet
TERMIDOR HE TECHNOLOGY

1. Product and Company Identification

Company
BASF CORPORATION
100 Campus Drive
Florham Park, NJ 07932, USA

24 Hour Emergency Response Information
CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP

2. Hazards Identification

Emergency overview

CAUTION:
KEEP OUT OF REACH OF CHILDREN.
MAY BE HARMFUL IF SWALLOWED.
May cause moderate but temporary irritation to the eyes.
May cause slight irritation to the skin.
Avoid contact with the skin, eyes and clothing.
Avoid inhalation of mists/vapours.
May be harmful to aquatic life.

State of matter: liquid
Colour: pale yellow, clear
Odour: faint odour

Potential health effects

Primary routes of exposure:
Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquified gases.

Irritation / corrosion:
May cause moderate but temporary irritation to the eyes. May cause slight irritation to the skin. The statements are based on the properties of the individual components.

Medical conditions aggravated by overexposure:
Individuals with pre-existing diseases of the respiratory system, skin or eyes may have increased susceptibility to excessive exposures.

3. Composition / Information on Ingredients

CAS Number	Content (W/W)	Chemical name

	100.0 %	Proprietary ingredients

4. First-Aid Measures

General advice:
First aid providers should wear personal protective equipment to prevent exposure. Remove contaminated clothing. Move person to fresh air. If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or physician for treatment advice. Have the product container or label with you when calling a poison control center or doctor or going for treatment.

If inhaled:
Remove the affected individual into fresh air and keep the person calm. Assist in breathing if necessary.

If on skin:
Rinse skin immediately with plenty of water for 15 - 20 minutes.

If in eyes:
Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing.

If swallowed:
Rinse mouth and then drink plenty of water. Do not induce vomiting. Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions.

Note to physician

Antidote:	No known specific antidote.
Treatment:	Treat symptomatically.

5. Fire-Fighting Measures

Flash point:	> 100 °C	Information applies to the solvent.
Self-ignition temperature:		Based on the water content the product does not ignite.

Suitable extinguishing media:
water spray, dry powder, foam, carbon dioxide

Hazards during fire-fighting:
carbon monoxide, carbon dioxide, nitrogen oxides
The substances/groups of substances mentioned can be released in case of fire.

Protective equipment for fire-fighting:
Wear self-contained breathing apparatus and chemical-protective clothing.

Further information:
Evacuate area of all unnecessary personnel. Contain contaminated water/firefighting water. Do not allow to enter drains or waterways.

6. Accidental release measures

Personal precautions:
Do not breathe vapour/spray. Use personal protective clothing. Avoid contact with the skin, eyes and clothing.

Environmental precautions:
Do not discharge into the subsoil/soil. Do not discharge into drains/surface waters/groundwater.

Cleanup:
Dike spillage. Pick up with suitable absorbent material. Place into suitable containers for reuse or disposal in a licensed facility. Spilled substance/product should be recovered and applied according to label rates whenever possible. If application of spilled substance/product is not possible, then spills should be contained, solidified, and placed in suitable containers for disposal. After decontamination, spill area can be washed with water. Collect wash water for approved disposal.

7. Handling and Storage

Handling

General advice:
Provide good ventilation of working area (local exhaust ventilation if necessary). Keep away from sources of ignition - No smoking. Keep container tightly sealed. Protect against heat. Protect contents from the effects of light. Protect from air. Handle and open container with care. Do not open until ready to use. Once container is opened, content should be used as soon as possible. Avoid aerosol formation. Provide means for controlling leaks and spills. Do not return residues to the storage containers. Avoid all direct contact with the substance/product. Avoid contact with the skin, eyes and clothing. Avoid inhalation of dusts/mists/vapours. Wear suitable personal protective clothing and equipment.

Protection against fire and explosion:
The relevant fire protection measures should be noted. Fire extinguishers should be kept handy. Avoid all sources of ignition: heat, sparks, open flame. Sources of ignition should be kept well clear. Avoid extreme heat. Keep away from oxidizable substances. Electrical equipment should conform to national electric code. Ground all transfer equipment properly to prevent electrostatic discharge. Electrostatic discharge may cause ignition.

Storage

General advice:
Keep only in the original container in a cool, dry, well-ventilated place away from ignition sources, heat or flame. Protect containers from physical damage. Protect against contamination.

Storage incompatibility:
General advice: Segregate from foods and animal feeds.

Temperature tolerance
Protect from temperatures below: 0 °C
Changes in the properties of the product may occur if substance/product is stored below indicated temperature for extended periods of time.
Protect from temperatures above: 40 °C
Changes in the properties of the product may occur if substance/product is stored above indicated temperature for extended periods of time.

8. Exposure Controls and Personal Protection

Advice on system design:
Whenever possible, engineering controls should be used to minimize the need for personal protective equipment.

Personal protective equipment

Respiratory protection:
Wear respiratory protection if ventilation is inadequate. Wear a NIOSH-certified (or equivalent) TC23C Chemical/Mechanical type filter system to remove a combination of particles, gas and vapours. For situations where the airborne concentrations may exceed the level for which an air purifying respirator is effective, or where the levels are unknown or Immediately Dangerous to Life or Health (IDLH), use NIOSH-certified full facepiece pressure demand self-contained breathing apparatus (SCBA) or a full facepiece pressure demand supplied-air respirator (SAR) with escape provisions.

Hand protection:
Chemical resistant protective gloves, Protective glove selection must be based on the user's assessment of the workplace hazards.

Eye protection:
Safety glasses with side-shields. Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection:
Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, chemical-protection suit.

General safety and hygiene measures:
Wear long sleeved work shirt and long work pants in addition to other stated personal protective equipment. Work place should be equipped with a shower and an eye wash. Handle in accordance with good industrial hygiene and safety practice. Personal protective equipment should be decontaminated prior to reuse. Gloves must be inspected regularly and prior to each use. Replace if necessary (e.g. pinhole leaks). Remove contaminated clothing. Store work clothing separately. Hands and/or face should be washed before breaks and at the end of the shift. No eating, drinking, smoking or tobacco use at the place of work. Keep away from food, drink and animal feeding stuffs.

9. Physical and Chemical Properties

Form:	liquid	
Odour:	faint odour	
Colour:	pale yellow, clear	
pH value:	5.8	(1 %(m)) (measured with the undiluted substance)
Freezing point:	< 0 °C	
Boiling point:	approx. 100 °C	
Vapour pressure:		The product has not been tested.
Density:	1.05 g/cm3	(20 °C)
Partitioning coefficient n-octanol/water (log Pow):		not applicable
Viscosity, dynamic:	292 mPa.s	(20 °C)
Solubility in water:		dispersible

10. Stability and Reactivity

Conditions to avoid:
Avoid all sources of ignition: heat, sparks, open flame. Avoid prolonged storage. Avoid electro-static discharge. Avoid contamination. Avoid prolonged exposure to extreme heat. Avoid extreme temperatures.

Substances to avoid:
strong acids, strong bases, strong oxidizing agents

Hazardous reactions:
The product is chemically stable.
Hazardous polymerization will not occur. No hazardous reactions if stored and handled as prescribed/indicated.

Decomposition products:
Hazardous decomposition products: No hazardous decomposition products if stored and handled as prescribed/indicated.

Thermal decomposition:
Possible thermal decomposition products:
carbon monoxide, carbon dioxide, nitrogen oxide, nitrogen dioxide, Hydrocarbons
Stable at ambient temperature. If product is heated above decomposition temperature, toxic vapours will be released.

Oxidizing properties:

Based on its structural properties the product is not classified as oxidizing.

11. Toxicological information

Acute toxicity

Information on: Proprietary Adjuvant
Assessment of acute toxicity:
Slightly toxic after single ingestion.

Oral:

Information on: Proprietary Adjuvant
Type of value: LD50
Species: rat (female)
Value: > 2,000 mg/kg (OECD Guideline 423)

Information on: Proprietary ingredient
Type of value: LD50
Species: rat
Value: > 2,000 mg/kg

Irritation / corrosion

Information on: Proprietary Adjuvant
Assessment of irritating effects:
Not irritating to eyes and skin.

Skin:

Information on: Proprietary Adjuvant
Species: In vitro assay
Result: non-irritant

Eye:

Information on: Proprietary Adjuvant
Species: In vitro assay
Result: non-irritant

Sensitization:

Information on: Proprietary Adjuvant
Mouse Local Lymph Node Assay (LLNA)
Species: mouse
Result: Non-sensitizing.
Method: OECD Guideline 429
Skin sensitizing effects were not observed in animal studies.
---

12. Ecological Information

Aquatic toxicity

Information on: Proprietary Adjuvant
Assessment of aquatic toxicity:

There is a high probability that the product is not acutely harmful to aquatic organisms. The product has not been fully tested. The statements have been derived in parts from products of a similar structure or composition.
Information on: Proprietary ingredient
Assessment of aquatic toxicity:
Acutely harmful for aquatic organisms.

---

13. Disposal considerations

Waste disposal of substance:
Dispose of in accordance with national, state and local regulations.

Container disposal:
Rinse thoroughly at least three times (triple rinse) in accordance with EPA recommendations. Consult state or local disposal authorities for approved alternative procedures such as container recycling. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

14. Transport Information

Land transport
USDOT

Not classified as a dangerous good under transport regulations

Sea transport
IMDG

Not classified as a dangerous good under transport regulations

Air transport
IATA/ICAO

Not classified as a dangerous good under transport regulations

15. Regulatory Information

Federal Regulations

Registration status:
Chemical TSCA, US released / listed

State regulations

CA Prop. 65:
THIS PRODUCT CONTAINS A CHEMICAL(S) KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

16. Other Information

Recommended use: adjuvant

Safety Data Sheet
TERMIDOR HE TECHNOLOGY

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

MSDS Prepared by:
BASF NA Product Regulations
msds@basf.com
MSDS Prepared on: 2012/02/21

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END OF DATA SHEET

BASF
The Chemical Company

Safety Data Sheet
TERMIDOR 9.1% SC.

1. Product and Company Identification

Use: crop protection product, insecticide

Company
BASF CORPORATION
100 Campus Drive
Florham Park, NJ 07932, USA

24 Hour Emergency Response Information
CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP

Substance number:	000000256709
Molecular formula:	C12 H4 Cl2 F6 N4 O S
Chemical family:	phenyl pyrazole
Synonyms:	fipronil

2. Hazards Identification

Emergency overview

CAUTION:
HARMFUL IF SWALLOWED.
HARMFUL IF ABSORBED THROUGH SKIN.
HARMFUL IF INHALED.
Causes eye irritation.
Do not get in eyes, on skin, or on clothing.
Do not breathe vapours/mists.
Wash thoroughly after handling.

See Product Label for additional precautionary statements.

State of matter: liquid
Colour: beige
Odour: characteristic

Potential health effects

Primary routes of exposure:
Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquified gases.

Acute toxicity:
Slightly toxic after single ingestion. Slightly toxic after short-term skin contact. Slightly toxic after short-term inhalation.

Irritation / corrosion:
May cause slight irritation to the skin. May cause moderate but temporary irritation to the eyes.

Sensitization:
Skin sensitizing effects were not observed in animal studies.

Medical conditions aggravated by overexposure:
Individuals with pre-existing diseases of the respiratory system, skin or eyes may have increased susceptibility to excessive exposures.

Signs and symptoms of overexposure:
CNS stimulation, tremors, convulsions

Potential environmental effects

Aquatic toxicity:
Very toxic (acute effect) to aquatic organisms.

Terrestrial toxicity:
With high probability not acutely harmful to terrestrial organisms.

3. Composition / Information on Ingredients

CAS Number	Content (W/W)	Chemical name
120068-37-3	9.1 %	fipronil
57-55-6	3.0 %	Propylene glycol
	87.9 %	Proprietary ingredients

4. First-Aid Measures

General advice:
First aid providers should wear personal protective equipment to prevent exposure. Remove contaminated clothing. Move person to fresh air. If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or physician for treatment advice. Have the product container or label with you when calling a poison control center or doctor or going for treatment.

If inhaled:
Remove the affected individual into fresh air and keep the person calm.

If on skin:
Rinse skin immediately with plenty of water for 15 - 20 minutes.

If in eyes:
Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing.

If swallowed:
Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Do not induce vomiting. Have person sip a glass of water if able to swallow.

Note to physician

Antidote:	No known specific antidote.
Treatment:	Treat symptomatically. Anticonvulsant therapy as routinely administered to humans. Based on animal studies diazepam and phenobarbital prevented convulsions. Due to the slow elimination of the active compound and its metabolites, the treatment must be continued for several days, gradually decreasing the dose of anticonvulsant based on the clinical response.

Safety Data Sheet
TERMIDOR 9.1% SC.

5. Fire-Fighting Measures

Flash point:	> 206.96 °F	
Autoignition:		Information applies to the solvent. not applicable
Self-ignition temperature:		not self-igniting

Suitable extinguishing media:
foam, dry powder, carbon dioxide, water spray

Hazards during fire-fighting:
carbon monoxide, carbon dioxide, hydrogen fluoride, Hydrogen chloride, nitrogen oxides, sulfur oxides, acid halides
If product is heated above decomposition temperature, toxic vapours will be released. The substances/groups of substances mentioned can be released if the product is involved in a fire.

Protective equipment for fire-fighting:
Wear self-contained breathing apparatus and chemical-protective clothing.

Further information:
In case of fire and/or explosion do not breathe fumes. Keep containers cool by spraying with water if exposed to fire. Collect contaminated extinguishing water separately, do not allow to reach sewage or effluent systems. Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

6. Accidental release measures

Personal precautions:
Take appropriate protective measures. Clear area. Shut off source of leak only under safe conditions. Extinguish sources of ignition nearby and downwind. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.

Environmental precautions:
Do not discharge into the subsoil/soil. Do not discharge into drains/surface waters/groundwater. Contain contaminated water/firefighting water.

Cleanup:
Dike spillage. Pick up with suitable absorbent material. Place into suitable containers for reuse or disposal in a licensed facility. Spilled substance/product should be recovered and applied according to label rates whenever possible. If application of spilled substance/product is not possible, then spills should be contained, solidified, and placed in suitable containers for disposal. After decontamination, spill area can be washed with water. Collect wash water for approved disposal.

7. Handling and Storage

Handling

General advice:
RECOMMENDATIONS ARE FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS. PESTICIDE APPLICATORS & WORKERS must refer to the Product Label and Directions for Use attached to the product for Agricultural Use Requirements in accordance with the EPA Worker Protection Standard 40 CFR part 170. Ensure adequate ventilation. Provide good ventilation of working area (local exhaust ventilation if necessary). Keep away from sources of ignition - No smoking. Keep container tightly sealed. Protect contents from the effects of light. Protect against heat. Protect from air. Handle and open container with care. Do not open until ready to use. Once container is opened, content should be used as soon as possible. Avoid aerosol formation. Avoid dust formation. Provide means for controlling leaks and spills. Do not return residues to the storage containers. Follow label warnings even after container is emptied. The substance/ product may be handled only by appropriately trained personnel. Avoid all direct contact with the substance/product. Avoid contact with the skin, eyes and clothing. Avoid inhalation of dusts/mists/vapours. Wear suitable personal protective clothing and equipment.

Protection against fire and explosion:
The relevant fire protection measures should be noted. Fire extinguishers should be kept handy. Avoid all sources of ignition: heat, sparks, open flame. Sources of ignition should be kept well clear. Avoid extreme heat. Keep away from oxidizable substances. Electrical equipment should conform to national electric code. Ground all transfer equipment properly to prevent electrostatic discharge. Electrostatic discharge may cause ignition.

Storage

General advice:
Keep only in the original container in a cool, dry, well-ventilated place away from ignition sources, heat or flame. Protect containers from physical damage. Protect against contamination. The authority permits and storage regulations must be observed.

Storage incompatibility:
General advice: Segregate from incompatible substances. Segregate from foods and animal feeds. Segregate from textiles and similar materials.

Temperature tolerance
Protect from temperatures below: 0 °C
Changes in the properties of the product may occur if substance/product is stored below indicated temperature for extended periods of time.
Protect from temperatures above: 40 °C
Changes in the properties of the product may occur if substance/product is stored above indicated temperature for extended periods of time.

8. Exposure Controls and Personal Protection

Users of a pesticidal product should refer to the product label for personal protective equipment requirements.

Advice on system design:
Whenever possible, engineering controls should be used to minimize the need for personal protective equipment.

Personal protective equipment

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

Respiratory protection:
Wear respiratory protection if ventilation is inadequate. Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator. For situations where the airborne concentrations may exceed the level for which an air purifying respirator is effective, or where the levels are unknown or Immediately Dangerous to Life or Health (IDLH), use NIOSH-certified full facepiece pressure demand self-contained breathing apparatus (SCBA) or a full facepiece pressure demand supplied-air respirator (SAR) with escape provisions.

Hand protection:
Chemical resistant protective gloves, Protective glove selection must be based on the user's assessment of the workplace hazards.

Eye protection:
Safety glasses with side-shields. Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection:
Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, chemical-protection suit.

General safety and hygiene measures:
Wear long sleeved work shirt and long work pants in addition to other stated personal protective equipment. Work place should be equipped with a shower and an eye wash. Handle in accordance with good industrial hygiene and safety practice. Personal protective equipment should be decontaminated prior to reuse. Gloves must be inspected regularly and prior to each use. Replace if necessary (e.g. pinhole leaks). Take off

immediately all contaminated clothing. Store work clothing separately. Hands and/or face should be washed before breaks and at the end of the shift. No eating, drinking, smoking or tobacco use at the place of work. Keep away from food, drink and animal feeding stuffs.

9. Physical and Chemical Properties

Form:	liquid	
Odour:	characteristic	
Colour:	beige	
pH value:	7.2	(10 g/l)
onset of boiling:	approx. 100 °C	(1,013 hPa) Information applies to the solvent.
Density:	1.06 g/cm3	(20 °C)
Partitioning coefficient n-octanol/water (log Pow):		not applicable
Viscosity, dynamic:	approx. 1,600 - 1,850 mPa.s	(21.6 °C)
Solubility in water:		dispersible
Molar mass:	437.15 g/mol	

10. Stability and Reactivity

Conditions to avoid:
Avoid all sources of ignition: heat, sparks, open flame. Avoid extreme temperatures. Avoid prolonged exposure to extreme heat. Avoid contamination. Avoid electro-static discharge. Avoid prolonged storage.

Substances to avoid:
strong oxidizing agents

Hazardous reactions:
The product is chemically stable.
Hazardous polymerization will not occur. No hazardous reactions if stored and handled as prescribed/indicated.

Decomposition products:
Hazardous decomposition products: No hazardous decomposition products if stored and handled as prescribed/indicated., Prolonged thermal loading can result in products of degradation being given off.

Thermal decomposition:
Possible thermal decomposition products:
carbon monoxide, carbon dioxide, nitrogen oxide, Hydrogen chloride, hydrogen fluoride, Sulphur dioxide
Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released. If product is heated above decomposition temperature hazardous fumes may be released.

Corrosion to metals:
Corrosive effects to metal are not anticipated.

Oxidizing properties:
Not an oxidizer.
not fire-propagating

11. Toxicological information

Acute toxicity

Oral:
Type of value: LD50
Species: rat
Value: 1,999 mg/kg

Inhalation:
Type of value: LC50
Species: rat
Value: > 1.7 mg/l
Exposure time: 4 h

Type of value: LC50
Species: rat
Value: 6.8 mg/l (calculated)
Exposure time: 1 h

Dermal:
Type of value: LD50
Species: rat
Value: > 2,000 mg/kg

Irritation / corrosion

Skin:
Species: rabbit
Result: Slightly irritating.

Eye:
Species: rabbit
Result: Slightly irritating.

Sensitization:

Species: guinea pig
Skin sensitizing effects were not observed in animal studies.

Genetic toxicity

Information on: fipronil
Results from a number of mutagenicity studies with microorganisms, mammalian cell culture and mammals are available. Taking into account all of the information, there is no indication that the substance is mutagenic.

Carcinogenicity

Information on: fipronil
In long-term studies in rats the substance induced thyroid tumors. In long-term studies in rodents exposed to high doses, a tumorigenic effect was found; however, these results are thought to be due to a rodent-specific liver effect that is not relevant to humans.

Reproductive toxicity

Information on: fipronil
Animal studies gave no indication of a developmental toxic effect at doses that were not toxic to the parental animals.

Development:

Information on: fipronil
No indications of a developmental toxic / teratogenic effect were seen in animal studies.
---

12. Ecological Information

Fish

Acute:
Brachydanio rerio/LC50 (96 h): 3.89 mg/l

Aquatic invertebrates

Acute:
Daphnia pulex/EC50 (48 h): 0.2 mg/l

Aquatic plants

Information on: fipronil
Toxicity to aquatic plants:
green algae/EC50 (96 h): 0.068 mg/l
Common duckweed/EC50 (336 h): > 0.160 mg/l
green algae/EC50 (120 h): > 0.140 mg/l
Algae/EC50 (120 h): > 0.170 mg/l
Algae/EC50 (120 h): > 0.120 mg/l

Non-Mammals

Information on: fipronil
Other terrestrial non-mammals:
bobwhite quail/LD50: > 2,000 mg/kg
bobwhite quail/LC50: > 5,000 ppm
Honey bee/LD50: > 100 ug/bee
mallard duck/LC50: > 5,000 ppm

Degradability / Persistence
Biological / Abiological Degradation

Evaluation: Not readily biodegradable (by OECD criteria).

Other adverse effects:

The ecological data given are those of the active ingredient. Do not release untreated into natural waters.

13. Disposal considerations

Waste disposal of substance:
Pesticide wastes are regulated. Improper disposal of excess pesticide, spray mix or rinsate is a violation of federal law. If pesticide wastes cannot be disposed of according to label instructions, contact the State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container disposal:
Contaminated packaging should be emptied as far as possible and disposed of in the same manner as the substance/product.
Rinse thoroughly at least three times (triple rinse) in accordance with EPA recommendations. Consult state or local disposal authorities for approved alternative procedures such as container recycling. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

RCRA:
This product is not regulated by RCRA.

14. Transport Information

Safety Data Sheet
TERMIDOR 9.1% SC.

Reference Bill of Lading

15. Regulatory Information

Federal Regulations

Registration status:

Chemical	TSCA, US	blocked / not listed
Crop Protection	TSCA, US	released / exempt

OSHA hazard category: Acute target organ effects reported; Chronic target organ effects reported

EPCRA 311/312 (Hazard categories): Acute; Chronic

State regulations

State RTK	CAS Number	Chemical name
PA	57-55-6	Propylene glycol

16. Other Information

Refer to product label for EPA registration number.

Recommended use: insecticide

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

MSDS Prepared by:
BASF NA Product Regulations
msds@basf.com
MSDS Prepared on: 2010/07/14

IMPORTANT: WHILE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION CONTAINED HEREIN ARE PRESENTED IN GOOD FAITH AND BELIEVED TO BE ACCURATE , IT IS PROVIDED FOR YOUR GUIDANCE ONLY. BECAUSE MANY FACTORS MAY AFFECT PROCESSING OR APPLICATION/USE, WE RECOMMEND THAT YOU MAKE TESTS TO DETERMINE THE SUITABILITY OF A PRODUCT FOR YOUR PARTICULAR PURPOSE PRIOR TO USE. NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, DATA OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, DATA OR INFORMATION MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, INFORMATION, DATA OR DESIGNS PROVIDED BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE. FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE DESCRIPTIONS, DESIGNS, DATA, AND INFORMATION FURNISHED BY BASF HEREUNDER ARE GIVEN GRATIS AND BASF ASSUMES NO OBLIGATION OR LIABILITY FOR THE DESCRIPTION, DESIGNS, DATA AND INFORMATION GIVEN OR RESULTS OBTAINED, ALL SUCH BEING GIVEN AND ACCEPTED AT YOUR RISK.
END OF DATA SHEET

Group 2B Insecticide

Supplemental Label

TERMIDOR® SC

TERMITICIDE/INSECTICIDE

Permitted frequency and dilution rate application scenarios

This supplemental label expires September 24, 2017, and must not be used or distributed after this date.

Not for use in California

Active Ingredient:

fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)-1*H*-pyrazole-3-carbonitrile	9.1%
Other Ingredients:	90.9%
Total:	100.0%

One gallon of **Termidor® SC Termiticide/Insecticide** contains 0.8 lb of fipronil.

EPA Reg. No. 7969-210

Directions For Use

- It is a violation of federal law to use this product in a manner inconsistent with its labeling.
- The supplemental labeling and the entire **Termidor® SC Termiticide/Insecticide** container label, EPA Reg. No. 7969-210 must be in possession of the user at the time of application.
- Read the label affixed to the container for **Termidor SC** before applying.
- Use of **Termidor SC** according to this labeling is subject to the use precautions and limitations imposed by the label affixed to the container for **Termidor SC**.

Use Directions

Apply to listed pests and/or listed structures on the **Termidor SC** container label in the **DIRECTIONS FOR USE TO CONTROL LISTED PESTS ON OUTSIDE SURFACES AND ALONG FOUNDATION PERIMETER OF LISTED STRUCTURES** section.

More than two applications of **Termidor SC** per calendar year can be made only if applied according to one of the following frequency and dilution rate application scenarios. **DO NOT** exceed the specified number of applications per calendar year.

Permitted Termidor SC Frequency and Dilution Rate Application Scenarios	
% Termidor SC finished dilution	
0.03% 4 times/calendar year	0.03% 2 times/calendar year and 0.06% 1 time/calendar year

BASF Corporation
26 Davis Drive, Research Triangle Park, NC 27709

BASF
We create chemistry

Conditions of Sale and Warranty

The **Directions For Use** of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and must be followed carefully. However, it is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or use of the product in a manner inconsistent with its labeling, all of which are beyond the control of BASF CORPORATION ("BASF") or the Seller. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer.

BASF warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the **Directions For Use**, subject to the inherent risks, referred to above.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY AND BASF'S EXCLUSIVE LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE OF THE PRODUCT.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF AND THE SELLER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

BASF and the Seller offer this product, and the Buyer and User accept it, subject to the foregoing **Conditions of Sale and Warranty** which may be varied only by agreement in writing signed by a duly authorized representative of BASF. PC309

NOTICE TO BUYER

Purchase of this material does not confer any rights under BASF's patents relating to this product. **Termidor® termiticide** is specially formulated and sold by BASF for the control of termites according to the directions on this label. The purchaser agrees to employ the purchased quantity of **Termidor® termiticide** only for the specified uses. Uses of **Termidor® termiticide** other than those specified on this label are not licensed through the purchase of this product. The use of this product for other purposes may violate patent rights of BASF. The purchaser assumes all risks as to the patents of others.

Termidor *and the* ◎ *symbol are registered trademarks of BASF.*

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Based on: NVA 2014-04-220-0027

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JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

April 25, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd. **Specifications for this project may be obtained for a non-refundable fee of $25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Major Drive Extension From SH 124 to LaBelle Rd**
BID NO:	**IFB 16-008/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, May 24, 2016**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a **Mandatory Pre-bid Conference** at 10:00 AM CDT on Wednesday, May 11, 2016, at the Jefferson County Engineering Department Conference Room located on the 5th floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – April 27th and May 4th, 2016

IFB 16-008/JW
Major Drive Extension From SH 124 to LaBelle Rd
Bids due: 11:00 AM CDT, Tuesday, May 24, 2016

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Bidder is responsible for returning all required pages (marked with an "X" above) with the bid.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 3rd Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

5. Signatures

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

6. County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

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

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract.

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

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

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

contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid.

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

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

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance (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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

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

9.4 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.

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

9.5.1 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

9.5.2 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.

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

9.7 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.

9.8 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.

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

9.9.1 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.

9.9.2 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.

9.9.3 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.

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

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

9.9.4.2 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.

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

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 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.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared T.W. HARRISON (name), who

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

"I, T.W. HARRISON (name) am a duly authorized officer of/agent

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

foregoing on behalf of the said ALLCO (name of firm).

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

Name and address of bidder: ALLCO

PO BOX 3684, BEAUMONT, TEXAS 77704

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

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

Signature:

ALLCO, L.L.C. TEXAS

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

this the 24TH day of MAY, 2016.

JACQUELINE CHRISTOPHER Notary Public, State Of Texas Comm. Expires 05-21-2020 My Notary ID # 155932-5

Notary Public in and for the State of TEXAS

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd

Bidder's Company/Business Name: ALLCO

Bidder's TAX ID Number: 76-0685119

Contact Person: BRANDON HARRISON **Title:** PROJECT MANAGER

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

Alternate Phone Number if available (with area code): 409-790-9464

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

Email Address: bharrison@allco.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

PO BOX 3684 (physical: 6720 College)
Address

BEAUMONT, TX 77704
City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

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): ONE, _____, _____, _____.

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

ALLCO
Company Name

PO BOX 3684
Address

BEAUMONT, TEXAS 77704
City State Zip

Signature of Person Authorized to Sign

T.W. HARRISON
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

T.W. HARRISON
Name

409-860-4459 409-860-3857
Phone Fax

tharrison@allco.com
E-mail

ALLCO, L.L.C. TEXAS

Bidder Shall Return Completed Form with Offer.

SAMPLE CONTRACT

This agreement made this _____ day of _____, 2016, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract document itself) included herein, and

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

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

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contactor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **$700.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the amount of $ _____ for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: IFB 16-008/JW, Major Drive Extension.

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

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

The work to be constructed under this contract shall be completed in 180 working days.

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

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

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

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

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

COUNTY OF JEFFERSON
Party of the First Part

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

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

_____
Don Rao, Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____
Printed Name & Title

_____
Signature

_____
Firm/Company Name

ATTEST: _____ DATE: _____
Carolyn L. Guidry, County Clerk

SAMPLE

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

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

Jefferson County

as Obligee, hereinafter called the Obligee, in the sum of ****5% GAB**** Dollars **(**Five Percent of Greatest Amount Bid**),** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Major Drive Extension From SH 124 to LaBelle Road
IFB 16-008/JW

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **24th** day of **May, 2016.**

ALLCO, L.L.C. TEXAS

Jackie Christopher
(Witness)

Allco

(Principal) (Seal)

T.W. Harrison, President (Title)

Nicole LeBlanc
Nicole LeBlanc (Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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

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

S-1869-G (07-97)

TRAVELERS

POWER OF ATTORNEY

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

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

Attorney-In Fact No. 226569 **Certificate No.** 006052251

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of September, 2014.

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

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

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 5th day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

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

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

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

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

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

Unit price for each linear foot of Concrete Curb Removed

REVISED BID FORM

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0100	2001		PREPARING ROW Two Thousand Eight Hunded DLRS AND zero CENTS	AC	15.00	42,000.00
	0105	2043		REMOVING STAB BASE & ASPH PAV (0-6") Six DLRS AND zero CENTS	SY	6,192.00	37,152.00
	0110	2004		EXCAVATION (ROADWAY AND CHANNEL) Nine DLRS AND Twenty five CENTS	CY	21,049.00	194,703.25
	0164	2023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) zero DLRS AND thirty four CENTS	SY	72,193.00	24,545.62
	0247	2240		FL BS (CMP IN PLACE)(TY A GR 2)(12") Eighteen DLRS AND zero CENTS	SY	38,335.00	690,030.00
	0260	2006		LIME TRT (EXST MATL) (6") Three DLRS AND Fifty CENTS	SY	40,327.00	141,144.50
	0260	2060		LIME (HYDRATED OR COMMERCIAL)(SLURRY) One Hundred Seventy five DLRS AND zero CENTS	TON	871.00	152,425.00
	0310	2005		PRIME COAT (MC-30 OR AE-P) Five DLRS AND zero CENTS	GAL	9,584.00	47,920.00
	0316	2010		ASPH (CRS-2) Three DLRS AND Eighty CENTS	GAL	28,752.00	109,257.60

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0316	2679		AGGR(TY-D GR-3 OR TY-L GR-3) One Hundred ninety — DLRS AND two — CENTS	CY	366.00	69,547.32
	0316	2850		AGGR (TY-D GR-4 OR TY-L GR-4) One Hundred ninety — DLRS AND zero — CENTS	CY	320.00	60,800.00
	0464	2005		RC PIPE (CL III) (24 IN) Sixty five — DLRS AND zero — CENTS	LF	206.00	13,390.00
	0464	2009		RC PIPE (CL III) (36 IN) Eighty five — DLRS AND zero — CENTS	LF	224.00	19,040.00
	0467	2227		SET (TY II) (36 IN)(RCP) (4:1)(C) One Thousand nine Hundred Sixty two DLRS AND fifty — CENTS	EA	8.00	15,700.00
	0467	2236		SET (TY II) (24 IN)(RCP) (6:1)(C) One Thousand Six Hunded fifty DLRS AND zero — CENTS	EA	2.00	3,300.00
	0467	2288		SET (TY II) (24 IN)(RCP) (6:1)(P) One Thousand Two Hundred sixty two DLRS AND fifty — CENTS	EA	8.00	10,100.00
	0472	2005		REMOV & RE-LAY PIPE (24 IN) Forty Five — DLRS AND zero — CENTS	LF	48.00	2,160.00
	0472	2009		REMOV & RE-LAY PIPE (36 IN) Sixty five — DLRS AND zero — CENTS	LF	32.00	2,080.00
	0496	2007		REMOV STR (PIPE) Forty Six — DLRS AND zero — CENTS	LF	32.00	1,472.00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0500	2001		MOBILIZATION Seventy five thousand nine Hundred seventy four DLRS AND Thirty Seven CENTS	LS	1.00	75,974.37
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING Seven Hundred fifty — DLRS AND Zero CENTS	MO	12.00	9,000.00
	0530	2010		DRIVEWAYS (CONC) One Hundred forty five — DLRS AND Zero CENTS	SY	77.00	11,165.00
	0540	2002		MTL W-BEAM GD FEN (STEEL POST) One Hundred ten — DLRS AND Zero CENTS	LF	37.50	4,125.00
	0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) Four Hundred Eighty nine DLRS AND Zero CENTS	EA	17.00	8,313.00
	0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) Six Hundred thirty one DLRS AND Zero CENTS	EA	3.00	1,893.00
	0644	2006		IN SM RD SN SUP&AM TY10BWG(1)SA(U) Seven Hundred Eighty Six DLRS AND Zero CENTS	EA	2.00	1,572.00
	0658	2500		INSTL OM ASSM (OM-4)(TWT)(WAS) Four Hundred Twenty nine DLRS AND Zero CENTS	EA	4.00	1,716.00
	0666	2012		REFL PAV MRK TY I (W) 4" (SLD) (100MIL) Zero — DLRS AND Forty Two CENTS	LF	18,973.00	7,968.66
	0666	2036		REFL PAV MRK TY I (W) 8" (SLD) (100MIL) One — DLRS AND Thirty CENTS	LF	480.00	624.00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0666	2048		REFL PAV MRK TY I (W) 24"(SLD) (100MIL) thirteen DLRS AND zero CENTS	LF	78.00	1,014.00
	0666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL) Two Hundred five DLRS AND zero CENTS	EA	8.00	1,640.00
	0666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL) three Hundred fifteen DLRS AND zero CENTS	EA	8.00	2,520.00
	0666	2102		REF PAV MRK TY I(W) 36"(YLD TRI) (100MIL) Seventy Seven DLRS AND zero CENTS	EA	20.00	1,540.00
	0666	2105		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL) Zero DLRS AND Forty four CENTS	LF	1,630.00	717.20
	0666	2111		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) Zero DLRS AND Forty Two CENTS	LF	8,374.00	3,517.08
	0666	2132		REFL PAV MRK TY I (Y) 24"(SLD) (100MIL) thirteen DLRS AND zero CENTS	LF	77.00	1,001.00
	0672	2012		REFL PAV MRKR TY I-C Six DLRS AND Sixty CENTS	EA	49.00	323.40
	0672	2015		REFL PAV MRKR TY II-A-A Five DLRS AND Fifty CENTS	EA	324.00	1,782.00
	1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL three DLRS AND zero CENTS	LF	920.00	2,760.00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE Two DLRS AND Zero CENTS	LF	920.00	1,840.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	1,777,773.00

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 5-16-16

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

RECEIVED MAY 17 2016

ADDENDUM TO IFB

IFB Number:	IFB 16-008/JW
IFB Title:	Major Drive Extension From SH 124 to LaBelle Rd
IFB Due:	**11:00 am CDT, Tuesday, May 24, 2016**
Addendum No.:	1
Issued (Date):	May 16, 2016

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:

The proposed left and right ditch grades along Major Drive Extension have been revised from Sta. 587+00 to Sta. 600+00 and the ditch berm has been extended to Sta. 590+00.

The following modifications are made to the plans and contract documents:
- Sheets 9, 10, and 22-28 of the plans are replaced with the new Sheets 9, 10, and 22-28 attached to this addendum.
- The entire Bid Form in the specification package (Pgs 23-27) is replaced with the Revised Bid Form attached to this addendum. The only change is to the quantity for Item 0110 2004 on Pg 23.

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:

Mary Beth DeLord
Witness

Jackie Christopher
Witness

Approved by ____ Date: _____

Authorized Signature (Bidder) T.W. HARRISON

PRESIDENT
Title of Person Signing Above

ALLCO
Typed Name of Business or Individual

PO BOX 3684, BEAUMONT, TX 77704
Address

ALLCO, L.L.C. TEXAS

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: PLEASE SEE ATTACHED.

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

ALLCO
LIST OF PROJECTS NOW ENGAGED IN COMPLETING

Contract Amount	Class of Work	Percent Completed	Where Located City/County/State	Owner or Owner Representative
5,600,000	Crenshaw Water Plant Ground Storage Tank	97%	Pasadena Harris Texas	City of Pasadena 1114 Davis Street Ste. 300 Pasadena Texas 77506 713-475-4995
12,605,000	Surface Water Treatment Plant Improvements Phase I	93%	Port Arthur Jefferson Texas	Arceneaux Wilson & Cole 2901 Turtle Creek Dr. #320 Port Arthur Texas 77642 409-724-7888
7,950,000	Water Treatment Plant Lake Livingston Water & Sewer Service Corp	85%	Livingston Polk Texas	Enprotec/Hibbs & Todd 402 Cedar Street Abilene Texas 79601 325-698-5560
50,000,000	Alligator Bayou Pump Station Annex-Drainage District No. 7	53%	Port Arthur Jefferson Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
15,990,000	New High School Buna Independent School District	65%	Buna Jasper Texas	Architectural Alliance 350 Pine Street Ste. 720 Beaumont Texas 77701 409-866-7196
300,000	Site Grading Port Arthur Business Park	48%	Port Arthur Jefferson Texas	Arceneaux Wilson & Cole 2901 Turtle Creek Dr. #320 Port Arthur Texas 77642 409-724-7888
191,000,000	Textile Manufacture Facility	0%	Port Arthur Jefferson Texas	Pure Renewable Systems 6712 E. 118 Street Bixby Oklahoma 74008 918-406-2557
2,690,000	Port Acres Wastewater Treatment Plant Improvements	43%	Port Acres Jefferson Texas	Arceneaux Wilson & Cole 2901 Turtle Creek Dr. #320 Port Arthur Texas 77642 409-724-7888

ALLCO
LIST OF PROJECTS NOW ENGAGED IN COMPLETING

Contract Amount	Class of Work	Percent Completed	Where Located City/County/State	Owner or Owner Representative
2,200,000	City of Anahuac Wastewater Treatment Plant Rehab ContractA	30%	Anahuac Chambers Texas	Carroll & Blackman 3120 Fannin Street Beaumont Texas 77702 409-833-3363
1,300,000	City of Rose City Bridges Project #2	66%	Rose City Orange Texas	Goodwin Lasiter 1609 S. Chestnut Ste. 202 Lufkin Texas 75901 936-637-6336
740,000	Asphalt Road Repairs Rosen & Various Streets City of Bridge City	55%	Bridge City Orange Texas	Action Engineers 8460 Central Mall Dr. Ste. J Port Arthur Texas 77642 409-983-6263
23,750,000	Surface Water Treatment Plant Improvements Phase 2	25%	Port Arthur Jefferson Texas	Arceneaux Wilson & Cole 2901 Turtle Creek Dr. Ste. 320 Port Arthur Texas 77642 409-724-7888
3,260,000	Jack Brooks Regional Airport Runway Reconstruction	15%	Beaumont Jefferson Texas	Garver USA C/O 1149 Pearl Street Beaumont Texas 77701 713-491-8333
2,861,000	Wastewater Treatment Plant Expansion Phase 2A & 2B	5%	Orange Orange Texas	Schaumburg & Polk 8865 College Street Beaumont Texas 77707 409-866-0341

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
12,900,000	South Park Drainage Relief Project	2015	Beaumont Jefferson Texas	City of Beaumont 801 Main Street Beaumont Texas 77701 409-880-3725
1,407,000	Water & Sewer Rehab South Park Area	2015	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-735-3000
1,612,000	Coopers Gully Pump Station - City of Orange	2015	Orange Orange Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
3,400,000	Water System Improv. Keith Lake to Sabine Pass Standpipe	2015	Port Arthur Jefferson Texas	Arceneaux & Gates 2901 Turtle Creek Drive Port Arthur Texas 77642 409-724-7888
1,130,000	Wastewater Treatment Plant Improvements Phase IA & IB	2015	Orange Orange Texas	Schaumburg & Polk 8865 College Street Beaumont Texas 77707 409-866-0341
3,200,000	24" Waterline City of Port Arthur-19th St. to Sabine Neches Canal	2015	Port Arthur Jefferson Texas	Arceneaux & Gates 2901 Turtle Creek Drive Port Arthur Texas 77642 409-724-7888
3,492,000	Sanitary Sewer Impr 54" Interceptor	2015	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
1,750,000	Wastewater Collection Rehabilitation	2015	Nederland Jefferson Texas	Schaumburg & Polk Inc. 8865 College Street Beaumont Texas 77707 409-866-0341

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
3,350,000	Detention Ponds & Drainage Facilities Imperial Phase II	2015	Sugarland Fort Bend Texas	LJA Engineers 2929 Briarpark Houston Texas 77042 713-953-520
4,500,000	Orange County WCID #1 Cloverleaf Tiger Lake Lift Station/Force Main	2014	Vidor Orange Texas	Carroll & Blackman 3120 Fannin Beaumont Texas 77702 409-833-3363
1,800,000	City of Missouri City Prestressed Concrete Clearwell	2014	Missouri City Fort Bend Texas	Enprotec/Hibbs & Todd 402 Cedar Street Abilene Texas 79601 325-698-5560
2,500,000	Asphalt Road Repair City Wide -Bridge City	2014	Bridge City Orange Texas	d.p. Consulting Engineers 3727 Doctors Drive Port Arthur Texas 77642 409-983-6263
430,000	Clarifier Rehabilitation	2014	Orange Orange Texas	Firestone Polymers 5713 FM 1006 Orange Texas 77630 409-924-4626
457,000	Post Office Lift Station Improvements	2014	Port Neches Jefferson Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
2,400,000	Fort Polk Sewer American Water	2014	Fort Polk Vernon Louisiana	Arceneaux & Gates 3501 Turtle Creek Drive Port Arthur Texas 77642 409-724-7888
10,000,000	Richland Chambers Wetland Expansion Improvements	2013	Fairfield Navarro Texas	Alan Plummer Associates 1349 Empire Central Ste 1000 Dallas Texas 75247 214-631-6100

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
2,000,000	Water System Improvements	2013	Nederland Jefferson Texas	City of Nederland 1400 Boston Avenue Nederland Texas 77627 409-723-1542
2,700,000	Sanitary Sewer 60" Trunk Outfall	2013	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
1,150,000	Asphalt Road Repair Repair City of Bridge City	2013	Bridge City Orange Texas	d.p. Consulting Engineers 3727 Doctors Dr. Port Arthur Texas 77642 409-983-6263
9,971,000	Main & Port Acres WWTP Rehabilitation City of Port Arthur	2012	Port Arthur Jefferson Texas	Arceneaux & Gates 2901 Turtle Creek Dr. Ste. 201 Port Arthur Texas 77642 409-724-7888
3,500,000	Sanitary Sewer Rehab Contract 6	2012	Port Arthur Jefferson Texas	City of Port Arthur P.O. Box 1089 Port Arthur Texas 77640 409-983-8226
1,700,000	Diboll Water System Northside	2012	Angelina Diboll Texas	KSA Engineers 107 W. Lufkin Avenue Lufkin Texas 75904 936-637-6061
639,000	Nacogdoches WWTP 2010 Improvements	2012	Nacogdoches Nacogdoches Texas	Schaumburg & Polk Inc. 8865 College Beaumont Texas 77707 409-866-3413
3,100,000	Sanitary Sewer Rehab 2009 Project	2012	Nederland Jefferson Texas	City of Nederland 1400 Boston Avenue Nederland Texas 77627 409-723-1542
800,000	Waterline Installation Large Diameter Main	2011	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
2,950,000	Wastewater Treatment Plant Improvements	2011	Liberty Liberty Texas	Schaumburg & Polk Inc. 8865 College Street Beaumont Texas 77707 409-866-0341
2,000,000	Water & Sewer Area II & III	2010	Orange Orange Texas	City of Orange P.O. Box 520 Orange Texas 77630 409-883-1900
1,400,000	Sanitary Sewer Rehab Project Contract XIV	2010	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
8,500,000	Water Treatment Plant Expansion/Renovations	2010	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont Texas 77707 409-785-3000
4,000,000	Full Dept Concrete Repair Project	2010	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3872 Beaumont Texas 77704 409-785-3000
6,700,000	Wastewater Treatment Plant Renovations	2009	Dayton Liberty Texas	O'Malley Engineers 1306 North Park Brenham Texas 77833 979-836-7937
3,200,000	Wastewater Treatment Plant Improvements	2009	Woodlands Montgomery Texas	Carter & Burgess Inc. 55 Waugh Suite 800 Houston Texas 77007 713-869-7900
25,000,000	East Fork Raw Water Supply Wetland Construction Project	2009	Wylie Collin Texas	Alan Plummer Associates 1349 Empire Centra Ste 1000 Dallas Texas 75247 214-631-6100
2,700,000	Alabama Command Control Center	2009	Orange Orange Texas	Port of Orange 1201 Childers Road Orange Texas 77630 409-883-4363

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
3,333,000	Water Treatment Plant Improvements Phase I	2009	Carthage Panola Texas	KSA Engineers 140 E. Tyler Suite 600 Longview Texas 75601 936-637-6061
5,500,000	Rolphe Christopher Blvd. Renovations	2009	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont Texas 77704 409-785-3000
13,200,000	FM 1179 Road Improvements	2008	Bryan Brazos Texas	Texas Dept of Transportation 1300 N. Texas Avenue Bryan Texas 77803 979-778-2165
2,100,000	US 69 Frontage Roads Nederland Ave & Hwy 365-Jefferson County	2008	Nederland Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
5,000,000	Avocet Oceanfront Villas	2008	Bolivar Galveston Texas	Avocet Oceanfront Villas LLP 3112 East Fourth Avenue Durango, Colorado 81301
1,000,000	Seagrass Development	2008	Caplen Galveston Texas	Seagrass-Caplen LLC P.O. Box 7754 Beaumont Texas 77726 409-861-4459
5,200,000	Phelan Boulevard Extension	2008	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000
3,200,000	2006 Sanitary Sewer Improvements Contract C	2008	Lumberton Hardin Texas	Lumberton M.U.D. 55 W. Chance Cut-Off Lumberton, Texas 77656 409-755-1559
3,800,000	Water Transmission Line Singing Sands to Port Bolivar	2008	Bolivar Galveston Texas	Schaumburg & Polk Inc. 8865 College Street Beaumont Texas 77707 409-866-0341

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
3,300,000	Water Treatment Plant Improvements Phase II	2008	Carthage Panola Texas	City of Carthage 812 W. Panola Carthage Texas 75633 903-693-3868
9,500,000	Safety Rest Areas Hwy 59 Polk County	2008	Livingston Polk Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
24,200,000	Highway 96 Construction	2007	Kirbyville Jasper Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
3,100,000	Wastewater Treatment Plant Renovations	2007	Galveston Galveston Texas	City of Galveston P.O. Box 779 Galveston Texas 77553 409-797-3630
2,600,000	Water Treatment Plant Trinity Bay Conservation District	2007	Winnie Chambers Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
9,900,000	Wastewater Collection Rehab Pioneer Park & Griffing Park	2006	Port Arthur Jefferson Texas	Bob Shaw Consulting Engineers 4749 Twin City Highway Port Arthur Texas 77643 409-963-0263
$1,600,000	FM 1131 Roadway Orange County	2006	Deweyville Orange Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
$1,000,000	Audubon Village Development	2006	Gilchrist Galveston Texas	Audubon Village LLC P.O. Box 7754 Beaumont Texas 77726 409-861-4459

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
7,000,000	Walden Development Phase I & II	2006	Beaumont Jefferson Texas	Crescent-Walden LLC P.O. Box 7754 Beaumont, Texas 77726 409-861-4459
8,500,000	FM 364 Major Drive Construction	2005	Beaumont Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont Texas 77708 409-898-5711
6,000,000	Laguna Harbor Resort	2005	Port Bolivar Galveston Texas	Laguna Resources Ltd. P.O. Box 7754 Beaumont Texas 77726 409-861-4459
3,200,000	High Island to Singing Sands Transmission Line Contract IV	2005	Stowell Chambers Texas	Lower Neches Valley Authority 7850 Eastex Freeway Beaumont, Texas 77708 409-892-4011
4,200,000	City of Nacogdoches WW Collection System SS Replacement	2004	Nacogdoches Nacogdoches Texas	Schaumburg & Polk 8865 College Street Beaumont, Texas 77707 409-866-0341
4,200,000	West Regional Water System Transmission Line	2004	Winnie Chambers Texas	Lower Neches Valley Authority 7850 Eastex Freeway Beaumont, Texas 77708 409-892-4011
4,100,000	Water Treatment Plant West Jefferson Municipal Water Dist	2004	Fannett Jefferson Texas	dp Consulting Engineers 3800 Highway 365 Port Arthur, Texas 77642 409-983-6263
2,200,000	Orleans Street Inter-Locking Pavers	2004	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000

ALLCO
LIST OF COMPLETED CIVIL/HEAVY PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
1,300,000	Jasper County FM82	2004	Kirbyville Jasper Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
1,100,000	WWTP Bar Screen & Belt Press Conveyor	2004	Beaumont Jefferson Texas	City of Beaumont 1350 Langham Beaumont, Texas 77706 409-785-3000
9,100,000	Highway Construction Jefferson County IH-10 Feeder Roads	2003	Beaumont Jefferson Texas	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
9,600,000	Highway Construction Jefferson County SP 93-Phase III	2003	Beaumont Jefferson Beaumont	Texas Dept of Transportation 8350 Eastex Freeway Beaumont, Texas 77708 409-898-5711
3,500,000	Highway Construction Freestone County Highway 164	2003	Buffalo Freestone Texas	Texas Dept of Transportation 2800 Commerce Street East Buffalo, Texas 75831 713-802-5551
5,500,000	Wastewater Treatment Plant Renovations	2003	Nederland Jefferson Texas	Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 409-866-0341
849,000	Distribution Parallel 66" Line	2003	Texas City Galveston Texas	Gulf Coast Water Authority 3630 Highway 1765 Texas City, Texas 77591 409-935-2438
13,535,000	Highway Construction Orange County Highway 87	2002	Orange Orange Texas	Texas Dept of Transportation 3128 Highway 62 Orange, Texas 77632 409-883-3476
5,500,000	Drainage & Street Improvements Concord Road	2002	Beaumont Jefferson Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704 409-785-3000

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LIST OF COMPLETED CIVIL/HEAVY PROJECTS

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

ALLCO REFERENCES

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CITY OF PORT ARTHUR
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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
13,000,000	New Training/Office Facility-Industrial Safety Training Council	2015	Nederland Jefferson Texas	Mark Magnuson Architects P.O. Box 901 Bridge City Texas 77611 409-735-4999
1,6000,000	New Softball Complex CMAR	2015	Beaumont Jefferson Texas	Lamar University 4410 Jimmy Simmons Blvd Beaumont Texas 77705 409-880-8471
2,200,000	Tennis Courts Covered Uncovered & Loggia Design/Build Project	2015	Beaumont Jefferson Texas	City of Beaumont 801 Main Street Beaumont Texas 77701 409-880-3725
1,150,000	Tennis Center Pro Shop/Clubhouse Beaumont Athletic Complex	2014	Beaumont Jefferson Texas	The LaBiche Architectural Group 7999 Gladys Beaumont Texas 77706 409-860-0197
730,000	Setzer Center Student Center Roof Replacement	2014	Beaumont Jefferson Texas	Lamar University 4410 Jimmy Simmons Blvd Beaumont Texas 77705 409-880-8471
325,000	Dishman Art Building Roof Replacement	2014	Beaumont Jefferson Texas	Lamar University 4410 Jimmy Simmons Blvd Beaumont Texas 77705 409-880-8471
23,700,000	South Park Middle School	2013	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
11,500,000	German Pellets Plant Woodville Texas	2013	Woodville Tyler Texas	Evans Contractors 704 Hembree Place Roswell Georgia 30076 678-794-7514

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
2,379,600	Outdoor Education Service Center Sabine Pass I.S.D.	2013	Sabine Pass Jefferson Texas	The LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont Texas 77706 409-860-0197
2,497,000	Regional Marine Security Center	2013	Sabine Pass Jefferson Texas	Jefferson County 249 Pearl Street Beaumont Texas 77701 409-835-8584
38,000,000	High School Renovation & Additions	2012	Port Neches Jefferson Texas	Port Neches I.S.D. 643 Ave C Port Neches Texas 77651 409-722-3351
18,100,000	New French Elementary School	2012	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
17,200,000	New Fehl Elementary School	2012	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
17,400,000	New Dunbar Elementary School	2012	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706
10,500,000	Stilwell Education Support Center	2011	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5th Street Port Arthur Texas 77640 409-617-5000
18,300,000	New Martin Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
16,000,000	New Blanchette Elementary School	2011	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
15,500,000	Thomas Edison Middle School	2011	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5th Street Port Arthur Texas 77640 409-617-5000
14,000,000	New Amelia Elementary	2010	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-617-5000
4,500,000	Travis Elementary Renovations	2010	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5th Street Port Arthur Texas 77640 409-989-6244
3,100,000	Stadium Renovations	2010	Port Arthur Jefferson Texas	Port Arthur I.S.D. 733 5th Street Port Arthur Texas 77640 409-989-6244
85,000,000	Memorial High School New Facility	2009	Jefferson Port Arthur Texas	Port Arthur I.S.D. 733 5th Street Port Arthur, Texas 77640 409-989-6244
12,400,000	New Memorial High School C.A.T.E Building	2009	Jefferson Port Arthur Texas	Port Arthur I.S.D. 733 5th Street Port Arthur, Texas 77640 409-989-6244
5,960,000	New Practice Gyms Marshall, Austin, Odom Vincent Middle Schools	2008	Beaumont Jefferson Texas	Beaumont I.S.D. 3395 Harrison Beaumont Texas 77706 409-989-6244
10,000,000	Robert E. Lee Elementary	2007	Port Arthur Jefferson Texas	Natex Corporation 2500 Wilcrest 3rd Floor Houston, Texas 77042 713-975-9525
18,000,000	McDonald Gym Recreational Facility Lamar University	2007	Beaumont Jefferson Texas	Lockwood Andrews Newnam 2925 Briarpark Drive Houston, Texas 77042 713-266-6900

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
9,000,000	DeQueen Elementary School Facility	2006	Port Arthur Jefferson Texas	Long Architects Inc. 6465 Calder Suite 206 Beaumont Texas 77706 409-866-3443
670,000	Kinsel Lincoln Mercury Dealership	2005	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706 409-898-4444
5,858,650	Performing Arts Center	2004	Port Arthur Jefferson Texas	Texas University System Lamar State College Port Arthur, Texas 77640
1,400,000	Eagle Climatized Self Storage	2004	Port Neches Jefferson Texas	M.O. Turner Nederland, Texas 77627
140,400	Information Tech EH & S	2004	Port Neches Jefferson Texas	ISP Elastomers Port Neches, Texas 77651
211,100	Chlorine Building Loeb Water Plant	2004	Lumberton Hardin Texas	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704
4,300,000	Wesley United Methodist Church	2004	Beaumont Jefferson Texas	LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706
295,000	Customer Service Building	2003	Port Neches Jefferson Texas	ISP Elastomers Port Neches, Texas 77651
369,000	City of Port Neches Service Center Building	2003	Port Neches Jefferson Texas	LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
8,690,424	Five-Story Parking Garage St. Elizabeth Hospital	2002	Beaumont Jefferson Texas	Hellmuth Obata & Kassabaum 2800 Post Oak Blvd Ste 3700 Houston, Texas 77056
413,000	Kinsel Chrysler-Jeep Mazda Showroom	2002	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706
735,700	Beaumont Pediatrics Center Memorial Hermann Hospital	2002	Beaumont Jefferson Texas	The LaBiche Architectural Group 7999 Gladys Suite 101 Beaumont, Texas 77706
345,000	Kinsel Auto Mall & Facilities	2002	Beaumont Jefferson Texas	Kinsel Auto Mall 3355 Eastex Freeway Beaumont, Texas 77706
8,661,400	Southeast Texas Entertainment Amphitheater Facility	2002	Beaumont Jefferson Texas	Long Architects 6465 Calder Suite 206 Beaumont, Texas 77706
200,000	Ferguson Baseball Practice Building	2001	Beaumont Jefferson Texas	Ferguson Sports Foundation 490 Park Street Beaumont, Texas 77701
15,869,200	Pietzsch-MacArthur Elementary	2000	Beaumont Jefferson Texas	Beaumont Independent School District 3395 Harrison Beaumont, Texas 77706
23,000,000	Silsbee High School	2000	Silsbee Hardin Texas	Silsbee Independent School District 415 West Avenue N Silsbee, Texas 77656
5,000,000	Newton Middle School	1999	Newton Newton Texas	Bay Architects, Inc. 18201 Gulf Freeway Webster, Texas 77598
355,850	MRI Addition Beaumont Bone & Joint Institute	1999	Beaumont Jefferson Texas	Milton Bell Associates 711 San Jacinto Building Beaumont, Texas 77701

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

Contract Amount	Class of Work	When Completed	Where Located City/County/State	Owner or Owner Representative
6,100,000	Ozen High School Additions-Alteration	1999	Beaumont Jefferson Texas	Architectural Alliance 6654 Phelan Blvd. Beaumont, Texas 77706
9,120,000	Dishman Elementary	1999	Beaumont Jefferson Texas	Bay Architects, Inc 18201 Gulf Freeway Webster, Texas 77598
25,000,000	Water Treatment Plant Contract II & Plant Buildings	1998	Port Arthur Jefferson Texas	Black & Veatch, Inc. 5728 LBJ Freeway Suite 300 Dallas, Texas 75240
2,000,060	Monsignor Kelly High School Multipurpose Bldg.	1997	Beaumont Jefferson Texas	Steinman & Associates 390 Ninth Street Beaumont, Texas 77702
2,500,000	Austin Middle School	1997	Beaumont Jefferson Texas	Bay Architects, Inc. 18201 Gulf Freeway Webster, Texas 77598
565,997	Beaumont Institute Jesus Christ of Ladder Day Saints	1995	Beaumont Jefferson Texas	Bruce Baxter Architect 2307 North Street Beaumont, Texas 77702
18,500,000	Golden Triangle State School	1995	Beaumont Jefferson Texas	Texas Youth Commission P. O. Box 4260 Austin, Texas 78765
2,787,700	Hardin County Jail Addition	1994	Kountze Hardin Texas	Adams, Richardson, & Fisher, Inc. 1313 S. John Redditt Drive Lufkin, Texas 75901
899,250	West Harbor Island Transit Shed	1994	Beaumont Jefferson Texas	Architectural Alliance 6654 Phelan Boulevard Beaumont, Texas 77706
96,031	Replace Roof on Finishing Building	1994	Beaumont Jefferson Texas	Goodyear Tire & Rubber P.O. Box 26003 Beaumont, Texas 77720

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

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

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

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

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SELECTED LIST OF COMPLETED COMMERCIAL PROJECTS

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

ALLCO REFERENCES

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Signature Page

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

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

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

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

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

ALLCO	
Bidder (Entity Name)	Signature
Physical: 6720 College Mailing: PO BOX 3684	T.W. HARRISON - PRESIDENT
Street & Mailing Address	Print Name
BEAUMONT, TEXAS 77704	MAY 24, 2016
City, State & Zip	Date Signed
409-860-4459	409-860-3857
Telephone Number	Fax Number
tharrison@allco.com	
E-mail Address	

ALLCO, L.L.C. TEXAS

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ALLCO

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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

JEFFERSON COUNTY

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

ALLCO, L.L.C. TEXAS

Signature of vendor doing business with the governmental entity

MAY 24, 2016

Date

T.W. HARRISON – PRESIDENT

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

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.** WE WILL BE COMPLETING THE PROJECT USING OUR OWN FORCES.

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

T.W. HARRISON
Printed Name of Authorized Representative

Signature

PRESIDENT
Title

MAY 24, 2016
Date

ALLCO, L.L.C. TEXAS

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: ALLCO HUB: p Yes (p No)

Address: 6720 COLLEGE (Street) BEAUMONT (City) TX (State) 77707 (Zip)

Phone (with area code): 409-860-4459 Fax (with area code): 409-860-3857

Project Title & No.: Major Drive Extension From Sh 124 to LaBelle Rd, IFB 16-008/JW

Prime Contract Amount: $ NOT KNOWN AT BID TIME

HUB Subcontractor Name: WE WILL BE COMPLETING THIS PROJECT USING OUR OWN FORCES.

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

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

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

Description of Subcontract Work to be Performed: _____

T.W. HARRISON		MAY 24, 2016
Printed Name of Contractor Representative	Signature of Representative	Date
N/A	N/A	N/A
Printed Name of HUB	Signature of Representative	Date

ALLCO, LLC TEXAS

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: ALLCO HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 6720 COLLEGE (Street) BEAUMONT (City) TX (State) 77707 (Zip)

Phone (with area code): 409-860-4459 Fax (with area code): 409-860-3857

Project Title & No.: MAJOR DRIVE EXTENSION IFB/RFP No.: 16-008/JW

Total Contract: $ NOT KNOWN AT BID TIME Total HUB Subcontract(s): $ N/A

Construction HUB Goals: 12.8% MBE:: N/A % 12.6% WBE: N/A %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: WE WILL BE COMPLETING THIS PROJECT USING OUR OWN FORCES.

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: WE WILL BE COMPLETING THIS PROJECT USING OUR OWN FORCES.

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

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): T.W. HARRISON

Title: PRESIDENT

Signature: _____

Date: MAY 24, 2016

E-mail address: tharrison@allco.com

ALLCO, L.L.C. TEXAS

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

Name (print or type): DALE HARRISON

Title: COMPTROLLER

Date: MAY 24, 2016

E-mail address: dharrison@allco.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

ENGINEER SEAL

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

The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. April 18, 2016

GENERAL NOTES:

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Chance Road is a private road and may not be used by the contractor for construction operations.

Verify material quantities and dimensions prior to ordering materials.

All hauling of materials (including authorized waste) will not be paid for directly, but shall be considered as subsidiary to the bid items involved.

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

County forces will maintain the existing sections of roadway and its appurtenances not a part of this project. The Contractor will maintain the existing and proposed sections of roadway and its appurtenances which are to be constructed, reconstructed or modified in this project. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Repair any areas damaged by the contractor's forces at his/her expense.

Direct attention to ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project.

Procure all the necessary city and/or county permits and licenses.

Place no construction signs in conflict with existing signs. If placement of construction signs for the contract blocks existing signs, make adjustments with confirmation from the Engineer.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

The Contractor shall be responsible for all testing and sampling of materials.

Collect and dispose of all litter deposited by construction operations or the traveling public including cans, bottles, paper, plastic items, metal scraps, lumber, etc. from within the project right of way or as directed. Properly dispose of all collected litter. Litter pickup will not be measured or paid for directly, but will be considered subsidiary to the various bid items in this contract.

Item 5: Control of the Work

In the event utility lines needing unforeseen adjustments are encountered during construction operations, alter operations and continue to prosecute the contract in such a manner that will allow utility adjustments to be made by others.

The contractor shall submit a sequence of work phasing plan to the Engineer for approval. Short term work zone pavement markings will not be paid for directly but will be subsidiary to the various bid items.

Item 7: Legal Relations and Responsibilities

Furnish all materials, labor and incidentals required to provide for traffic across the roadway and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the county. Consider this work to be subsidiary to the various bid items of the contract.

Item 100: Preparing Right of Way

Clean existing ditches under fill sections of undesirable materials including grass, muck and trash.

Item 105: Removing Stabilized Base and Asphalt Pavement

Assume ownership of material removed under this item and dispose of it in accordance with all applicable regulations.

Item 110: Excavation

Material from required excavation areas on the project will be used for embankment in accordance with requirements from Item 132 Embankment.

Hauling and placing of the embankment material will be subsidiary to the various bid items.

Density control compaction method will be used for the embankment with a field density of 98% of the maximum dry density.

The contractor is responsible to determine the maximum dry density, optimum moisture content, and field densities.

Item 164: Seeding for Erosion Control

Fertilizer 16-20-0 and vegetative watering for Cel Fbr Mlch Seed will not be paid for directly, but will be considered subsidiary to this item.

Fertilize all the seeded areas of the project.

Item 247: Flexible Base

Use Type A, Grade 2 aggregate with a minimum Plasticity Index value of 3.

Proposed and replaced driveways will be constructed from flexible base and be considered subsidiary to this item.

Item 260: Lime Treatment (Road-Mixed)

Dry placement of lime will not be permissible.

Item 310: Prime Coat

Use bituminous material of the Type MC and grade 30 or Type AE-P. Distribute the bituminous material smoothly and evenly at the rate of 0.25 gallons per square yard.

Item 316: Surface Treatments

Construction consists of a 2 course surface treatment application.

First course:
Use asphalt type CRS-2.
Use aggregate type D and grade 3.

Second course:
Use asphalt type CRS-2.
Use aggregate type D and grade 4.

Asphalt season starts May 1st and ends on September 30th.

Item 467: Safety End Treatment

All Type II SET's shall have riprap aprons as shown on the plans.

Item 496: Removing Structures

Removal of riprap at Sta. 584+00 will be subsidiary to removal of the pipe at that location.

Item 502: Barricades, Signs, & Traffic Handling

Do not leave equipment (that is not in use) closer than 30' from the roadway edge unless approved otherwise by the Engineer.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used.

Aluminum signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

Item 530: Intersections, Driveways, and Turnouts

The 6" slabs constructed to protect the pipelines at Sta. 592+64, Sta. 599+30, and Sta. 599+76 shall be paid for under this Item.

Item 540: Metal Beam Guard Fence

Attach rounded W-Beam end sections at each end of the MBGF located at the end of Frint Rd.

Item 644: Small Roadside Sign Supports and Assemblies

Erect all signs according to the locations shown on the signing layout sheet.

Item 658: Delineator and Object Marker Assemblies

The object markers installed at the end of Frint Rd shall be Type OM4-1 as shown in the Texas Manual on Uniform Traffic Control Devices.

Item 666: Reflectorized Pavement Markings

Furnish Type II drop-on glass beads.

Air blowing is subsidiary to this item.

Item 1122: Temporary Erosion, Sedimentation, and Environmental Controls

The amounts of sediment control fence shown in the summary table are enough for 4 applications at each location.

GOVERNING SPECIFICATIONS

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

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

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (103)
ITEM 105 REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION (132)
ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)
ITEM 310 PRIME COAT (300) (316)
ITEM 316 SURFACE TREATMENTS (210) (300) (302) (520)
ITEM 464 REINFORCED CONCRETE PIPE (400)
ITEM 467 SAFETY END TREATMENT (400) (420) (421) (432) (440) (445) (464)
ITEM 472 REMOVING AND RE-LAYING CULVERT AND STORM DRAIN PIPE (400) (464)
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (360) (421) (440)
ITEM 540 METAL BEAM GUARD FENCE (421) (445) (529) (542) (544)
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (421) (440) (441) (442) (445) (634) (636) (643) (656)
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316) (318) (662) (677) (678)
ITEM 672 RAISED PAVEMENT MARKERS (677) (678)

SPECIAL SPECIFICATIONS:

ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

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

SPECIAL SPECIFICATIONS

2004 Specifications

SPECIAL SPECIFICATION

1122

Temporary Erosion, Sedimentation, and Environmental Controls

1. **Description.** Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) as provided in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include but are not limited to rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

   By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at:
   http://www.txdot.gov/inside-txdot/division/environmental/ems-courses.html.
   A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

2. **Materials.** Furnish materials in accordance with the following:
   - Item 161, "Compost"
   - Item 432, "Riprap"
   - Item 556, "Pipe Underdrains"

A. **Rock Filter Dams.**

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
   - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
   - **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:
   - A double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;

- Minimum 0.0866 in. steel wire for netting;
- Minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. **Sandbag Material.** Furnish sandbags meeting "Sandbags for Erosion Control," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

C. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

D. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. **Rock Construction Exit.** Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

E. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

F. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

G. Construction Perimeter Fence.

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. **Fence.** Provide orange construction fencing as approved by the Engineer.

3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

H. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Aggregate may be used in lieu of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

I. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.

4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

J. Biodegradable Erosion Control Logs.

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

   a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

   b. Furnish recyclable containment mesh for temporary installations.

3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. Qualifications, Training, and Employee Requirements.

A. Contractor Responsible Person Environmental (CRPe) Qualifications and Responsibilities. Provide and designate in writing at the preconstruction conference a CRPe who has overall responsibility for the storm water management program. The CRPe will identify and implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily to ensure compliance with the SWP3 and TPDES General Permit TXR150000; and will document daily monitoring reports and provide the reports to the Department within 48 hours. The CRPe will provide recommendations to the Engineer on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Administer the training identified in Article 3.C. *Training*. Document and submit a list to the Engineer of employees who have completed the training. The list should include the employee's name, the training course name, and date the employee completed the training. Provide the most current list to the Engineer at the preconstruction conference or prior to earth disturbing activities. Maintain the list as needed and make available for inspection.

B. Contractor Superintendent Qualifications and Responsibilities. Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.

C. Training. All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are

required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.

4. Construction.

A. Contractor Responsibilities. Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. Implementation. The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.

1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

2. **Phasing.** Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.
   Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

C. General.

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.

3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

D. Installation, Maintenance, and Removal Work. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the work site for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work". If a correction is deemed critical by the Engineer, immediate action is required. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Once the Engineer reviews and documents the project is in compliance, work may commence. Commencing work does not release the contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if in the opinion of the Engineer the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

   For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

   a. Type 1 (Non-reinforced).

   (1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

   (2) Top Width. At least 2 ft.

   (3) Slopes. At most 2:1.

   b. Type 2 (Reinforced).

   (1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

   (2) Top Width. At least 2 ft.

   (3) Slopes. At most 2:1.

   c. Type 3 (Reinforced).

   (1) Height. At least 36 in. measured vertically from existing ground to top of filter dam.

   (2) Top Width. At least 2 ft.

   (3) Slopes. At most 2:1.

   d. Type 4 (Sack Gabions). Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

   For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

   Lift and place without damaging the gabion. Shape sack gabions to existing contours.

   e. Type 5. Provide rock filter dams as shown on the plans.

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

    a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

        (1) Type 1. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

        (2) Type 2. Construct using railroad ties and timbers as shown on the plans or as directed.

    b. Short-Term.

        (1) Type 3. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

        (2) Type 4. Construct as shown on the plans or as directed.

5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

    a. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at

drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

   a. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

   b. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

   c. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

   a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

   b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

   c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

E. Monitoring and Documentation. Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.

5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

   a. Installation. Measurement will be made in final position.

   b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

D. Construction Exits. Construction exits will be measured by the square yard of surface area.

E. Earthwork for Erosion and Sediment Control.

1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

2. **Volume Measurement.**

   a. In Place.

   (1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

   (2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
   - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
   - the lines, grades and slopes of the accepted embankment for the feature.

   b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

F. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

G. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

H. Temporary Sediment-Control Fence. Installation or removal of temporary sediment-control fence will be measured by the foot.

I. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the linear foot along the centerline of the top of the control logs.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. **Payment.** The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter; unless a separate pay item is shown in the plans.
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. **Rock Filter Dams.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

B. **Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. Temporary Paved Flumes. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

D. Construction Exits. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

E. Earthwork for Erosion and Sediment Control.

1. **Initial Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will

be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)", "Embankment (Erosion and Sediment Control, In Place)", "Excavation (Erosion and Sediment Control, In Vehicle)", "Embankment (Erosion and

Sediment Control, In Vehicle)", or "Earthwork (Erosion and Sediment Control, In Vehicle)".

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; equipment, labor; tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for by a Contractor Force Account Item.

   This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor; tools, and incidentals.

   Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

   Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

F. **Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

   Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

G. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

H. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. **Biodegradable Erosion Control Logs.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH STORM WATER REQUIREMENTS

I, _____ certify that I am the duly appointed representative of the Contractor with authority to make this Contractor certification. I have read and understand the requirements applicable to this project pertaining to storm water discharge authorization under Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor agrees to comply with the terms of the permit that are expressly stated in the contract documents as being the responsibility of the Contractor. I have read and understand the Storm Water Pollution Prevention Plan (SWP3) developed by the Department for this project. The Contractor agrees it will be implemented prior to construction according to permit requirements and the contract documents. I understand that failure to comply with the terms of the permit that are expressly stated in the contract documents, plans, and specifications as being the responsibility of the Contractor may result in civil penalties.

The Contractor acknowledges its responsibility to satisfy the following requirements:

Implement the SWP3 for the project in accordance with the plans and specifications and the TPDES GP TXR150000.

Install and maintain control measures on the project in accordance with the manufacturer's or designer's specifications.

Collaborate with the Department for joint monitoring of best management practices (BMPs) on a regular basis to verify that BMPs are performing as intended in accordance with the plans and specifications and with TPDES GP TXR150000.

Collaborate with the Department for joint identification of BMP maintenance needs and carry out such maintenance in accordance with the plans and specifications, TPDES GP TXR150000 and as directed by the Engineer.

Repair the integrity of any BMP as directed by the Engineer as soon as reasonably possible.

If appropriate, recommend changes needed in the SWP3 to the Engineer in order to prevent, to the extent practicable, water pollution associated with construction activities from entering any surface water or private property on or adjacent to the project site by storm water discharges.

Stabilize disturbed areas, as soon as practicable, in accordance with the TPDES GP TXR150000 and as directed by the Engineer.

If applicable, obtain appropriate authorizations for activities associated with any Project Specific Location under the authority of the Contractor and provide appropriate documentation of compliance to the Engineer.

Satisfy any other responsibility indicated in the contract documents that are expressly stated as the responsibility of the Contractor.

Signature and Title: _____

Date: _____

RECEIVED 10:43 AM MAY 24 2016

ALLCO
P.O. BOX 3684
BEAUMONT, TEXAS 77704

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TEXAS 77701

MAJOR DRIVE EXTENSION FROM SH 124 TO LABELLE ROAD, IFB #16-008/JW

BIDS: MAY 24, 2016 11:00 AM

ORIGINAL

6678

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

April 25, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd. **Specifications for this project may be obtained for a non-refundable fee of $25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Major Drive Extension From SH 124 to LaBelle Rd**
BID NO:	**IFB 16-008/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, May 24, 2016**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

There will be a **Mandatory Pre-bid Conference** at 10:00 AM CDT on Wednesday, May 11, 2016, at the Jefferson County Engineering Department Conference Room located on the 5th floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – April 27th and May 4th, 2016

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number:	IFB 16-008/JW
IFB Title:	Major Drive Extension From SH 124 to LaBelle Rd
IFB Due:	**11:00 am CDT, Tuesday, May 24, 2016**
Addendum No.:	1
Issued (Date):	May 16, 2016

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:

The proposed left and right ditch grades along Major Drive Extension have been revised from Sta. 587+00 to Sta. 600+00 and the ditch berm has been extended to Sta. 590+00.

The following modifications are made to the plans and contract documents:
- Sheets 9, 10, and 22-28 of the plans are replaced with the new Sheets 9, 10, and 22-28 attached to this addendum.
- The entire Bid Form in the specification package (Pgs 23-27) is replaced with the Revised Bid Form attached to this addendum. The only change is to the quantity for Item 0110 2004 on Pg 23.

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: ____

Authorized Signature (Bidder) Scott Blanchard

Asst. Secretary
Title of Person Signing Above

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

12907 US Hwy 90, Beaumont, TX 77713
Address

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Scott Blanchard (name), who

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

"I, Scott Blanchard (name) am a duly authorized officer of/agent

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

foregoing on behalf of the said APAC-Texas, Inc. (name of firm)

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

Name and address of bidder: APAC-Texas, Inc.

Fax: (409) 866-1032 Telephone# (409) 866-144

by: Scott Blanchard (print name) Title: Asst. Secretary

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 24th day of May, 2016.

Ashley Washburn
Notary Public in and for
the State of Texas

ASHLEY WASHBURN
Commission # 130404720
My Commission Expires
October 15, 2019

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd

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

Bidder's TAX ID Number: 58-1401466

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

Phone Number (with area code): (409) 284-7734

Alternate Phone Number if available (with area code): (409) 866-1444

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

Email Address: scott.blanchard@apac.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

12907 US Hwy 90
Address
Beaumont, TX 77713
City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

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:

APAC - Texas, Inc.
Company Name

12907 US Hwy 90
Address

Beaumont, TX 77713
City State Zip

Signature of Person Authorized to Sign

Scott Blanchard
Printed Name

Asst. Secretary
Title

For clarification of this offer, contact:

Scott Blanchard
Name

(409) 866-1444 (409) 866-1032
Phone Fax

scott.blanchard@apac.com
E-mail

Bidder Shall Return Completed Form with Offer.

NOTICE TO THE BIDDER

The 2004 Texas Department of Transportation specifications have been incorporated by reference for this project. Any reference to "TxDOT", or the "State", or the "Department" as owner of this project shall be interpreted as reference to "Jefferson County".

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

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

Name of Bidder: APAC - Texas, Inc.

By: Artie Tucker

$ 2,320,965.62
Total Bid Amount

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

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

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

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

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

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

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

Unit price for each linear foot of Concrete Curb Removed

BID FORM

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0100	2001		PREPARING ROW _____ DLRS AND _____ CENTS	AC	15.00	
	0105	2043		REMOVING STAB BASE & ASPH PAV (0-6") _____ DLRS AND _____ CENTS	SY	6,192.00	
	0110	2004		EXCAVATION (ROADWAY AND CHANNEL) _____ DLRS AND _____ CENTS	CY	22,476.00	
	0164	2023		[illegible] _____ DLRS AND _____ CENTS	SY	72,193.00	
	0247	2240		FL BS (CMP IN PLACE)(TY A GR 2)(12") _____ DLRS AND _____ CENTS	SY	38,335.00	
	0260	2006		LIME TRT (EXST MATL) (6") _____ DLRS AND _____ CENTS	SY	40,327.00	
	0260	2060		LIME (HYDRATED OR COMMERCIAL)(SLURRY) _____ DLRS AND _____ CENTS	TON	871.00	
	0310	2005		PRIME COAT (MC-30 OR AE-P) _____ DLRS AND _____ CENTS	GAL	9,584.00	
	0316	2010		ASPH (CRS-2) _____ DLRS AND _____ CENTS	GAL	28,752.00	

VOID - REPLACE WITH ADDENDUM 1

BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

	0316	2679		AGGR(TY-D GR-3 OR TY-L GR-3) _____ DLRS AND _____ CENTS	CY	366.00	
	0316	2850		AGGR (TY-D GR-4 OR TY-L GR-4) _____ DLRS AND _____ CENTS	CY	320.00	
	0464	2005		RC PIPE (CL III) (24 IN) _____ DLRS AND _____ CENTS	LF	206.00	
	0464	2009		RC PIPE (CL III) (36 IN) _____ DLRS AND _____ CENTS	LF	224.00	
	0467	2227		SET (TY II) (36 IN)(RCP) (4:1)(C) _____ DLRS AND _____ CENTS	EA	8.00	
	0467	2236		SET (TY II) (24 IN)(RCP) (6:1)(C) _____ DLRS AND _____ CENTS	EA	2.00	
	0467	2288		SET (TY II) (24 IN)(RCP) (6:1)(P) _____ DLRS AND _____ CENTS	EA	8.00	
	0472	2005		REMOV & RE-LAY PIPE (24 IN) _____ DLRS AND _____ CENTS	LF	48.00	
	0472	2009		REMOV & RE-LAY PIPE (36 IN) _____ DLRS AND _____ CENTS	LF	32.00	
	0496	2007		REMOV STR (PIPE) _____ DLRS AND _____ CENTS	LF	32.00	

VOID - REPLACE WITH ADDENDUM 1

BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

	0500	2001		MOBILIZATION _____ DLRS AND _____ CENTS	LS	1.00	
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING _____ DLRS AND _____ CENTS	MO	12.00	
	0530	2010		DRIVEWAYS (CONC) _____ DLRS AND _____ CENTS	SY	77.00	
	0540	2002		MTL W-BEAM GD FEN (STEEL POST) _____ DLRS AND _____ CENTS	LF	37.50	
	0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) _____ DLRS AND _____ CENTS	EA	17.00	
	0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) _____ DLRS AND _____ CENTS	EA	3.00	
	0644	2006		IN SM RD SN SUP&AM TY10BWG(1)SA(U) _____ DLRS AND _____ CENTS	EA	2.00	
	0658	2500		INSTL OM ASSM (OM-4)(TWT)(WAS) _____ DLRS AND _____ CENTS	EA	4.00	
	0666	2012		REFL PAV MRK TY I (W) 4" (SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	18,973.00	
	0666	2036		REFL PAV MRK TY I (W) 8" (SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	480.00	

VOID - REPLACE WITH ADDENDUM 1

BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0666	2048		REFL PAV MRK TY I (W) 24"(SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	78.00	
	0666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL) _____ DLRS AND _____ CENTS	EA	8.00	
	0666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL) _____ DLRS AND _____ CENTS	EA	8.00	
	0666	2102		REF PAV MRK TY I(W) 36"(YLD TRI) (100MIL) _____ DLRS AND _____ CENTS	EA	20.00	
	0666	2105		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL) _____ DLRS AND _____ CENTS	LF	1,630.00	
	0666	2111		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	8,374.00	
	0666	2132		REFL PAV MRK TY I (Y) 24"(SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	77.00	
	0672	2012		REFL PAV MRKR TY I-C _____ DLRS AND _____ CENTS	EA	49.00	
	0672	2015		REFL PAV MRKR TY II-A-A _____ DLRS AND _____ CENTS	EA	324.00	
	1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL _____ DLRS AND _____ CENTS	LF	920.00	

VOID - REPLACE WITH ADDENDUM 1

BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

	1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	920.00	
				AND _____ CENTS			
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	

VOID - REPLACE WITH ADDENDUM 1

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received 05/16/2016

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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, Texas

Address: 801 Main Street , Suite 210 , Beaumont, TX 77701

Contact Person and Title: Dr. Joe Majdalani, City Engineer

Phone: (409) 880-3725 Fax:

Contract Period: Ongoing Scope of Work: Road Construction

REFERENCE TWO

Government/Company Name: City of Vidor

Address: 1395 North Main Street, Vidor, TX 77662

Contact Person and Title: Mike Kunst, City Manager

Phone: (409) 769-5473 Fax: (409) 769-8853

Contract Period: Ongoing Scope of Work: Road Construction

REFERENCE THREE

Government/Company Name: Texas Department of Transportation

Address: 8450 Eastex Freeway, Beaumont, TX 77708

Contact Person and Title: Kenneth Weimers, Area Engineer

Phone: (409) 924-6521 Fax:

Contract Period: Ongoing Scope of Work: Road Construction

Bidder Shall Return Completed Form with Offer.

Signature Page

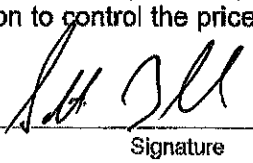
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

APAC - Texas, Inc. Bidder (Entity Name)	 Signature
12907 US Hwy 90 Street & Mailing Address	Scott Blanchard Print Name
Beaumont, TX 77713 City, State & Zip	05/24/2016 Date Signed
(409) 866-1444 Telephone Number	(409) 866-1032 Fax Number
scott.blanchard@apac.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

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.

Scott Blanchard
Printed Name of Authorized Representative

Signature

Asst. Secretary
Title

05/24/2016
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: APAC - Texas, Inc. HUB: p Yes p No

Address: 12907 US Hwy 90, Beaumont, TX 77713
Street City State Zip

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

Project Title & No.: Major Drive Extension From SH 124 to LaBelle Rd; IFB 16-008/JW

Prime Contract Amount: $

HUB Subcontractor Name: TBD

HUB Status (Gender & Ethnicity):

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

Address:
Street City State Zip

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

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Scott Blanchard		05/24/2016
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

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

HUB Status (Gender & Ethnicity): _____

Address: 12907 US Hwy 90, Beaumont, TX 77713
Street City State Zip

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

Project Title & No.: Major Drive Extension From SH 124 to LaBelle Rd IFB/RFP No.: IFB 16-008/JW

Total Contract: $ to be determined Total HUB Subcontract(s): $ to be determined

Construction HUB Goals: 12.8% MBE:: to be determined % 12.6% WBE: to be determined %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: To be submitted upon award

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: To be submitted upon award

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: To be determined upon award

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Scott Blanchard

Title: Asst Secretary

Signature: _____

Date: 05/24/2016

E-mail address: scott.blanchard@apac.com

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

Name (print or type): Sarah Woodson

Title: Accountant

Date: 05/24/2016

E-mail address: sarah.woodson@apac.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☑ I certify that APAC - Texas, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	58-1401466
Company Name submitting bid/proposal:	APAC - Texas, Inc.
Mailing address:	P.O. Box 20997, Beaumont, TX 77720
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**
58-1401466	12907 US Hwy 90, Beaumont, TX 77713
58-1401466	860 Pine Street, Beaumont, TX 77701

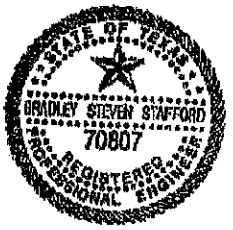
* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** 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.

ENGINEER SEAL

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



The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. April 18, 2016

GENERAL NOTES:

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Chance Road is a private road and may not be used by the contractor for construction operations.

Verify material quantities and dimensions prior to ordering materials.

All hauling of materials (including authorized waste) will not be paid for directly, but shall be considered as subsidiary to the bid items involved.

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

County forces will maintain the existing sections of roadway and its appurtenances not a part of this project. The Contractor will maintain the existing and proposed sections of roadway and its appurtenances which are to be constructed, reconstructed or modified in this project. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Repair any areas damaged by the contractor's forces at his/her expense.

Direct attention to ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project.

Procure all the necessary city and/or county permits and licenses.

Place no construction signs in conflict with existing signs. If placement of construction signs for the contract blocks existing signs, make adjustments with confirmation from the Engineer.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

The Contractor shall be responsible for all testing and sampling of materials.

Collect and dispose of all litter deposited by construction operations or the traveling public including cans, bottles, paper, plastic items, metal scraps, lumber, etc. from within the project right of way or as directed. Properly dispose of all collected litter. Litter pickup will not be measured or paid for directly, but will be considered subsidiary to the various bid items in this contract.

Item 5: Control of the Work

In the event utility lines needing unforeseen adjustments are encountered during construction operations, alter operations and continue to prosecute the contract in such a manner that will allow utility adjustments to be made by others.

The contractor shall submit a sequence of work phasing plan to the Engineer for approval. Short term work zone pavement markings will not be paid for directly but will be subsidiary to the various bid items.

Item 7: Legal Relations and Responsibilities

Furnish all materials, labor and incidentals required to provide for traffic across the roadway and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the county. Consider this work to be subsidiary to the various bid items of the contract.

Item 100: Preparing Right of Way

Clean existing ditches under fill sections of undesirable materials including grass, muck and trash.

Item 105: Removing Stabilized Base and Asphalt Pavement

Assume ownership of material removed under this item and dispose of it in accordance with all applicable regulations.

Item 110: Excavation

Material from required excavation areas on the project will be used for embankment in accordance with requirements from Item 132 Embankment.

Hauling and placing of the embankment material will be subsidiary to the various bid items.

Density control compaction method will be used for the embankment with a field density of 98% of the maximum dry density.

The contractor is responsible to determine the maximum dry density, optimum moisture content, and field densities.

Item 164: Seeding for Erosion Control

Fertilizer 16-20-0 and vegetative watering for Cel Fbr Mlch Seed will not be paid for directly, but will be considered subsidiary to this item.

Fertilize all the seeded areas of the project.

Item 247: Flexible Base

Use Type A, Grade 2 aggregate with a minimum Plasticity Index value of 3.

Proposed and replaced driveways will be constructed from flexible base and be considered subsidiary to this item.

Item 260: Lime Treatment (Road-Mixed)

Dry placement of lime will not be permissible.

Item 310: Prime Coat

Use bituminous material of the Type MC and grade 30 or Type AE-P. Distribute the bituminous material smoothly and evenly at the rate of 0.25 gallons per square yard.

Item 316: Surface Treatments

Construction consists of a 2 course surface treatment application.

First course:
Use asphalt type CRS-2.
Use aggregate type D and grade 3.

Second course:
Use asphalt type CRS-2.
Use aggregate type D and grade 4.

Asphalt season starts May 1st and ends on September 30th.

Item 467: Safety End Treatment

All Type II SET's shall have riprap aprons as shown on the plans.

Item 496: Removing Structures

Removal of riprap at Sta. 584+00 will be subsidiary to removal of the pipe at that location.

Item 502: Barricades, Signs, & Traffic Handling

Do not leave equipment (that is not in use) closer than 30' from the roadway edge unless approved otherwise by the Engineer.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used.

Aluminum signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

Item 530: Intersections, Driveways, and Turnouts

The 6" slabs constructed to protect the pipelines at Sta. 592+64, Sta. 599+30, and Sta. 599+76 shall be paid for under this Item.

Item 540: Metal Beam Guard Fence

Attach rounded W-Beam end sections at each end of the MBGF located at the end of Frint Rd.

Item 644: Small Roadside Sign Supports and Assemblies

Erect all signs according to the locations shown on the signing layout sheet.

Item 658: Delineator and Object Marker Assemblies

The object markers installed at the end of Frint Rd shall be Type OM4-1 as shown in the Texas Manual on Uniform Traffic Control Devices.

Item 666: Reflectorized Pavement Markings

Furnish Type II drop-on glass beads.

Air blowing is subsidiary to this item.

Item 1122: Temporary Erosion, Sedimentation, and Environmental Controls

The amounts of sediment control fence shown in the summary table are enough for 4 applications at each location.

GOVERNING SPECIFICATIONS

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

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

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (103)
ITEM 105 REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION (132)
ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)
ITEM 310 PRIME COAT (300) (316)
ITEM 316 SURFACE TREATMENTS (210) (300) (302) (520)
ITEM 464 REINFORCED CONCRETE PIPE (400)
ITEM 467 SAFETY END TREATMENT (400) (420) (421) (432) (440) (445) (464)
ITEM 472 REMOVING AND RE-LAYING CULVERT AND STORM DRAIN PIPE (400) (464)
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (360) (421) (440)
ITEM 540 METAL BEAM GUARD FENCE (421) (445) (529) (542) (544)
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (421) (440) (441) (442) (445) (634) (636) (643) (656)
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316) (318) (662) (677) (678)
ITEM 672 RAISED PAVEMENT MARKERS (677) (678)

SPECIAL SPECIFICATIONS:

ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

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

SPECIAL SPECIFICATIONS

2004 Specifications

SPECIAL SPECIFICATION

1122

Temporary Erosion, Sedimentation, and Environmental Controls

1. **Description.** Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) as provided in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include but are not limited to rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

   By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at:
   http://www.txdot.gov/inside-txdot/division/environmental/ems-courses.html.
   A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

2. **Materials.** Furnish materials in accordance with the following:
   - Item 161, "Compost"
   - Item 432, "Riprap"
   - Item 556, "Pipe Underdrains"

A. **Rock Filter Dams.**

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
   - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
   - **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:
   - A double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;

- Minimum 0.0866 in. steel wire for netting;
- Minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. **Sandbag Material.** Furnish sandbags meeting "Sandbags for Erosion Control," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

C. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

D. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. **Rock Construction Exit.** Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

E. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

F. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

G. Construction Perimeter Fence.

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. **Fence.** Provide orange construction fencing as approved by the Engineer.

3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

H. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Aggregate may be used in lieu of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

I. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.

4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

J. Biodegradable Erosion Control Logs.

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

   a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

   b. Furnish recyclable containment mesh for temporary installations.

3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. Qualifications, Training, and Employee Requirements.

A. Contractor Responsible Person Environmental (CRPe) Qualifications and Responsibilities. Provide and designate in writing at the preconstruction conference a CRPe who has overall responsibility for the storm water management program. The CRPe will identify and implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily to ensure compliance with the SWP3 and TPDES General Permit TXR150000; and will document daily monitoring reports and provide the reports to the Department within 48 hours. The CRPe will provide recommendations to the Engineer on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Administer the training identified in Article 3.C. *Training*. Document and submit a list to the Engineer of employees who have completed the training. The list should include the employee's name, the training course name, and date the employee completed the training. Provide the most current list to the Engineer at the preconstruction conference or prior to earth disturbing activities. Maintain the list as needed and make available for inspection.

B. Contractor Superintendent Qualifications and Responsibilities. Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.

C. Training. All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are

required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.

4. Construction.

A. Contractor Responsibilities. Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. Implementation. The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.

1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

2. **Phasing.** Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.
   Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

C. General.

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.

3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

D. Installation, Maintenance, and Removal Work. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the work site for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work". If a correction is deemed critical by the Engineer, immediate action is required. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Once the Engineer reviews and documents the project is in compliance, work may commence. Commencing work does not release the contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if in the opinion of the Engineer the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

   For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

   a. **Type 1 (Non-reinforced).**

      (1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

      (2) **Top Width.** At least 2 ft.

      (3) **Slopes.** At most 2:1.

   b. **Type 2 (Reinforced).**

      (1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

      (2) **Top Width.** At least 2 ft.

      (3) **Slopes.** At most 2:1.

   c. **Type 3 (Reinforced).**

      (1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

      (2) **Top Width.** At least 2 ft.

      (3) **Slopes.** At most 2:1.

   d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

      For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

      Lift and place without damaging the gabion. Shape sack gabions to existing contours.

   e. **Type 5.** Provide rock filter dams as shown on the plans.

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

    a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

        (1) **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

        (2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

    b. **Short-Term.**

        (1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

        (2) **Type 4.** Construct as shown on the plans or as directed.

5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

    a. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at

drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

   a. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

   b. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

   c. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

   a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

   b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

   c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

E. Monitoring and Documentation. Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.

5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

   a. Installation. Measurement will be made in final position.

   b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

D. Construction Exits. Construction exits will be measured by the square yard of surface area.

E. Earthwork for Erosion and Sediment Control.

1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

2. **Volume Measurement.**

   a. In Place.

   (1) **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

   (2) **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
   - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
   - the lines, grades and slopes of the accepted embankment for the feature.

   b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

F. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

G. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

H. Temporary Sediment-Control Fence. Installation or removal of temporary sediment-control fence will be measured by the foot.

I. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the linear foot along the centerline of the top of the control logs.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. **Payment.** The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter; unless a separate pay item is shown in the plans.
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. **Rock Filter Dams.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

B. **Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. **Temporary Paved Flumes.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

D. **Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

E. **Earthwork for Erosion and Sediment Control.**

1. **Initial Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will

be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)", "Embankment (Erosion and Sediment Control, In Place)", "Excavation (Erosion and Sediment Control, In Vehicle)", "Embankment (Erosion and

Sediment Control, In Vehicle)", or "Earthwork (Erosion and Sediment Control, In Vehicle)".

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; equipment, labor; tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for by a Contractor Force Account Item.

   This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor; tools, and incidentals.

   Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

   Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

F. **Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

   Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

G. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

H. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. **Biodegradable Erosion Control Logs.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

CONTRACTOR CERTIFICATION OF COMPLIANCE
WITH STORM WATER REQUIREMENTS

I, _____ certify that I am the duly appointed representative of the Contractor with authority to make this Contractor certification. I have read and understand the requirements applicable to this project pertaining to storm water discharge authorization under Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor agrees to comply with the terms of the permit that are expressly stated in the contract documents as being the responsibility of the Contractor. I have read and understand the Storm Water Pollution Prevention Plan (SWP3) developed by the Department for this project. The Contractor agrees it will be implemented prior to construction according to permit requirements and the contract documents. I understand that failure to comply with the terms of the permit that are expressly stated in the contract documents, plans, and specifications as being the responsibility of the Contractor may result in civil penalties.

The Contractor acknowledges its responsibility to satisfy the following requirements:

Implement the SWP3 for the project in accordance with the plans and specifications and the TPDES GP TXR150000.

Install and maintain control measures on the project in accordance with the manufacturer's or designer's specifications.

Collaborate with the Department for joint monitoring of best management practices (BMPs) on a regular basis to verify that BMPs are performing as intended in accordance with the plans and specifications and with TPDES GP TXR150000.

Collaborate with the Department for joint identification of BMP maintenance needs and carry out such maintenance in accordance with the plans and specifications, TPDES GP TXR150000 and as directed by the Engineer.

Repair the integrity of any BMP as directed by the Engineer as soon as reasonably possible.

If appropriate, recommend changes needed in the SWP3 to the Engineer in order to prevent, to the extent practicable, water pollution associated with construction activities from entering any surface water or private property on or adjacent to the project site by storm water discharges.

Stabilize disturbed areas, as soon as practicable, in accordance with the TPDES GP TXR150000 and as directed by the Engineer.

If applicable, obtain appropriate authorizations for activities associated with any Project Specific Location under the authority of the Contractor and provide appropriate documentation of compliance to the Engineer.

Satisfy any other responsibility indicated in the contract documents that are expressly stated as the responsibility of the Contractor.

Signature and Title: _____

Date: _____

XL Group
Insurance
Reinsurance

BID BOND

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

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

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

Whereas, the Principal has submitted a bid for Major Drive Estension From SH 124 to LaBelle Rd. for Jefferson County IFB 16-008/JW (POA# XL1512854).

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

Signed, sealed and delivered this 24th day of May, 2016.

Ashley Washburn
(Witness)

APAC-TEXAS, INC.
(Principal) (Seal)
By Scott Blanchard, Asst. Secretary

XL Specialty Insurance Company
(Surety) (Seal)

(Witness)

By Artie Tucker, Attorney-in-Fact

SB-0101 (rev. 2/12)

XL Group
Insurance
Reinsurance

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

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1512854

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

L.L. Mathews Jr., Kal A. Kincaid, Scott N. Blanchard, Larry P. Mathews, Garrett Thomas, Angela Kvarme, Artie Tucker, Jose A. Torres

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

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

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 5th day of June 2014.

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

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

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

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this June 5th, 2014.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: David S. Hewett
SENIOR VICE PRESIDENT

Attest: Tom Ann Perkins
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 5th day of June, 2014, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SLIVA
NOTARY PUBLIC
My Commission Expires June 30, 2018
STATE OF CONNECTICUT

Kim D. Sliva
NOTARY PUBLIC

SURETY ACKNOWLEDGMENT

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

On this 24th day of May, 2016, before me personally came Artie Tucker to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Ashley Washburn
Notary Public

ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
APAC-TEXAS, INC.

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

I. ELECTION OF OFFICERS

RESOLVED, that effective March 4, 2016 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an ***"Officer"*** and collectively, the ***"Officers"***) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Stephen R. Koonce	President
Stephen Ross	Secretary/Asst. Treasurer
Kal A. Kincaid	Vice President/Assistant Secretary
Joe Naivar, Jr.	Vice President/Assistant Secretary
Mike Wallace	Vice President/Assistant Secretary
Brandon Smith	Vice President/Assistant Secretary
Nicholas Schack	Vice President/Assistant Secretary
Jake Parson	Vice President/Assistant Secretary
Hugh Franklin	Vice President – Finance
William B. Miller	Admn. Vice President/Assistant Secretary
Charles Brown	Treasurer/Assistant Secretary
Robert Banks	Assistant Secretary

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

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

Angela Kvarme	Asst. Secretary/ Asst. Treasurer	Kristin Davis	Asst. Secretary/ Asst. Treasurer
Stephen Ross	Asst. Secretary/ Asst. Treasurer	Scott Blanchard	Assistant Secretary
Larry Mathews	Assistant Secretary	Kirk D. Morris	Assistant Secretary
Michael F. Deaton	Assistant Secretary	Eric Bailey	Assistant Secretary
David Young	Assistant Secretary	Russell Lindsey	Assistant Secretary
M. Craig Hall	Assistant Secretary	Dean W. Buchanan	Assistant Secretary
David M. Toolan	Assistant Secretary	Gary P. Hickman	Assistant Secretary
David Lewis	Assistant Secretary	Josh Houston	Assistant Secretary
Michael G. O'Driscoll	Assistant Secretary		

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective March 4, 2016 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Robert Brown	Ryan Lindsey	Lance Phillips
Mike Brown	L.L. Matthews	David Reese
James A. Connor	Chris S. Michael	Rebecca Rutledge
Dean Donnellan	Greg Morisey	Russell Lindsey
Ben Liggett	Barry Egbert	Josh Houston
Rachel Sackett	Angela Kvarme	Larry Mathews
Scott Blanchard	Richard Fowler	

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

III. AUTHORIZATION OF TRADE NAMES

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

Matthews Construction
Texas Bitulithic Division of APAC-Texas, Inc.
Trotti & Thomson Division of APAC-Texas, Inc.
Armor Materials, Inc.

Austin Aggregates
Heart of Texas Hotmix
Ironhorse Asphalt
Lindsey Ready Mix
Lindsey Contractors
Texas Concrete Materials
Wheeler Coatings
Wheeler Companies
Oldcastle Pavement Solutions
Oldcastle Materials Gulf Coast

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

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through Adobe® eSign Services; and

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

Signature: Stephen R. Koonce
Stephen R. Koonce (Mar 17, 2016)

Email: stephen.koonce@apac.com

Signature: Nathan Creech
Nathan Creech (Mar 17, 2016)

Email: nathan.creech@oldcastlematerials.com

Signature: John Parson (Mar 17, 2016)

Email: john.parson@oldcastlematerials.com

Current Projects and Work History

2016

3/24/2016	3176	TXDOT	Jefferson County US 90 Full Depth Repair	Full Depth Repair	SB	6385A	$	13,826.00
5/11/2016	3182	TXDOT	Hardin Co. FM 418 Safety Trt Fxd Obj.	Widen Safety Treat Fixed Objects	AT	6668	$	1,281,590.79
4/28/2016	3181	Motiva	Motiva Tanks 1679 & 1254	Excavate and Pave Tanks	JB	258644JOE	$	144,601.00
4/19/2016	3178	TXDOT	Jasper US190 Flexible Pavement Repair	Flexible Pavement Structure Repair	TC	6659A	$	1,078,969.40
4/18/2016	3180	TXDOT	Orange Co. SH0012 Emulsion Trt & Overlay	Emulsion Treat Roadway and Overlay	SB	6663A	$	441,682.15
4/14/2016	3179	Cheniere	Bechtel - Train 2 & Roadwork	4" Asphalt - Train 2 & Roadwork	JB	258602A	$	2,165,031.00
4/12/2016	3177	City of Vidor	City of Vidor Woodland Road Rehab	Rework Base and surface Placement	TC	6664A	$	199,921.00
3/22/2016	3175	Jacobs/Exxon Mobil- Mont Belvieu	Ave E. & Parking area overlay	4" Overlay	JB	258637		
2/29/2016	3174	Flint Hills	North Olefins Road	Rehabilitation	JB	258591A	$	118,325.00
2/25/2016	3173	City of Groves	Lyndale Additon Asphalt Road Repair	Road Rehabilitation	TC	6647A	$	229,089.00
2/19/2016	3172	TXDOT	Jefferson Co. SH 87	Mill & Overlay	AT	6636		$3,158,875.97
2/16/2016	3171	TXDOT	Jefferson Co US 90	Plane & Overlay	TC	6639	$	1,284,680.00
2/11/2016	3170	TXDOT	Jefferson Co FM 365	Flexible Pavement Structure Repair	TC	6638	$	741,215.00
1/19/2016	3168	TXDOT	Orange Co. FM 105	Add Shoulders	AT	6626	$	2,668,330.65
1/19/2016	3169	TXDOT	Tyler Co. US0069	Mill & Inlay	AT	6627	$	527,091.00

2015

DATE	Job No.	Owner	Project Name	Job Description	Estimator	Est No.		Contract Amount
12/2/2015	3167	Lanxess	Parking Lot Repairs	Overlay & Base Repair and Overlay	JB	258592	$	316,155.00
11/3/2015	3166	Motiva	Reservoir Levee Road	Remove & Replace Concrete	JB	258564D	$	214,307.50
10/15/2015	3165	Valero	8th St. & Ave. F	Excavate, Place Base & Concrete	JB	258585	$	112,603.00
9/18/2015	3163	TXDOT	Jasper Co. FM1007	Provide Additional Width and Centerline Texturing	DB	6571	$	1,655,300.24
9/16/2015	3164	Sabine Pass LNG/Cheniere	Bayou/Cheniere Spray Application	Apply MC-30 To Various Areas	SB	250016C	$	259,873.00
9/8/2015	3162	Sabine Pass LNG/Cheniere	Sabine Pass LNG Asphalt & Sealer	4" Overlay (6351sy) & MC-70 Sealer (32,2502sf)	JB	258570	$	236,831.75
9/2/2015	3161	TXDOT	Chambers Co. FM 3180	GR, BS, STR, PVMT	SB	6573	$	783,181.36
9/1/2015	3160	TXDOT	Newton Co. FM 2460	Safety Treat Fixed Objects	SB	6578	$	1,301,346.31
8/21/2015	3159	TXDOT	Jefferson Co. FM 365 #2 Green Pond Gully	Replace Bridge & Approaches	AT	6575	$	1,196,548.36
8/21/2015	3158	TXDOT	Jefferson Co. FM 365 #1 Ground Gully	Replace Bridge & Approaches	AT	6574	$	1,565,852.57
8/20/2015	3157	Invista	Invista BD Storage Access Road	Lime/Flyash Stabilize, Geogrid, Base, 2CST	KE	258537	$	860,236.89
8/18/2015	3156	TXDOT	Jefferson Co. FM 1406	Replace Bridge & Approaches	AT	6576	$	994,488.34
7/9/2015	3154	TXDOT	Orange Co. IH0010 Flexible Pavement Repair	Repair Asphalt	AT	6552	$	786,583.50
7/9/2015	3155	TXDOT	Jefferson Co. SH0073 Overlay Roadway	Overlay Roadway	AT	6549	$	840,414.09
7/1/2015	3153	TXDOT	Jasper Co. US 96	Mill & Overlay	AT		$	4,127,377.30
6/30/2015	3151	TXDOT	Orange Co. SH0087 Overlay Roadway	Overlay Roadway	AT	6535	$	617,135.32
6/30/2015	3152	TXDOT	Jasper Co. US 190 GR, BS, PVMT, & STR	Remove & Replace Bridge	AT	6536	$	7,078,117.16
6/23/2015	3150	Flint Hills Resources	Flint Hills Laydown Yard	Place 8" Limestone Base & Geogrid	SB	258520A	$	167,180.00
6/11/2015	3149	City of Vidor	City of Vidor Old Hwy 90 Rehab	Mill, OCST, 2" HMA	AT	6531	$	197,699.19
6/5/2015	3148	Jacobs	ExxonMobil BOP 17th Street, Avenue H & H&P	Roadway Rehabilitation	SB	258526A	$	151,661.00
5/20/2015	3147	TXDOT	Jasper Co. US 190 Flexible Pavement Structure Rep	Flexible Pavement Structure Repair	SB	6520	$	281,360.50
5/19/2015	3146	TXDOT	Jasper Co. US 190 GR, BS, PVMT, STP	Widening & Overlay	DB	6517	$	4,313,473.26
5/18/2015	3144	Duphil	Duphil Parking Overlay	Overlay	JB	6524A		
4/16/2015	3143	Jefferson County	Road Improvements 2015	Overlay, Rework & Seal Coat	AT	6510	$	1,027,608.37
3/24/2015	3142	TXDOT	Hardin US 69	Plane & Overlay Various Roads	SB	6481	$	1,333,591.89
3/18/2015	3141	TXDOT	Jefferson Co. CR	STR, BASE, ACP - Bridge Replacement - Island Park Rd @ Brakes Ba	SB	6483	$	2,984,343.00
3/18/2015	3140	TXDOT	Hardin Co. FM 943 GR, BS, PVMT	Pavement Widening/Seal Coat	AT	6475	$	2,607,577.21
3/18/2015	3139	TXDOT	Orange Co. CS GR, BS, STR, PVMT	Install Turn Lane/Overlay	AT	6474	$	158,456.78
3/13/2015	3138	Orange Co.	Thomas Road Bridge	Bridge Reconstruction	AT	6478	$	534,172.40
3/13/2015	3137	City of Orange	Huntsman & Bassett Street Rework	Lime/Flyash Stabilize & Overlay	AT	6466	$	135,842.00

2014

DATE	Job No.	Owner	Project Name	Job Description	Estimator	Est No.		Contract Amount
12/18/2014	3136	TXDOT	Orange County FM 105	Mill & Overlay	SB	6449	$	290,384.74
12/18/2014	3135	City of Vidor	Road Rehabilitation	Mill, Base Repair & Overlay	SB	6437	$	495,262.85
12/18/2014	3134	TXDOT	Jefferson Co. PW 1004	OCST, ACP	AT	6447	$	55,175.45
12/14/2014	3133	Hanson	Hanson Watco Site	Site Preparation	AT	6440A	$	855,000.00
12/3/2014	3132	Gerdau	Coil Storage Road	10" Concrete Paving	GT	6277-C	$	320,000.00
11/26/2014	3131	MeadWestvaco	2014 Entrance Road Rehab	2" Mill & Overlay	SB	6431A	$	268,544.00
11/18/2014	3130	Jefferson County	US 90 Crossover @ Green Pond Gully	Asphalt Crossover	AT	6443	$	196,485.50
11/12/2014	3129	TXDOT	Jasper Co. FM 1004	Level-up, ACP Str, Stripe	AT	6427	$	1,507,560.61
10/27/2014	3128	TXDOT	Orange Co. CR	Railroad Grade Seperation	AT	6416	$	8,977,087.38
10/22/2014	3127	TXDOT	Newton Co FM 2460	Pavement Widening	AT	6412	$	1,187,970.52
10/21/2014	3126	Sabine Neches Navigation District	SNND Taylor Bayou Facility Paving Project	Excavation, ASB, Asphalt paving	GT	6425	$	300,700.00
10/21/2014	3125	ChevronPhillips	Asphalt Paving	ChevronPhillips Chemical/Bomac Asphalt Paving	GT	5862	$	196,450.00
10/20/2014	3124	TXDOT	Jefferson Co. VA	Install Railroad Tracks	GT	6417	$	4,297,854.65
10/16/2014	3123	Flint Hills	High Road Rehab	Reconstruction of OSBL High Road Plant Entrance	KE	250002-A	$	153,701.50
9/28/2014	3122	Amber LP	Amber LP Concrete & Asphalt	Concrete & Base	AT	6328	$	161,259.50
8/19/2014	3121	TXDOT	Jefferson Co. US 69	Sidewalk Concrete Pavement	GT	6367	$	383,353.35
8/8/2014	3120	Jefferson Co.	Jack Brooks Taxiway D Reconstruction	Taxiway D Reconstruction	AT	6332	$	1,906,118.00
8/7/2014	3119	TXDOT	Hardin Co. US69 GR, BS, ACP, STR	Widening/SMA	AT	6365	$	7,502,185.05
8/6/2014	3118	TXDOT	Jefferson Co. FM 366	Full Depth Repair	CC	6334	$	538,011.70
8/4/2014	3117	Huntsman Port Neches	Huntsman Contractor Access Roadway	Contractor Access Road	SB	6320A	$	102,976.50

8/22/2014	3116	TXDOT	Orange Co. SH 62	Install Right Turn Lane	SB	6337	$	140,492.90
7/29/2014	3115	City of Port Arthur	Pleasure Island Marina	Pavement Rehabilitation	CC	6358	$	405,289.00
7/29/2014	3114	Jefferson Co.	Runway 16/34 Rehabilitation	Jack Brooks Airport Runway 16/34 Rehabilitation	CC	6356	$	305,518.00
7/29/2014	3113	Jefferson Co.	Runway Safety Area Grading	Jack Brooks Airport Safety Area Grading	GT	6357	$	119,490.00
7/22/2014	3112	City of Port Arthur	10th Street Improvements	Asphalt, Concrete curb & gutter, underground drainage	AT	6325	$	686,131.50
7/11/2014	3111	TXDOT	Jefferson Co. SP 136	GR, BS, STR, PVMT	AT	6310	$	569,227.19
6/10/2014	3110	Gerdau	3rd & Main Gate Revised	Gerdau 3rd & Main Gate Revised	GT	6239A	$	368,536.00
5/14/2014	3109	Exxon/Mobil	Heavy Haul Road Phase 4	Jacobs/ExxonMobil Heavy Haul Road Phase 4	AT	6291	$	162,702.00
5/14/2014	3108	ExxonMobil	Parking Repairs (BOB South Lot)	ExxonMobil Parking Repairs (BOB South Lot)	SB	5776	$	114,431.00
4/15/2014	3107	TXDOT	Orange Co. SH 12 Plane, SMA, Stripe	Orange Co. SH 12 Plane, SMA, Stripe	AT	6263	$	2,279,714.00
4/7/2014	3106	TXDOT	Newton Co. SH 12 Plane, SMA, Stripe	Newton Co. SH 12 Plane, SMA, Stripe	GT	6262	$	1,990,411.83
4/1/2014	3105	ExxonMobil	Jacobs Area's 52 & 09	Jacobs Exxon/Mobil Area's 52 & 09	AT	6231	$	224,105.00
3/26/2014	3104	BASF	Gate 103 Rehab	BASF Gate 103 Rehab	AT	6158B	$	226,096.00
3/19/2014	3103	TXDOT	Newton Co. FM 1004 ACP STR STP	Newton Co. FM 1004 ACP STR STP	AT	6248	$	1,507,560.61
3/13/2014	3102	TXDOT	Hardin Co. US 96 Etc. Mill and Overlay	Hardin Co. US 96 Etc. Mill and Overlay	GT	6243	$	797,816.05
3/3/2014	3101	Exxon/Mobil	Jacobs Admin Parking-lot	Jacobs Exxon/Mobil Admin Parking-lot	AT	6143A	$	214,637.70
2/24/2014	3100	TXDOT	Newton Co. SH 87 Pvmnt Repair,OCST, ACP	Newton Co. SH 87 Pvmnt Repair,OCST, ACP	AT	6222	$	2,705,524.33
2/17/2014	3099	TXDOT	Jefferson Co. SP215 FDR, BS, Mill, Ovrly	Jefferson Co. SP215 FDR, BS, Mill, Ovrly	AT	6220A	$	1,979,708.80
2/14/2014	3098	TXDOT	Jasper Co. FM 252 HMA Overlay	Jasper Co. FM 252 HMA Overlay	GT	6224	$	661,886.78
2/13/2014	3097	Exxon/Mobil	Jacobs Heavy Haul Road	Jacobs Exxon/Mobil Heavy Haul Road	AT	6103A	$	494,866.70
2/13/2014	3096	Exxon Mobil	HB Neild Lab Paving	Exxon Mobil/HB Neild Lab Paving	AT	5805	$	165,300.00
1/13/2014	3095	Praxair	Bomac Ring Road & Drives	Bomac/Praxair Ring Road & Drives	AT	6135	$	198,028.00
1/8/2014	3094	Huntsman	Main Road Phase 1	Huntsman Main Road Phase 1	JT/SB	6071REVA	$	1,271,067.50

Current Projects and Work History

2013

DATE	Job No.	Owner	Project Name	Job Description	Estimator	Est No.		Contract Amount
12/17/2013	3093	BASF	Truck Loading	BASF Truck Loading	AT	6177	$	132,007.00
12/13/2013	3092	BASF	Contractor Parking-lot Expansion	BASF Contractor Parking-lot Expansion	AT	6176	$	183,632.00
12/12/2013	3091	TXDOT	Hayward Baker/Craig Olden Jefferson 69	Hayward Baker-Craig Olden Division - TXDOT Jefferson Co. US 69	SB	6197	$	156,049.35
12/10/2013	3090	Meadwestvaco	Entrance Road Replacement	Meadwestvaco Entrance Road Replacement	SB	6151	$	143,750.00
12/10/2013	3089	Strike	Independence Parkway for Strike	Independence Parkway for Strike	GT	6169A	$	172,524.00
12/6/2013	3088	TXDOT	Orange Co. SH 73 Asphalt Detour	Orange Co. SH 73 Asphalt Detour	GT	6093	$	159,384.00
11/21/2013	3087	Exxon Mobil	B&P/Zachary Asphalt Repair	Exxon Mobil B&P/Zachary Asphalt Repair	AT	6120	$	298,907.00
11/5/2013	3086	Jefferson Co.	Jack Brooks Mill Overlay @ Hangers	Jefferson Co. Jack Brooks Mill Overlay @ Hangers	AT	6153	$	256,011.26
10/31/2013	3085	TXDOT	Liberty Co. FM 1413	TXDOT Liberty Co. FM 1413	SB	6087	$	2,173,548.34
10/17/2013	3084	Jasper County	GLO IKE 1 Project #7 Road Improvements Package	Jasper County GLO IKE 1 Project #7 Road Improvements Package D R	SB	6101A	$	350,956.00
9/30/2013	3083	TXDOT	Newton Co. FM 1013 Edge Stabilization	Newton County FM 1013 Edge Stabilization	SB	6084	$	282,989.70
9/30/2013	3082	Jasper County	Precinct 4: 2013 County Road Improvements Project	Jasper County Precinct 4: 2013 County Road Improvements Project	SB	6099	$	235,537.50
9/4/2013	3081	TDCJ	Leblanc Unit Perimeter Road	Leblanc Unit Perimeter Road	GT	5997A	$	146,000.00
8/14/2013	3080	ExxonMobil	for Jacobs Asphalt & Concrete Paving QUEU LANE	ExxonMobil for Jacobs Asphalt & Concrete Paving QUEU LANE	AT	6075	$	479,993.75
7/28/2013	3079	TXDOT	Jefferson Co. US 69 Replace Bridge & Approaches	TXDOT JEFFERSON Co. US 69 Replace Bridge & Approaches	AT	6059	$	1,456,176.70
7/28/2013	3078	TXDOT	Jefferson Co. SH 87 Replace Bridge & Approaches	TXDOT JEFFERSON Co. SH 87 Replace Bridge & Approaches	AT	6058	$	2,796,252.37
7/28/2013	3077	TXDOT	Jefferson Co. US 69 GR, BS, STR, PVMT, SIGN	TXDOT JEFFERSON Co. US 69 GR, BS, STR, PVMT, SIGN	AT	6060	$	27,390,861.67
7/22/2013	3076	City of Silsbee	Hartmann and 7th Street	Hartmann and 7th Street Silsbee	GT	6073A	$	122,458.00
6/12/2013	3075	TXDOT	Liberty Co. US 90 GR, BS, STR, PVMT, SIGN	TXDOT Liberty Co. US 90 GR, BS, STR, PVMT, SIGN	AT	6039	$	20,677,586.00
5/23/2013	3074	Chevron	Cedar Bayou for Strike	Chevron Cedar Bayou for Strike	GT	6024B	$	493,989.00
5/20/2013	3073	Lamar	Asphalt Parking for Band Revised	Lamar Asphalt Parking for Band Revised	GT	5725A	$	340,270.79
5/7/2013	3072	Liberty Co	Cedar Estates Street Improvements	Liberty Co Cedar Estates Street Improvements	GT	5971	$	290,276.60
4/29/2013	3071	TXDOT	Jefferson County SH 73 ACP, Shoulder Texture	TXDOT Jefferson County SH 73 ACP, Shoulder Texture	SB	5988	$	5,975,104.16
	3070	TXDOT	Sabine Co. CR (Rock Creek & Williams Drive)	Sabine Co. CR (Rock Creek & Williams Drive)	AT	5987	$	436,423.00
	3069	TXDOT	Orange Co. FM 105	Orange Co. FM 105	AT	5986	$	3,988,094.00
	3068	TXDOT	Orange Co. FM 1006	Orange Co. FM 1006	SB	5965	$	732,186.15
	3067	TXDOT	Jefferson Co.US 90 Mill & Overlay	Jefferson Co. US 90 Mill & Overlay	SB	5964	$	1,347,159.25
	3066	Goodyear	HSE Concrete Work	Goodyear HSE Concrete Work	GT	5994	$	105,373.00
	3065	TXDOT	Jasper Co. FM 2799 Edge Stabilization	TXDOT Jasper Co. FM 2799 Edge Stabilization	AT	5931	$	785,636.00
	3064	TXDOT	Jasper FM 254 Edge Stabilization	TXDOT Jasper FM 254 Edge Stabilization	AT	5932	$	259,576.60
	3063	ISTC	Drive Entrance & Exit	ISTC Drive Entrance & Exit	GT	5892	$	154,023.00
	3062	TXDOT	Newton Co. FM 1414 Widen Roadway	Newton Co. FM 1414 Widen Roadway	AT	5911	$	1,351,308.00
	3061	TXDOT	Jefferson Co. IH 10 Flex Base	Jefferson Co. IH 10 Flex Base	AT	5909	$	641,464.00
	3060	City of Orange	East Orange Street Improvements	City of Orange East Orange Street Improvements	AT	5888	$	1,141,774.00

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

ORIGINAL

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

ADDENDUM TO IFB

IFB Number:	IFB 16-008/JW
IFB Title:	Major Drive Extension From SH 124 to LaBelle Rd
IFB Due:	**11:00 am CDT, Tuesday, May 24, 2016**
Addendum No.:	1
Issued (Date):	May 16, 2016

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:

The proposed left and right ditch grades along Major Drive Extension have been revised from Sta. 587+00 to Sta. 600+00 and the ditch berm has been extended to Sta. 590+00.

The following modifications are made to the plans and contract documents:
- Sheets 9, 10, and 22-28 of the plans are replaced with the new Sheets 9, 10, and 22-28 attached to this addendum.
- The entire Bid Form in the specification package (Pgs 23-27) is replaced with the Revised Bid Form attached to this addendum. The only change is to the quantity for Item 0110 2004 on Pg 23.

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: ____

Authorized Signature (Bidder)

Asst. Secretary/ Asst. Treasurer
Title of Person Signing Above

Angela Kvarme
Typed Name of Business or Individual

12907 US Hwy 90, Beaumont, TX 77713
Address

ESTIMATE SUMMARY SHEET

ITEM	CODE	SPL	DESCRIPTION	UNIT	TOTAL QUANTITY
0100	2001		PREPARING ROW	AC	15.00
0105	2043		REMOVING STAB BASE & ASPH PAV (0-6")	SY	6192.00
0110	2004		EXCAVATION (ROADWAY AND CHANNEL)	CY	21049.00
0164	2023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	72193.00
0247	2240		FL BS (CMP IN PLACE)(TY A GR 2)(12")	SY	38335.00
0260	2006		LIME TRT (EXST MATL) (6")	SY	40327.00
0260	2060		LIME (HYDRATED OR COMMERCIAL)(SLURRY)	TON	871.00
0310	2005		PRIME COAT (MC-30 OR AE-P)	GAL	9584.00
0316	2010		ASPH (CRS-2)	GAL	28752.00
0316	2679		AGGR(TY-D GR-3 OR TY-L GR-3)	CY	366.00
0316	2850		AGGR (TY-D GR-4 OR TY-L GR-4)	CY	320.00
0464	2005		RC PIPE (CL III) (24 IN)	LF	206.00
0464	2009		RC PIPE (CL III) (36 IN)	LF	224.00
0467	2227		SET (TY II) (36 IN)(RCP) (4:1)(C)	EA	8.00
0467	2236		SET (TY II) (24 IN)(RCP) (6:1)(C)	EA	2.00
0467	2288		SET (TY II) (24 IN)(RCP) (6:1)(P)	EA	8.00
0472	2005		REMOV & RE-LAY PIPE (24 IN)	LF	48.00
0472	2009		REMOV & RE-LAY PIPE (36 IN)	LF	32.00
0496	2007		REMOV STR (PIPE)	LF	32.00
0500	2001		MOBILIZATION	LS	1.00
0502	2001		BARRICADES, SIGNS AND TRAF HANDLING	MO	12.00
0530	2010		DRIVEWAYS (CONC)	SY	77.00
0540	2002		MTL W-BEAM GD FEN (STEEL POST)	LF	37.50
0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	17.00
0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	3.00
0644	2006		IN SM RD SN SUP&AM TY10BWG(1)SA(U)	EA	2.00
0658	2500		INSTL OM ASSM (OM-4)(TWT)(WAS)	EA	4.00
0666	2012		REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	18973.00
0666	2036		REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	480.00
0666	2048		REFL PAV MRK TY I (W) 24"(SLD) (100MIL)	LF	78.00
0666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	8.00
0666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	8.00
0666	2102		REF PAV MRK TY I(W) 36"(YLD TRI) (100MIL)	EA	20.00
0666	2105		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	1630.00
0666	2111		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	8374.00
0666	2132		REFL PAV MRK TY I (Y) 24"(SLD) (100MIL)	LF	77.00
0672	2012		REFL PAV MRKR TY I-C	EA	49.00
0672	2015		REFL PAV MRKR TY II-A-A	EA	324.00
1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL	LF	920.00
1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	920.00

ESTIM

DESIGN JJ
CHECKED D.

SUMMARY OF ROADWAY ITEMS

LOCATION	0105 2043 REMOVE STAB BASE & ASPH PAV (0-6")	0110 2004 EXCAVATION (ROADWAY AND CHANNEL)	EMBANKMENT (FINAL)(DENS CONT)(TY D)	0247 2240 FL BS (CMP IN PLACE)(TY A GR 2)(12")	0260 2006 LIME TRT (EXST MATL) (6")	0260 2060 LIME (HYDRATED OR COMMERCIAL) (SLURRY)	0310 2005 PRIME COAT (MC-30 OR AE-P)	0316 2010 ASPH (CRS-2)	0316 2679 AGGR (TY-D GR-3 OR TY-L GR-3)	0316 2850 AGGR (TY-D GR-4 OR TY-L GR-4)
	SY	CY	** CY	SY	SY	TON	* SY	* SY	* SY	* SY
MAJOR DR		18620	20135	33264	34953	755	33264	33264	33264	33264
FRINT RD	1131	815	682	3194	3410	74	3194	3194	3194	3194
LABELLE RD	5061	1614	266	1877	1984	42	1877	1877	1877	1877
TOTALS	6192	21049	21083	38335	40327	871	38335	38335	38335	38335

* FOR INFORMATION ONLY

** THE AMOUNT OF EMBANKMENT IS SHOWN FOR INFORMATION ONLY.
EMABANKMENT WILL BE SUPPLIED FROM EXCAVATION ON THE PROJECT.

BASIS OF ESTIMATE

ITEM NO.	DESCRIPTION	RATE	NO. OF UNITS	QUANTITY
0310 2005	PRIME COAT (MC-30 OR AE-P)	0.25 GAL/SY	38,335 SY	9,584 GAL
0316 2010	ASPH (CRS-2)	0.35 GAL/SY	38,335 SY	13,418 GAL
0316 2679	AGGR (TY-D GR-3 OR TY-L GR-3)	1 CY /105 SY	38,335 SY	366 CY
	SECOND COURSE			
0316 2010	ASPH (CRS-2)	0.4 GAL/SY	38,335 SY	15,334 GAL
0316 2850	AGGR (TY-D GR-4 OR TY-L GR-4)	1 CY /130 SY	38,335 SY	320 CY

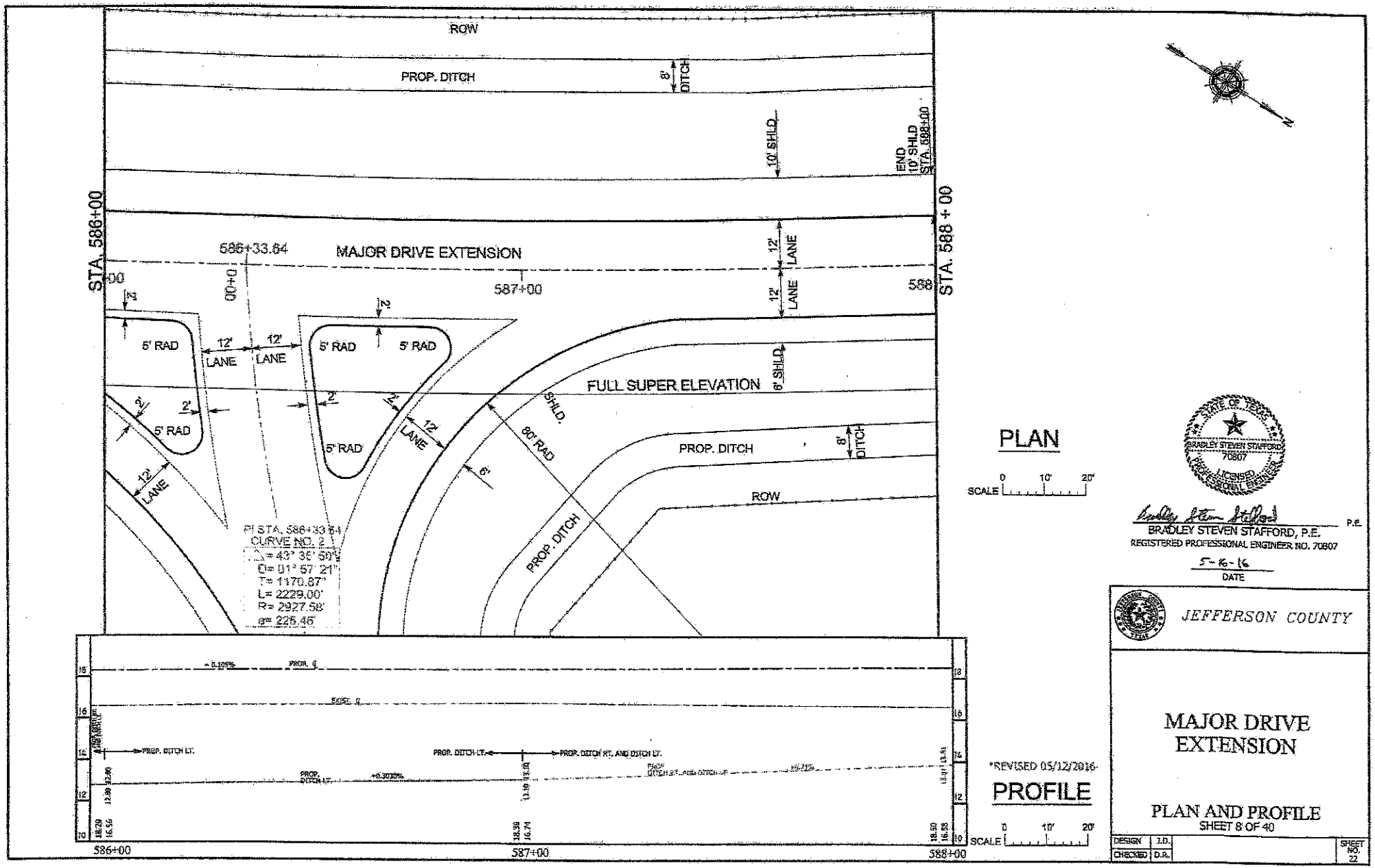
*REVISED 05/12/2016

JEFFERSON COUNTY

QUANTITY SUMMARIES

SHEET 1 OF 4

DESIGN	I.D.	SHEET NO.
CHECKED	D.R.	10



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 10' 20'

REVISED 05/12/2016

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED
PROFESSIONAL ENGINEER

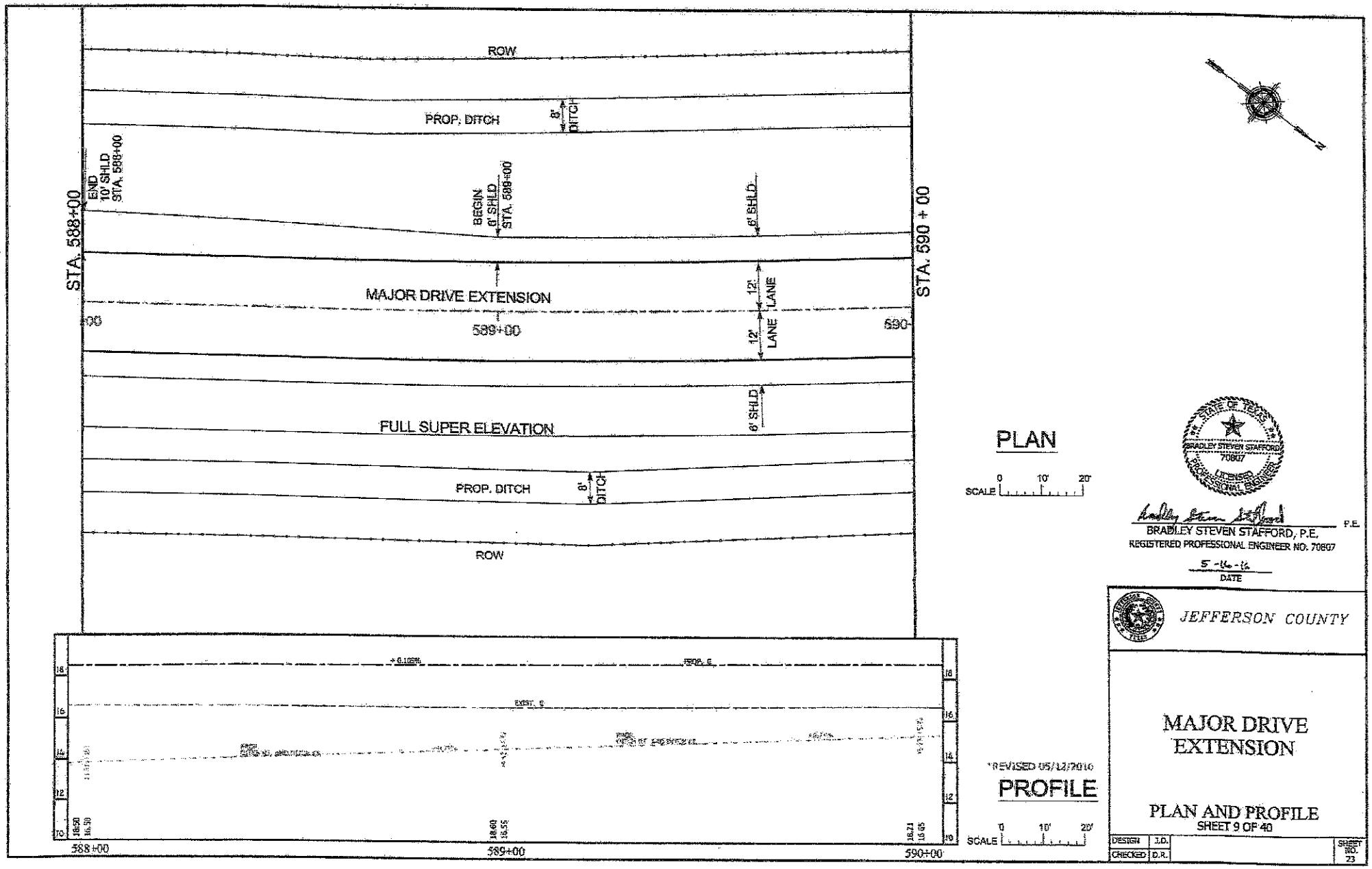
Bradley Steven Stafford P.E.
BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807
5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 8 OF 40

DESIGN	J.D.		SHEET NO. 22
CHECKED	D.R.		



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 10' 20'

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED
PROFESSIONAL ENGINEER

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

5-16-16
DATE

P.E.

JEFFERSON COUNTY

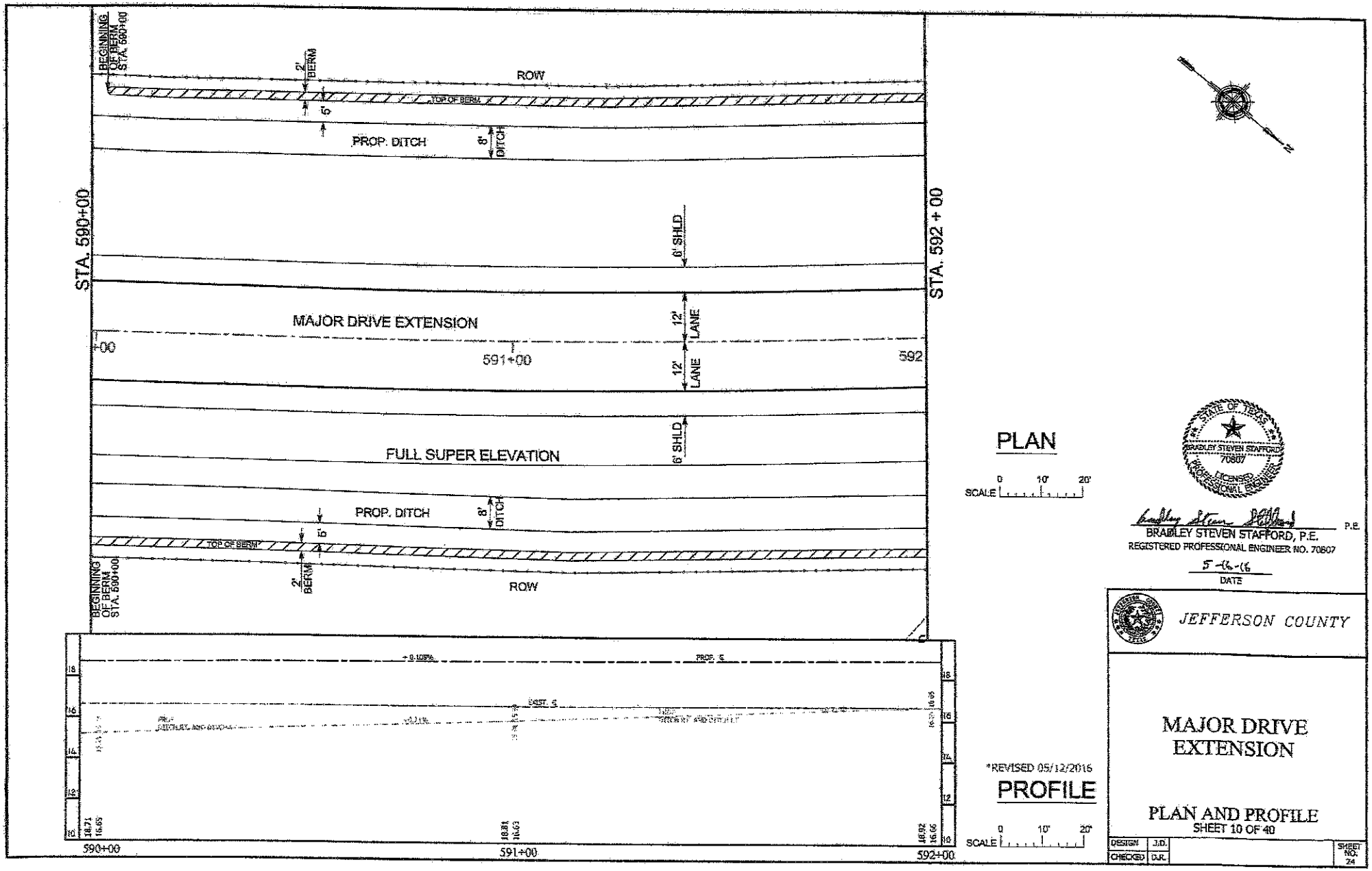
*REVISED 05/12/2016

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 9 OF 40

DESIGN	J.D.	SHEET NO. 23
CHECKED	D.R.	



PLAN

SCALE 0 10' 20'

PROFILE

*REVISED 05/12/2016

SCALE 0 10' 20'

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED PROFESSIONAL ENGINEER

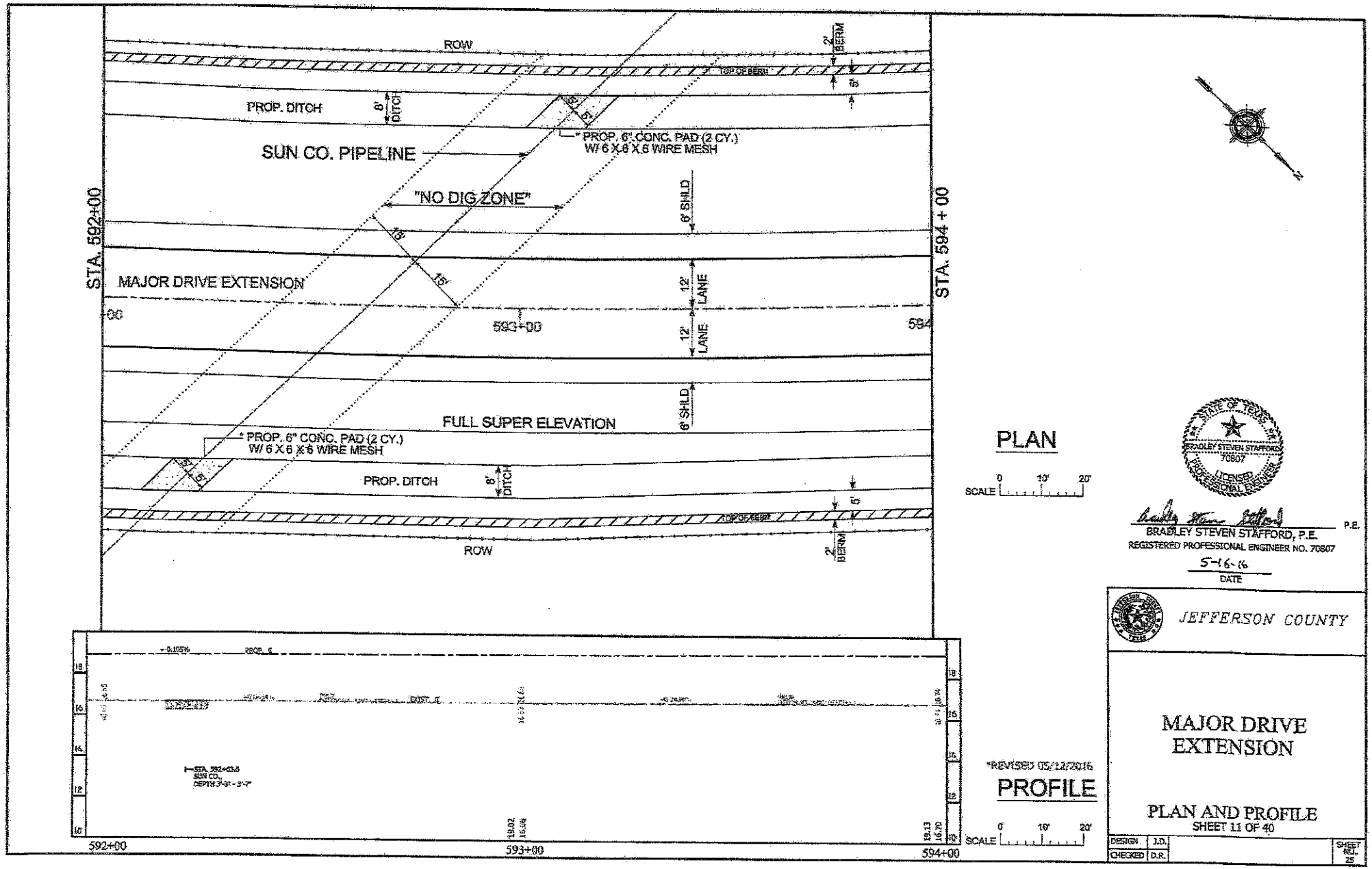
BRADLEY STEVEN STAFFORD, P.E. P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807
5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 10 OF 40

DESIGN	J.D.	SHEET NO. 24
CHECKED	D.R.	



STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED
PROFESSIONAL ENGINEER

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

5-16-16
DATE

*REVISED 05/12/2016

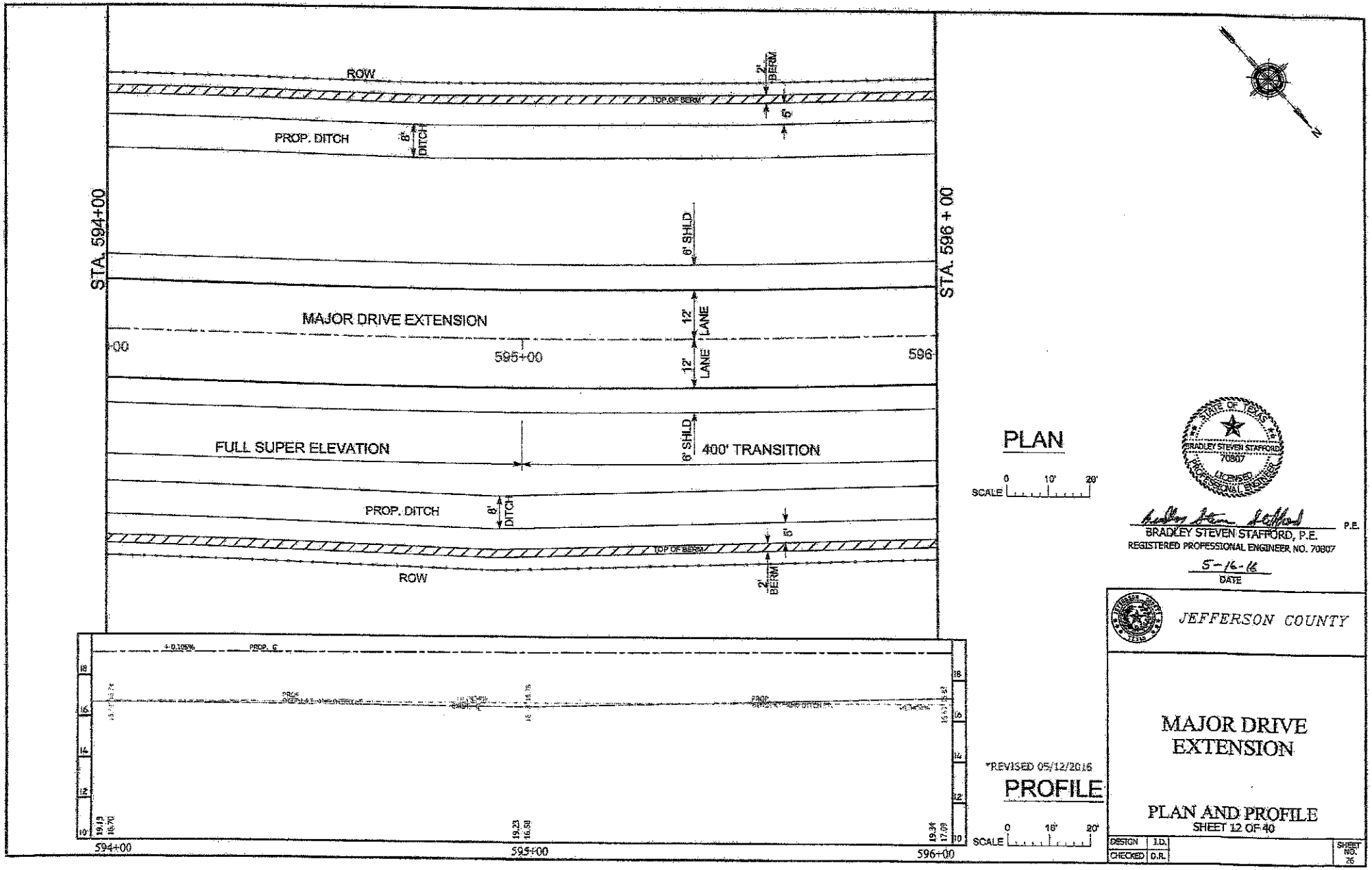
JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 11 OF 40

DESIGN	J.D.		SHEET NO. 25
CHECKED	D.R.		



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 16' 20'

*REVISED 05/12/2016

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED
PROFESSIONAL ENGINEER

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

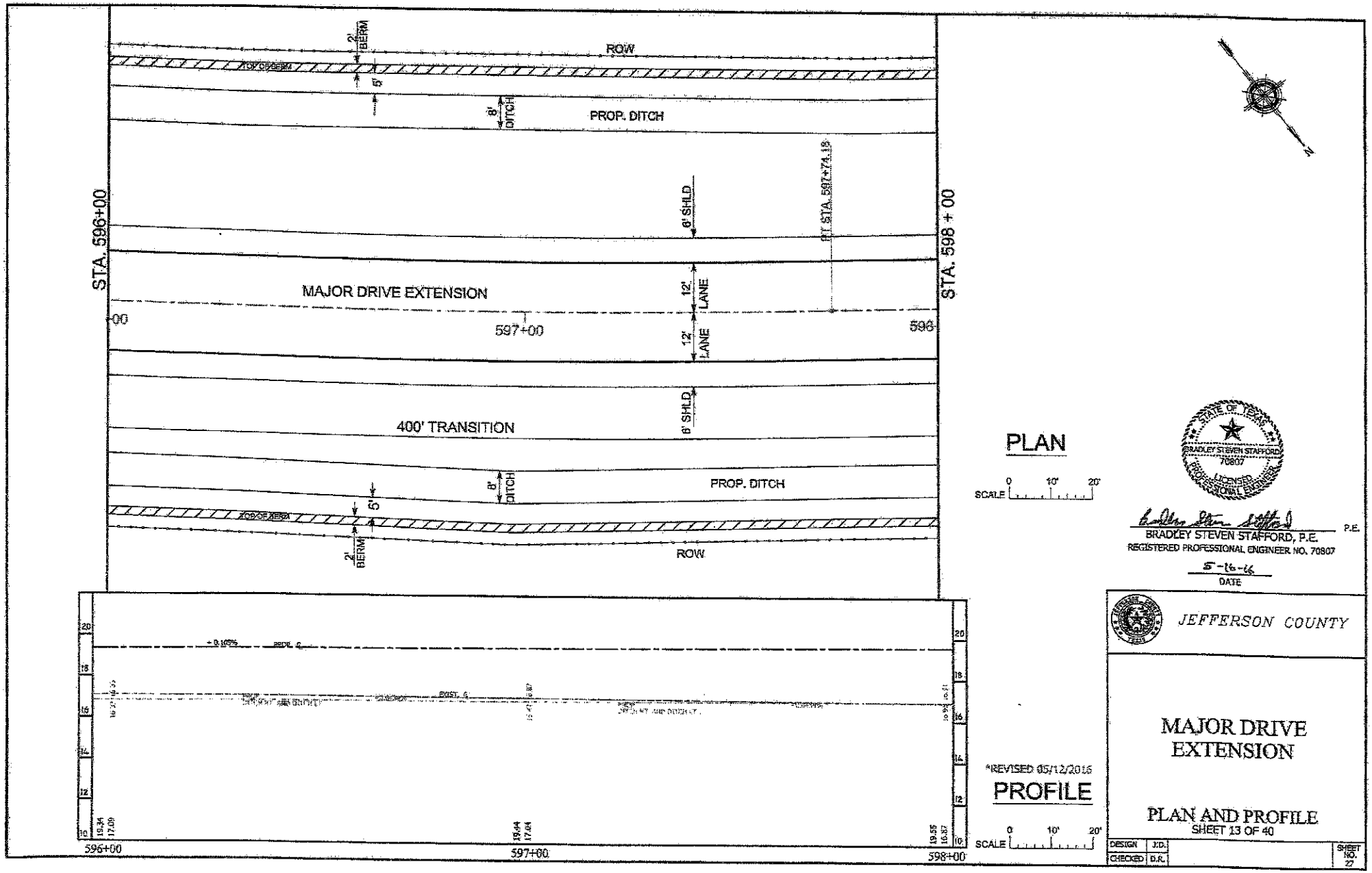
5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 12 OF 40

DESIGN	J.D.	SHEET NO. 26
CHECKED	D.R.	



PLAN

SCALE 0 10' 20'

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED PROFESSIONAL ENGINEER

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

5-16-16
DATE

P.E.

JEFFERSON COUNTY

*REVISED 05/12/2016

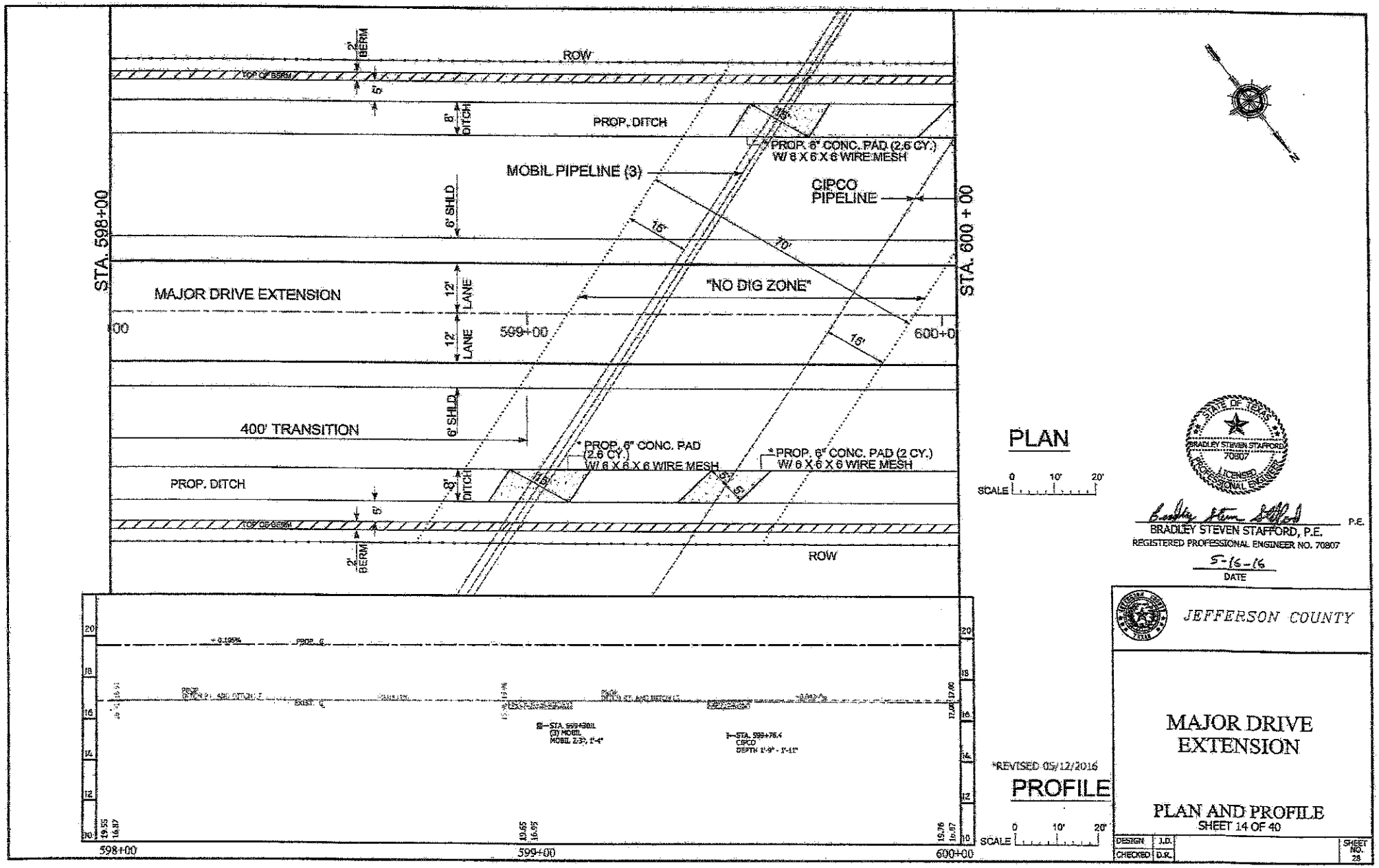
PROFILE

SCALE 0 10' 20'

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 13 OF 40

DESIGN	J.D.	SHEET NO. 27
CHECKED	D.R.	



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 10' 20'

*REVISED 05/12/2016

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 14 OF 40

DESIGN	J.D.	SHEET NO. 28
CHECKED	D.R.	

REVISED BID FORM

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0100	2001		PREPARING ROW Six thousand two hundred seventy DLRS AND zero CENTS	AC	15.00	94,050.00
	0105	2043		REMOVING STAB BASE & ASPH PAV (0-6") seven DLRS AND eighty CENTS	SY	6,192.00	48,297.60
	0110	2004		EXCAVATION (ROADWAY AND CHANNEL) fifteen DLRS AND zero CENTS	CY	21,049.00	315,735.00
	0164	2023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) zero DLRS AND twenty six CENTS	SY	72,193.00	18,770.18
	0247	2240		FL BS (CMP IN PLACE)(TY A GR 2)(12") twenty three DLRS AND zero CENTS	SY	38,335.00	881,705.00
	0260	2006		LIME TRT (EXST MATL) (6") four DLRS AND fifty CENTS	SY	40,327.00	181,471.50
	0260	2060		LIME (HYDRATED OR COMMERCIAL)(SLURRY) one hundred ninety seven DLRS AND zero CENTS	TON	871.00	171,587.00
	0310	2005		PRIME COAT (MC-30 OR AE-P) four DLRS AND forty CENTS	GAL	9,584.00	42,169.60
	0316	2010		ASPH (CRS-2) two DLRS AND thirty five CENTS	GAL	28,752.00	67,567.20

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0316	2679		AGGR(TY-D GR-3 OR TY-L GR-3) one hundred seventy DLRS AND zero CENTS	CY	366.00	62,220.00
	0316	2850		AGGR (TY-D GR-4 OR TY-L GR-4) one hundred eighty DLRS AND zero CENTS	CY	320.00	57,600.00
	0464	2005		RC PIPE (CL III) (24 IN) eighty five DLRS AND zero CENTS	LF	206.00	17,510.00
	0464	2009		RC PIPE (CL III) (36 IN) one hundred thirty DLRS AND zero CENTS	LF	224.00	29,120.00
	0467	2227		SET (TY II) (36 IN)(RCP) (4:1)(C) three thousand four hundred DLRS AND zero CENTS	EA	8.00	27,200.00
	0467	2236		SET (TY II) (24 IN)(RCP) (6:1)(C) two thousand six hundred DLRS AND zero CENTS	EA	2.00	5,200.00
	0467	2288		SET (TY II) (24 IN)(RCP) (6:1)(P) two thousand six hundred DLRS AND zero CENTS	EA	8.00	20,800.00
	0472	2005		REMOV & RE-LAY PIPE (24 IN) sixty three DLRS AND zero CENTS	LF	48.00	3,024.00
	0472	2009		REMOV & RE-LAY PIPE (36 IN) ninety five DLRS AND zero CENTS	LF	32.00	3,040.00
	0496	2007		REMOV STR (PIPE) twenty four DLRS AND zero CENTS	LF	32.00	768.00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

	0500	2001		MOBILIZATION Two Hundred Seventeen Thousand Six Hundred DLRS AND NO CENTS	LS	1.00	217,600.00
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING Five Hundred Eighty Nine DLRS AND NO CENTS	MO	12.00	7068.00
	0530	2010		DRIVEWAYS (CONC) One Hundred Ten DLRS AND NO CENTS	SY	77.00	8,470
	0540	2002		MTL W-BEAM GD FEN (STEEL POST) Thirty Six DLRS AND NO CENTS	LF	37.50	1,350.00
	0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) Four Hundred Ninety Five DLRS AND NO CENTS	EA	17.00	8,415.00
	0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) Six Hundred Thirty Five DLRS AND NO CENTS	EA	3.00	1,905.00
	0644	2006		IN SM RD SN SUP&AM TY10BWG(1)SA(U) Seven Hundred Ninety DLRS AND NO CENTS	EA	2.00	1,580.00
	0658	2500		INSTL OM ASSM (OM-4)(TWT)(WAS) Four Hundred Thirty DLRS AND NO CENTS	EA	4.00	1720.00
	0666	2012		REFL PAV MRK TY I (W) 4" (SLD) (100MIL) NO DLRS AND Forty CENTS	LF	18,973.00	7589.20
	0666	2036		REFL PAV MRK TY I (W) 8" (SLD) (100MIL) One DLRS AND Twenty Two CENTS	LF	480.00	585.60

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

	0666	2048		REFL PAV MRK TY I (W) 24"(SLD) (100MIL) Twelve DLRS AND Twenty CENTS	LF	78.00	951.60
	0666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL) One Hundred Ninety Eight DLRS AND No CENTS	EA	8.00	1584.00
	0666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL) Three Hundred DLRS AND NO CENTS	EA	8.00	2,400.00
	0666	2102		REF PAV MRK TY I(W) 36"(YLD TRI) (100MIL) Seventy Six DLRS AND no CENTS	EA	20.00	1520.00
	0666	2105		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL) NO DLRS AND Forty Three CENTS	LF	1,630.00	700.90
	0666	2111		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) NO DLRS AND forty one CENTS	LF	8,374.00	3433.34
	0666	2132		REFL PAV MRK TY I (Y) 24"(SLD) (100MIL) Twelve DLRS AND Twenty CENTS	LF	77.00	939.40
	0672	2012		REFL PAV MRKR TY I-C Six DLRS AND Ten CENTS	EA	49.00	298.90
	0672	2015		REFL PAV MRKR TY II-A-A Five DLRS AND Ten CENTS	EA	324.00	1652.40
	1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL Two DLRS AND Ninety CENTS	LF	920.00	2668.00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

	1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE NO DLRS AND Seventy Six CENTS	LF	920.00	699.20
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	2,320,965.62

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 5-16-16

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

RECEIVED 10:55 AM MAY 24 2016

SEALED BID FOR:

Major Drive Extension from SH 124 to LaBelle Rd IFB 16-008/JW

BID DUE: Tuesday, May 24, 2016 AT 11:00 A.M. (CDT)

Jefferson County Purchasing Dept.
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701

BID SUBMITTED BY:
APAC-Texas, Inc.
PO Box 20779
Beaumont, Texas 77720

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

April 25, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd. **Specifications for this project may be obtained for a non-refundable fee of $25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Major Drive Extension From SH 124 to LaBelle Rd**
BID NO:	**IFB 16-008/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, May 24, 2016**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a **Mandatory Pre-bid Conference** at 10:00 AM CDT on Wednesday, May 11, 2016, at the Jefferson County Engineering Department Conference Room located on the 5th floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – April 27th and May 4th, 2016

IFB 16-008/JW
Major Drive Extension From SH 124 to LaBelle Rd
Bids due: 11:00 AM CDT, Tuesday, May 24, 2016

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Return with Bid	Description	Page(s)
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	General Conditions of Bidding and Terms of Contract	6-10
	Special Requirements/Instructions	11-14
X	Bid Affidavit	15
X	Bidder Information Form	16
X	Offer to Contract	17
	Sample Contract	18-20
X	Notice to Bidder	21
X	Bid Form Instructions	22
X	Bid Form	23-27
X	Vendor References	28
X	Signature Page	29
X	Conflict of Interest Questionnaire	30
	Local Government Officer Conflicts Disclosure Statement (OFFICE USE ONLY)	31
X	Good Faith Effort Determination Checklist	32
X	Notice of Intent	33
X	HUB Subcontracting Participation Declaration Form	34-37
X	Residence Certification/Tax Form	38
X	Engineer Seal	39
X	General Notes	40-43
X	Governing Specifications	44
X	Special Specifications	45-61

Bidder is responsible for returning all required pages (marked with an "X" above) with the bid.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 3rd Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

5. Signatures

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

6. **County Holidays – 2016:**

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

7. **Rejection or Withdrawal**

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

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

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

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. **Purchase Orders and Payment**

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

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

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

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

4. **Contract**

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract.

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

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

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

contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid.

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. 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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires all awarded vendors to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

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

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements

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

Property Insurance (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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

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

9.4 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.

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

9.5.1 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

9.5.2 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.

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

9.7 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.

9.8 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.

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

9.9.1 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.

9.9.2 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.

9.9.3 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.

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

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

9.9.4.2 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.

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

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 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.

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 Bryan Phelps (name), who

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

"I, Bryan Phelps (name) am a duly authorized officer of/agent

for Brystar Contracting, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Brystar Contracting, 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: Brystar Contracting, Inc.

8385 Chemical Rd, Beaumont, Texas 77705

Fax: (409)842-6461 Telephone# (409)842-6768

by: Bryan Phelps (print name) Title: President

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named Bryan Phelps on

this the 24th day of May, 2016.

SUZANNE HOLUBECK
My Commission Expires
October 26, 2017

[signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd

Bidder's Company/Business Name: Brystar Contracting, Inc.

Bidder's TAX ID Number: 76-0374862

Contact Person: Bryan Phelps **Title:** President

Phone Number (with area code): (409) 842-6768

Alternate Phone Number if available (with area code): (409)842-9228

Fax Number (with area code): (409) 842-6461

Email Address: Bryan@Brystar.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

8385 Chemical Rd
Address
Beaumont, TX. 77705
City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

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): One(1) , _____, _____, _____.

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

Brystar Contracting, Inc.
Company Name

8385 Chemical Rd
Address

Beaumont TX 77705
City State Zip

Signature of Person Authorized to Sign

Bryan Phelps
Printed Name

President
Title

For clarification of this offer, contact:

Bryan Phelps
Name

(409) 842 6768 (409) 842
Phone Fax

Bryan@Brystar.com.
E-mail

Bidder Shall Return Completed Form with Offer.

SAMPLE CONTRACT

This agreement made this _____ day of _____, 2016, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract document itself) included herein, and

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

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

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contactor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **$700.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the amount of $ _____ for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: IFB 16-008/JW, Major Drive Extension.

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

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

The work to be constructed under this contract shall be completed in 180 working days.

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

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

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

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

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

COUNTY OF JEFFERSON
Party of the First Part

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

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

_____
Don Rao, Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____
Printed Name & Title

_____
Signature

_____
Firm/Company Name

ATTEST: _____ DATE: _____
Carolyn L. Guidry, County Clerk

NOTICE TO THE BIDDER

The 2004 Texas Department of Transportation specifications have been incorporated by reference for this project. Any reference to "TxDOT", or the "State", or the "Department" as owner of this project shall be interpreted as reference to "Jefferson County".

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

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

Name of Bidder: Brystar Contracting, Inc

By: [signature]

$ 2,333,360.57
Total Bid Amount

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

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

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

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

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

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

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

Unit price for each linear foot of Concrete Curb Removed

REVISED BID FORM

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0100	2001		PREPARING ROW SEVEN THOUSAND FIVE HUNDRED DLRS AND NO CENTS	AC	15.00	$112,500.00
	0105	2043		REMOVING STAB BASE & ASPH PAV (0-6") FIVE DLRS AND NO CENTS	SY	6,192.00	$30,960.00
	0110	2004		EXCAVATION (ROADWAY AND CHANNEL) TWENTY DLRS AND NO CENTS	CY	21,049.00	$420,980.00
	0164	2023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) ZERO DLRS AND THIRTY CENTS	SY	72,193.00	$21,657.90
	0247	2240		FL BS (CMP IN PLACE)(TY A GR 2)(12") TWENTY-THREE DLRS AND FIFTY CENTS	SY	38,335.00	$900,872.50
	0260	2006		LIME TRT (EXST MATL) (6") THREE DLRS AND FIFTY CENTS	SY	40,327.00	$141,144.50
	0260	2060		LIME (HYDRATED OR COMMERCIAL)(SLURRY) ONE HUNDRED NINETY DLRS AND NO CENTS	TON	871.00	$165,490.00
	0310	2005		PRIME COAT (MC-30 OR AE-P) FOUR DLRS AND NINETY CENTS	GAL	9,584.00	$46,961.60
	0316	2010		ASPH (CRS-2) FIVE DLRS AND FORTY CENTS	GAL	28,752.00	$155,260.80

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0316	2679		AGGR(TY-D GR-3 OR TY-L GR-3) ONE HUNDRED SIXTY DLRS AND NO CENTS	CY	366.00	$58,560.00
	0316	2850		AGGR (TY-D GR-4 OR TY-L GR-4) ONE HUNDRED SIXTY DLRS AND NO CENTS	CY	320.00	$51,200.00
	0464	2005		RC PIPE (CL III) (24 IN) SEVENTY - FIVE DLRS AND NO CENTS	LF	206.00	$15,450.00
	0464	2009		RC PIPE (CL III) (36 IN) ONE HUNDRED TEN DLRS AND NO CENTS	LF	224.00	$24,640.00
	0467	2227		SET (TY II) (36 IN)(RCP) (4:1)(C) TWO THOUSAND SIX HUNDRED DLRS AND No CENTS	EA	8.00	$20,800.00
	0467	2236		SET (TY II) (24 IN)(RCP) (6:1)(C) ONE THOUSAND TWO HUNDRED DLRS AND NO CENTS	EA	2.00	$2,400.00
	0467	2288		SET (TY II) (24 IN)(RCP) (6:1)(P) ONE THOUSAND ONE HUNDRED DLRS AND NO CENTS	EA	8.00	$8,800.00
	0472	2005		REMOV & RE-LAY PIPE (24 IN) EIGHTY - FIVE DLRS AND NO CENTS	LF	48.00	$4,080.00
	0472	2009		REMOV & RE-LAY PIPE (36 IN) ONE HUNDRED TWENTY DLRS AND NO CENTS	LF	32.00	$3,840.00
	0496	2007		REMOV STR (PIPE) THIRTEEN DLRS AND NO CENTS	LF	32.00	$416.00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0500	2001		MOBILIZATION NINETY THOUSAND DLRS AND NO CENTS	LS	1.00	$90,000.00
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING SIX HUNDRED DLRS AND NO CENTS	MO	12.00	$7,200.00
	0530	2010		DRIVEWAYS (CONC) EIGHTY DLRS AND NO CENTS	SY	77.00	$6,160.00
	0540	2002		MTL W-BEAM GD FEN (STEEL POST) FORTY DLRS AND NO CENTS	LF	37.50	$1,500.00
	0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) FIVE HUNDRED TWENTY DLRS AND NO CENTS	EA	17.00	$8,840.00
	0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) SIX HUNDRED EIGHTY DLRS AND NO CENTS	EA	3.00	$2,040.00
	0644	2006		IN SM RD SN SUP&AM TY10BWG(1)SA(U) EIGHT HUNDRED FIFTY DLRS AND NO CENTS	EA	2.00	$1,700.00
	0658	2500		INSTL OM ASSM (OM-4)(TWT)(WAS) FOUR HUNDRED SIXTY DLRS AND NO CENTS	EA	4.00	$1,840.00
	0666	2012		REFL PAV MRK TY I (W) 4" (SLD) (100MIL) ZERO DLRS AND FORTY-FIVE CENTS	LF	18,973.00	$8,537.85
	0666	2036		REFL PAV MRK TY I (W) 8" (SLD) (100MIL) ONE DLRS AND FORTY CENTS	LF	480.00	$672.00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0666	2048		REFL PAV MRK TY I (W) 24"(SLD) (100MIL) THIRTEEN DLRS AND NO CENTS	LF	78.00	$1014.00
	0666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL) TWO HUNDRED TEN DLRS AND NO CENTS	EA	8.00	$1,680.00
	0666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL) THREE HUNDRED TWENTY DLRS AND NO CENTS	EA	8.00	$2,560.00
	0666	2102		REF PAV MRK TY I(W) 36"(YLD TRI) (100MIL) EIGHTY DLRS AND NO CENTS	EA	20.00	$1,600.00
	0666	2105		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL) ZERO DLRS AND FORTY-FIVE CENTS	LF	1,630.00	$733.50
	0666	2111		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) ZERO DLRS AND FORTY-THREE CENTS	LF	8,374.00	$3,600.82
	0666	2132		REFL PAV MRK TY I (Y) 24"(SLD) (100MIL) THIRTEEN DLRS AND NO CENTS	LF	77.00	$1,001.00
	0672	2012		REFL PAV MRKR TY I-C SIX DLRS AND FIFTY CENTS	EA	49.00	$318.50
	0672	2015		REFL PAV MRKR TY II-A-A FIVE DLRS AND FORTY CENTS	EA	324.00	$1749.60
	1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL FOUR DLRS AND NO CENTS	LF	920.00	$3,680.00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE ONE DLRS AND NO CENTS	LF	920.00	$920.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	$2,333,360.57

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received May 16, 2016

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Please see enclosed brochure

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Brystar Contracting, Inc. Bidder (Entity Name)	 Signature
8385 Chemical Rd Street & Mailing Address	Bryan Phelps Print Name
Beaumont, Texas 77705 City, State & Zip	May 24, 2016 Date Signed
(409) 842-6768 Telephone Number	(409) 842-6461 Fax Number
Bryan@Brystar.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

None - No conflict exists

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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Not Applicable
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No N/A

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

5/24/16
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

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.

Bryan Phelps
Printed Name of Authorized Representative

Signature

President
Title

May 24, 2016
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: Brystar Contracting, Inc. HUB: p Yes ☑ No

Address: 8385 Chemical Rd (Street) Beaumont (City) TX (State) 77705 (Zip)

Phone (with area code): (409)842-6768 Fax (with area code): (409)842-6461

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
Bryan Phelps	[signature]	May 24, 2016
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This Information must be submitted with your bid.

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

Prime Contractor: Brystar Contracting, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 8385 Chemical Rd (Street) BMT (City) TX (State) 77705 (Zip)

Phone (with area code): (409) 842-6768 Fax (with area code): (409) 842-6461

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Bryan Phelps

Title: President

Signature: [signature]

Date: May 24, 2016

E-mail address: Bryan@Brystar.com

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

Name (print or type): Brent Simmons, CFO

Title: Chief Financial Officer, V.P.

Date: May 24, 2016

E-mail address: Brent@Brystar.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 Brystar Contracting, 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.):	76-0374862
Company Name submitting bid/proposal:	Brystar Contracting, Inc.
Mailing address:	8385 Chemical Rd Beaumont, Texas
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**
700000000092742000000	8385 Chemical Rd, BMT TX 77705

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

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

Bidder Shall Return Completed Form with Offer.

ENGINEER SEAL

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

The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. April 18, 2016

GENERAL NOTES:

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Chance Road is a private road and may not be used by the contractor for construction operations.

Verify material quantities and dimensions prior to ordering materials.

All hauling of materials (including authorized waste) will not be paid for directly, but shall be considered as subsidiary to the bid items involved.

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

County forces will maintain the existing sections of roadway and its appurtenances not a part of this project. The Contractor will maintain the existing and proposed sections of roadway and its appurtenances which are to be constructed, reconstructed or modified in this project. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Repair any areas damaged by the contractor's forces at his/her expense.

Direct attention to ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project.

Procure all the necessary city and/or county permits and licenses.

Place no construction signs in conflict with existing signs. If placement of construction signs for the contract blocks existing signs, make adjustments with confirmation from the Engineer.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

The Contractor shall be responsible for all testing and sampling of materials.

Collect and dispose of all litter deposited by construction operations or the traveling public including cans, bottles, paper, plastic items, metal scraps, lumber, etc. from within the project right of way or as directed. Properly dispose of all collected litter. Litter pickup will not be measured or paid for directly, but will be considered subsidiary to the various bid items in this contract.

Item 5: Control of the Work

In the event utility lines needing unforeseen adjustments are encountered during construction operations, alter operations and continue to prosecute the contract in such a manner that will allow utility adjustments to be made by others.

The contractor shall submit a sequence of work phasing plan to the Engineer for approval. Short term work zone pavement markings will not be paid for directly but will be subsidiary to the various bid items.

Item 7: Legal Relations and Responsibilities

Furnish all materials, labor and incidentals required to provide for traffic across the roadway and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the county. Consider this work to be subsidiary to the various bid items of the contract.

Item 100: Preparing Right of Way

Clean existing ditches under fill sections of undesirable materials including grass, muck and trash.

Item 105: Removing Stabilized Base and Asphalt Pavement

Assume ownership of material removed under this item and dispose of it in accordance with all applicable regulations.

Item 110: Excavation

Material from required excavation areas on the project will be used for embankment in accordance with requirements from Item 132 Embankment.

Hauling and placing of the embankment material will be subsidiary to the various bid items.

Density control compaction method will be used for the embankment with a field density of 98% of the maximum dry density.

The contractor is responsible to determine the maximum dry density, optimum moisture content, and field densities.

Item 164: Seeding for Erosion Control

Fertilizer 16-20-0 and vegetative watering for Cel Fbr Mlch Seed will not be paid for directly, but will be considered subsidiary to this item.

Fertilize all the seeded areas of the project.

Item 247: Flexible Base

Use Type A, Grade 2 aggregate with a minimum Plasticity Index value of 3.

Proposed and replaced driveways will be constructed from flexible base and be considered subsidiary to this item.

Item 260: Lime Treatment (Road-Mixed)

Dry placement of lime will not be permissible.

Item 310: Prime Coat

Use bituminous material of the Type MC and grade 30 or Type AE-P. Distribute the bituminous material smoothly and evenly at the rate of 0.25 gallons per square yard.

Item 316: Surface Treatments

Construction consists of a 2 course surface treatment application.

First course:
Use asphalt type CRS-2.
Use aggregate type D and grade 3.

Second course:
Use asphalt type CRS-2.
Use aggregate type D and grade 4.

Asphalt season starts May 1st and ends on September 30th.

Item 467: Safety End Treatment

All Type II SET's shall have riprap aprons as shown on the plans.

Item 496: Removing Structures

Removal of riprap at Sta. 584+00 will be subsidiary to removal of the pipe at that location.

Item 502: Barricades, Signs, & Traffic Handling

Do not leave equipment (that is not in use) closer than 30' from the roadway edge unless approved otherwise by the Engineer.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used.

Aluminum signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

Item 530: Intersections, Driveways, and Turnouts

The 6" slabs constructed to protect the pipelines at Sta. 592+64, Sta. 599+30, and Sta. 599+76 shall be paid for under this Item.

Item 540: Metal Beam Guard Fence

Attach rounded W-Beam end sections at each end of the MBGF located at the end of Frint Rd.

Item 644: Small Roadside Sign Supports and Assemblies

Erect all signs according to the locations shown on the signing layout sheet.

Item 658: Delineator and Object Marker Assemblies

The object markers installed at the end of Frint Rd shall be Type OM4-1 as shown in the Texas Manual on Uniform Traffic Control Devices.

Item 666: Reflectorized Pavement Markings

Furnish Type II drop-on glass beads.

Air blowing is subsidiary to this item.

Item 1122: Temporary Erosion, Sedimentation, and Environmental Controls

The amounts of sediment control fence shown in the summary table are enough for 4 applications at each location.

GOVERNING SPECIFICATIONS

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

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

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (103)
ITEM 105 REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION (132)
ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)
ITEM 310 PRIME COAT (300) (316)
ITEM 316 SURFACE TREATMENTS (210) (300) (302) (520)
ITEM 464 REINFORCED CONCRETE PIPE (400)
ITEM 467 SAFETY END TREATMENT (400) (420) (421) (432) (440) (445) (464)
ITEM 472 REMOVING AND RE-LAYING CULVERT AND STORM DRAIN PIPE (400) (464)
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (360) (421) (440)
ITEM 540 METAL BEAM GUARD FENCE (421) (445) (529) (542) (544)
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (421) (440) (441) (442) (445) (634) (636) (643) (656)
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316) (318) (662) (677) (678)
ITEM 672 RAISED PAVEMENT MARKERS (677) (678)

SPECIAL SPECIFICATIONS:

ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

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

SPECIAL SPECIFICATIONS

SPECIAL SPECIFICATION

1122

Temporary Erosion, Sedimentation, and Environmental Controls

1. **Description.** Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) as provided in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include but are not limited to rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

   By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at:
   http://www.txdot.gov/inside-txdot/division/environmental/ems-courses.html.
   A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

2. **Materials.** Furnish materials in accordance with the following:
   - Item 161, "Compost"
   - Item 432, "Riprap"
   - Item 556, "Pipe Underdrains"

A. **Rock Filter Dams.**

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
   - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
   - **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:
   - A double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;

- Minimum 0.0866 in. steel wire for netting;
- Minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. **Sandbag Material.** Furnish sandbags meeting "Sandbags for Erosion Control," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

C. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

D. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. **Rock Construction Exit.** Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

E. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

F. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

G. Construction Perimeter Fence.

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. **Fence.** Provide orange construction fencing as approved by the Engineer.

3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

H. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Aggregate may be used in lieu of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

I. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.

4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

J. Biodegradable Erosion Control Logs.

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

   a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

   b. Furnish recyclable containment mesh for temporary installations.

3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. Qualifications, Training, and Employee Requirements.

A. Contractor Responsible Person Environmental (CRPe) Qualifications and Responsibilities. Provide and designate in writing at the preconstruction conference a CRPe who has overall responsibility for the storm water management program. The CRPe will identify and implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily to ensure compliance with the SWP3 and TPDES General Permit TXR150000; and will document daily monitoring reports and provide the reports to the Department within 48 hours. The CRPe will provide recommendations to the Engineer on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Administer the training identified in Article 3.C. *Training.* Document and submit a list to the Engineer of employees who have completed the training. The list should include the employee's name, the training course name, and date the employee completed the training. Provide the most current list to the Engineer at the preconstruction conference or prior to earth disturbing activities. Maintain the list as needed and make available for inspection.

B. Contractor Superintendent Qualifications and Responsibilities. Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.

C. Training. All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are

required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.

4. Construction.

A. Contractor Responsibilities. Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. Implementation. The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.

1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

2. **Phasing.** Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.
   Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

C. General.

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.

3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

D. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the work site for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work". If a correction is deemed critical by the Engineer, immediate action is required. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Once the Engineer reviews and documents the project is in compliance, work may commence. Commencing work does not release the contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if in the opinion of the Engineer the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

   For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

   a. **Type 1 (Non-reinforced).**

      (1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

      (2) **Top Width.** At least 2 ft.

      (3) **Slopes.** At most 2:1.

   b. **Type 2 (Reinforced).**

      (1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

      (2) **Top Width.** At least 2 ft.

      (3) **Slopes.** At most 2:1.

   c. **Type 3 (Reinforced).**

      (1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

      (2) **Top Width.** At least 2 ft.

      (3) **Slopes.** At most 2:1.

   d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

      For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

      Lift and place without damaging the gabion. Shape sack gabions to existing contours.

   e. **Type 5.** Provide rock filter dams as shown on the plans.

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

    a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

        (1) Type 1. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

        (2) Type 2. Construct using railroad ties and timbers as shown on the plans or as directed.

    b. Short-Term.

        (1) Type 3. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

        (2) Type 4. Construct as shown on the plans or as directed.

5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

    a. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at

drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

   a. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

   b. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

   c. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

   a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

   b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

   c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

E. Monitoring and Documentation. Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.

5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

   a. Installation. Measurement will be made in final position.

   b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

D. Construction Exits. Construction exits will be measured by the square yard of surface area.

E. Earthwork for Erosion and Sediment Control.

1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

2. **Volume Measurement.**

   a. In Place.

   (1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

   (2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
   - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
   - the lines, grades and slopes of the accepted embankment for the feature.

   b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

F. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

G. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

H. Temporary Sediment-Control Fence. Installation or removal of temporary sediment-control fence will be measured by the foot.

I. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the linear foot along the centerline of the top of the control logs.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. **Payment.** The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter; unless a separate pay item is shown in the plans.
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. **Rock Filter Dams.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

B. **Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. **Temporary Paved Flumes.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

D. **Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

E. **Earthwork for Erosion and Sediment Control.**

1. **Initial Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will

be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)", "Embankment (Erosion and Sediment Control, In Place)", "Excavation (Erosion and Sediment Control, In Vehicle)", "Embankment (Erosion and

Sediment Control, In Vehicle)", or "Earthwork (Erosion and Sediment Control, In Vehicle)".

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; equipment, labor; tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for by a Contractor Force Account Item.

   This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor; tools, and incidentals.

   Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

   Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

F. **Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

   Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

G. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

H. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. **Biodegradable Erosion Control Logs.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH STORM WATER REQUIREMENTS

I, _____ certify that I am the duly appointed representative of the Contractor with authority to make this Contractor certification. I have read and understand the requirements applicable to this project pertaining to storm water discharge authorization under Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor agrees to comply with the terms of the permit that are expressly stated in the contract documents as being the responsibility of the Contractor. I have read and understand the Storm Water Pollution Prevention Plan (SWP3) developed by the Department for this project. The Contractor agrees it will be implemented prior to construction according to permit requirements and the contract documents. I understand that failure to comply with the terms of the permit that are expressly stated in the contract documents, plans, and specifications as being the responsibility of the Contractor may result in civil penalties.

The Contractor acknowledges its responsibility to satisfy the following requirements:

Implement the SWP3 for the project in accordance with the plans and specifications and the TPDES GP TXR150000.

Install and maintain control measures on the project in accordance with the manufacturer's or designer's specifications.

Collaborate with the Department for joint monitoring of best management practices (BMPs) on a regular basis to verify that BMPs are performing as intended in accordance with the plans and specifications and with TPDES GP TXR150000.

Collaborate with the Department for joint identification of BMP maintenance needs and carry out such maintenance in accordance with the plans and specifications, TPDES GP TXR150000 and as directed by the Engineer.

Repair the integrity of any BMP as directed by the Engineer as soon as reasonably possible.

If appropriate, recommend changes needed in the SWP3 to the Engineer in order to prevent, to the extent practicable, water pollution associated with construction activities from entering any surface water or private property on or adjacent to the project site by storm water discharges.

Stabilize disturbed areas, as soon as practicable, in accordance with the TPDES GP TXR150000 and as directed by the Engineer.

If applicable, obtain appropriate authorizations for activities associated with any Project Specific Location under the authority of the Contractor and provide appropriate documentation of compliance to the Engineer.

Satisfy any other responsibility indicated in the contract documents that are expressly stated as the responsibility of the Contractor.

Signature and Title: _____

Date: _____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Brystar Contracting, Inc.**

as Principal, hereinafter called the Principal, and **Liberty Mutual Insurance Company**
a corporation duly organized under the laws of the State of **Massachusetts**
as Surety, hereinafter called the Surety, are held and firmly bound unto
Jefferson County Purchasing Department, Jefferson County, Texas
as Obligee, hereinafter called the Obligee, in the sum of **five percent (5%) of amount bid**
Dollars **($ 5% A.B.),**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Major Drive Extension from SH 124 to Labelle Road

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **24th** day of **May, 2016.**

(Witness)

Brystar Contracting, Inc.
Bryan Phelps (Principal) (Seal)
President
(Title)

Liberty Mutual Insurance Company
(Surety) (Seal)
Sharon Cavanaugh Attorney-in-Fact

Francine Hay (Witness)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 308

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7036131

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela P. Hyle; Anthony C. Gruppo; Beverly A. Ireland; C.W. Adams; David R. Groppell; Francine Hay; Kurt A. Risk; Misty D. Amaya; Roxanne G. Hebert; Sharen Groppell; Sharon Cavanaugh; Sue Kohler

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of May, 20 16.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12673_122013

Liberty Mutual SURETY

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2641

You may also write to:

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 79462-8284

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2641

Usted tambien puede escribir a:

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 79462-8284

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

Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

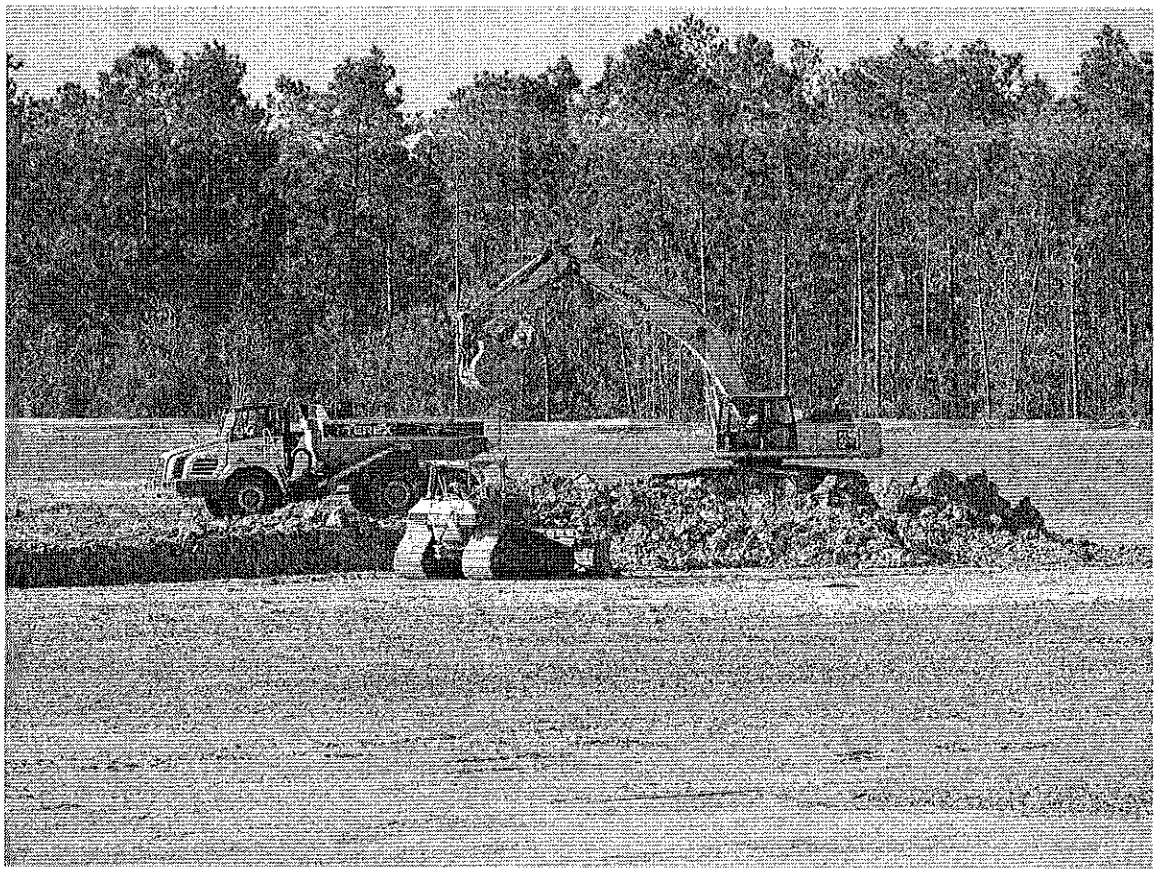
Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

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

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768



Civil Division

BRYSTAR
CONTRACTING, INC.
8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

Brystar Contracting, Inc. provides a full range of available services within the construction industry. Our main objective at Brystar is to deliver a quality job in a professional manner, on schedule. We realize that our success depends on the ability to accomplish this as well as the success of the project.

The employees at Brystar have vast experience in various areas of the construction industry. In addition to our highly trained field personnel, Brystar maintains in house estimation, project management, surveying, and engineering staff to continually oversee projects and ensure quality.

Our goal to stay at the forefront of construction technology allows us to better serve our customers and to generate an economical and dependable product.

The following pages contain more specific data on our services. We appreciate your interest in Brystar Contracting, Inc. Should you have any questions please do not hesitate to contact us direct or visit our website at http://www.brystar.com

Sincerely,

Bryan Phelps,
President

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

SERVICES

Brystar Contracting, Inc. provides a full range of available services within the construction industry.

Civil Construction

- Clearing and Grubbing
- Earthwork
- Soil Stabilization
- Drainage Systems
- Potable Water Systems
- Waste Treatment Facilities
- Sanitary Sewer Systems
- Sewer Treatment Facilities
- Concrete Paving
- Structural Concrete
- Dewatering
- Wetlands Restoration

General Building Construction

- Design Build
- Construction Management
- Consulting and Budgeting
- Competitive Bid Services
- Project Management
- Turn Key Construction
- Leed Accredited Services (Green Build)

Utility Rehabilitation

- Hydro excavation
- Pipe Bursting
- Slip Lining
- Pipe Jacking
- Closed Circuit T.V. Pipe Inspection
- High Pressure Line Cleaning
- Manhole Inspection
- Storm Sewer Cleaning
- HDPE Fusion
- Trenchless Technology Consulting

Surveying and Layout

- Construction Surveying and Staking
- Topography Surveys
- Drainage Surveys
- Land Surveying
- Underground Pipe Line Location Service

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

SURVEYING AND LAYOUT DIVISION

Brystar Contracting, Inc. recently formed an in house full time surveying department. Our growing needs in this area along with our continuing effort for quality control necessitated this addition.

T.W. Malone, a surveyor, who has worked in the Southeast Texas area for 30 years, is managing this department. To compliment our experienced personnel we are utilizing the latest in surveying equipment.

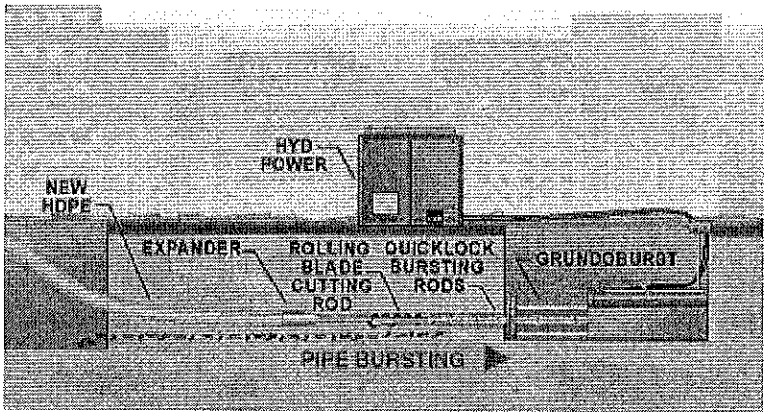
In addition to providing services related to our contractual work we are able to provide the following services for our customers:

1.) Land Surveying
2.) Topography Surveys
3.) Construction Surveying and Staking
4.) Drainage Surveys
5.) Underground Pipe Line Location Service

Pipe Bursting

Brystar Contracting Inc.'s pipe bursting division represents just one of the company's full range of underground services. The proven method of pipe replacement using the static pipe bursting system is just another way Brystar stays on the leading edge of technology. The effectiveness of pipe bursting allows it to be a very economical solution for the replacement of gas, water, sanitary and storm sewer pipes. Furthermore, the pipe bursting method is effective on a wide range of materials such as clay, concrete, cast iron, ductile iron and PVC pipes as well as a selective range of sizes for 4" to 36"

Other important considerations in using the pipe bursting method include many environmental and social factors. By providing a service, which minimizes ground disturbance, supports continuous traffic flow, and maintains landscaping intact, both the client and public will experience the difference in satisfaction.



How it Works

Pulled by a hydraulic bursting unit, the cutter head's unique bladed cutting wheel design is an essential part of the Grundoburst's success. The bladed wheels actually split the host pipe instead of ripping or tearing it like single fin-type static systems. The bladed wheel system is a very "clean" process that requires less power than other static systems and helps prevent potential damage to the product pipe. An attached expander spreads and displaces the split pipe into the surrounding soil while simultaneously pulling in the new pipe.

EQUIPMENT LIST

(3) CASE 580N BACKHOE

KOMATSU D31P BULLDOZER

ARROW DROP HAMMER

HYDRAULIC WORK BRIDGE

KOMATSU PC45 MINI EXCAVATOR

KOMATSU PC78 MINI EXCAVATOR

KOMATSU PC200 EXCAVATOR

KOMATSU PC228 EXCAVATOR

CATIPILLER E70 MINI EXCAVATOR

HARLOW FORK LIFT

MCELROY 412 FUSION MACHINE

MCELROY 1236 FUSION MACHINE

JOHN DEERE 544H LOADER

RAYGO MIXER

GE MODULAR OFFICE TRAILER

GRUNDOCRACK 5 TON WINCH

STONE 3 TON TANDEM ROLLER

DYNAPAC SMOOTH DRUM ROLLER

FRIATECH UNIVERSAL FUSION PRO

ROTATING GRADE LASERS

TRASH PUMPS

FONTAINE 55 TON LOWBOY

(2) 28' END DUMP TRAILER

(3) VOLVO DUMP TRUCKS

FORD L9000 WINCH TRUCK W/50 TON WINCH

KENWORTH HAUL TRUCK

VAC-CON 12 CY VACUUM TRUCK

LEEBOY 685C MOTOR GRADER W/LASER CONT.

KOMATSU PC490 EXCAVATOR

KOMATSU D51 SMART DOZER (GPS)

MBW CURBING MACHINE

JOINT SEALANT MACHINE

KOMATSU PC15 MINI EXCAVATOR

KOMATSU PC138 MINI EXCAVATOR

(2) KOMATSU PC400 EXCAVATOR

KOBELCO SK270 EXCAVATOR

(3) 39P KOMATSU DOZERS

(2) 8" MCELROY FUSION MACHINE

MCELROY 618 FUSION MACHINE

FIAT C56 MOTOR GRADER

KOMATSU WA180 TOOL CARRIER

(4) D6 CATERPILLER BULL DOZERS

GRUNDO BURST 800G

TOW TYPE PNEUMATIC ROLLER

CATIPILLAR PADFOOT ROLLER

CATIPILLAR 619 SCRAPER

MISC UTILITY TRAILERS AND EQUIP.

SAFETY TRENCH BOXES

HORIZONTAL BORING EQUIPMENT

AIR COMPRESSOR/AIR SCREED

INTERNATIONAL DUMP TRUCK

PORTABLE WELDERS/GENERATORS

HYDRO TEST PUMP

FONTAINE 40' FLOAT TRAILER

(4) D6 CATERPILLER BULL DOZERS

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
City of Beaumont Constructed Wetland Facility Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	9/18/92 to 10/04/93	Earthwork, Excavation for Lift Station Facility 370 CY Structural Concrete, 2000 LF Concrete Lined Ditch	$1,172,890.00
Proposed Mill Effluent Discharge System Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	4/01/93 to 5/12/93	Structural Concrete	$294,538.00
Jefferson County, Texas 135FT Steinhagen Bridge Extension Sub to APAC Contact: Roger Tutt (409)866-1444	12/06/93 to 3/03/94	Pile Driving 80 Ea Timber Pile Excavation 4000CY Structural Steel Fabrication and Placement of Precast Concrete	$79,500.00
Rose City, Texas Engineer: Schaumburg & Polk Contact: Arnold Pierce (409)866-0341	8/8/94 to 1/30/96	Water Treatment Plant Upgrade	$580,486.00
St Jude Thaddeus Catholic Church Engineer: M.W. Whitely and Assoc. Contact: Tom Rowe (409)892-0421	1/15/95 to 6/30/95	Construction of South Loop Drive and Appurtenances	$74,313.90
Crain Brothers, Inc Po box 118 Grand Chenier, LA 70643	4/13/95 to 6/30/95	Fina HDPE Pipeline Weld 6,600 FT HDPE Pipe	$154,231.57
Port Arthur, Texas Engineer: Black and Veatch Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	11/10/95 to 8/31/96	Raw Water Reservoir Improvements 48",30" and 20" Ductile Iron Pipe Installation	$1,387,748.00
Port Arthur, Texas Sub to Crain Brothers, Inc. Engineer: Bob Shaw Consulting Contact: Bob Shaw (409)962-0263	11/10/95 to 8/31/96	4th Avenue Sewer Repairs Install +/- 2500LF of 24" Ductile Iron Sanitary Sewer Line, +/- 900 LF 12" PVC Sanitary Sewer	$827,601.00
Edgewood, Texas Engineer: Hayter Engineering, Inc. Contact: Mike Donnan (903)785-0308	5/27/96 to 6/01/97	53,000LF of 10" Water Transmission Line	$520,781.26
Beaumont, Texas Major Drive Engineer: City of Beaumont Contact: Joseph Majdalani (409)866-0023	7/26/96 to 2/28/97	Water Mains and Sanitary Sewer Improvements Pipe Bursting	$299,695.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Groves, Texas Dave Street and Bryan Street Engineer: City of Groves Contact: George Newsome (409)962-4471	11/12/96 to 6/21/97	Sanitary Sewer Improvement Bryan Street- Pipe Bursting Dave Street	$108,795.00
Orange County W.C.I.D. No 1 Engineer: DP Consulting Engineers Contact: Dave Perell (409) 727-6263	5/05/97 to 7/31/97	Water Distribution System Installation for Water Main E. Water Plant to Middle School	$110,000.00
Port Neches, Texas Engineer: DP Consulting Engineers Contact: Leon Rahme (409) 727-9263	6/12/97 to 12/31/97	Wastewater Collection System Improvements Merriman and Goodwin Streets	$356,615.00
Groves, Texas Engineer: Schaumburg and Polk, Inc Contact: Rick Borque (409)866-0341	8/11/97 to 11/7/97	Wastewater Collection System Improvements Allison, Bay, Canal and Lay Streets Pipebursting	$213,203.00
Beaumont, Texas Beaumont ISD-Dishman Elementary School Engineer: Brooks and sparks, Inc. Contact: David Sepulveda (281)578-9595	8/11/97 to 4/17/98	Champion Drive Paving Drainage, Water and Sewer Service	$594,603.00
Orange County W.C.I.D. No 2 Engineer: Schaumburg and Polk, Inc. Contact: Jeff Beavers (409)866-0341	8/22/97 to 2/9/99	Waste Water Collection Improvements-Pipbursting	$1,473,307.00
Nederland, Texas Engineer: Bob Shaw Consulting, Inc Contact: Bob Shaw (409) 962-0263	5/11/98 to 6/30/98	Water and Sewer for Proposed Private Hangar park at Jefferson County Airport	$56,655.00
Silsbee, Texas Ave H Pipebursting Project Engineer: Carroll & Blackman, Inc. Contact: Toby Davis (409)833-3363	7/13/98 to 8/28/98	Replacement of Sanitary Sewer Ave H by Pipe Bursting Method	$170,346.00
Beaumont, Texas Walden Road Widening Project Engineer: City of Beaumont Contact: Hassan Shomalzadeh	6/1/98 to 4/18/00	Walden Road Paving, Storm Drainage, Water and Sewer Service	$5,907,591.95
West Orange, Texas Sanitary Sewer System Rehabilitation Engineer: Schaumburg and Polk, Inc. Contact: Jeff Beavers (409)866-0341	10/22/98 to 09/10/99	Remove and Replace Sanitary Sewer Mains	$327,755.50
Lumberton, Texas Westchase Estates Phase 2 Engineer: Skinner Engineering Contact: Scott Skinner (409)385-2074	3/24/99 to 1/10/00	Water and Sewer Line Extensions, Reinforced Concrete Pavement	$104,487.50
Beaumont, Texas Port Of Beaumont Engineer: Lanier and Associates Contact John Fulton (504) 895-0368	7/15/99 to 9/30/99	Box Culvert Lot 9 Replacement of 8'x10' Concrete Box Culvert	$447,782.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Lumberton, Texas Sub to ICI Construction Contact: Darrell Twin (409)355-5151	5/15/99 to 5/15/00	Concrete Paving of Parking areas and driveways	$329,000.00
Port Arthur, Texas HWY 347 TXDOT Contact: Robert Conner (409)722-8377	11/01/99 to 1/25/00	Turning Lane on Hwy 347	$82,378.22
Beaumont, Texas Franklin Street Widening Project Engineer: City of Beaumont Contact: Hassan Shomalzadeh, P.E.	1/15/00 to 10/01/01	Concrete Pavement Project	$763,067.20
Beaumont, Texas Folsom Drive Pavement Extension Engineer: City of Beaumont Contact: Hassan Shomalzadeh, P.E.	3/15/00 to 3/5/01	50,000CY Roadway Excavation, Lime Treated Base, Cement Treated Base and 46,000SY 10" Concrete Pavement	$2,389,270.90
Beaumont, Texas Port of Beaumont Potable Water Line	4/12/00 to 8/21/00	3,500LF HDPE Water Line 1100LF Directional Bore Under Neches River	$217,410.00
Groves, Texas Water Plant Valve Replacement Engineer: Schaumburg and Polk, Inc. Contact: Rick Borque (409)866-0341	8/12/99 to 9/30/99	Replacement of Misc. Water Valves	$127,650.00
Beaumont, Texas Montclaire Subdivision Phase I Engineer: Carroll & Blackman, Inc Contact: Don Shaver (409)833-3363	5/16/00 to 1/10/01	Sanitary Sewer, Water, Storm Sewer and Paving Improvements for Subdivision	$1,040,805.00
Port Arthur, Texas Sunken Court Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	8/8/00 to 12/13/00	Water System Improvements on Sunken Court at Hwy 347	$45,735.00
Texas Dept. of Transportation Highway 73 Sub to APAC-Texas Contact: Scott	10/30/00 to 12/7/00	Repair Dual 3'x5'x320' Reinforced Concrete Box Culverts by applying Mastic Epoxy with PVC Sheets	$564,200.00
Beaumont Texas Ashton Phase I and II Subdivision Engineer: Fittz & Shipman Contact: Don King (409)832-7238	7/19/00 to 12/20/00	Concrete Pavement w/Curb and Gutter, Storm Sewer, Water Lines, and Sanitary Sewer Lines	$226,744.00
Park at Lake Arthur Park Central M.U.D. Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	8/9/00 to 10/3/00	Water, Sanitary Sewer, and Drainage Facilities to Serve the Park at Lake Arthur Blk 8	$79,903.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Park at Lake Arthur Park Central M.U.D. Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	10/2/00 to 12/19/00	Construction of Paving Facilities to Serve The Park at Lake Arthur	$61,808.00
Deweyville, Texas Cottonwood Entergy, L.P. Contact: Ron Sigur: (409)924-5331	02/01/01 to 09/15/01	Indian Lake Road Improvements	$672,108.00
Port Neches, Texas River Park Estates Engineer: Schaumburg & Polk Contact: Troy Whitehead (409) 866-0341	2/26/01 to 10/01/01	Sanitary Sewer , Water, Storm Sewer, and Paving Improvements	$651,802.00
Park Central Crossing Park Central M.U.D. Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	1/30/01 to 6/25/01	Construction of Water and Sanitary Sewer Improvements to Serve Park Central Crossing	$377,630.00
Deweyville, Texas Cottonwood Entergy, L.P. Contact: Ron Sigur: (409)924-5331	2/01/01 to 07/01/02	Engineer, Design, Furnish, Construct and Install Water Supply System	$2,574,895.00
West Orange Texas Engineer: Schaumburg and Polk Contact: Jeffrey Beaver (409)866-0341	3/5/01 to 10/07/02	Sanitary Sewer Rehabilitation Orange County W.C.I.D. 2	$274,756.00
Groves, Texas Engineer: Schaumburg and Polk Contact: Rick Borque (409)866-0341	4/09/01 to 7/26/01	Sanitary Sewer Rehabilitation Pipe Bursting	$477,798.00
Port Neches, Texas Engineer: Schaumburg and Polk Contact: Rick Borque (409)866-0341	5/20/01 to 11/20/01	Lee Street Sanitary Sewer Rehabilitation	$1,032,750.00
The Colony Engineer: Fittz and Shipman Contact: Don King (409)832-7238	01/02/01 to 5/25/01	Sanitary Sewer, Water, Storm Sewer and Paving Improvements for Subdivision	$277,433.00
Deweyville, Texas Cottonwood Entergy, L.P. Contact: Ron Sigur: (409)924-5331	7/24/01 to 9/24/01	Design and Build CR4212 Asphalt Pavement	$801,836.00
Beaumont, Texas Contract III Small Mains Engineer: City of Beaumont Contact: Joseph Majdalani (409)785-3000	7/29/01 to 11/15/02	Sanitary Sewer Rehabilitation 40,000LF Pipe Bursting 8" to 12"	$1,638,724.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Beaumont, Texas Dowlen Road Interceptor Engineer: Schaumburg and Polk Contact: Jeff Beaver	8/10/01 to 11/01/02	Sanitary Sewer Rehabilitation 16,624LF Slip-Line Existing Pipe	$2,440,037.00
Beaumont, Texas Ivanhoe Dam Reconstruction Project Engineer: Leap Engineering Contact: Robert Hickman	9/6/01 to 6/20/03	Design and Reconstruct Two Dams for Lake Galihad and Lake Charmain	$810,630.00
Beaumont, Texas Lawson's Raw Water Transmission Line Engineer: Freeze and Nichols Contact: Brian Colthorpe (817)735-7300	11/1/01 to 10/30/02	Supply and Install 11,900LF of 48" HDPE and 600LF of 48" Ductile Iron Pipe	$3,931,150.00
Nederland, Texas Engineer: Schaumburg & Polk, Inc Contact: Rick Bourque 866-0341	5/15/02 to 4/1/03	Waste Water Collection System Rehabilitation	$874,869.00
Deerfield Phase I Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-0118	7/18/02 to 3/30/03	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$550,075.00
West Chase Village Engineer: Fittz & Shipman Contact: John Holm,P.E. 832-7238	8/1/02 to 3/30/03	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$359,791.70
Beaumont, Texas Contract II Water Mains Engineer: City of Beaumont Contact: Joseph Majdalani 785-3000	8/10/02 to 11/01/02	Replacement of Waterlines	$259,621.00
Barrington Heights Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-0118	8/19/02 to 12/2002	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$315,722.00
Beaumont Texas Relocate 20" Water Line on Major Dr. Engineer: City of Beaumont Contact: Joseph Majdalani 785-3000	12/2002 to 4/2003	Water Line	$932,284.50
Nederland, Texas Engineer: Schaumburg & Polk, Inc Contact: Rick Bourque 866-0341	April-03 to June-04	Year 4&5 Wastewater Collection System Rehabilitation	$1,781,352.00
Nederland, Texas Central Boulevard Sewer Line Replacement Engineer: Othan, Inc Contact: Jerry Woodward 713-975-8555	May-03 to Sept-03	Sanitary Sewer Line Replacement	$376,051.70

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Beaumont, Texas 23rd Street Pavement Improvement Project Engineer: City of Beaumont Contact: Hassan Shomalzadeh, P.E.	Jul-04 to Nov-04	Water, Sewer, Storm Sewer and Concrete Pavement	$1,824,683.85
Nederland, Texas 5th Avenue Sanitar Sewer Rehab Engineer: Othan, Inc Contact: jerry woodward, P.E. 713-975-8555	Jul-03 to Nov-03	Sanitar Sewer Line Replacement	$188,785.00
Fairfield Phase I Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-3363	Sep-03 to Feb-04	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$528,741.00
Lower Neches Valley Authority 10" Combined Pipeline Replacement Engineer: LNVA Contact: Robert Stroder, P.E. 409-892-4011	Sep-03 to Jan-04	Installation of 10" Carbon Steel Pipe on Support Structures	$135,720.00
S. Newton Water Supply Corp. Lift Station Improvements Engineer: Schaumburg & Polk, Inc. Contact Rick Bourque, P.E. 409-866-0341	Sep-03 to Jun-04	Construct 5 ea Sanitary Sewer Lift Stations, Tie-in to Existing Lines, Install Grinder Pumps,Electrical, and Paving	$992,500.00
Nederland, Texas 5th Street Trunk Line Replacement Engineer: Schaumburg & Polk, Inc. Contact: Rick Bourque, P.E. 409-866-0341	Nov-03 to May-04	Install 24" DIP Sewer Line	$867,485.00
City of Beaumont Delaware Street Extension Engineer: City of Beaumont Contact: Hassan Shomalzedah P.E.	Nov-03 to Jan-06	Roadway Excavation, Lime Treated Base, Cement Treated Base and Concrete Pavement	$4,224,066.30
Mobil Oil Federal Credit Union Subcontractor for Retenbach Constructors Project Manager: Mike Smith Phone: 817-479-1000	Mar-04 to Nov-04	Water, Sanitary Sewer, Storm Sewer, Lime Stablization, Final Grading	$330,000.00
Lake Estates Subdivision Engineer: George Newsome Phone: 409-963-3830	Mar-04 to Aug-05	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$974,000.00
Stone Oak Industrial Park Engineer: B-Line Surveyors Contact: Dave McClenan 409-883-6698	Apr-04 to Sep-04	Water, Sanitary Sewer, Storm Sewer and Paving for Industrial Park Facilities	$350,000.00
Barrington Heights Phase VI Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	May-04 to Sep-04	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$441,000.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Hillebrant Office Park Engineer: Mark Whitely & Associates, Inc. Contact: John Hinds 409-892-0421	Jul-04 to Nov-04	Water, Sanitary Sewer, Storm Sewer and Paving for Industrial Park Facilities	$154,000.00
Hardin County Disaster Relief Project Engineer: Carroll & Blackman, Inc. Contact: Cody Croley,P.E. 833-3363	Sep-04 to May-05	Extensive Clearing, Enlargement of approximately 3000LF of Ditch for Flood Control	$194,000.00
Cowboy Honda Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Nov-04 to Apr-05	Water, Sanitary Sewer, Storm Sewer, and Dirt Work for New Honda Dealership	$228,000.00
Pt. Neches 2004 Sewer Imp. Project Engineer: Schaumburg & Polk, Inc. Contact: Ronnie Wallace 409-866-0341	Dec-04 to Oct-05	Sanitary Sewer Line Replacement, Manholes, Services	$840,000.00
54" Interceptor Rehabilitation Project Engineer: Allan Plummer Associates, Inc. Contact: Ross Standifer,P.E. Phone: 214-631-6100	Dec-04 to Jul-05	Sliplined 54" Storm Sewer Line with 48" HOBAS Pipe for City of Beaumont	$938,000.00
Muela Creek Drive Engineer: L&L Engineers & Planners Contact: Larry Sheppard 409-383-0000	Feb-05 to Oct-05	Water, Sanitary Sewer, Storm Sewer and Paving for Industrial Park Facilities	$384,000.00
Montclaire Phase II Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Feb-05 to Jun-05	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$293,000.00
South Cleveland Street, C.O. Dayton Engineer: Chica & Associates Contact: Rod Thrailkill 409-833-4343	May-05 to Sep-05	Storm Sewer, Excavation, and Concrete Paving for the City of Dayton	$370,000.00
Bunns Bluff Levee Improvements Engineer: Freese Nichols Contact: Tony Bosecker Phone: 817-735-7300	Dec-03 to Dec-05	Rehabilitate and Improve Levees for the City of Beaumont	$2,583,000.00
Nederland Wastewater Sys Rehab 2005 Engineer: Schaumburg & Polk, Inc. Contact: Rick Bourque, P.E. 409-866-0341	Feb-05 to Dec-05	Sanitary Sewer Line Replacement, Manholes, Services, Pipe Bursting	$396,000.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Highpoint Phase I Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Jun-05 to Jan-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$370,000.00
Aerated Lagoon Improvements Engineer: Allan Plummer Associates, Inc. Contact: Ross Standifer,P.E. Phone: 214-631-6100	Apr-05 to May-06	Construction of New Sewer Holding Pond and Piping at City of Beaumont Sewer Plant	$3,000,000.00
Lindbergh Waterline Replacement Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	Jun-05 to Feb-06	HDPE Water Line Replacement by Bore for the City of Beaumont	$500,000.00
Port Neches Bond Improvements III-C Engineer: Schaumburg & Polk, Inc. Contact: Ronnie Wallace 409-866-0341	Jul-05 to Feb-06	Water, Sanitary Sewer, Paving for the City of Port Neches	$1,500,000.00
Highlands Pointe' Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Aug-05 to Feb-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$800,000.00
Pine Glenn Fifth Addition Engineer: Fittz & Shipman, Inc. Contact: John Holm, P.E. 409-832-7238	Dec-05 to May-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$315,000.00
Westchase Section 9 Engineer: Fittz & Shipman, Inc. Contact: John Holm, P.E. 409-832-7238	Jan-06 to May-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$320,000.00
North Street Water Line Replacement Engineer: City of Beaumont Contact: Hani Tohme, P.E. Phone: 409-866-0026	Jan-06 to Nov-06	HDPE Water Line Replacement by Bore for the City of Beaumont	$388,000.00
23rd Street Peak Flow Force Main Engineer: Lloyd Engineering Contact: Stan Lloyd, P.E. Phone:	Jan-06 to Nov-06	Install 30" Force Main for the City of Beaumont	$980,000.00
WWTP Improvements, Daisetta Engineer: Klotz & Associates, Inc. Contact: George Colvin, P.E. Phone: 936-634-4934	Jun-06 to Jan-07	Construct New Lagoon Facilities, Concrete Structures, and Control Bldg. For the City of Daisetta	$685,000.00
IH 10 Frontage Road Water and Sewer Engineer: City of Beaumont Contact: Patrick Donart 409-785-3019	Aug-06 to Oct-07	Install 20" Waterline by Open-Cut and Bore methods. Install 18" Sewer by Open Cut and Bore methods.	$1,287,628.00
FM365 Widening TXDOT Engineer: TXDOT	Oct-06 to	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$2,748,208.75

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Westchase Section 8 Engineer: Fittz & Shipman, Inc. Contact: John Holm, P.E. 409-832-7238	Feb-07 to Apr-07	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$168,169.00
Downtown Imp Calder to Blanchette Engineer: City of Beaumont Engineering Contact: Hassan Sholalzadeh 409-880-3725	Mar-07 to Feb-09	10" Concrete Paving, Water, Sewer, Storm Sewer, Brick Paved Drives and Sidewalks	$6,377,855.59
West Trunk Outfall Rehabilitaion Engineer: Lloyd Engineering Contact: Stan Lloyd, P.E. Phone: 281-477-6985	Oct-07 to Mar-09	Sliplined 54" Storm Sewer Line with 48" HOBAS Pipe for City of Beaumont	$3,417,512.00
Downtown Imp Cathedral Square Engineer: City of Beaumont Engineering Contact: Hassan Shomalzadeh 409-880-3725	Dec-07 to Mar-08	Brick Paved Sidewalks and Drives	$350,000.00
Barrington Heights Phase VIII Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Jan-08 to Jul-08	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$1,005,124.00
Nederland, Texas Beauxart Garden/Hodgson Road Drainage Engineer: Schaumburg and Polk Contact: Rick Bourque, P.E. 409-866-0341	May-09 to Nov-09	Drainage: Install 10'x4' Conc Box, 66"x51" Arch Pipe.	$348,500.00
Downtown Brick Paved Sidewalk Project Engineer: City of Beaumont Engineering Contact: Hassan Shomalzadeh 409-880-3725	Nov-08 to Nov-12	Brick Paved Sidewalks and Drives, Storm Sewer, Asphalt Milling and Overlay	$8,595,437.00
Cattail Marsh Wetlands Rehabilitation Engineer: Alan Plummer and Assoc. Contact: Ross Standifer, P.E. Phone: 214-631-6100	Nov-07 to 99%	Rehabilitate Cattail Marsh Constructed Wetlands	$12,894,000.00
Nederland, Texas Beauxart Garden Road Improvements Engineer: Schaumburg and Polk Contact: Rick Bourque, P.E. 409-866-0341	Jul-09 to Aug-10	Water, Sewer, Storm Sewer and Concrete Pavement	$1,242,278.90

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Port Neches, Texas Ridgemont Lift Station and Force Main Engineer: Carroll and Blackman Contact: Toby Davis P.E. 409-866-6103	Sept-09 to Jan-11	Lift Station and Forcemain	$846,400.00
Lumberton, Texas DRSII Contract 1 Detention Pond No 1 Engineer: Schaumburg & Polk Contact: Travis Williams, P.E. 409-866-0341	Jul-10 to Apr-11	Dentention Pond	$1,768,700.00
Barrington Heights Phase IX Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 409-833-3363	Jan-11 to May-11	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$424,561.25
Waco, Texas 20" Submarine Water Supply Transmission Line Crossing Waco Lake Contact: Mike Jones, P.E. 409-866-0341	Mar-11 to July-11	Bore 3,700LF 20" HDPE Waterline beneath Waco Lake	$1,579,085.00
Port Arthur, Texas Mauve Ditch Engineer: Arceneaux and Gates, Inc Contact: Joe Wilson 409-724-7888	May-11 to Dec-11	Concrete Lined Ditch	$292,236.00
Beaumont, Texas Corley Street Drainage Improvements From 366' West of Seventh Street to 49' East of Fifth Street Contact: Hassan Shomalzadeh, P.E. 409-880-3725	May-11 to Feb-12	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$1,049,863.00
Beaumont, Texas Madison Street Pavement, Drainage, Water & Sanitary Sewer Imp. Project Contact: Hassan Shomalzadeh, P.E. 409-880-3725	Aug-11 to May-13	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$2,396,243.20

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Lumberton, Texas Lumberton Park Engineer: Mark Whiteley and Assoc. Contact: Mark Whiteley, P.E. 409-924-8200	Sept-11 to Aug-12	13,000SY Conc Paving of Park Road and Parking Lot	$624,468.00
Westchase Section 10 Engineer: Fittz & Shipman, Inc. Contact: John Holm, P.E. 409-832-7238	Sep-11 to Dec-11	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$178,654.00
City of Beaumont, Texas East Lucas Lift Station & Force Main Engineer: Schaumburg & Polk Contact: Nestor Barroeta, P.E. 409-866-0341	Apr-10 to Feb-12	Lift Station and Forcemain	$2,112,939.00
City of Beaumont Scale Installation Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	Nov-11 to Feb-12	Install New Weigh Scales @ COB Landfill	$90,725.00
Bridge City City Wide Manhole Repair Engineer: DP Consulting Contact: Mark Kelly 409-983-6263	Dec-11 to Aug-12	Remove and Replace Sanitary Sewer Man Holes	$425,330.00
Small Mains Contract XXI Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	Dec-11 to Dec-13	Replace 32,000 LF of 6", 8" and 10" Sanitary Sewer Mains and Laterals by Pipeburst Method	$1,644,323.00
WWTP Wet Weather Flow Improvements Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	April-12 to Jan-14	Convert Pond No 1 to Flow Equalization Basin, Clean and Desludge, Install Aeration Systym and Assoc. Electrical	$4,391,500.00
Fairfield Phase III Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-3363	Feb-13 to Aug-13	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$618,716.40
Beaumont, Texas 7th Street Pavement, Drainage, Water & Sanitary Sewer Imp. Project Contact: Joe Majdalani, P.E. 409-880-3725	Aug-13 to Jan-15	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$6,075,569.65
The Meadows Ph II West Engineer: Schaumburg & Polk Contact: Troy Whitehead, P.E. 409-866-0341	Oct-13 to Jan-14	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$322,430.00

BRYAN LYNN PHELPS

P.O. box 577 * China, TX. 77613 * (409) 842-6768

EXPERIENCE

1991 TO PRESENT

BRYSTAR CONTRACTING, INC., BEAUMONT, TX.
PRESIDENT, STOCKHOLDRER
RESPONSIBILITIES: ESTIMATING, PLANNING, SCHEDULING, AND ON SITE MANAGEMENT OF VARIOUS HEAVY CONSTRUCTION PROJECTS.
JOB MILESTONES:
WETLANDS FACILITY FOR CRAIN BROS. INC.
OWNER: CITY OF BEAUMONT
CONSULTING ENGINEER: SCHAUMBURG & POLK
JOB COST: 8.9 MILLION
DESCRIPTION OF WORK: FAST TRACK PROJECT CONSISTING OF EXCAVATING, LOADING, AND HAULING, OF 700,000 CY OF ONSITE EARTHEN FILL TO CONSTRUCT 9.8 MILES OF LEVEE AT 95% STANDARD DINSITY, 9.8 MILES OF LIMESTONE ROADWAYS, A 200 L.F. CONCRETE BRIDGE, LIFT STATION FACILITY INCLUDING 7 EACH 30" PUMPS AND 380 CY STRUCTURAL CONCRETE, 640' 72" SIPHON PIPE 782' 72" AERIAL CROSSING, 11,689' 54" R.C.P. PROJECT WAS COMPLETED IN 11 MONTHS, ON SCHEDULE.
CURRENT JOBS:
REFER TO BRYSTAR WORK HISTORY

1987 TO 1989

MAYERS, INC., NEW MILFORD, CONNECTICUT
PROJECT MANAGER/ ESTIMATOR (FEBRUARY 1989 TO NOVEMNBER 1991)
RESPONSIBILITIES: MANAGEMENT OF SITE WORK PROJECTS INCLUDING SETTING
UP JOBS, SCHEDULING;
ADMINISTRATION FUNCTIONSINCLUDING BILLING IN PROJECTS RANGING FROM
$200,000 TO $ 2 MILLION.
ADDITIONAL DUTIES INCLUDING ALL ASPECTS OF ESTIMATING SITE WORK/UTILITY COSTS, TAKE OFF AND PRICING, UNIT PRICING, LUMP SUM BID, COST ANALYSIS, AND RELATED DUTIES. UTILIZED AGTEK SOFTWARE TO DETERMINE CUT AND FILL, QUANITY, AND OTHER DIMENSIONS.

1987 TO 1989

MAYERS, INC., NEW MILFORD, CONNECTICUT
JOB SUPERINTENDENT (FEBRUARY 1987 TO FEBRUARY 1989)
RESPONSIBILITIES: IN CHARGE OF PLANNING AND SCHEDULING OF ALL PHYSICAL
WORK ON VARIOUS ON-SITE PROJECTS INVOLVING ALL ASPECTS OF UTILITIES, INCLUDING MASS EARTH/ROCK EXCAVATIONS FOR CONSTRUCTING BOTH FOUNDATIONS AND ROADWORK.

1985 TO 1987

JOHN BANKSTON CONSTRUCTION & EQUIPMENT RENTAL, INC.
BEAUMONT, TEXAS.
HEAVY EQUIPMENT OPERATOR AND SUPERVISOR
RESPONSIBILITIES: JOB FOREMAN ON VARIOUS WATER, SEWER AND CONCRETE
PAVING PROJECTS AS WELL AS HEAVY EQUIPMENT OPERATOR DUTIES (MOTOR GRADERS, DOZERS, SCRAPPERS, BACKHOES, LOADERS, AND RELATED EQUIPMENT).

1984

S & S ENTERPRISES, BRIDGE CITY, TEXAS.
JOB SUPERINTENDENT
RESPONSIBILITES; DIRECTED AND COORDINATED CONSTRUCTION OPERATIONS
ON VARIOUS CONSTRUCTION PROJECTS, INSTALLING LARGE DIAMETER SEWER AND CONCRETE PAVING PROJECTS AS WELL AS HEAVY EQUIPMENT OPERATOR DUTIES (MOTOR GRADERS, DOZERS, SCRAPPERS, BACKHOES, LOADERS, AND RELATED EQUIPMENT).

1983

RUSS MILLER CONSTRUCTION CO. INC., BEAUMONT, TEXAS
JOB SUPERINTENDENT

1982

HARRISON INDUSTRIAL, BEAUMONT, TEXAS
JOB SUPERINTENDENT

1981

MAR-LEN CONSTRUCTION, INC. NEDERLAND, TEXAS
HEAVY EQUIPMENT OPERATOR

EDUCATION

FOREST PARK HIGH SCHOOL, BEAUMONT, TEXAS

INDEX OF PROFESSIONAL SERVICES

BANKING

COMMUNITY BANK	G.A. WIMBERLY	(409) 861-7220
CAPITAL ONE	PIERCE HARRINGTON	(409) 880-1356

ACCOUNTING

EDGAR, KIKER & CROSS	GARY ZIMMERMAN	(409) 892-0233

LEGAL

MEHAFFEY & WEBBER	JOE BROUSSARD	(409) 835-5011

INSURANCE

MC ELVEEN INSURANCE RISK MANAGEMENT	DOUG MC ELVEEN	(800) 256-8960

BONDING

INSURANCE ALLIANCE	CHUCK ADAMS	(713) 966-1763

330

BRYSTAR
CONTRACTING, INC.
8385 Chemical Road
Beaumont, Texas 77705

RECEIVED 10:05 AM MAY 24 2016

BID NUMBER IFB 16-008/JW

BID FOR: MAJOR DRIVE EXTENSION FROM SH 124 TO LABELLE RD
BIDDING: MAY 24, 2016 AT 11:00AM
BID TO: JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLR
BEAUMONT, TEXAS 77701

BID ENCLOSED*

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

April 25, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd. **Specifications for this project may be obtained for a non-refundable fee of $25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Major Drive Extension From SH 124 to LaBelle Rd**
BID NO:	**IFB 16-008/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, May 24, 2016**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a **Mandatory Pre-bid Conference** at 10:00 AM CDT on Wednesday, May 11, 2016, at the Jefferson County Engineering Department Conference Room located on the 5th floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – April 27th and May 4th, 2016

IFB 16-008/JW
Major Drive Extension From SH 124 to LaBelle Rd
Bids due: 11:00 AM CDT, Tuesday, May 24, 2016

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Bidder is responsible for returning all required pages (marked with an "X" above) with the bid.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 3rd Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

5. Signatures

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

6. **County Holidays – 2016:**

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

7. **Rejection or Withdrawal**

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

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

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

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. **Purchase Orders and Payment**

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

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

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

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

4. **Contract**

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract.

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

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

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

contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid.

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. **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

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. **Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)**

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. **Multiple Vendor Award**

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

5. **Delivery**

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

6. Payment

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

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

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

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

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements

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

Property Insurance (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)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

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

9.4 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.

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

9.5.1 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

9.5.2 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.

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

9.7 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.

9.8 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.

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

9.9.1 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.

9.9.2 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.

9.9.3 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.

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

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

9.9.4.2 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.

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

9.9.6 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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

9.11 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.

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 Orange

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

"I, Kenneth D. Stewart (name) am a duly authorized officer of/agent for BDS Constructon LLC (name of firm) dba MK Constructon and have been duly authorized to execute the foregoing on behalf of the said BDS Constructon LLC dba (name of firm) MK Constructon.

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: BDS Constructon LLC dba MK Constructon

Fax: 409-769-1288 Telephone# 409-769-0089

by: Kenneth D. Stewart (print name) Title: President

Signature: * Kenneth D. Stewart

SUBSCRIBED AND SWORN to before me by the above-named Kenneth D. Stewart on this the 23 day of March, 2016.

CARRIE EVE VINCENT
Notary Public, State of Texas
Comm. Expires 04-13-2020
Notary ID 128965139

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd

Bidder's Company/Business Name: BDS Constructors LLC dba MK Constructors

Bidder's TAX ID Number: 45-3567082

Contact Person: Carrie Vincent **Title:** office manager

Phone Number (with area code): 409-769-0089

Alternate Phone Number if available (with area code):

Fax Number (with area code): 409-769-1288

Email Address: CarrieV@mkconstructors.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

16736 I H 10

Address

Vidor Tx 77662

City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

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:

BDS Construction LLC dba MK Construction
Company Name

For clarification of this offer, contact:

16736 IH 10
Address

Kenneth D. Stewart
Name

Vidor TX 77662
City State Zip

409-769-0089 409-769-1288
Phone Fax

* Kenneth D. Stewart
Signature of Person Authorized to Sign

Ken@mkconstructors.com
E-mail

Kenneth D. Stewart
Printed Name

President
Title

Bidder Shall Return Completed Form with Offer.

SAMPLE CONTRACT

This agreement made this _____ day of _____, 2016, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for IFB 16-008/JW, Major Drive Extension From SH 124 to LaBelle Rd as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract document itself) included herein, and

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

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

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contactor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **$700.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the amount of $ _____ for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: IFB 16-008/JW, Major Drive Extension.

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

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

The work to be constructed under this contract shall be completed in 180 working days.

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

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

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

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

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

COUNTY OF JEFFERSON
Party of the First Part

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

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

_____
Don Rao, Director of Engineering

CONTRACTOR
Party of the Second Part

By: _____
Printed Name & Title

_____
Signature

_____
Firm/Company Name

ATTEST: _____ DATE: _____
Carolyn L. Guidry, County Clerk

NOTICE TO THE BIDDER

The 2004 Texas Department of Transportation specifications have been incorporated by reference for this project. Any reference to "TxDOT", or the "State", or the "Department" as owner of this project shall be interpreted as reference to "Jefferson County".

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

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

Name of Bidder: BDS Construction LLC dba MK Constructors. com

By: Kenneth D. Stewart

$ 2,038,422.00
Total Bid Amount

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

BID FORM
INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

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

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

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

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

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

Unit price for each linear foot of Concrete Curb Removed

REVISED BID FORM

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0100	2001		PREPARING ROW Three thousand DLRS AND None CENTS	AC	15.00	45,000.00
	0105	2043		REMOVING STAB BASE & ASPH PAV (0-6") Three DLRS AND Seventy CENTS	SY	6,192.00	22,910.40
	0110	2004		EXCAVATION (ROADWAY AND CHANNEL) Fourteen DLRS AND Seventy five CENTS	CY	21,049.00	310,472.75
	0164	2023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) DLRS AND Forty five CENTS	SY	72,193.00	32,486.85
	0247	2240		FL BS (CMP IN PLACE)(TY A GR 2)(12") Nineteen DLRS AND None CENTS	SY	38,335.00	728,365.00
	0260	2006		LIME TRT (EXST MATL) (6") Three DLRS AND Fifty CENTS	SY	40,327.00	141,144.50
	0260	2060		LIME (HYDRATED OR COMMERCIAL)(SLURRY) One hundred Eighty Nine DLRS AND None CENTS	TON	871.00	164,619.-
	0310	2005		PRIME COAT (MC-30 OR AE-P) Five DLRS AND None CENTS	GAL	9,584.00	47,920.-
	0316	2010		ASPH (CRS-2) Five DLRS AND Fifty CENTS	GAL	28,752.00	158,136.-

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0316	2679		AGGR(TY-D GR-3 OR TY-L GR-3) one hundred Sixty seven DLRS AND None CENTS	CY	366.00	61,122 00
	0316	2850		AGGR (TY-D GR-4 OR TY-L GR-4) one hundred Sixty seven DLRS AND None CENTS	CY	320.00	53,440 00
	0464	2005		RC PIPE (CL III) (24 IN) Sixty one DLRS AND None CENTS	LF	206.00	12,566 00
	0464	2009		RC PIPE (CL III) (36 IN) one hundred Fifteen DLRS AND None CENTS	LF	224.00	25,760 00
	0467	2227		SET (TY II) (36 IN)(RCP) (4:1)(C) Two thousand five hundred DLRS AND None CENTS	EA	8.00	20,000 00
	0467	2236		SET (TY II) (24 IN)(RCP) (6:1)(C) One thousand four hundred DLRS AND None CENTS	EA	2.00	2,800 00
	0467	2288		SET (TY II) (24 IN)(RCP) (6:1)(P) one thousand four hundred DLRS AND None CENTS	EA	8.00	11,200 00
	0472	2005		REMOV & RE-LAY PIPE (24 IN) Fifty three DLRS AND None CENTS	LF	48.00	2,544 00
	0472	2009		REMOV & RE-LAY PIPE (36 IN) Seventy Nine DLRS AND None CENTS	LF	32.00	2,528 00
	0496	2007		REMOV STR (PIPE) Seventy Nine DLRS AND None CENTS	LF	32.00	2,528 00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0500	2001		MOBILIZATION one hundred twenty thousand DLRS AND None CENTS	LS	1.00	120,000 00
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING one thousand four hundred DLRS AND None CENTS	MO	12.00	16,800 00
	0530	2010		DRIVEWAYS (CONC) one hundred thirty five DLRS AND None CENTS	SY	77.00	10,395 00
	0540	2002		MTL W-BEAM GD FEN (STEEL POST) Forty DLRS AND None CENTS	LF	37.50	1,500 00
	0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) Five hundred forty DLRS AND None CENTS	EA	17.00	9,180 00
	0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) Seven hundred DLRS AND None CENTS	EA	3.00	2,100 00
	0644	2006		IN SM RD SN SUP&AM TY10BWG(1)SA(U) Eight hundred seventy DLRS AND None CENTS	EA	2.00	1,740 00
	0658	2500		INSTL OM ASSM (OM-4)(TWT)(WAS) Four hundred seventy DLRS AND None CENTS	EA	4.00	1,880 00
	0666	2012		REFL PAV MRK TY I (W) 4" (SLD) (100MIL) DLRS AND fifty CENTS	LF	18,973.00	9,486 50
	0666	2036		REFL PAV MRK TY I (W) 8" (SLD) (100MIL) one DLRS AND forty CENTS	LF	480.00	672 00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0666	2048		REFL PAV MRK TY I (W) 24"(SLD) (100MIL) Fourteen DLRS AND None CENTS	LF	78.00	1,092 00
	0666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL) Two hundred Eighteen DLRS AND None CENTS	EA	8.00	1,744 00
	0666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL) Three hundred thirty DLRS AND None CENTS	EA	8.00	2,640 00
	0666	2102		REF PAV MRK TY I(W) 36"(YLD TRI) (100MIL) Eighty four DLRS AND None CENTS	EA	20.00	1,680 00
	0666	2105		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL) DLRS AND fifty CENTS	LF	1,630.00	815 00
	0666	2111		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) DLRS AND fifty CENTS	LF	8,374.00	4,187 00
	0666	2132		REFL PAV MRK TY I (Y) 24"(SLD) (100MIL) Thirteen DLRS AND None CENTS	LF	77.00	1,001 00
	0672	2012		REFL PAV MRKR TY I-C Seven DLRS AND None CENTS	EA	49.00	343 00
	0672	2015		REFL PAV MRKR TY II-A-A Six DLRS AND None CENTS	EA	324.00	1,944 00
	1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL Three DLRS AND None CENTS	LF	920.00	2,760 00

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION

PROPOSAL SHEET

	1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE One DLRS AND None CENTS	LF	920.00	920.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	2,038,422.00

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 5/24/16

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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: Cheniere

Address: 700 Milam St. Suite 1900 Hst TX 77002-2806

Contact Person and Title: Nick Traung

Phone: 1-281-204-7007 Fax: 1-281-204-7014

Contract Period: 10/2015 | 5/2016 Scope of Work: Roadwork

REFERENCE TWO

Government/Company Name: City of Port Arthur 9th St.

Address: 444 4th St Port Arthur

Contact Person and Title: "RO" Raweths Baaheth

Phone: 409-983-8184 Fax:

Contract Period: July 15 to current Scope of Work: Roadwork

REFERENCE THREE

Government/Company Name: City of Vidor

Address: 1395 North Main St Vidor TX 77662

Contact Person and Title: Michael Kuntz

Phone: 409-769-5473 Fax: 409-769-8853

Contract Period: 8/2015 - 12/2015 Scope of Work: Roadwork Drainage

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.

BDS Constructors LLC dba MK Constructors — Bidder (Entity Name)

Kenneth D. Stewart — Signature

16736 IH 10 — Street & Mailing Address

Kenneth D. Stewart — Print Name

Vidor TX 77662 — City, State & Zip

5/23/16 — Date Signed

409-769-0089 — Telephone Number

409-769-1288 — Fax Number

Cstewart@mkconstructors.com — E-mail Address.

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

N/A

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

N/A

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

N/A

Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted Description of Gift

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Adopted 8/7/2015

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 D. Stewart
Printed Name of Authorized Representative

* Kenneth D. Stewart
Signature

President
Title

5/23/16
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: BDS Constructors LLC dba MK Constructors HUB: p Yes p(No)

Address: 16736 IH 10 Vidor TX 77662
Street City State Zip

Phone (with area code): 409-769-0089 Fax (with area code): 409-769-1288

Project Title & No.: Major Drive Extention From SH 124 to LaBelle IFB-16-008/JW

Prime Contract Amount: $ 2,038,422.00

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: _____

Kenneth D. Stewart * Kenneth D. Stewart 5/23/16
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: BDS Constructors LLC dba MK Constructors. HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): N/A

Address: 16736 IH 10 Vidor TX 77662
Street City State Zip

Phone (with area code): 409-769-0089 Fax (with area code): 409-769-1288

Project Title & No.: Major Drive Extention IFB 16-008/JW IFB/RFP No.: 16-008/JW

Total Contract: $ 2,038,422.00 Total HUB Subcontract(s): $ 57,255.75

Construction HUB Goals: 12.8% MBE:: 1.11 % 12.6% WBE: 1.7 %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: Crabtree

HUB Status (Gender & Ethnicity): Woman Owned

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

Address: P.O. Box 20195 Bmt TX 77720
Street City State Zip

Contact person: Debbie Distefano Title: office manager

Phone (with area code): 409-842-5010 Fax (with area code): 409-842-0593

Proposed Subcontract Amount: $34,583 Percentage of Prime Contract: 1.70 %

Description of Subcontract Work to be Performed: Signs, Stripes, and barricades

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: American Remediation Options, Inc.

HUB Status (Gender & Ethnicity): Native American

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

Address: P.O. Box 8028 (Street) Lumberton (City) TX (State) 77657 (Zip)

Contact person: Doug Wall Title: President

Phone (with area code): 409-899-4944 Fax (with area code): 409-963-2249

Proposed Subcontract Amount: $ 22,612.75 Percentage of Prime Contract: 1.11 %

Description of Subcontract Work to be Performed: Silt Fiber Seeding, Silt Fence, Install and Remove, Guard rail

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HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: Mac Construction

Address: 1404 N. Big Spring (Street) Midland (City) TX (State) 79701 (Zip)

Contact person: Teddy McDonald Title: President

Phone (with area code): 432-230-1086 Fax (with area code): _____

Proposed Subcontract Amount: $300,000- Percentage of Prime Contract: 14.72 %

Description of Subcontract Work to be Performed: 2 Course Surface Treatment

Subcontractor Name: Vulcan Materials Company

Address: 1399 Carnal St (Street) Bmt (City) TX. (State) 77701 (Zip)

Contact person: Byron Fischer Title: Sales Rep

Phone (with area code): 409-779-9204 Fax (with area code): 409-212-9374

Proposed Subcontract Amount: $514,326 Percentage of Prime Contract: 25.23 %

Description of Subcontract Work to be Performed: Limestone Base

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: Forterra Pipe & Precast

Address: 11201 FM 529 Rd Houston TX 77041
Street City State Zip

Contact person: Jeff Moeller Title: Sales Rep

Phone (with area code): 713-466-6324 Fax (with area code): 832-330-3832

Proposed Subcontract Amount: $42,372 Percentage of Prime Contract: 2.08 %

Description of Subcontract Work to be Performed: RCP & S.E.T's

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Subcontractor Name: United States Lime & Minerals, Inc.

Address: 5420 Alison Rd Hst TX 77048
Street City State Zip

Contact person: John Bethke Title: Account Manager

Phone (with area code): 281-910-3403 Fax (with area code): 713-987-5485

Proposed Subcontract Amount: $148,070 Percentage of Prime Contract: 7.26 %

Description of Subcontract Work to be Performed: Lime Slurry

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 D. Stewart

Title: President

Signature: * Kenneth D. Stewart

Date: 5/24/16

E-mail address: Ken@mkconstructors.com

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

Name (print or type): Carrie Vincent

Title: Office Manager

Date: 5/24/16

E-mail address: CarrieV@mkconstructors.com

Bidder Shall Return Completed Form with Offer.

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Golden Triangle Minority Business Council (GTMBC), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to remain certified with the GTMBC, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the GTMBC in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the GTMBC and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the GTMBC, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1760400206700**
File/Vendor Number:	**09235**
Approval Date:	**28-JAN-2014**
Scheduled Expiration Date:	**31-DEC-2016**

In accordance with the Memorandum of Agreement between the
Golden Triangle Minority Business Council (GTMBC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

AMERICAN REMEDIATION OPTIONS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 13-MAY-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the GTMBC's program, you must immediately (within 30 days of such changes) notify the GTMBC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the GTMBC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Texas Department of Transportation (TXDOT), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to remain certified with the TXDOT, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the TXDOT in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the TXDOT and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the TXDOT, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free In Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB

Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1760119960100**
File/Vendor Number:	**15618**
Approval Date:	**17-MAY-2013**
Scheduled Expiration Date:	**30-APR-2016**

In accordance with the Memorandum of Agreement between the
Texas Department of Transportation (TXDOT)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

CRABTREE BARRICADE SYSTEMS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 16-JUL-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the TXDOT's program, you must immediately (within 30 days of such changes) notify the TXDOT's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the TXDOT's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

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 BDS Constructions LLC dba MK Constructions [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.):	45-3567082
Company Name submitting bid/proposal:	BDS Constructions LLC dba MK Constructions
Mailing address:	16736 IH10 Vidor TX 77662
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

ENGINEER SEAL

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

The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. April 18, 2016

GENERAL NOTES:

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Chance Road is a private road and may not be used by the contractor for construction operations.

Verify material quantities and dimensions prior to ordering materials.

All hauling of materials (including authorized waste) will not be paid for directly, but shall be considered as subsidiary to the bid items involved.

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

County forces will maintain the existing sections of roadway and its appurtenances not a part of this project. The Contractor will maintain the existing and proposed sections of roadway and its appurtenances which are to be constructed, reconstructed or modified in this project. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Repair any areas damaged by the contractor's forces at his/her expense.

Direct attention to ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project.

Procure all the necessary city and/or county permits and licenses.

Place no construction signs in conflict with existing signs. If placement of construction signs for the contract blocks existing signs, make adjustments with confirmation from the Engineer.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

The Contractor shall be responsible for all testing and sampling of materials.

Collect and dispose of all litter deposited by construction operations or the traveling public including cans, bottles, paper, plastic items, metal scraps, lumber, etc. from within the project right of way or as directed. Properly dispose of all collected litter. Litter pickup will not be measured or paid for directly, but will be considered subsidiary to the various bid items in this contract.

Item 5: Control of the Work

In the event utility lines needing unforeseen adjustments are encountered during construction operations, alter operations and continue to prosecute the contract in such a manner that will allow utility adjustments to be made by others.

The contractor shall submit a sequence of work phasing plan to the Engineer for approval. Short term work zone pavement markings will not be paid for directly but will be subsidiary to the various bid items.

Item 7: Legal Relations and Responsibilities

Furnish all materials, labor and incidentals required to provide for traffic across the roadway and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the county. Consider this work to be subsidiary to the various bid items of the contract.

Item 100: Preparing Right of Way

Clean existing ditches under fill sections of undesirable materials including grass, muck and trash.

Item 105: Removing Stabilized Base and Asphalt Pavement

Assume ownership of material removed under this item and dispose of it in accordance with all applicable regulations.

Item 110: Excavation

Material from required excavation areas on the project will be used for embankment in accordance with requirements from Item 132 Embankment.

Hauling and placing of the embankment material will be subsidiary to the various bid items.

Density control compaction method will be used for the embankment with a field density of 98% of the maximum dry density.

The contractor is responsible to determine the maximum dry density, optimum moisture content, and field densities.

Item 164: Seeding for Erosion Control

Fertilizer 16-20-0 and vegetative watering for Cel Fbr Mlch Seed will not be paid for directly, but will be considered subsidiary to this item.

Fertilize all the seeded areas of the project.

Item 247: Flexible Base

Use Type A, Grade 2 aggregate with a minimum Plasticity Index value of 3.

Proposed and replaced driveways will be constructed from flexible base and be considered subsidiary to this item.

Item 260: Lime Treatment (Road-Mixed)

Dry placement of lime will not be permissible.

Item 310: Prime Coat

Use bituminous material of the Type MC and grade 30 or Type AE-P. Distribute the bituminous material smoothly and evenly at the rate of 0.25 gallons per square yard.

Item 316: Surface Treatments

Construction consists of a 2 course surface treatment application.

First course:
Use asphalt type CRS-2.
Use aggregate type D and grade 3.

Second course:
Use asphalt type CRS-2.
Use aggregate type D and grade 4.

Asphalt season starts May 1st and ends on September 30th.

Item 467: Safety End Treatment

All Type II SET's shall have riprap aprons as shown on the plans.

Item 496: Removing Structures

Removal of riprap at Sta. 584+00 will be subsidiary to removal of the pipe at that location.

Item 502: Barricades, Signs, & Traffic Handling

Do not leave equipment (that is not in use) closer than 30' from the roadway edge unless approved otherwise by the Engineer.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer. Galvanize steel supports if used.

Aluminum signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

After completion of the project, when removing the barricades and signs, fill in any holes left by the sign supports or barricades and restore the area, in which the signs were removed, to its original condition.

Item 530: Intersections, Driveways, and Turnouts

The 6" slabs constructed to protect the pipelines at Sta. 592+64, Sta. 599+30, and Sta. 599+76 shall be paid for under this Item.

Item 540: Metal Beam Guard Fence

Attach rounded W-Beam end sections at each end of the MBGF located at the end of Frint Rd.

Item 644: Small Roadside Sign Supports and Assemblies

Erect all signs according to the locations shown on the signing layout sheet.

Item 658: Delineator and Object Marker Assemblies

The object markers installed at the end of Frint Rd shall be Type OM4-1 as shown in the Texas Manual on Uniform Traffic Control Devices.

Item 666: Reflectorized Pavement Markings

Furnish Type II drop-on glass beads.

Air blowing is subsidiary to this Item.

Item 1122: Temporary Erosion, Sedimentation, and Environmental Controls

The amounts of sediment control fence shown in the summary table are enough for 4 applications at each location.

GOVERNING SPECIFICATIONS

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

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

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (103)
ITEM 105 REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION (132)
ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
ITEM 260 LIME TREATMENT (ROAD-MIXED) (105) (132) (204) (210) (216) (247) (300) (310) (520)
ITEM 310 PRIME COAT (300) (316)
ITEM 316 SURFACE TREATMENTS (210) (300) (302) (520)
ITEM 464 REINFORCED CONCRETE PIPE (400)
ITEM 467 SAFETY END TREATMENT (400) (420) (421) (432) (440) (445) (464)
ITEM 472 REMOVING AND RE-LAYING CULVERT AND STORM DRAIN PIPE (400) (464)
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (360) (421) (440)
ITEM 540 METAL BEAM GUARD FENCE (421) (445) (529) (542) (544)
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (421) (440) (441) (442) (445) (634) (636) (643) (656)
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316) (318) (662) (677) (678)
ITEM 672 RAISED PAVEMENT MARKERS (677) (678)

SPECIAL SPECIFICATIONS:

ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

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

SPECIAL SPECIFICATIONS

2004 Specifications

SPECIAL SPECIFICATION

1122

Temporary Erosion, Sedimentation, and Environmental Controls

1. **Description.** Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) as provided in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include but are not limited to rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

   By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at:
   http://www.txdot.gov/inside-txdot/division/environmental/ems-courses.html.
   A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

2. **Materials.** Furnish materials in accordance with the following:
   - Item 161, "Compost"
   - Item 432, "Riprap"
   - Item 556, "Pipe Underdrains"

A. Rock Filter Dams.

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
   - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
   - **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:
   - A double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;

- Minimum 0.0866 in. steel wire for netting;
- Minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. **Sandbag Material.** Furnish sandbags meeting "Sandbags for Erosion Control," except that any gradation of aggregate may be used to fill the sandbags.

B. **Temporary Pipe Slope Drains.** Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

C. **Temporary Paved Flumes.** Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

D. **Construction Exits.** Provide materials that meet the details shown on the plans and this Section.

1. **Rock Construction Exit.** Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

E. **Embankment for Erosion Control.** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

F. **Pipe.** Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

G. **Construction Perimeter Fence.**

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. **Fence.** Provide orange construction fencing as approved by the Engineer.

3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

H. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Aggregate may be used in lieu of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

I. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.

4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

J. Biodegradable Erosion Control Logs.

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

   a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

   b. Furnish recyclable containment mesh for temporary installations.

3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. Qualifications, Training, and Employee Requirements.

A. Contractor Responsible Person Environmental (CRPe) Qualifications and Responsibilities. Provide and designate in writing at the preconstruction conference a CRPe who has overall responsibility for the storm water management program. The CRPe will identify and implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily to ensure compliance with the SWP3 and TPDES General Permit TXR150000; and will document daily monitoring reports and provide the reports to the Department within 48 hours. The CRPe will provide recommendations to the Engineer on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Administer the training identified in Article 3.C. *Training*. Document and submit a list to the Engineer of employees who have completed the training. The list should include the employee's name, the training course name, and date the employee completed the training. Provide the most current list to the Engineer at the preconstruction conference or prior to earth disturbing activities. Maintain the list as needed and make available for inspection.

B. Contractor Superintendent Qualifications and Responsibilities. Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.

C. Training. All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are

required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.

4. Construction.

A. Contractor Responsibilities. Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. Implementation. The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.

1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

2. **Phasing.** Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.
   Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

C. General.

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.

3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

D. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the work site for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work". If a correction is deemed critical by the Engineer, immediate action is required. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Once the Engineer reviews and documents the project is in compliance, work may commence. Commencing work does not release the contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if in the opinion of the Engineer the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

   For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

   a. **Type 1 (Non-reinforced).**

      (1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

      (2) Top Width. At least 2 ft.

      (3) Slopes. At most 2:1.

   b. **Type 2 (Reinforced).**

      (1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

      (2) Top Width. At least 2 ft.

      (3) Slopes. At most 2:1.

   c. **Type 3 (Reinforced).**

      (1) Height. At least 36 in. measured vertically from existing ground to top of filter dam.

      (2) Top Width. At least 2 ft.

      (3) Slopes. At most 2:1.

   d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

      For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

      Lift and place without damaging the gabion. Shape sack gabions to existing contours.

   e. **Type 5.** Provide rock filter dams as shown on the plans.

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

    a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

        (1) **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

        (2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

    b. **Short-Term.**

        (1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

        (2) **Type 4.** Construct as shown on the plans or as directed.

5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

    a. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at

drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. Excavation of Sediment and Debris. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

   a. Installation of Posts. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

   b. Wire Attachment. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

   c. Flag Attachment. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

   a. Installation of Posts. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

   b. Fabric Anchoring. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

   c. Fabric and Net Reinforcement Attachment. Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

E. **Monitoring and Documentation.** Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.

5. Measurement.

A. **Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

   a. Installation. Measurement will be made in final position.

   b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

D. Construction Exits. Construction exits will be measured by the square yard of surface area.

E. Earthwork for Erosion and Sediment Control.

1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

2. **Volume Measurement.**

   a. In Place.

   (1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

   (2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
   - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
   - the lines, grades and slopes of the accepted embankment for the feature.

   b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

F. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

G. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

H. Temporary Sediment-Control Fence. Installation or removal of temporary sediment-control fence will be measured by the foot.

I. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the linear foot along the centerline of the top of the control logs.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. **Payment.** The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter; unless a separate pay item is shown in the plans.
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. **Rock Filter Dams.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

B. **Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. **Temporary Paved Flumes.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

D. **Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

E. **Earthwork for Erosion and Sediment Control.**

1. **Initial Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will

be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)", "Embankment (Erosion and Sediment Control, In Place)", "Excavation (Erosion and Sediment Control, In Vehicle)", "Embankment (Erosion and

Sediment Control, In Vehicle)", or "Earthwork (Erosion and Sediment Control, In Vehicle)".

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; equipment, labor; tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for by a Contractor Force Account Item.

   This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor; tools, and incidentals.

   Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

   Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

F. **Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

   Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

G. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

H. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. **Biodegradable Erosion Control Logs.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

CONTRACTOR CERTIFICATION OF COMPLIANCE
WITH STORM WATER REQUIREMENTS

I, _____ certify that I am the duly appointed representative of the Contractor with authority to make this Contractor certification. I have read and understand the requirements applicable to this project pertaining to storm water discharge authorization under Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor agrees to comply with the terms of the permit that are expressly stated in the contract documents as being the responsibility of the Contractor. I have read and understand the Storm Water Pollution Prevention Plan (SWP3) developed by the Department for this project. The Contractor agrees it will be implemented prior to construction according to permit requirements and the contract documents. I understand that failure to comply with the terms of the permit that are expressly stated in the contract documents, plans, and specifications as being the responsibility of the Contractor may result in civil penalties.

The Contractor acknowledges its responsibility to satisfy the following requirements:

Implement the SWP3 for the project in accordance with the plans and specifications and the TPDES GP TXR150000.

Install and maintain control measures on the project in accordance with the manufacturer's or designer's specifications.

Collaborate with the Department for joint monitoring of best management practices (BMPs) on a regular basis to verify that BMPs are performing as intended in accordance with the plans and specifications and with TPDES GP TXR150000.

Collaborate with the Department for joint identification of BMP maintenance needs and carry out such maintenance in accordance with the plans and specifications, TPDES GP TXR150000 and as directed by the Engineer.

Repair the integrity of any BMP as directed by the Engineer as soon as reasonably possible.

If appropriate, recommend changes needed in the SWP3 to the Engineer in order to prevent, to the extent practicable, water pollution associated with construction activities from entering any surface water or private property on or adjacent to the project site by storm water discharges.

Stabilize disturbed areas, as soon as practicable, in accordance with the TPDES GP TXR150000 and as directed by the Engineer.

If applicable, obtain appropriate authorizations for activities associated with any Project Specific Location under the authority of the Contractor and provide appropriate documentation of compliance to the Engineer.

Satisfy any other responsibility indicated in the contract documents that are expressly stated as the responsibility of the Contractor.

Signature and Title: _____

Date: _____

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 16-008/JW
IFB Title:	Major Drive Extension From SH 124 to LaBelle Rd
IFB Due:	**11:00 am CDT, Tuesday, May 24, 2016**
Addendum No.:	1
Issued (Date):	May 16, 2016

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:

The proposed left and right ditch grades along Major Drive Extension have been revised from Sta. 587+00 to Sta. 600+00 and the ditch berm has been extended to Sta. 590+00.

The following modifications are made to the plans and contract documents:
- Sheets 9, 10, and 22-28 of the plans are replaced with the new Sheets 9, 10, and 22-28 attached to this addendum.
- The entire Bid Form in the specification package (Pgs 23-27) is replaced with the Revised Bid Form attached to this addendum. The only change is to the quantity for Item 0110 2004 on Pg 23.

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: Carrie Vincent
Witness

_____
Witness

Approved by ____ Date: _____

* Kenneth D. Stewart
Authorized Signature (Bidder)

President
Title of Person Signing Above

Kenneth D. Stewart
Typed Name of Business or Individual

16736 IH 10 Vidor TX 77662
Address

ESTIMATE SUMMARY SHEET

ITEM	CODE	SPL	DESCRIPTION	UNIT	TOTAL QUANTITY
0100	2001		PREPARING ROW	AC	15.00
0105	2043		REMOVING STAB BASE & ASPH PAV (0-6")	SY	6192.00
0110	2004		EXCAVATION (ROADWAY AND CHANNEL)	CY	21049.00
0164	2023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	72193.00
0247	2240		FL BS (CMP IN PLACE)(TY A GR 2)(12")	SY	38335.00
0260	2006		LIME TRT (EXST MATL) (6")	SY	40327.00
0260	2060		LIME (HYDRATED OR COMMERCIAL)(SLURRY)	TON	871.00
0310	2005		PRIME COAT (MC-30 OR AE-P)	GAL	9584.00
0316	2010		ASPH (CRS-2)	GAL	28752.00
0316	2679		AGGR(TY-D GR-3 OR TY-L GR-3)	CY	366.00
0316	2850		AGGR (TY-D GR-4 OR TY-L GR-4)	CY	320.00
0464	2005		RC PIPE (CL III) (24 IN)	LF	206.00
0464	2009		RC PIPE (CL III) (36 IN)	LF	224.00
0467	2227		SET (TY II) (36 IN)(RCP) (4:1)(C)	EA	8.00
0467	2236		SET (TY II) (24 IN)(RCP) (6:1)(C)	EA	2.00
0467	2288		SET (TY II) (24 IN)(RCP) (6:1)(P)	EA	8.00
0472	2005		REMOV & RE-LAY PIPE (24 IN)	LF	48.00
0472	2009		REMOV & RE-LAY PIPE (36 IN)	LF	32.00
0496	2007		REMOV STR (PIPE)	LF	32.00
0500	2001		MOBILIZATION	LS	1.00
0502	2001		BARRICADES, SIGNS AND TRAF HANDLING	MO	12.00
0530	2010		DRIVEWAYS (CONC)	SY	77.00
0540	2002		MTL W-BEAM GD FEN (STEEL POST)	LF	37.50
0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	17.00
0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	3.00
0644	2006		IN SM RD SN SUP&AM TY10BWG(1)SA(U)	EA	2.00
0658	2500		INSTL OM ASSM (OM-4)(TWT)(WAS)	EA	4.00
0666	2012		REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	18973.00
0666	2036		REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	480.00
0666	2048		REFL PAV MRK TY I (W) 24"(SLD) (100MIL)	LF	78.00
0666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	8.00
0666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	8.00
0666	2102		REF PAV MRK TY I(W) 36"(YLD TRI) (100MIL)	EA	20.00
0666	2105		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	1630.00
0666	2111		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	8374.00
0666	2132		REFL PAV MRK TY I (Y) 24"(SLD) (100MIL)	LF	77.00
0672	2012		REFL PAV MRKR TY I-C	EA	49.00
0672	2015		REFL PAV MRKR TY II-A-A	EA	324.00
1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL	LF	920.00
1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	920.00

*REVISED 05/12/2016

JEFFERSON COUNTY

ESTIMATE AND QUANTITY

SHEET 1 OF 1

DESIGN	J.D.	SHEET NO. 9
CHECKED	D.H.	

SUMMARY OF ROADWAY ITEMS

LOCATION	0105 2043 REMOVE STAB BASE & ASPH PAV (0-6")	0110 2004 EXCAVATION (ROADWAY AND CHANNEL)	EMBANKMENT (FINAL)(DENS CONT)(TY D)	0247 2240 FL BS (CMP IN PLACE)(TY A GR 2)(12")	0260 2006 LIME TRT (EXST MATL) (6")	0260 2060 LIME (HYDRATED OR COMMERCIAL) (SLURRY)	0310 2005 PRIME COAT (MC-30 OR AE-P)	0316 2010 ASPH (CRS-2)	0316 2679 AGGR (TY-D GR-3 OR TY-L GR-3)	0316 2850 AGGR (TY-D GR-4 OR TY-L GR-4)
	SY	CY	** CY	SY	SY	TON	* SY	* SY	* SY	* SY
MAJOR DR		18620	20135	33264	34953	755	33264	33264	33264	33264
FRINT RD	1131	815	682	3194	3410	74	3194	3194	3194	3194
LABELLE RD	5061	1614	266	1877	1964	42	1877	1877	1877	1877
TOTALS	6192	21049	21083	38335	40327	871	38335	38335	38335	38335

* FOR INFORMATION ONLY

** THE AMOUNT OF EMBANKMENT IS SHOWN FOR INFORMATION ONLY.
EMABANKMENT WILL BE SUPPLIED FROM EXCAVATION ON THE PROJECT.

BASIS OF ESTIMATE

ITEM NO.	DESCRIPTION	RATE	NO. OF UNITS	QUANTITY
0310 2005	PRIME COAT (MC-30 OR AE-P)	0.25 GAL/SY	38,335 SY	9,584 GAL
0316 2010	ASPH (CRS-2)	0.35 GAL/SY	38,335 SY	13,418 GAL
0316 2679	AGGR (TY-D GR-3 OR TY-L GR-3)	1 CY /105 SY	38,335 SY	366 CY
	SECOND COURSE			
0316 2010	ASPH (CRS-2)	0.4 GAL/SY	38,335 SY	15,334 GAL
0316 2850	AGGR (TY-D GR-4 OR TY-L GR-4)	1 CY /130 SY	38,335 SY	320 CY

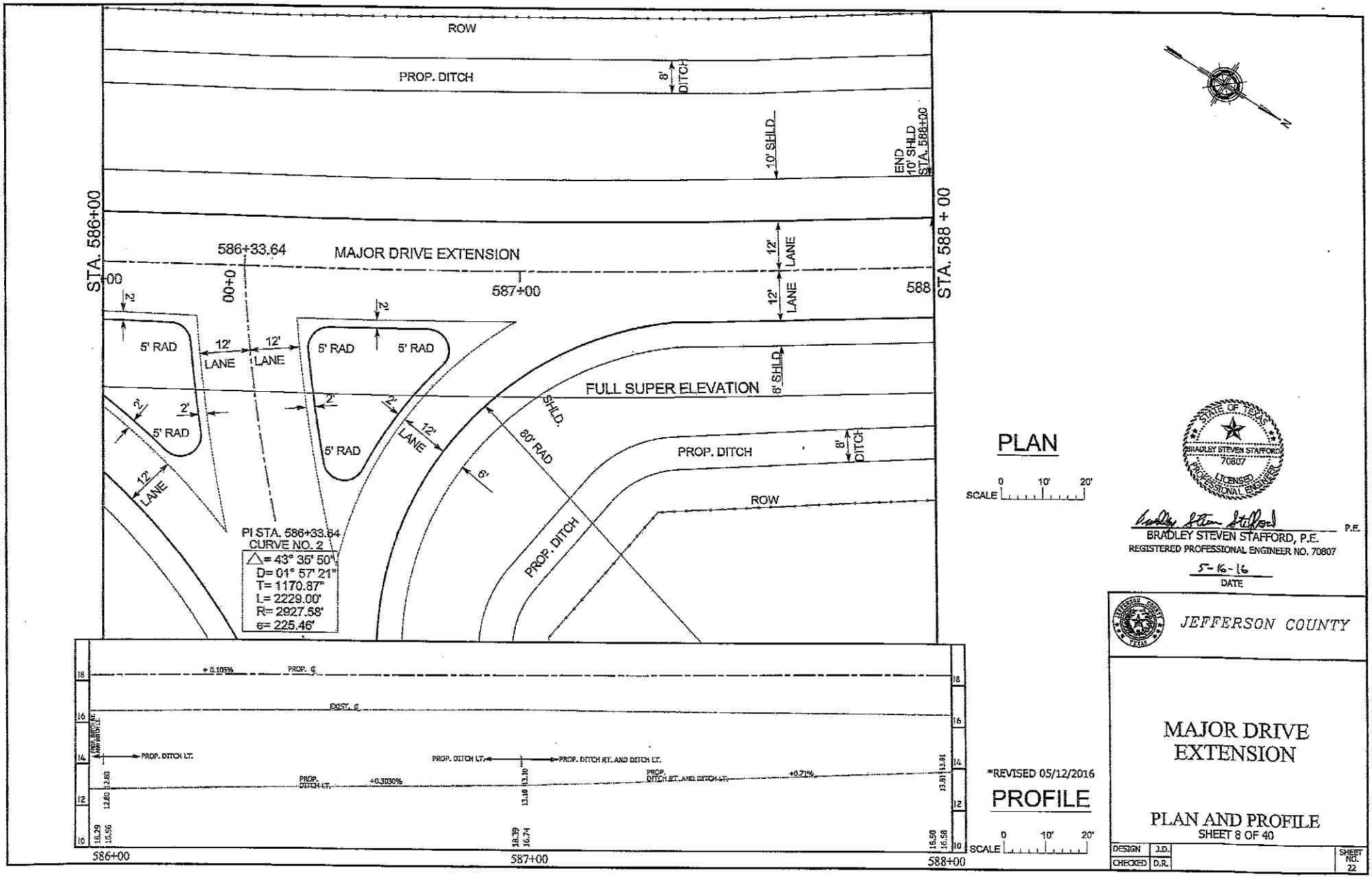
*REVISED 05/12/2016

JEFFERSON COUNTY

QUANTITY SUMMARIES

SHEET 1 OF 4

DESIGN	J.D.	SHEET NO. 10
CHECKED	D.R.	



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 10' 20'

*REVISED 05/12/2016

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED PROFESSIONAL ENGINEER

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

5-16-16
DATE

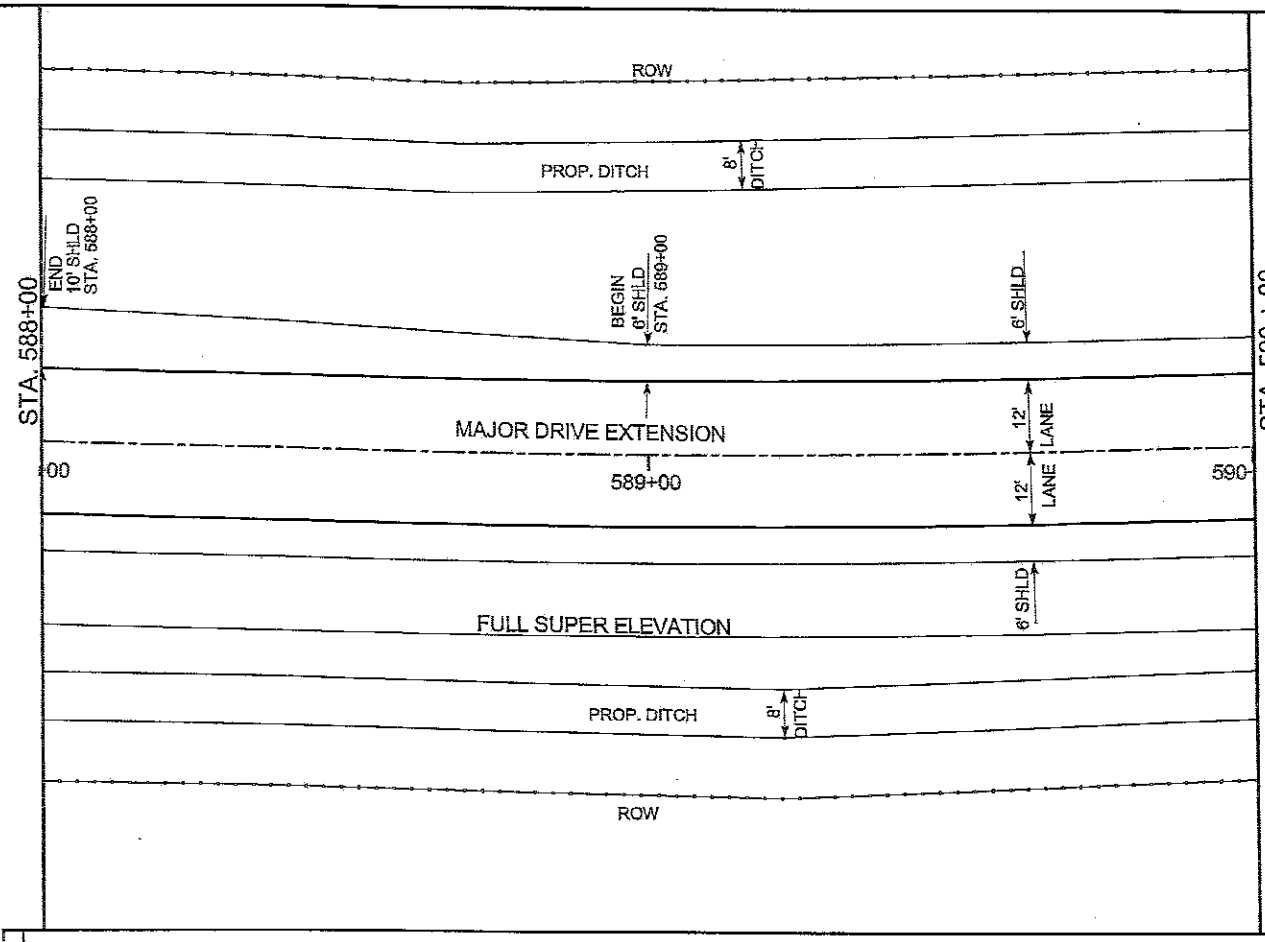
JEFFERSON COUNTY

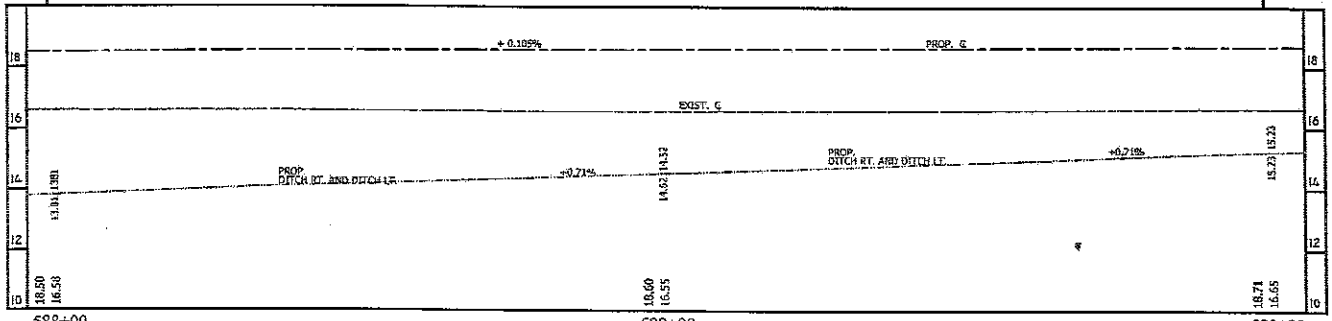
MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 8 OF 40

DESIGN	J.D.	SHEET NO. 22
CHECKED	D.R.	





PLAN

SCALE 0 10' 20'

PROFILE

*REVISED 05/12/2016

SCALE 0 10' 20'

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
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BRADLEY STEVEN STAFFORD, P.E.
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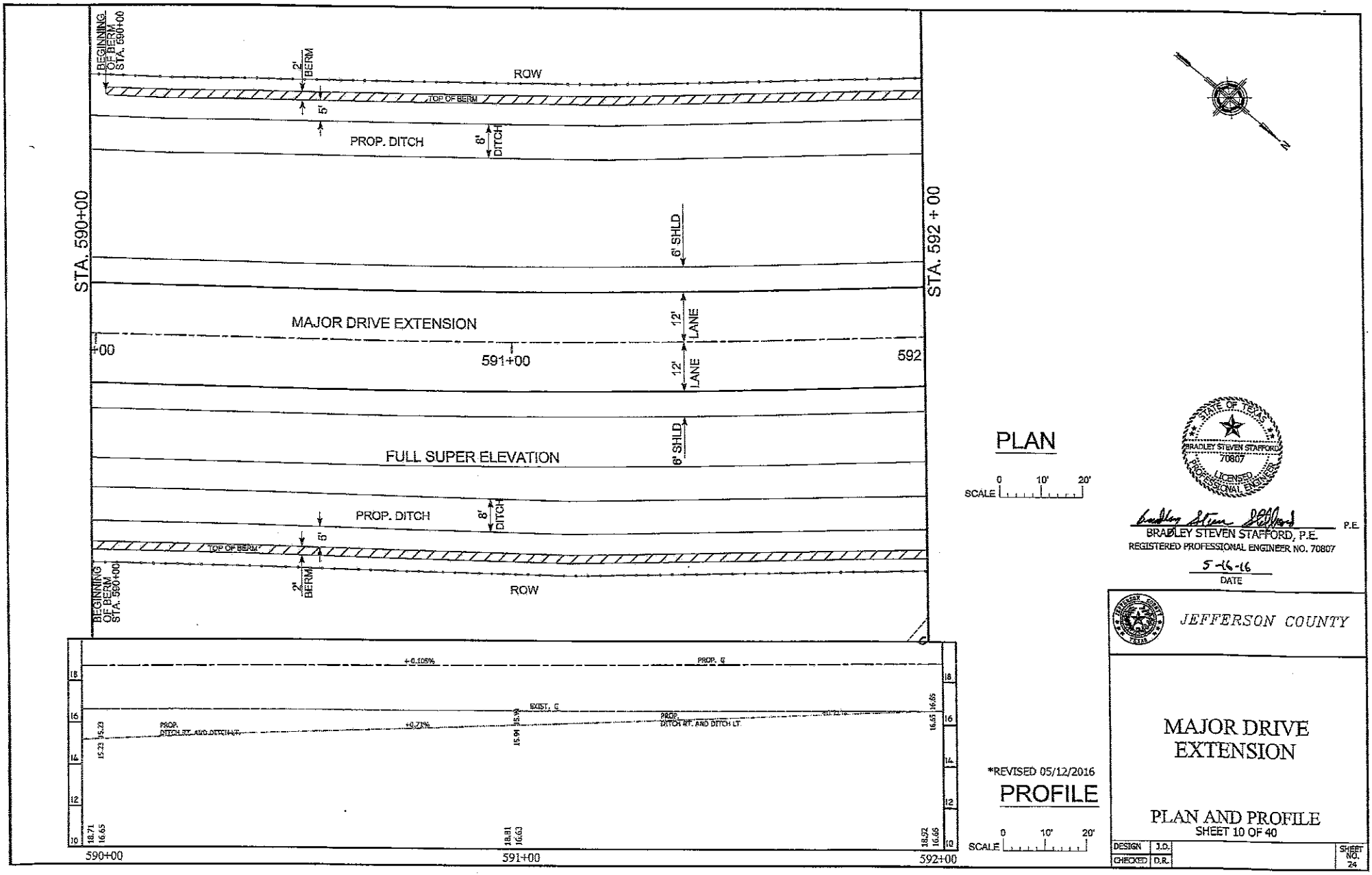
5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 9 OF 40

DESIGN	J.D.	SHEET NO. 23
CHECKED	D.R.	



PLAN

SCALE 0 10' 20'

PROFILE

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STATE OF TEXAS
BRADLEY STEVEN STAFFORD
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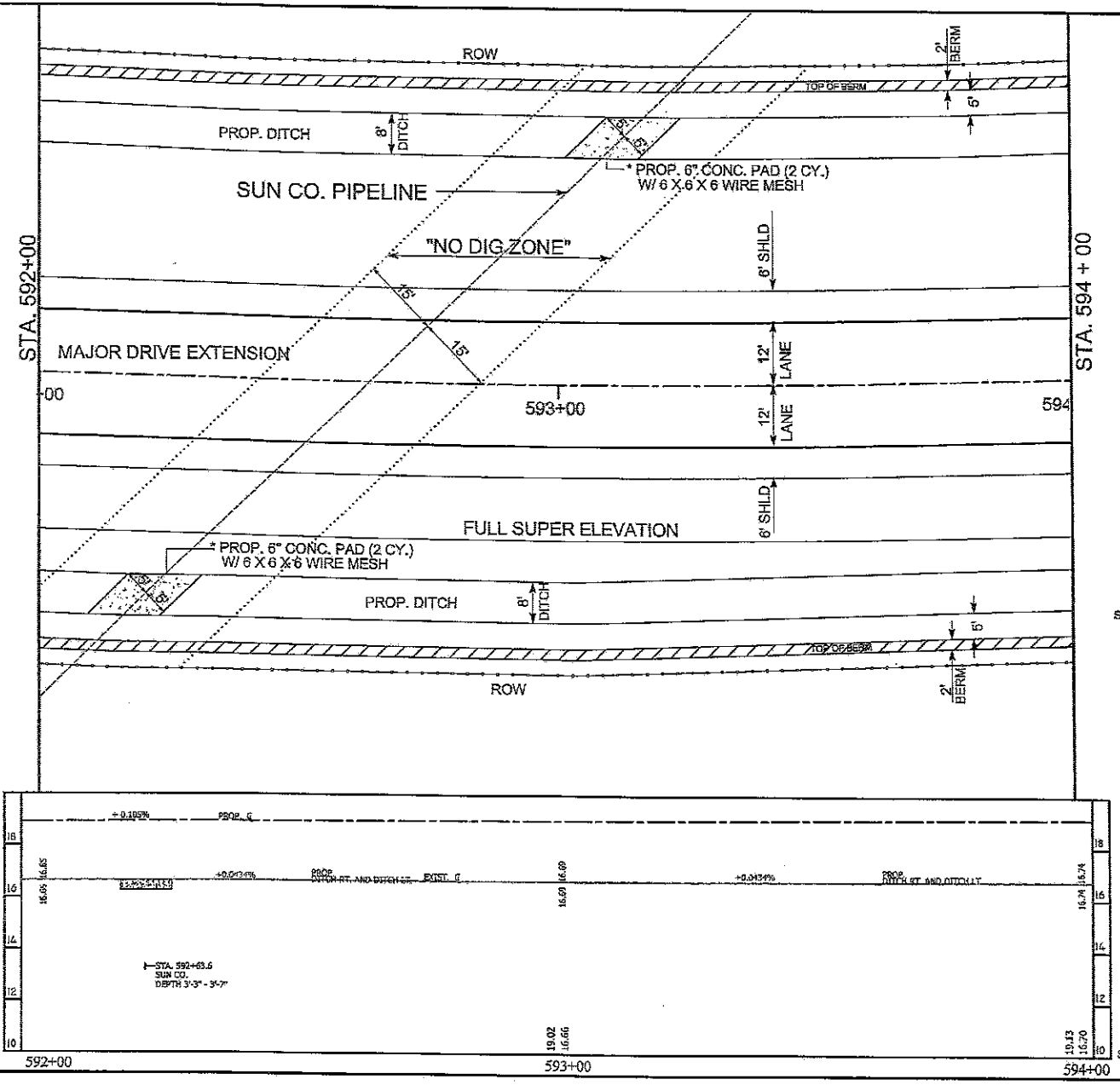
5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 10 OF 40

DESIGN	J.D.	SHEET NO.
CHECKED	D.R.	24



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 10' 20'

*REVISED 05/12/2016

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
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BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

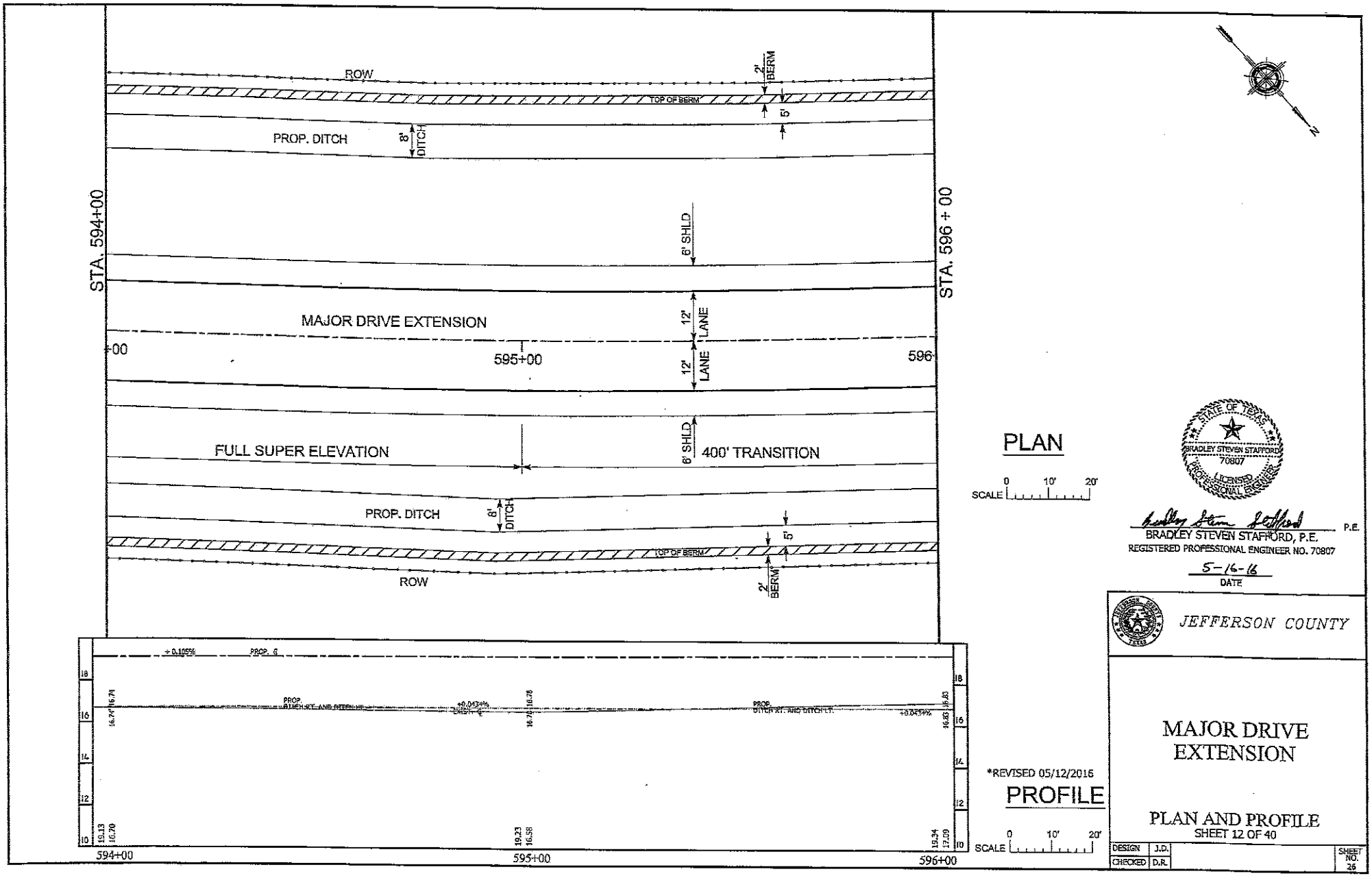
5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 11 OF 40

DESIGN	J.D.		SHEET NO. 25
CHECKED	D.R.		



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 10' 20'

*REVISED 05/12/2016

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED PROFESSIONAL ENGINEER

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

5-16-16
DATE

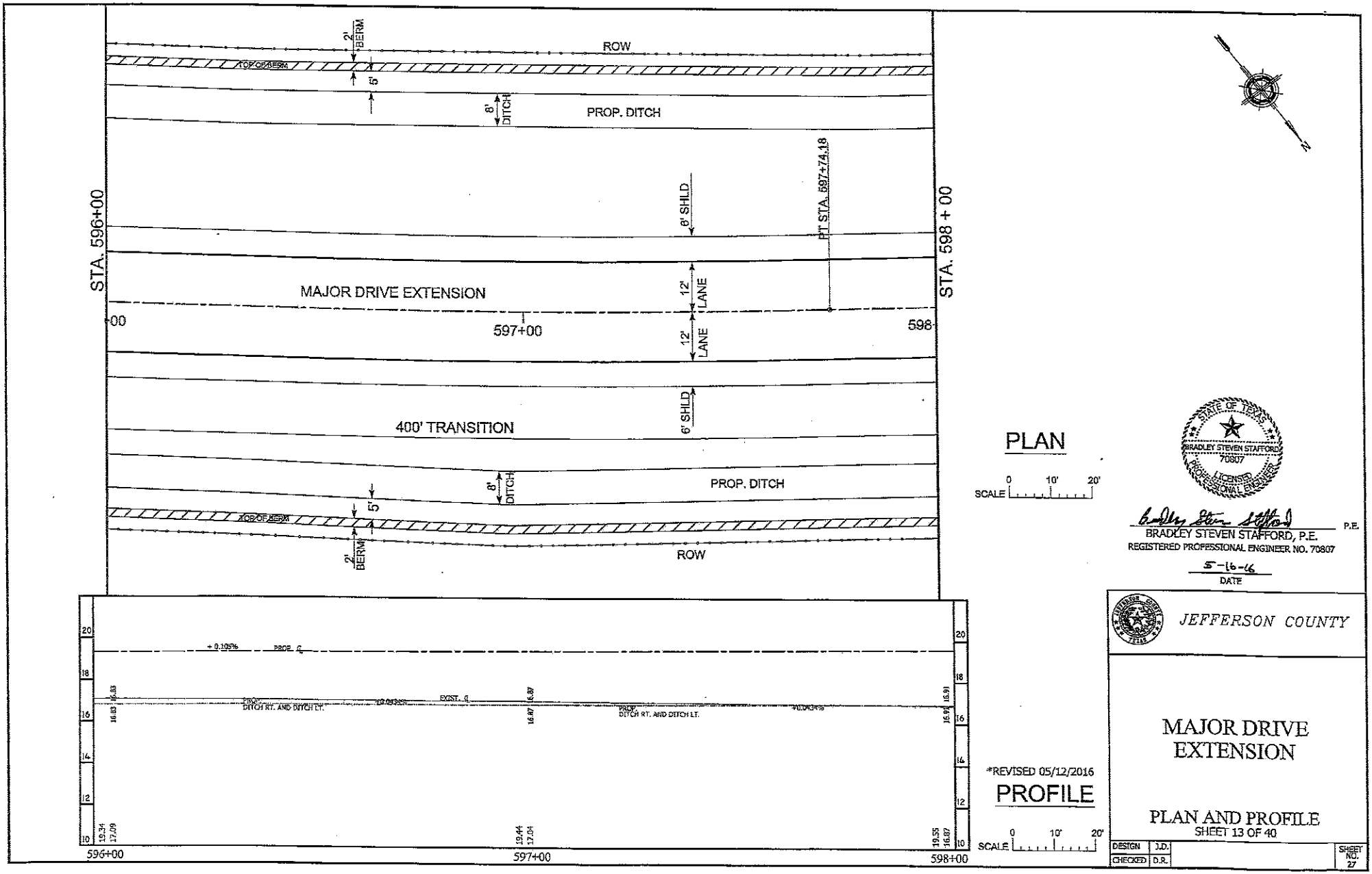
JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE

SHEET 12 OF 40

DESIGN	J.D.	SHEET NO. 26
CHECKED	D.R.	



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 10' 20'

*REVISED 05/12/2016

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED PROFESSIONAL ENGINEER

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

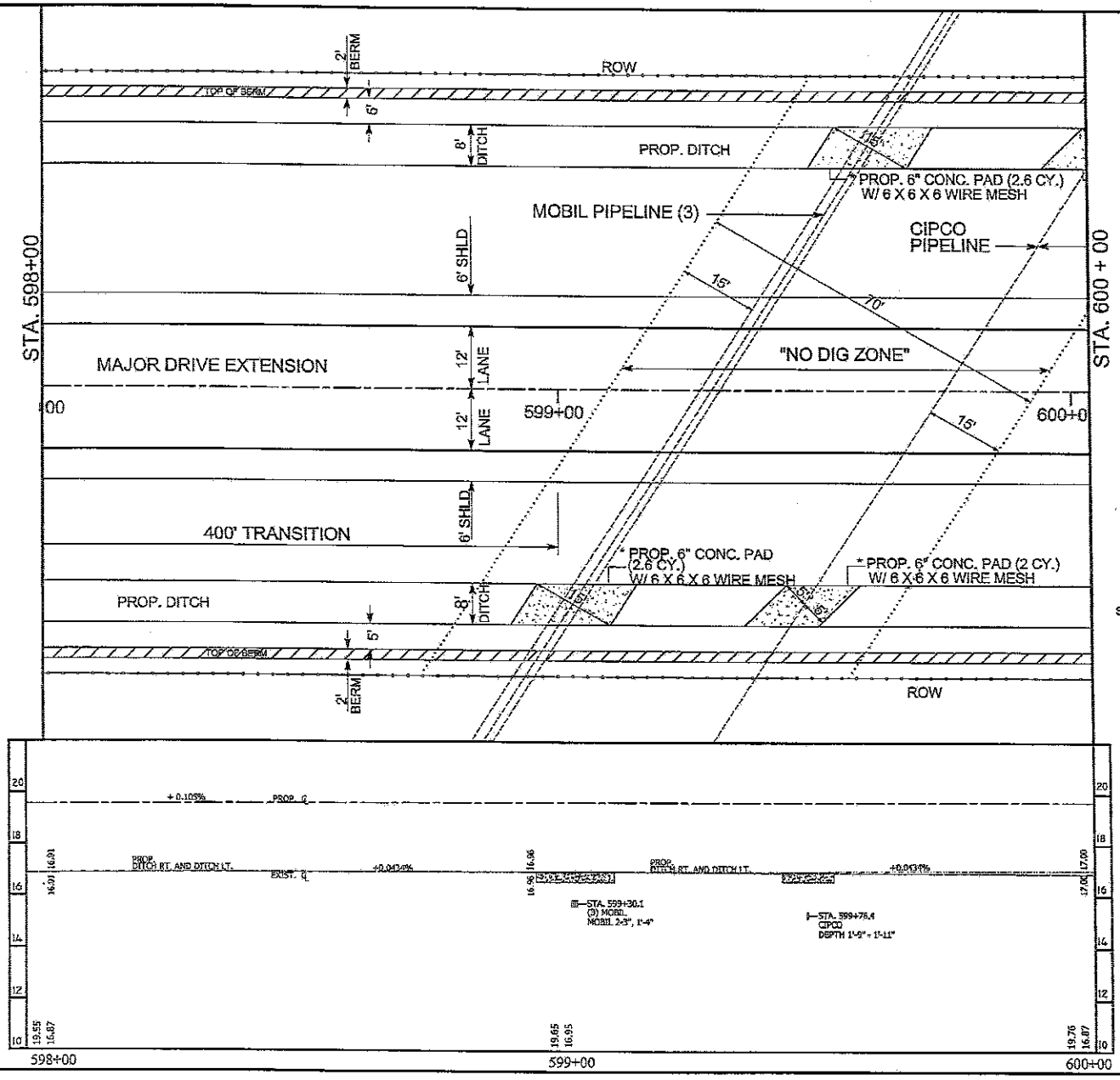
5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 13 OF 40

DESIGN	J.D.	SHEET NO. 27
CHECKED	D.R.	



PLAN

SCALE 0 10' 20'

PROFILE

SCALE 0 10' 20'

*REVISED 05/12/2016

STATE OF TEXAS
BRADLEY STEVEN STAFFORD
70807
LICENSED PROFESSIONAL ENGINEER

BRADLEY STEVEN STAFFORD, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 70807

5-16-16
DATE

JEFFERSON COUNTY

MAJOR DRIVE EXTENSION

PLAN AND PROFILE
SHEET 14 OF 40

DESIGN	J.D.		SHEET NO. 28
CHECKED	D.R.		

REVISED BID FORM

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
	0100	2001		PREPARING ROW _____ DLRS AND _____ CENTS	AC	15.00	
	0105	2043		REMOVING STAB BASE & ASPH PAV (0-6") _____ DLRS AND _____ CENTS	SY	6,192.00	
	0110	2004		EXCAVATION (ROADWAY AND CHANNEL) _____ DLRS AND _____ CENTS	CY	21,049.00	
	0164	2023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) _____ DLRS AND _____ CENTS	SY	72,193.00	
	0247	2240		FL BS (CMP IN PLACE)(TY A GR 2)(12") _____ DLRS AND _____ CENTS	SY	38,335.00	
	0260	2006		LIME TRT (EXST MATL) (6") _____ DLRS AND _____ CENTS	SY	40,327.00	
	0260	2060		LIME (HYDRATED OR COMMERCIAL)(SLURRY) _____ DLRS AND _____ CENTS	TON	871.00	
	0310	2005		PRIME COAT (MC-30 OR AE-P) _____ DLRS AND _____ CENTS	GAL	9,584.00	
	0316	2010		ASPH (CRS-2) _____ DLRS AND _____ CENTS	GAL	28,752.00	

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0316	2679		AGGR(TY-D GR-3 OR TY-L GR-3) _____ DLRS AND _____ CENTS	CY	366.00	
	0316	2850		AGGR (TY-D GR-4 OR TY-L GR-4) _____ DLRS AND _____ CENTS	CY	320.00	
	0464	2005		RC PIPE (CL III) (24 IN) _____ DLRS AND _____ CENTS	LF	208.00	
	0464	2009		RC PIPE (CL III) (36 IN) _____ DLRS AND _____ CENTS	LF	224.00	
	0467	2227		SET (TY II) (36 IN)(RCP) (4:1)(C) _____ DLRS AND _____ CENTS	EA	8.00	
	0467	2236		SET (TY II) (24 IN)(RCP) (6:1)(C) _____ DLRS AND _____ CENTS	EA	2.00	
	0467	2288		SET (TY II) (24 IN)(RCP) (6:1)(P) _____ DLRS AND _____ CENTS	EA	8.00	
	0472	2005		REMOV & RE-LAY PIPE (24 IN) _____ DLRS AND _____ CENTS	LF	48.00	
	0472	2009		REMOV & RE-LAY PIPE (36 IN) _____ DLRS AND _____ CENTS	LF	32.00	
	0496	2007		REMOV STR (PIPE) _____ DLRS AND _____ CENTS	LF	32.00	

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0500	2001		MOBILIZATION _____ DLRS AND _____ CENTS	LS	1.00	
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING _____ DLRS AND _____ CENTS	MO	12.00	
	0530	2010		DRIVEWAYS (CONC) _____ DLRS AND _____ CENTS	SY	77.00	
	0540	2002		MTL W-BEAM GD FEN (STEEL POST) _____ DLRS AND _____ CENTS	LF	37.50	
	0644	2001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) _____ DLRS AND _____ CENTS	EA	17.00	
	0644	2004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) _____ DLRS AND _____ CENTS	EA	3.00	
	0644	2006		IN SM RD SN SUP&AM TY10BWG(1)SA(U) _____ DLRS AND _____ CENTS	EA	2.00	
	0658	2500		INSTL OM ASSM (OM-4)(TWT)(WAS) _____ DLRS AND _____ CENTS	EA	4.00	
	0666	2012		REFL PAV MRK TY I (W) 4" (SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	18,973.00	
	0666	2036		REFL PAV MRK TY I (W) 8" (SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	480.00	

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	0666	2048		REFL PAV MRK TY I (W) 24"(SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	78.00	
	0666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL) _____ DLRS AND _____ CENTS	EA	8.00	
	0666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL) _____ DLRS AND _____ CENTS	EA	8.00	
	0666	2102		REF PAV MRK TY I(W) 36"(YLD TRI) (100MIL) _____ DLRS AND _____ CENTS	EA	20.00	
	0666	2105		REFL PAV MRK TY I (Y) 4" (BRK) (100MIL) _____ DLRS AND _____ CENTS	LF	1,630.00	
	0666	2111		REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	8,374.00	
	0666	2132		REFL PAV MRK TY I (Y) 24"(SLD) (100MIL) _____ DLRS AND _____ CENTS	LF	77.00	
	0672	2012		REFL PAV MRKR TY I-C _____ DLRS AND _____ CENTS	EA	49.00	
	0672	2015		REFL PAV MRKR TY II-A-A _____ DLRS AND _____ CENTS	EA	324.00	
	1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL _____ DLRS AND _____ CENTS	LF	920.00	

REVISED BID FORM (CONTINUED)

PROJECT: MAJOR DRIVE EXTENSION PROPOSAL SHEET

	1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE _____ DLRS AND _____ CENTS	LF	920.00	
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE BDS Constructors, LLC dba MK Constructors
16736 IH 10, Vidor, TX 77662

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155-0001

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor, Beaumont, TX 77701

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Major Drive Extension from SH 124 to LaBelle Road. IFB 16-008/JW

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of May, 2016

Carrie Vincent
(Witness)

BDS Constructors, LLC dba MK Constructors
(Principal) (Seal)

By: Kenneth D. Stuart President
(Title)

Christine Baker
Christine Baker (Witness)

Hartford Fire Insurance Company
(Surety) (Seal)

By:
Attorney-in-Fact Douglas N. McElveen (Title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 43-483928

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Christine Baker, Amanda McElveen, Douglas N. McElveen, Kathy Peters of LAKE CHARLES, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 24, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

www.mkconstructors.com
MK CONSTRUCTORS

16736 IH 10-Vidor, Tx 77662
(409)769-0089Phone
(409)769-1288-Fax

"Sealed Bid"

Owner:	Jefferson County Purchasing Dept.
Address:	1149 Pearl Street, 1st Floor Beaumont, Texas 77701
Project Title:	**Major Drive Extension** **From SH 124 to LaBelle Rd**
Bid Number:	IFB 16-008/JW
Due Date/Time:	May 24, 2016 11:00 A.M.
Bidder:	BDS Constructors LLC dba MK Constructors

RCVD 10:49 AM MAY 24, 2016

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

June 6, 2016

Request for Statements of Qualification (RFQ 16-013/JW)
Professional Engineering Services for the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with the attached document, RFQ 16-013/JW. Jefferson County is requesting statements of qualifications from qualified Engineering Consulting Firms that are registered in the State of Texas to provide services including but not limited to: Airside and Landside Planning, Land Surveys, Preparation of Plans, Specifications and Bid Documents, Testing, Construction Contract Administration, Construction Observation, Airport Master Planning, and other services that may be required for the Jack Brooks Regional Airport.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: http://www.co.jefferson.tx.us/Purchasing/main.htm

All submittals shall be evaluated by a Review/Selection Committee. The Review/Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the RFQ number and title included on the outside of the envelope or box. All responses shall be submitted with an original and ten (10) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CDT, July 12, 2016. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Conference Room located on the 5th Floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed in writing to: Jamey West, Assistant Purchasing Agent via fax 409-835-8456 or e-mail at: jwest@co.jefferson.tx.us.

There will be a **Non-Mandatory Pre-Proposal Conference** at 10:00 am CDT on Wednesday, June 22, 2016. The conference will be held in the Jack Brooks Regional Airport Jerry Ware Conference Room, 5000 Jerry Ware Drive, Beaumont, Texas 77705.

REQUEST NAME: **Professional Engineering Services for the Jack Brooks Regional Airport**

REQUEST NO. : **RFQ 16-013/JW**

DUE DATE/TIME: **11:00 am CDT, Tuesday, July 12, 2016**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises to participate in the qualifications submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: June 8th & June 15th, 2016

Request for Statements of Qualification (RFQ 16-013/JW)
Professional Engineering Services for the Jack Brooks Regional Airport

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Section 1. Introduction and Purpose:

Jefferson County is soliciting statements of qualifications and experience from qualified Engineering Consulting Firms (Consultants) to provide planning and engineering services for airport development, and to provide special services beyond the scope of basic design services that may be required for improvements at the Jack Brooks Regional Airport.

The Airport proposes to accomplish a number of projects as described in SECTION 4, GENERAL SCOPE OF SERVICES / SCHEDULE OF PROJECTS. The projects are expected to take place over a five-year period. The County reserves the right to re-advertise for those services not under contract. Contracts will be negotiated and approved for various phases and segments of work as federal and other funds are available.

The Jack Brooks Regional Airport's current DBE goal for 2016 is 11.51 %.

Section 2. Minimum Qualifications:

Consultants must be knowledgeable of Federal Aviation Administration policies and procedures; and be able to demonstrate experience in the various types of consultant services discussed in FAA Advisory Circular 150/5100–14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. Qualified consultants must have prepared a municipal master plan for two or more airports with operation and fleet mix within 20% of the Jack Brooks Regional Airport within the last 10 years. Qualified consultants must have experience with compatible land use planning and airport layout planning.

To be eligible to submit a response for the work, consultants must meet the following minimum requirements:

A. Must have applicable licenses and permits required by the Federal Government, the State of Texas, and Jefferson County.
B. Must have, within the last five years, provided similar services under applicable FAA guidelines and requirements and involving FAA funding.
C. Must have adequate numbers of qualified personnel readily available to accomplish the work.
D. Must have an office location within the State of Texas.

Section 3. Procedure

Firms are encouraged to submit statements of qualifications and experience to the Jefferson County Purchasing Department. The responsible Jefferson County department head for this project will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with that firm. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 4. General Scope of Services / Schedule of Projects

The general scope of work shall consist of the various types of consultant services discussed in FAA Advisory Circular 150/5100–14E. The general scope of projects may include but not be limited to the following:

A. Instrument Approach Analysis and Support

1. Determine viability of a CAT I ILS approach for Runway 16 (based on known data).
2. Analyze feasibility of relocating the ILS from Runway 12-30 to Runway 16-34.
3. Estimated time-table for transition, key points and goals.
4. Conduct an airport obstruction survey to support the development a CAT I ILS approach for Runway 16.
5. Coordinate with air carriers, airport users, FAA, and Commissioners Court.

B. Airport Reconfiguration Alternative Analysis

1. Analyze existing airport layout.
2. Develop alternative airport layouts to improve operational safety through elimination of intersecting runways, providing for parallel taxiways, and possible transition of the primary runway from Runway 12-30 to Runway 16-34.
   i. Specific attention to move all Runway Protection Zones onto airport property.
   ii. Resulting alternatives to have zero net loss of runway length.
3. Coordinate with air carriers, airport users, FAA, and Commissioners Court.
4. Develop a detailed phasing and financial plan to support the preferred alternative.

C. Electronic Airport Layout Plan (eALP)

1. Obtain recent surveys and/or survey the airport
2. Collect imagery.
3. Upload data into the FAA's web-based FIS (AGIS) database.
4. Coordinate with Airport and others to maintain ALP accuracy.

D. Airport Master Plan

1. An update of the 2007 Airport Master Plan to reflect current conditions and revisions to be consistent with current County grant requirements, the County Plan, and other policies regarding airport development.
2. Strategies for containing aviation noise within airport property.
3. Strategies for recruiting diverse aviation related businesses to the airport.
4. Recommendations for appropriate zoning for airport property and adjacent properties.
   i. Ability to include current aviation zoning of non-airport property.
5. Recommendations and planning to update and draft airport minimum standards.

E. Engineering and Other Services for Airport Development.

1. Capital Improvement
   i. Financially Feasible and Realistic
2. Airfield Pavement (maintenance, rehabilitation and design)
3. Drainage
4. Airfield Electrical
5. Navigational Aids
6. Buildings and Facilities
7. Landside Improvements
8. Operational Use Studies
9. Environmental Assessments

SCHEDULE OF PROJECTS

The projects anticipated over the next five years may include but are not limited to the following:

A. Desktop Feasibility Study – CAT I ILS viability to Runway 16-34
B. ILS and MALSR Relocation
C. Airport Reconfiguration Alternative Analysis
D. Runway and Taxiway Improvements (pavement, lighting, marking, construction)
E. Airfield Electrical Improvements (Vault, Airfield lighting, etc.)
F. Environmental Assessments
G. Passenger Boarding Bridge (Suitability, Design, Bidding)
H. Airfield Grading and Drainage Improvements
I. Airport Layout Plan (ALP) Updates
J. Airport Master Plan Update
K. Apron Improvements
L. Overall Frontage Development Impacts on Airport

The above Schedule of Projects is included in this RFQ to be considered only as an *"anticipated"* schedule, as the needs and priorities of the Jack Brooks Regional Airport are subject to change within the duration of a contract for Engineering Services awarded under this RFQ.

Section 5. Submittal Format:

Consultants shall submit one original and (10) copies of the response providing the following information:

A. Present capability to achieve proposed work. Information should reflect knowledge of FAA regulations, policies and procedures.
B. Experience in performing similar projects under FAA guidelines involving federal funding.
C. Project team and key personnel, including resumes.
D. List of references on similar projects currently in process or which have been accomplished over the past five years.
E. Statement regarding an Affirmative Action Program and proposed DBE participation.

Section 6. Laws and Regulations

The Engineering Consulting Firm awarded services under this RFQ must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 7. Insurance

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.

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

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

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

Minimum Insurance Requirements

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

Property Insurance (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 Section 8 Below)

Section 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.

Section 9. Qualifications Statement Requirements

Firms desiring to be considered for Engineering Services as described in this RFQ are required to submit a Statement of Qualifications and Experience in order to be considered. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. Proposed project management structure determining key personnel and sub-consultants (if any).
10. Qualifications and recent, relevant experience (past five years) of the firm, key personnel and sub-consultants relative to the performance of recent relevant similar services for aviation planning purposes.
11. Technical approach, a detailed discussion of the tasks or steps to accomplish proposed projects
12. Proposed projects schedule, including major tasks and target completion dates.
13. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
14. Describe reasons why the firm would be uniquely qualified to provide Engineering Consulting Services to Jefferson County.
15. Describe any unique services offered by your firm.
16. List of in-state references including the name, address, and phone number of the person most clearly associated with the firm's prior performance of similar airport planning projects. A reference form is included on Page 12.

Section 10. Additional Information

Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 11. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.

3. The Engineering Consulting Firm (Consultant) shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by Consultant under contract shall be made available to any individual or organization by the Consultant without the prior written approval of the County.

5. 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

Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Qualifications Submission.

6. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** (for contracts under this RFQ**)** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor (for a contract under this RFQ) to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

7. Minority-Women Business Enterprise Participation

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

Section 12. Submittal Evaluation and Evaluation Criteria

Each Consultant meeting the Minimum Qualifications will be evaluated, using the following criteria:

A. Capability to perform all aspects of planning and engineering with knowledge of FAA regulations, policies, and procedures.

B. Comparable current and completed projects, within the past five years, accomplished by current staff and key personnel to be assigned to projects.

C. Professional background of key personnel and experience in airport planning and engineering.

D. Ability to meet schedules and deadlines, and reputation for timeliness, quality of performance and work product.

E. Technical approach to design and construction management of airport projects.

F. References.

MAXIMUM POINTS	EVALUATION CRITERIA
15	1. Capability to perform all aspects of planning and engineering with knowledge of FAA regulations, policies, and procedures.
20	2. Comparable current and completed projects, within the past five years, accomplished by current staff and key personnel to be assigned to projects.
20	3. Professional background of key personnel and experience in airport planning and engineering.
15	4. Ability to meet schedules and deadlines, and reputation for timeliness, quality of performance and work product.
20	5. Technical approach to design and construction management of airport projects.
10	6. References.

20 points maximum for interview, if needed.

Section 13. Selection Committee

Because of the diversity of the departments and activities of the County, the responsible department head will appoint the selection committee for this project. Typically, the committee will consist of at least one professional in the task required, a representative of the Purchasing Department, and a representative of the Jack Brooks Regional Airport. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in selecting the most qualified firm to accomplish the work required.

Section 14. Submission Requirements

Responses are to be sealed and addressed to the Purchasing Agent with the RFQ number and title included on the outside of the envelope or box.

One original and ten (10) hard copies, of the qualifications statements shall be mailed or delivered to:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
Attn: Deborah L. Clark, Jefferson County Purchasing Agent

All submissions must be received by 11:00 am CDT, Tuesday, July 12, 2016.

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Responses will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Offerors will be read aloud.

Please direct questions to Jamey West, Assistant Purchasing Agent at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us.

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

County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 23rd & 26th	Friday & Monday	Christmas

Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Respondent Shall Return Completed Form with Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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.

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

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 2016

_____
Notary Public

State of _____

My Commission Expires: _____

Respondent Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Hill Country Pest Control	For clarification of this offer, contact:
Company Name	
877 Harper Road	Sarah McElwee
Address	Name
Austin Texas 78028	512.288.1007 512.891.0002
City State Zip	Phone Fax
[signature]	sarah@pestmanagementcorp.com
Signature of Person Authorized to Sign	E-mail
Sarah McElwee	
Printed Name	
Director	
Title	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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. 16-007/YS, Re-Bid 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

June 6, 2016
Date

Attest:

By: Deputy Clerk
Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

ATTACHMENT A

IFB 16-007/YS
Re-Bid Term Contract Termite Treatment for Jefferson County

Item	Location	Square Footage	Price Per Square Foot	Total
1	Jefferson County Courthouse - Historic Portion	115,490	$0.04	$4,619.60
2	Jefferson County Courthouse - New Portion	140,937	$0.05	$7,046.85
3	Jefferson county Annex I - Beaumont	31,784	$0.05	$1,589.20
4	Jefferson County Annex II - Beaumont	17,197	$0.09	$1,547.73
5	Jefferson County Annex IV - Beaumont	20,000	$0.06	$1,200.00
6	Jefferson County Subcourthouse - Port Arthur	15,394	$0.13	$2,001.22
7	Jefferson County Annex III - (Health & Welfare, CSCD) - Port Arthur	14,300	$0.09	$1,287.00
8	Precinct #3 Service Center (office only)	3,500	$0.32	$3,500.32
9	Mid County Office Building	6,120	$0.29	$1,774.80
10	Jefferson County Hamshire Building	2,858	$0.10	$285.80
11	Minnie Rogers Juvenile Justice Center - Beaumont	12,850	$0.27	$3,469.50
12	Mid County Tax Office	2,476	$0.24	$594.24
13	Precinct #2 Service Center	14,400	$0.11	$1,584.00
14	Jack Brooks Regional Airport - Terminal	19,579	$0.19	$3,720.01
	Total of All Buildings			$31,839.95
	Additional Warranty (cost per year) and terms			$3,184.00 Terms: Annual warranty may be renewed for the next 4 years if both parties agree and if Jefferson County pays Hill County Pest Control a renewal fee in the amount stated to the right (above). An annual inspection will take place once the warranty fee has been paid. Due to the nature of the construction of this property, this Agreement does not guarantee against present or future damage to the property or contents nor provide for repairs or compensation thereof.
				Hill Country Pest Control 877 Harper Road Kerrville TX 78028 ph: 512-288-1007 fx: 512-891-0002 Attn: Sarah McElwee sarah@pestmanagementcorp.com

CONTRACT RENEWAL FOR IFB 12-020/JW TERM CONTRACT FOR FIRE SPRINKLER, FIRE PUMP, KITCHEN HOOD SUPPRESSION AND HALON 1301 FIRE SUPPRESSION INSPECTION FOR JEFFERSON COUNTY

The County entered into a contract with Firetrol Protection Systems, Inc. for one (1) year, from July 2, 2012 to July 1, 2013 , with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from June 28, 2016 to June 27, 2017.

ATTEST:

By: Susan Deanne, Deputy
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Firetrol Protection Systems, Inc.

(Name)

CONTRACT RENEWAL FOR IFB 15-011/JW
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Excel Medical Waste for one (1) year, from June 29, 2015 to June 28, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from June 28, 2016 to June 27, 2017.

ATTEST:

By: Susan Deanne, Deputy Clerk
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Excel Medical Waste

Mike Dyess
(Name)

CONTRACT RENEWAL FOR IFB 15-011/JW
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Industrial Transportation Waste LLC for one (1) year, from June 29, 2015 to June 28, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from June 28, 2016 to June 27, 2017.

ATTEST:

By: _____, Deputy Clerk
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

_____
Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Industrial Transportation Waste LLC

_____
(Name)

CONTRACT RENEWAL FOR IFB 15-011/JW
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Republic Services of Beaumont for one (1) year, from June 29, 2015 to June 28, 2016, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from June 28, 2016 to June 27, 2017.

ATTEST:

By: Jessica Beaumont, Deputy Clerk
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Republic Services of Beaumont

(Name)
Bill Voigtman, G.M.

435

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7
GRANTEE CONTRACT NO. DRS010219 P.O. NO. 058189

CONTRACTOR: MK CONSTRUCTORS
MONTHLY ESTIMATE NO.18 (Retainage)
ORIGINAL CONTRACT AMOUNT: $2,961,035.00
CURRENT CONTRACT AMOUNT: $3,157,614.03
CONTRACT DATE: December 9, 2013
WORK COMPLETED: 100%

PERIOD ENDING: 5/10/2016
CONTRACT WORKING DAYS: 266
CONTRACT DAYS USED: 232
CONTRACT TIME USED: 87%

BID ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITIES	COMPLETE	UNIT COSTS	CONSTRUCTION ITEM TOTAL COSTS
1	MOBILIZATION	LS	1.0	1.00	$77,700.00	$77,700.00
2	CLEARING AND GRUBBING	ACRE	3.0	3.00	$10,000.00	$30,000.00
3	CHANNEL EXCAVATION	CY	19,250.0	19,250.00	$6.50	$125,125.00
4	ENTRANCE STRUCTURE	LS	1.0	1.00	$1,735,000.00	$1,735,000.00
5	50' BRIDGE	LS	1.0	1.00	$315,000.00	$315,000.00
6	6" CONCRETE LINER	SY	11,280.0	11,650.00	$57.00	$664,050.00
7	TEMPORARY FENCING	LF	500.0	500.00	$49.00	$24,500.00
8	TRENCH SAFETY SYSTEM	LF	4,000.0	4,000.00	$0.10	$400.00
9	GRADING AND SEEDING	ACRE	3.0	3.00	$1,450.00	$4,350.00
10	STORM WATER COMPLIANCE	LS	1.0	1.00	$6,000.00	$6,000.00
				TOTAL BASE		**$2,982,125.00**

CHANGE ORDER

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITIES	COMPLETE	UNIT COSTS	CONSTRUCTION ITEM TOTAL COSTS
1	Added (1x3) Rock @ Outfall	TON	143.0	105.51	$53.00	$5,592.03
2	Electrical Modifications	LS	1.0	1.00	$8,410.00	$8,410.00
3	Overshot Gate Motor Actuators	LS	1.0	1.00	$2,896.00	$2,896.00
4	Seal Slabs	LS	1.0	1.00	$26,390.00	$26,390.00
5	Helical Tie-Back Extensions	LS	1.0	1.00	$35,290.00	$35,290.00

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6	60" ADS Pipe Collar / Extension	LS	1.0	1.00	$22,918.00	$22,918.00
7	Install (4) Conc Wingwalls @ Bridge	LS	1.0	1.00	$36,176.00	$36,176.00
8	Install T631LS Galv Traffic Rail @ Bridge	LS	1.0	1.00	$15,377.00	$15,377.00
9	Install 18" Rip Rap @ Intake	TONS	80.0	80.00	$82.00	$6,560.00
10	Install 3"x5" Rip Rap @ Intake	TONS	15.0	15.00	$53.00	$795.00
11	Install Timber Post Cable Barrier	LS	1.0	1.00	$7,985.00	$7,985.00
12	Install Razor Wire Extensions	LS	1.0	1.00	$2,400.00	$2,400.00
13	Install Fence Overhangs	LS	1.0	1.00	$1,500.00	$1,500.00
14	Install Electric J-Box for Entergy	LS	1.0	1.00	$3,200.00	$3,200.00
				TOTAL BASE		**$175,489.03**

TOTAL AMOUNT OF WORK DONE	$3,157,614.03
MATERIALS ON HAND NOT IN PLACE	$0.00
SUBTOTAL	**$3,157,614.03**
NO RETAINAGE (0%)	$0.00
SUBTOTAL	**$3,157,614.03**
LESS SPECIAL DEDUCTIONS	$0.00
LESS LIQUIDATED DAMAGES	$0.00
LESS PREVIOUS PAYMENTS	$2,999,733.33
AMMOUNT DUE THIS ESTIMATE	**$157,880.70**

APPROVED BY:

Kenneth Stewart
KENNETH STEWART
MK CONSTRUCTORS

5.10.16
DATE

CODY CROLEY
CARROLL & BLACKMAN, INC.

5/22/16
DATE

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

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Texas General Land Office - Disaster Recovery

Certificate of Construction Completion (Form 6-9) (Revised: 7/11/12)

(SUBMIT ONE FOR EACH PRIME CONSTRUCTION CONTRACT)

Grantee: Jefferson County GLO-DR Contract No: 10-5153-000

DRS Grant No: DRS015005

This is to certify that a final inspection of the project described below was conducted on the 16 day of May, 2016.

Contract was entered into on the 12th day of November, 2013 between the city / county of Jefferson County and MK Constructors for the construction of Main B Diversion.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders and supplemental agreements thereto, with the following exceptions:

No exceptions

2. The sum of $ 0, deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.

4.

Amount of Original Contract	$2,961,035
Cumulative Change Orders	$196,579.03
Final Amount of Contract	$3,157,614.03
Less Previous Payments	$2,999,733.33
Less Deductions (from #2 above)	$0
FINAL PAYMENT (Balance)	$157,880.7

5. The Final Payment in the amount above is now due and payable.
6. Final Quantities:

Activity Code	Project Name (from Performance Statement)	Description (What is your Activity)	Qty	Metric
5 - Flood and Drainage Facilities	Main B Diversion	New drainage lateral	1,615	Linear Feet

For assistance with completing the above table: See GLO site Non-Housing Forms (Appendix 1: Performance Table)

Certified by:

Engineer Signature	Contractor Signature	C.E.O. - Signature
Engineer Name - Printed	Contractor Name - Printed	C.E.O. Name - Printed
Title	Title	Title
Firm	Firm	City / County of

Kenneth D. Stewart
CHRIS C. COLBY
PROJECT MANAGER
LJA ENGINEERING, INC.
KENNETH D. STEWART
PRES.
MK CONSTRUCTORS

ALL Industries, Inc.

P.O. Box 508
Nederland, Texas 77627
Phone 409-722-8400
Fax 409-722-5497

Estimate

Date	Estimate #
1/12/2016	1531

Name / Address
Jack Brooks Regional Airport 4875 Parker Dr Beaumont, Texas 77705

Terms
Due on receipt

Item	Description	Qty	Rate	Total
1117	Provide labor, materials, equipment and trucking to demo 2 (two) tarmac to walk thru door @ wall for Jack Brooks Regional Airport All debris removal. We appreciate the opportunity! This project has been quoted on a 40 hour work schedule.		10,752.00	10,752.00

Subtotal	$10,752.00
Sales Tax (8.25%)	$0.00
Total	$10,752.00

"Regulated by The Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711 1-800-803-9202, 512-463-6599: website: www.license.tx.us/complaints"

SAFE Boats International, LLC

8800 Barney White Road
Bremerton, WA 98312
Phone: 360-674-7161 Fax: 360-674-7149
www.safeboats.com

- Domestic

3-Mar-16

Service-Texas

QUOTE # S1603-Jeffe

Option :
Revision: 0

CUSTOMER		SHIPPING ADDRESS	
Customer:	Jefferson County Sheriff's Departm	**Customer:**	Jefferson County Sheriff's Department
P.O.C. Name:	Tood Richards	**Address 1:**	Todd Richards
P.O.C. Phone/Fax:	409-210-0794	**Address 2:**	4640 Hanger Drive
Email:	trichards@co.jefferson.tx.us	**City/State/Zip:**	Beaumont, TX 77705
Hull #:	#1187, #1188	**POC:**	Todd Richards
		Phone Number:	409-210-0794

Work Description

The SOW consists of modification of (2) Aft Facing Seat Bolsters to accommodate upgraded SHOX seats. The forward face of each bolster will need to be cut back approximately 6" to leave enough space between the helm/dash face and the knees of the operator/coxswain and passenger/navigator. Dates for work will be determined once a purchase order has been received.

TRAVEL	UOM	# of Units	# of Men	Rate	Total	
Transport to/from airport (Seattle)	RT	1	2	$125.00	$250.00	
Flights	RT	1	2	$650.00	$1,300.00	
Excess Baggage Fees	RT	1	2			
Transportation at worksite	Day	12	n/a	$56.00	$672.00	
Hotel	Night	11	2	$250.00	$5,500.00	
Per Diem - 1st/Last Day of Travel	Day	2	2	$71.00	$284.00	
Per Diem 2 - Destination	Day	10	2	$64.00	$1,280.00	
					TOTAL TRAVEL	$9,286.00

LABOR	UOM	# of Units	# of Men	Rate	Total	
Labor	Day	8	2	$1,250.00	$20,000.00	
Labor - Travel	Day	2	2	$800.00	$3,200.00	
Labor - Prep & Logistics	Hr.	8	1	$125.00	$1,000.00	
					TOTAL LABOR	$24,200.00

ODC'S	UOM	# of Units	# of Men	Rate	Total	
XS1030-1	ea	2		$8,134.18	$16,268.36	
HDWR (Miscellinous Hardware)	ea	2		$125.00	$250.00	
					TOTAL ODC's	$16,518.36

SUBTOTAL	**$50,004.36**
0% Sales Tax	
Shipping	$7,000.00
TOTAL	**$57,004.36**

NOTE:

- No Sales or Use taxes are included in this quote amount. In states where nexus does not apply, customer is responsible for paying all applicable sales and use taxes.
- Once a Purchase Order is received from customer work will be scheduled and agreed upon by both parties. Quote is valid for 45 days.
- This Estimate or ROM is provided for planning purposes only. Contact the requestor below if a firm quote is required.

POC: Mike Christ Cell: (360) 340-0249 Desk: (360) 674-7161 x1155 Email: mikec@safeboats.com

THOMSON REUTERS

May 26, 2016

Carolyn Guidry
Jefferson County Clerk
1001 Pearl Street
Beaumont, TX 77704

Re: Sole Source Statement

Dear Ms. Guidry:

Under Statement of Work TX2012.001.01 between the County and Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov"), we contracted to provide digital conversion of microfilm images and indexing services and to load the finished records into the TRTA Gov Aumentum records management software used by the County Clerk.

An initial step in the process of the digital conversion of microfilm images involves a quality review and grading of the digitized images. During this step we found that a significant number of microfilm rolls and images of Photostat books had aged and produced low quality images. To test if microfilm was the best source media available for these records, we conducted a review of the original paper Photostat books and digitized several samples.

The samples produced a significantly better quality image and with Statement of Work TX051016JC we are proposing to scan Deed and Mortgage & Lien Photostat books onsite at the County and insert these images into the original project in place of the microfilm images. Once substituted we will then apply the additional enhancement services contracted under the original project.

The ability to target and insert the new images into the project at this stage in the process and to seamlessly perform the balance of the contracted services is available only through TRTA Gov to Jefferson County on a sole source basis. With this change TRTA Gov will not charge the County for any repeat services for the microfilm previously digitized by TRTA Gov. The fees for this Statement of Work are only for the substitute scanning of the paper books onsite at the County.

If there are any questions, I can be reached at 972.839.7415 or by email at john.rickerby@thomsonreuters.com.

Sincerely,

John Rickerby
TRTA Gov

STATEMENT OF WORK TX051016JC

JEFFERSON COUNTY, TEXAS

SCANNING OF PHOTOSTAT BOOKS

Version 1.2

May 12, 2016

Manatron, Inc. – A Thomson Reuters Business

Prepared by: John Rickerby

THOMSON REUTERS

Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government

Records Management Division

1807 Braker Lane, Suite 400

Austin, Texas 78758

Tel.: (866) 917-4354

Fax: (512) 833-8343

Thomson Reuters Tax & Accounting, Government

Corporate Headquarters

510 East Milham Avenue

Portage, Michigan 49002

Tel.: (866) 567-2900

Fax: (269) 567-2930

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PROJECT SUMMARY

Project:	On-site scanning of Photostat books
Project Site:	Jefferson County 1001 Pearl Street Beaumont, Texas 77701
County Contact:	Carolyn Guidry, County Clerk (409) 835-8475 cguidry@co.jefferson.tx.us
Target Date of Implementation:	Detailed schedule with agreed-upon dates to be delivered in the planning phase of the project.
Scope:	The scope of this project addresses the on-site scanning of Deed and Mortgage & Lien Photostat books, as follows: Handwritten Deed Books D, G, H, I, J, P, Q, R and Z (9 books with an estimated 500 pages per book) Deed Books 565 – 1501 (937 books with an estimated 640 pages per book) Mortgage & Lien Books 438 - 1225 (788 books with an estimated 500 pages per book) An estimated total of 998,180 JPEG images will be scanned and converted to TIFF.
Technology:	No additional hardware is required.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and the Jefferson County, Texas County Clerk (the "County").

PROJECT OVERVIEW

This Statement of Work ("SOW") defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to implement various initiatives for the County. This statement of work describes the work that TRTA Gov is responsible for implementing. The scope of this project includes the on-site scanning of Deed and Mortgage & Lien Photostat books. The original Photostat books are vastly superior to the microfilm and should be scanned. TRTA Gov will not charge the County for any repeat services for the Deed books since those were previously processed by TRTA Gov from film. TRTA Gov will re-process the Deed books at no additional charge; the fees in this SOW are only for scanning the books on site. Upon SOW signing, a project schedule will be developed between TRTA Gov and the County.

COUNTY REQUIREMENTS

The County will provide a 6' x 12' space inside the County building near the vault with access 24 hours per day, 7 days a week, electricity, lighting and heat/air to allow on-site scanning. If on-site access is not available 24/7 within the County building, the County will provide a 8' x 22' parking space on County property near the vault with 24/7 access and electricity to allow on-premise scanning in a mobile scan center. If on-site or on-premise time is less than 24/7, the time and investment to complete this project will change according to the hours and days access is available.

SCOPE STATEMENT

- **On-Site Scanning** – TRTA Gov will provide all necessary hardware, software, staff, project managers and a mobile scan center to perform scanning at the County's facility 24 hours per day, 7 days a week. If on-site or on-premise time is less than 24/7, the time and investment to complete the project will change according to the hours and days that access is available.
- **Book Inventory** – TRTA Gov staff will create an inventory report of all the books that require capture. The report will contain the type of book and book number.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, TRTA Gov can sort or prep them for $25.00 per hour. If pages are too fragile to handle, TRTA Gov will bring this to the County's attention and recommend a book restoration and binding company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left and right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders, and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut, and the pages and binder will remain intact. Pages will be scanned on a book scanner at 300 dpi and are saved as color JPEG images. TRTA Gov's book scanners will capture two pages (left and right) per image and utilize book cradles to hold pages level. A glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, typed and Photostat pages are removed from mechanical binders and are scanned in color at 300 dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection** – TRTA Gov's on-site staff will inspect 100% of the images to ensure that none of the pages are missing, overlapping, cut off or out of focus. Any missing, overlapping, cut-off or out-of-focus images will be re-scanned at no charge prior to the on-site team leaving the premises.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300 dpi single-page black and white TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero-filled eight-digit number and stored in folders named by the document type and book number.

PROJECT SCOPE/VOLUME ASSURANCE

In the case that TRTA Gov processes a number of records and TRTA Gov identifies a remaining volume of images to be processed that equals a total number of images greater than 5% of the original estimate, TRTA Gov will recognize a "Red Light" project status, signalling a stop in processing. TRTA Gov will estimate the new total number of images to be processed

and will contact the County to communicate the updated estimate. TRTA Gov will produce an addendum to reflect the increases/changes from the original estimate(s) for this project, the updated pricing, and the impact the increase/changes will have on the project, including billing and delivery dates. Upon County acceptance and sign-off of the addendum, TRTA Gov will recognize "Green Light" project status and proceed with the project.

PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Carolyn Guidry, County Clerk	County Sponsor	Office: (409) 835-8475 Email: cguidry@co.jefferson.tx.us	Accepts deliverables; approves change.
Dan Cullerton	TRTA Gov Sponsor	Office: (269) 388-2514 Email: dan.cullerton@tr.com	Point of escalation; approves change.
TBD	TRTA Gov Project Manager	Office: Email:	Monitors schedule and deliverables; coordinates responsibilities.
TBD	TRTA Gov Technical Resource	Office: Email:	Technical expert; database/application maintenance.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PRODEDURES

COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of any project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically and are available upon request.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

NOTICE

TRTA Gov reserves the right to subcontract work as it deems necessary to perform the services detailed in this SOW. TRTA Gov shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

A "Change of Scope" is defined as a change to any of the following:

- A change to the number of books, film rolls or cards to be processed;
- A change in the document types to be processed;
- A change in the order/priority of items to be processed;
- A change to the fields to be indexed or the rules by which they are indexed;
- A change to the number of loads made to Aumentum;
- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov's Change Management System. The County or TRTA Gov can initiate these change requests or addendums. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov's evaluation shall be added to and become part of the change request. If TRTA Gov's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

PROJECT PRICING

TRTA Gov will provide the services described in this statement of work for the price specified below. Pricing is per item, and the estimate below is based on initial understanding of scope. The number of items provided is only an estimate. Billing will be for the actual number of items processed and delivered during the project.

SCANNING OF DEED AND MORTGAGE & LIEN BOOKS

Item	Estimated Quantity	Unit Price	Estimated Total Price
Scanning of JPEG images and conversion to TIFF	998,180 images	$0.075	$74,863.50

BILLING

The County will be billed for the actual number of items processed. Invoices will be issued upon the completion of each batch, as specified in Acceptance Forms 1 and 2.

ATTACHMENT 1 – AGREEMENT TO SOW

STATEMENT OF WORK AGREED UPON AND ACCEPTED

Agreement and Acceptance

This Statement of Work will confirm all requests for professional services as outlined and at the prices indicated.

This SOW will be addendum to existing Statement of Work TX2012.001.01SOW between the County and TRTA Gov. All the terms and conditions of that agreement will pertain except as modified herein.

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this statement of work is to be handled through TRTA Gov's Change Management Process.

(The entirety of any digital images and indexes created during this project are the exclusive property of Jefferson County, Texas. TRTA Gov will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this SOW.)

This agreement is not effective until executed by both parties.

Signatures

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME: Jeff R. Branick	PRINTED NAME: Brian A. Wilson
TITLE: County Judge	TITLE: Vice President, Finance
DATE: June 6, 2016	DATE: June 2, 2016

ATTEST Deputy Clerk
DATE

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTACHMENT 2 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 –
SCANNING (BILLING ACCEPTANCE FORM)
BATCH DELIVERY ACCEPTANCE CRITERIA

BATCH NO. _____

Purpose
The purpose of this acceptance form is for the County to provide acceptance of scanning services and billing for this batch.

Outputs

- TRTA Gov has completed scanning services for this batch as detailed in this SOW.
- There were _____ images delivered for this batch.
- This batch included: ☐ Deed book images ☐ Mortgage & Lien book images
- The County will start the thirty-calendar-day review and verification of the images.
- The County will document all errors discovered within the thirty-calendar-day review period.
- TRTA Gov will remediate all submitted errors within ten business days.

Scanning services for this batch were completed on the following date: _____

Billing
The County agrees to be billed for 75% of the value of this batch, as follows:

_____ images x $0.075 per image x .75 = $_____

Signatures
By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 2 –
SCANNING (BILLING ACCEPTANCE FORM)
BATCH FINAL ACCEPTANCE CRITERIA

BATCH NO. _____

Purpose

The purpose of this acceptance form is for the County to provide acceptance of scanning services and billing for this batch.

Outputs

- The County has completed the thirty-calendar-day review and verification of the images.
- The County has documented all errors discovered within the thirty-calendar-day review period.
- TRTA Gov has remediated all submitted errors within the ten-business-day remediation period.

These items were completed on the following date: _____

Billing

The County agrees to be billed for 25% of the value of this batch, as follows:

_____ images x $0.075 per image x .25 = $_____

Signatures

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 –
PROJECT FINAL ACCEPTANCE CRITERIA (NON-BILLING ACCEPTANCE FORM)

Purpose

The purpose of this acceptance form is for the County to agree that this project is complete.

Outputs

- TRTA Gov has completed all the services detailed in this SOW;
- The project detailed in this SOW is complete.

These services were completed on the following date: _____

Actual Total Project Price

$_____

Signatures

By signing this acceptance document, the County and TRTA Gov agree that the project detailed in this SOW is complete. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

TCT INDUSTRIES, INC.
P O Box 338
Vidor, TX 77670-0338
(409) 769-4900 fax(409) 769-4343
TACLB022450C

Proposal

Date
5/23/2016

Name / Address
JEFFERSON COUNTY MAINT. DEPT 1149 PEARL ST. BEAUMONT, TX. 77701 Contact DAVID KNIGHT asolis@co.jefferson.tx.us 409-749-4504 Fax 409-835-8525

Project Name
SHERIFF DEPT

Description	Total
TCT INDUSTRIES, INC. IS PLEASED TO QUOTE TO YOU THE FOLLOWING FOR THE SHERIFF DEPT. RADIO TOWER ON HIGHWAY 73: TO REMOVE (4) EXISTING WALL PACKAGE UNITS. TO REPLACE WITH (4) NEW BARD WALL PACKAGE UNITS. LABOR AND MATERIALS:	14,588.00
** Sales Tax is not included in this proposed price, and will be added if a valid Sales Tax Exemption Certificate or Resale Certificate is not provided upon acceptance of this proposal. **	

Sales Tax (8.25%)	$0.00
Total	$14,588.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. TCT Industries, Inc. will not be responsible for any mold or mildew.
ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing the work be done as specified.

This proposal may be withdrawn if not accepted within 30 days.

Regulated by the TEXAS DEPT OF LICENSING & REGULATIONS
PO Box 12157 Austin, TX 78711 800-803-9202 512-463-6599

Customer Signature _____

Jefferson County
District Clerk's Office
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527

Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

Jamie Smith
District Clerk

Dear Fran,

I am requesting to transfer $7,000.00 from account 120-2031-414-50-77 to account 120-2031-414-60-01 to cover the expense of purchasing the IVR system (I-Jury – see attached).

Respectfully,

Jamie Smith
Jefferson County District Clerk

ConvergeOne

Page #: 1 of 1
Document #: OP-000227320
SO-000232023
Date: 5/24/2016
Contract #:

Solution Summary

OfficeLinx v2

Customer:	Jefferson County	**Primary Contact:**	
Ship To Address:	,	**Email:**	
Customer ID:		**Phone:**	
Customer PO:		**National Account Manager:**	Jessica Jacobs
		NAM Email:	JJacobs@convergeone.com
		NAM Phone:	+16513933698

Solution Summary	Current Due	Total Project
Software	$348.48	$348.48
Professional Services	$35,651.52	$35,651.52
Project Subtotal	**$36,000.00**	**$36,000.00**
Estimated Tax	NOT INCLUDED	
Estimated Freight	NOT INCLUDED	
Project Total	**$36,000.00**	**$36,000.00**

This Solution Summary summarizes the Document(s) that are attached hereto and such Document(s) are incorporated into this Solution Summary by this reference. Customer's signature on this Solution Summary (or Customer's issuance of a purchase order in connection with this Solution Summary) shall represent Customer's agreement with each attached Document and acknowledgement that the attached Document(s) are represented accurately by this Solution Summary. Each Document is governed by that certain agreement as stated within that individual Document.

The pricing on this Summary page is valid for thirty (30) days. All prices are subject to change without notice.

This order is a configured order and/or contains software.

Special Comment to Solution Summary:

DIR-TSO-2687
IVR 1 Juror Call In & IVR 2 Juror Call Out SOW correlates with this Quote and Signature line.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	SERVICES-103	Remote PM		1	$1,518.99	$1,518.99
2	NTE980JB	SIP Access Port eAuth License		4	$87.12	$348.48
3	SERVICES-102	IVR 1-Juror Call-In		1	$15,187.38	$15,187.38
4	SERVICES-102	IVR 2-Juror Call-Out		1	$10,666.67	$10,666.67
5	SERVICES-101	Nortel Configurations		1	$8,278.48	$8,278.48

CONFIDENTIAL AND PROPRIETY INFORMATION OF CONVERGEONE HOLDINGS CORP.

ConvergeOne

Jefferson County OfficeLinx IVR

Document #: OP-000227320
SO-000228668

See below the statement of work and project cost for Jefferson County.

Project expectations also include implementation of 2 Custom IVR Applications: Jefferson County Juror Call-In IVR and Jefferson County Juror Call-Out IVR.
All worked to be completed remotely

Custom IVR Development Parameters and Assumptions:

Jefferson County Juror Call-In IVR

- The Jefferson County Juror Call-In IVR is accessible from up to one (1) telephone number.
    - The customer is responsible for telephone system administration, routing and management of toll-free or local access.
- The Call-In IVR will be engineered to support a maximum of 4 concurrent inbound calls.
- An existing customer provided SQL 2012 Server Database holds juror information and is accessible through web service defined, supported and provided by the customer.
- The IVR will prompt for DTMF entry of PIN and Date of Birth. Text to Speech verification of Date of Birth has **NOT** been requested.
- Sequence of inbound call steps:
    - Welcome the caller
    - Prompt for DTMF entry of PIN
    - Prompt for DTMF entry of Date of Birth
    - Invoke the customer provided web service
    - Parse 6 values for playback: Court Assignment, Location of Court, Judge, Codes for Recording Playback, Date, and Time of Court Session
    - Play back of static announcements
        - "You are assigned to <court> at <address> with Judge <name> at <date and time>"
          Or
        - <cancelled >."
        - Text to Speech has **NOT** been requested
    - The customer will provide a web service for logging inbound call to the database

Jefferson County Juror Call-Out IVR

- The Jefferson County Juror Call-Out IVR will be triggered by an inbound call and DTMF PIN entry.
    - The customer is responsible for telephone system administration, routing and management of toll-free or local access.
- The Call-In IVR will be engineered to support a maximum of 4 concurrent outbound calls; 100 call-outs are expected each day
- An existing customer provided SQL 2012 Server Database holds juror information and is accessible through web service defined, supported and provided by the customer.
- The customer IVR administrator will finalize court sessions in an existing customer managed database
- The customer will place a CSV formatted file local to the OfficeLinx IVR Server
    - The CSV file will contain the contact number, Court Assignment, Location of Court, Judge, Codes for Recording Playback, Date, and Time of Court Session
    - The CSV file will be named by month day year (e.g. January 15 2016 will be 01152016.csv)
- Processing of the CSV by the IVR will be triggered by inbound call, PIN and availability of the date stamped file.
- The IVR will outcall, speaking the following parameters from pre-recorded announcement.
- The IVR will wait for confirmation DTMF digit on answer and then play pre-recorded announcements for:
    - Welcome the caller
    - Invoke the customer provided web service
    - Parse 6 values for playback: Court Assignment, Location of Court, Judge, Codes for Recording Playback, Date, and Time of Court Session
    - Play back of static announcements
        - "You are assigned to <court> at <address> with Judge <name> at <date and time>"
          Or
        - <cancelled >."
        - Text to Speech has **NOT** been requested
- The customer will provide a separate web service for writing of call log data to the existing custom deployed and managed database
- The IVR will offer unsupervised transfer to live support between the hours of 8 and 5
- An administrator will be provided the ability to cancel all outcalls.

- Translation of up to (1) auto attendants
- Installation, integration and translation of Officelinx Messaging including:
  - Basic voicemail over the phone
  - Menu Trees
  - Message waiting indicators (read/unread sync)
  - Email access to voice mail (Unified Messaging)
  - Contact Integration
  - Access to inbound (only) fax mail from email
  - Web Portal
- Installation, integration and translation of Officelinx Collaboration including: (up to 5 clients included)
  - Presence, Click-to-dial, Instant Messaging
  - Geo-location sharing
  - iLink Pro Web - chrome browser extensions and plug-ins
  - iLink Pro Mobile - UC for iOS, Android, Blackberry, Windows Phone
  - iLink Pro Desktop
- Perform integration testing
- Development and Installation of the Jefferson County Juror IVR
- Remote first day of service support

Scope Assumptions & Notes:

- Support for security scan, security scan review and implementation of mitigations must be performed by 3rd Party
- All materials including cabling, wall-field and patch cords to be provided by client.
- Business Partner to Pre-Register, Final Register and provide RFA Support for implementation
- Installation completed in consecutive days; "phased" implementation beyond those outlined in scope will require a separate statement of work
- The customer is responsible to provide Ethernet connectivity and VoIP segmented and prioritized data subnets at each location.
- All data routers are customer programmed and maintained to support prioritized VoIP traffic.
- Customer responsible for patching Data Switches
- All work performed under this Scope of Work will be done Monday – Friday between the hours of 8am and 5pm, with the exception of the cutover, which will occur after hours in order to minimize downtime and client support.
- Saturday Sunday and Holiday support will require separate quotation

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **JUDGE CRENSHAW**

SUBJECT: BUDGET TRANSFER

DATE: JUNE 1, 2016

The following budget transfer for the County Court at Law II is necessary for additional cost for Mental Examination for indigent defense.

120-2052-412-5014	Mental Examination	$2,975	
120-2052-412-2003	Employees Insurance		$2,975

DATE: June 1, 2016

TO: Patrick Swain
Auditor

FROM: Chief Mark Dubois

RE: Replacement Vehicle

The Sheriff's Office is also requesting to utilize contingency funds for the purchase of a replacement patrol vehicle that was recently destroyed in a motor vehicle accident. The at-fault driver did not have valid insurance at the time of accident. The amount of a replacement vehicle and necessary equipment will be $38,238.41.

Quotes for the vehicle, equipment, and accident reports are attached.

Feel free to contact me if you have any questions.

Thanks,

Mark Dubois
Deputy Chief, Services
835-8734

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	VE11-15	Date Prepared:	5/18/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	JEFFERSON COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	JOE ZURITA	Prepared By:	AVERYT KNAPP
Phone:	409-719-5937 / 409-835-8593	Phone:	979-567-6116
Fax:	409-835-8513	Fax:	979-567-0853
Email:	JZURITA@CO.JEFFERSON.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	CHEVROLET TAHOE PPV CC15706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	31969

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	490		
FULL RUBBER FLOOR, CLOTH FRONT/VINYL REAR	INCL		
PPV RIMS	INCL		
BLUETOOTH, REAR VISION CAMERA	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	490

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2017 MODEL -OCTOBER'	1355	MAX TINT-ALL (FRONT TWO DOORS ALSO)	310
DELIVERY	570	Subtotal From Additional Sheet(s):	
		Subtotal C:	2235

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	7%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	34694	=	Subtotal D:	34694

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		EXTERIOR COLOR BLACK	INCL
		Subtotal F:	0

Delivery Date:	Q4-2016	G. Total Purchase Price (D+E+F):	35294

Silsbee FORD
1211 Highway 96 North
SILSBEE, TEXAS 77656
(409) 895-3800

PARTS INVOICE

INVOICE NO.	CUSTOMER NO.	P.O. #	CUSTOMER NAME	DATE
002294	JEFF11	X0	JEFFERSON COUNTY	05/17/16

THANK YOU FOR YOUR BUSINESS

1149 PEARL ST
BEAUMONT TX 77701

2015-16 TAHOE

Customer Quote

F87	(3)	1	425-6012	15" CONSOLE STD	161.13	115.78	115.78
F57	(3)	1	425-6022	SILV FLOOR PLAT	126.66	91.01	91.01
F3	(3)	1	425-3704	DUAL CUP HOLDER	52.00	29.96	29.96
F3	(3)	1	425-6411	ARMEST	116.00	66.82	66.82
F3	(3)	2	425-6035	MIC CLIP	20.00	11.52	23.04
F1	(3)	1	425-6064	MOTOROLA F/P	.00	.00	.00
F1	(3)	1	425-6069	FACE PLATE	.00	.00	.00
F2	(3)	1	425-6394	WG 4RE	.00	.00	.00
F1	(3)	1	425-6053	3" FILLER PLATE	.00	.00	.00
F49	(3)	1	C3.3672L4	C3 SIREN	555.75	381.34	381.34
F45	(3)	1	W.SA315TX3	SPEAKER	342.00	143.31	143.31
F48	(3)	1	W.SAK55	SPKR BRKT TAH P	37.00	22.64	22.64
F60	(3)	1	GJ.71600510	BASE,GMC TRUCK	157.07	106.92	106.92
F59	(3)	1	GJ.DSLOWER9	LOWER POLE	54.00	36.29	36.29
F59	(3)	1	GJ.QADJUPPERM	ADJ UPPER TUBE	104.00	67.40	67.40
F59	(3)	1	GJ.71600419	CLEVIS	82.00	53.14	53.14
	(3)	1	GJ.71600250	UNIV CRADLE	292.19	224.96	224.96
	(3)	1	W.M2WJ	M2 R/B NFPA	175.00	113.40	113.40
	(3)	1	W.STPKT93	STRAP KIT	95.00	68.40	68.40

~~Counterman 57 Quoted: 05/17/2016 12:32:46~~

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. This Seller, Silsbee Ford, Inc., hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Silsbee Ford, Inc., neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

X _____ CUSTOMER SIGNATURE

TERMS
No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

Parts	1544.41
State Tax	.00
Quote Total	1544.41

002294 Customer Quote

AUTOSOFT FORMS 1-877-427-4367

Herrera's Emergency Lighting

1015 Montrose
Beaumont, Texas 77707
409-813-1590
409-866-8672 fax

Estimate

DATE	ESTIMATE NO.
5/19/2016	278

NAME / ADDRESS
Jefferson County Service Center 1295 Orleans Beaumont, Texas 77701

PROJECT

ITEM	DESCRIPTION	QTY	COST	TOTAL
12.1347CH	Sho-Me Sho-Off Chameleon LED Light Bar. Signal Stick, Take-Down And Alley Lights. Any Color Combo	1	1,400.00	1,400.00

Thank you for your business! Jody Herrera

TOTAL $1,400.00

Case: B16- 3959

Date: 16-02-21 Time Received: 18:35 Time Dispatched: 18:35
(YY-MM-DD) Time Arrived: 18:35 Time Completed: 20:42

Complainant-> (L)/Business (F) (M) DOB R S
JEFFERSON COUNTY SHERIFF'S OFF 0/00/00
Addr: 1001 PEARL ST City: BEAUMONT St: TX Zip: 77701
Phone(s): (409)835-8411 (000)000-0000 (000)000-0000

Reported By-> (L) DRODDY (F) JERRY (M)
Addr: 1001 PEARL ST City: BEAUMONT St: TX Zip: 77701
Phone(s): (409)835-8411 (000)000-0000 (000)000-0000

Offense: 502 ACCIDENT - FLEET

Date/time
Occurred: 2/21/16 AT ABOUT 6:35 PM

Location: SPUR 93 AT S GARDEN
City: BEAUMONT Grid:
Means of Entry: N/A

Unit Assigned: DRODDY J Other Officer: STEPHENSON P

Disposition: SEE REPORT
REF: B16-3957

UCR: 0 UCR-ID: Status: Filed Y/N: Report Y/N:

Remarks: VEHICLE STRUCK A PATROL VEHICLE THAT WAS PARKED IN ROADWAY
TO PREVENT TRAFFIC MOVEMENT-EMERGENCY LIGHTS WERE ACTIVATED

CID Req Time Arr Time Inv 2nd
ID Req Time Arr Time Id 2nd
Investigator Assigned 2nd Inv

* * * * WITNESS INFORMATION * * * *

* * * * SUSPECT INFORMATION * * * *

Suspect-> (L) MCKNIGHT (F) CHARLES (M) HENRY
DOB: 12-26-58 Age: 57 Race: B Sex: M Phone: (409)225-7485 (000)000-0000
Addr: 880 HARRIOT ST BEAUMONT TX 77705
DL#: SS#: 434-17-5523 Employer: PORT OF BEAUMONT
Addr: BEAUMONT TX (000)000-0000
Arrested: SOID#: 306646 Height: 5 07 Weight: 170 Build: THIN/SMALL
Hair Color/Type: BLK/KINKY Eyes: BRO Complexion: MED. BROWN
Scars/Marks:
Clothing:
Year: 2002 Make: FORD Model: EXPLORER SPTRAC Color: BLACK
License: 20DTN9 TX Year: 00
Description:

* * * * VICTIM INFORMATION * * *

Case: B16- 3959

* * STOLEN/DAMAGED/RECOVERED PROPERTY * *

TYPE	QUANTITY	DESCRIPTION	$ VALUE
D	1	SHERIFF'S OFFICE PATROL VEHICLE	0

SN Make Model Color
Year: 2014 Make: CHEVROLET Model: TAOE Color: BLUE
VIN: 1GNLC2EO2ER208545 License: 1173624 TX Year:
NCIC/TCIC-> Entry#: In date/officer: 0/00/00/
Clear date/officer: 0/00/00/

* * * * PROPERTY/EVIDENCE * * * *

Report By: _____ Date: 2/22/16
SGT. PAUL D. STEPHENSON

Approved By: _____ Date: 2/22/16
SGT. PAUL D. STEPHENSON

Jefferson County Sheriff`s Office
Supplement to Offense Report

Case No: B 16- 3959

Offense: ACCIDENT - FLEET

Complainant: JEFFERSON COUNTY SHERIFF'S OFF,
1001 PEARL ST, BEAUMONT, TX

Victim:

Witness:

Suspect: MCKNIGHT, CHARLES HENRY B M 12/26/58
880 HARRIOT ST, BEAUMONT, TX

NARRATIVE:

On Sunday, February 21, 2016, at approximately 5:58 PM, I, Deputy J. Droddy, responded to the intersection of Spur 93 and South Garden to divert traffic due to an accident. Upon arrival I placed my patrol unit across both lanes of north bound traffic, activated all my emergency lights, put on my traffic vest and started directing traffic. I was using my department issued flash light with a traffic cone attached to also signal oncoming traffic. At approximately 6:35 PM I was directing traffic as I stood approximately 3 feet away from my driver's side front door when I observed a dark colored vehicle that was not slowing down. Using my flashlight and traffic cone I attempted to gain the driver's attention. I realized the vehicle was going to strike me and my patrol unit so I ran towards the south bound lanes to get out of the vehicles path. The suspect vehicle struck my patrol Tahoe almost at a ninety degree angle causing the suspect to come to a stop.

I immediately notified dispatch that my patrol vehicle had been struck and EMS was going to be needed. I went to check on the driver of the suspect vehicle which was a black in color Ford Explorer truck. I also observed that there was a cooler and broken beer bottles lying in the roadway that were not present before the accident. When I reached the driver's door of the Explorer I observed a black male driver who was the only occupant. I advised him to stay seated in the vehicle until emergency medical personnel arrived to check on him. While speaking to the subject who was identified as Charles McKnight I observed that his speech was slurred to the point it was hard to understand him and I could smell an odor of an alcoholic beverage emitting from the vehicle. He asked me why my patrol unit was blocking the roadway. I explained the reasoning and I explained to him that I even tried to warn him using my flashlight with the traffic cone attached. At this point McKnight became belligerent and angry. Sgt. Stephenson arrived on scene and started speaking to McKnight and I went to direct traffic so there would not be another accident.

While I was directing traffic I could hear McKnight giving the EMS personnel a hard time. I again went over to speak to McKnight to calm him down. While speaking to McKnight he advised that the accident

was not his fault and he knew he was going to jail. I asked him why he would be going to jail and he would not answer me. Al of a sudden McKnight advised he needed to pee and he started walking off. Sgt. Stephenson stopped him and McKnight stated that he was going to urinate himself. McKnight stood in the roadway and urinated himself. I was later able to calm McKnight down some and he advised that he had been at a horse stables off of F.M. 365 at a fish fry and bar-b-que. I asked him if he had been drinking and he advised all day. When I asked him what he had been drinking he advised happiness.

I asked him what time he went to the fish fry bar-b-que and he advised at approximately 2:00 PM on this date. While I was speaking to McKnight Deputy R. Thomas arrived on scene and took over the driving while intoxicated investigation while D.P.S. worked the accident.

I went back to directing traffic until the scene was cleared.

I watched the video from the in car video system and it shows at the 38:02 minute mark my patrol unit being struck by McKnight's vehicle. This in car video was down loaded into the Coban System located at the Jefferson County Sheriff's Office.

Report By: _____ Date 2/22/16
DEP. JERRY DRODDY

Approved By: _____ Date 2/22/16
SGT. PAUL D. STEPHENSON

Jefferson County Sheriff`s Office
Supplement to Offense Report

Case No: B 16- 3959

Offense: ACCIDENT - FLEET

Complainant: JEFFERSON COUNTY SHERIFF'S OFF,
1001 PEARL ST, BEAUMONT, TX

Victim:

Witness:

Suspect: MCKNIGHT, CHARLES HENRY B M 12/26/58
880 HARRIOT ST, BEAUMONT, TX

NARRATIVE:

On Sunday, February 21, 2016, at about 4:48 pm, units were dispatched to a vehicle crash involving a truck-tractor with a tanker trailer on West Port Arthur Road/Spur 93 near Hebert Road in Jefferson County, Texas. The vehicle was on its side in a ditch. The responding wreckers needed all traffic stopped on Spur 93 in order for them to remove the vehicle from the scene. I directed Deputy Thomas to stop all southbound traffic and direct vehicles to FM 3514 at the Spur 93/FM 3514 intersection. I originally controlled all northbound traffic by turning vehicles around just south of the crash scene. When the traffic began increasing, I determined that it would better provide for the need by placing a Deputy at the Spur 93/S. Garden Drive intersection in Jefferson County, Texas, diverting northbound traffic to S. Garden Drive. I directed Deputy Droddy to control the traffic at that intersection. Deputy Droddy advised over the departmental radio system that he was at the intersection controlling traffic at 5:58 pm.

At about 6:35, Deputy Droddy announced over the radio that his patrol vehicle had been "T-boned" and that he was not in the vehicle. I left the original crash scene and proceeded to Deputy Droddy's location. On my arrival, I placed my patrol unit with emergency lights displayed in a position to protect both Deputy Droddy's vehicle and the vehicle that had crashed into Deputy Droddy's vehicle.

I exited my patrol vehicle and observed Deputy Droddy to be wearing his departmental issued ansii reflective traffic safety vest and to have a flashlight with a white cone in his hand. The flashlight was on and was illuminated. Deputy Droddy advised that he was okay. I observed a black colored Ford Explorer Sport Trac bearing Texas tags 20DTN9. The vehicle's front end was imbedded into the driver's side of Deputy Droddy's patrol vehicle which was parked crossways with the rear wheels towards the outside curb and the front wheels towards the middle of the roadway. Deputy Droddy's vehicle had both northbound lanes blocked and was parked just on the north side of the intersection. Deputy Droddy's vehicle had the emergency overhead lights activated. The side of Deputy Droddy's vehicle bore the Sheriff's Office bright striping that identified the vehicle as a Sheriff's Office Patrol Vehicle which brightens when headlights shine

on it.

I approached the driver's side of the Explorer. The driver's door was open and the window was down. I observed a black male wearing pants and a button shirt sitting in the driver's seat. The air bags had deployed. The driver had his left arm partially through the seat belt. The seat belt was not secured. I checked on the driver's welfare. He was immediately belligerent. He did not seem to understand exactly what had happened. I instructed him to remain seated while we waited on EMS to arrive to check his welfare. The driver began to blame the fact that the patrol vehicle was parked in the roadway. He did not seem to understand the purpose of the marked patrol vehicle displaying emergency lights in controlling traffic. As he spoke, his speech was slurred and thick tongued. He seemed to have to put effort in communicating. He appeared to have difficulty in focusing his eyes.

I asked the driver for his driver's license. He removed his wallet from his rear pants pocket. As he was looking for his license, he began going through each panel of a clear plastic wallet photo holder that was full of different cards. He was fumbling with it as he went through each panel looking for his license. He went through each panel until he reached one end and then went back through, turning each panel looking for the license. He eventually arrived at the other end of the panels to discover his license in the very first panel. He attempted to remove it but accidentally pulled out his paper social security card and had to re-insert it and then remove his plastic driver's license. The Texas Driver's License identified him as B/M Charles H. McKnight. Due to my observations of McKnight's actions and appearance, I believed that he may be intoxicated. I was unable to detect the smell of any alcohol due to the lingering odor and fumes of the deployment of the airbags and my own seasonal allergies.

Acadian EMS arrived to check McKnight. McKnight had not remained in his vehicle and was trying to walk around. He explained that he needed to urinate. I advised him that I could not allow him to urinate in a public place. He said he had to go and began urinating in his pants while I spoke with him. EMS attended to him. After evaluating McKnight for injuries, I was advised by an attending EMS member that McKnight did not exhibit any injuries, specifically related to the crash, and was not in need of transport to the hospital for any treatment.

DPS Trooper Combs and Trooper Zani arrived and investigated the crash. DPS Trooper Combs advised that a crash report would be available upon completion. Deputy R. Thomas came to the scene and conducted an investigation of whether or not McKnight was intoxicated. I did not observe Deputy Thomas as he investigated McKnight for potential intoxication. I was made aware a short time later that Deputy Thomas had placed McKnight under arrest for suspicion of Driving While Intoxicated reference case # B16-3957.

While on scene, I observed several items that had appeared to have come from McKnight's vehicle at the time of the crash in the roadway. There was an ice chest in the roadway, a piece of lumber, a drink

koozie and several large pieces of brown colored broken glass. The brown glass appeared to be broken bottles and was consistent in appearance with beer bottle glass. I observed two sections of broken glass to have stickers on one side. The stickers indicated the glass was each from a separate Coors Light beer bottles. There was a bag of ice in the roadway also. I took digital photographs at the scene.

McKnight would not provide an answer when asked if he had a wrecker preference after he had been arrested by Deputy Thomas. Bradley's Wrecker removed McKnight's vehicle from the roadway in response to a first on scene wrecker call. The patrol vehicle was removed from the roadway by Airport Wrecker per contract agreement between Airport Wrecker and Jefferson County.

After Bradley's Wrecker moved the vehicle from the roadway and into a parking lot nearby, I conducted an inventory of the vehicle. During the inventory, I observed a bottle cap in the driver's door pocket. I removed the cap and discovered it to be marked on the top "Coors Light". After completing the inventory, the vehicle was removed from the scene by Bradley's Wrecker.

While on scene, Deputy Droddy informed me that he had strained/pulled the hamstring on his right leg when quickly moving out of the way of the vehicle just before the crash. He did not require any medical treatment at the time of this report. I completed an On The Job Injury Report and a Motor Vehicle Accident Report required by Jefferson County.

I collected the following digital data in this incident: Coban audio/video recording for patrol unit #1198. The recording was uploaded into the Coban server. I also collected digital photographs of the scene. The photographs were uploaded into the departmental digital photograph storage computer.

No further information at this time.

Report By: _____ Date 2/22/16
SGT. PAUL D. STEPHENSON

Approved By: _____ Date 2/22/16
SGT. PAUL D. STEPHENSON

Jefferson County Sheriff`s Office
Supplement to Offense Report

Case No: B 16- 3959

Offense: ACCIDENT - FLEET

Complainant: JEFFERSON COUNTY SHERIFF'S OFF,
1001 PEARL ST, BEAUMONT, TX

Victim:

Witness:

Suspect: MCKNIGHT, CHARLES HENRY B M 12/26/58
880 HARRIOT ST, BEAUMONT, TX

NARRATIVE:

On Sunday, February 21, 2016 at approximately 18:35 hours, I Deputy Ryan Thomas was directing traffic on West Port Arthur Road at FM 3514. Deputy Droddy with the Jefferson County Sheriff's Office was directing traffic at the intersection of West Port Arthur Road and South Garden Drive. West Port Arthur Road was temporarily shut down, between the two intersections, due to another accident.

At approximately 18:35 hours, Deputy Droddy came on the radio and advised his patrol unit had been struck by another vehicle. Approximately 45 minutes later, I was contacted by Sgt. Stephenson with the Jefferson County Sheriff's Office and advised to come to his and Deputy Droddy's location. I arrived and spoke with Sgt. Stephenson and he asked me to conduct Standardized Field Sobriety Tests on the driver of the vehicle that struck Deputy Droddy's vehicle.

When I exited my patrol unit, I observed a dark colored Ford truck crashed and still in contact with Deputy Droddy's patrol unit. The suspect vehicle struck Deputy Droddy's patrol unit on the driver side near the front and rear door.

I located the driver and he was identified as Charles McKnight. I began speaking with him and could immediately smell a strong odor of alcohol emitting from his person. I asked him to walk to the front of my patrol unit, so that I could conduct the Standardized Field Sobriety Tests. As he and I were walking to the front of my patrol unit, he began telling me that he was not going to take any tests. Once I got him to the front of my patrol unit, I asked him if he would take the Standardized Field Sobriety Tests. He was very uncooperative, using vulgar language and being belligerent. I gave him several opportunities to take the Standardized Field Sobriety Tests but he refused. While speaking with him I could also see that his eyes were glassy and blood shot. His speech was very slurred and I had to ask him several times to repeat himself.

After he refused to take the Standardized Field Sobriety Tests, he was placed under arrest for driving while intoxicated and placed in the

rear seat of my patrol unit.

I read McKnight the DIC-24 and asked for a breath specimen. While I was reading him the DIC-24, he continued to curse at me and did not want to listen. After I finished reading the DIC-24, I asked him for a breath specimen and he stated "I'm not giving you a GOD DAMN thing". Due to him refusing to give a breath specimen, I applied for a Blood Warrant. The Warrant was signed by Judge Eddins on Sunday, February 21, 2016 at 21:47 hours.

After obtaining the Blood Warrant, McKnight was taken the Medical Center of Southeast Texas, where his blood was drawn. RN Reagan Graffagnino was the RN in charge of the blood draw. After RN Graffagnino drew blood from McKnight, the two blood vials were sealed with the provided seals. Due to McKnight being involved in an accident, he was checked for injuries. It was later found that he had a fractured knee cap on his left leg. He was given a leg brace, that was placed on his left leg, prior to leaving the Hospital. He was later released from the Medical Center of Southeast Texas to me.

McKnight was taken back to the Jefferson County Correctional Facility and released to Jail staff. I discovered that McKnight had two previous convictions for Driving While Intoxicated. He was booked in to the Jefferson County Correctional Facility for Driving While Intoxicated 3rd or more.

Report By: _____ Date 2/22/16
DEP. RYAN THOMAS

Approved By: _____ Date 2/22/16
SGT. PAUL D. STEPHENSON

JEFFERSON COUNTY
ON-THE-JOB INJURY/ILLNESS REPORT

EMPLOYEE INFORMATION: (ALL INFORMATION MUST BE COMPLETED)

Employee Name: Droddy (Last) Jerry (First) (M.I.) SS#: 433-15-8453

Date of Birth: 10/10/1973 Home Phone #: (409) 460-5036 Race: caucasian

Mailing Address: 5500 Marion Ave (Street) Groves (City) TX (State/Zip) Jefferson (County)

Marital Status: ☑ Married ☐ Widowed ☐ Separated ☐ Single ☐ Divorced # of Dependent Children: _____ Spouses Name: Elizabeth

Length of Service: In Current Position: 9 Months 2 Years In Occupation: 6 Months 10 Years

INJURY INFORMATION: (ALL INFORMATION MUST BE COMPLETED)

Date of Injury: 02/21/2016 Time of Injury: 06:35 ☐ AM ☑ PM

Was there any lost time: ☐ Yes ☑ No Date Lost Time Began: _____

Nature of Injury: ☐ Abrasion ☐ Amputation ☐ Allergic Reaction ☐ Bite ☐ Break ☐ Burn ☐ Contus/Bruise
☐ Concussion ☐ Carp.Tun. Syn ☐ Contag. Disease ☐ Dislocation ☐ Dust ☐ Elec. Shock ☐ Fracture ☐ Heart Attack
☐ Hernia ☐ Heat Stroke ☐ Inflammation ☐ Infection ☐ Laceration ☐ Poison ☐ Puncture ☐ Sprain
☑ Strain ☐ Other _____

Body Part Injured: ☐ Left ☑ Right
☐ Ankle ☐ Arm low ☐ Arm Upper ☐ Back Low ☐ Back Upper ☐ Back Middle ☐ Ear ☐ Elbow ☐ Eye
☐ Finger(s) ☐ Foot ☐ Hand ☐ Head ☐ Heart ☐ Hip ☐ Knee ☐ Leg Low
☑ Leg Upper ☐ Mouth ☐ Neck ☐ Pelvis ☐ Teeth ☐ Thumb ☐ Toe ☐ Wrist
☐ Mult Body Parts ☐ Other _____

How and Why Injury Illness Occurred: Deputy quickly moved out of way of an oncoming vehicle while directing traffic causing him to strain his hamstring

Did you get any type of medical treatment for your injury? ☐ Yes ☑ No If yes, have you been taken off of work by the doctor? ☐ Yes ☑ No

If yes, please give the following Doctor/Facility information where treatment was rendered:

Doctor/Facilities Name: n/a

Doctor/Facilities Mailing Address: _____ (Street) _____ (City) _____ (State/Zip)

Was employee doing his regular job? ☑ Yes ☐ No

Worksite Location of Injury (stairs, side of road, office, etc): a roadway intersection

Cause of Injury: ☐ Animal/Insect ☐ Assault/Criminal ☐ Burn/Chemical ☐ Burn/Fire ☐ Burn/Hot Obj ☐ Burn/Misc.
☐ Cut/Glass ☐ Cut/Hand Tool ☐ Cut/Power Tool ☐ Cut/Misc. ☐ Fall/Same Lvl ☐ Fall/Diff. Lvl ☐ Fall/Ladder
☐ Fall/Misc. ☐ Foreign Body Eye ☐ Slipped ☐ Step/Object ☐ Strain/Carry ☐ Strain/Hold ☐ Strain/Jumping
☐ Strain/Lifting ☐ Strain/Misc ☐ Strain/Pulling ☐ Strain/Push ☑ Strain/Misc. ☐ Struck/Object ☐ Vehicle Collision
☐ Other _____

Name of Business if incident occurred on a business site: n/a

Address where injury occurred: Spur 93 at S. Garden Road Intersection (Street) Beaumont, TX 77705 (City/State/Zip) Jefferson (County)

Witnesses to incident: n/a

Return to work date expected: 02/21/2016 Department: Sheriff's Office

Supervisor's Name: Sgt. P. Stephenson Phone Number: (409) 835-8411

Supervisor's Signature: Sgt P. [signature] Date Reported: 02/21/2016

RETURN ORIGINAL TO THE RISK MANAGEMENT DEPARTMENT WITHIN 24 HOURS
Fax (409) 835-8634

R0706

Jefferson County
Report of Motor Vehicle Accident

Time and Place

Date	Time	Street	City	County	State
02/21/2016	6:35 ☐ AM ☑ PM	SPUR 93 at the S. Garden Road intersection	Beaumont,	Jefferson	Texas

County Vehicle

Make/Model/Year	Body Style	Vehicle I.D. #	License Plate #
Chevrolet / Tahoe / 2014	SUV	1216	1173624

Extent of Damage
driver's side severly damaged as a result of being T-Boned by another vehicle-county vehicle was unoccupied at time of crash

County Driver

Name: First	Middle	Last	Work Telephone #
Jerry		Droddy	(409) 835-8411

Street Address	City	State	Zip Code	Home Telephone #
5500 Marion Ave	Groves	Tx	77619	(409) 460-5036

For What Purpose Was County Vehicle Being Used	Driver's License #
Sheriff's Patrol Division marked unit was blocking traffic with emergency lights displayed	15182779

Injured: Yes ☑ No ☐

IF INJURED YOU MUST COMPLETE AN ON-THE-JOB INJURY/ILLNESS REPORT

County Vehicle Passenger Information

Name	Address	Telephone #	County Employee?	Injured?
1) n/a				
2)				
3)				

Other Vehicle Involved

Owner's Name	Street Address	City	State	Zip Code
Charles H. McKnight	880 Harriot St.	Beaumont	TX	77705

Make/Model/Year	Body Style	License Plate #	Condition of Vehicle
Ford / Explorer Sport Trac / 2002	SUV	20DTN9	poor/severe front end damag

Extent of Damage
Severe front end damage as result of t-boned another vehicle

Driver's Name	Street Address	City	State	Zip Code
Charles H. McKnight	880 Harriot St.	Beaumont	TX	77705

Insurance Company Name	Phone #	Policy #
Direct General Insurance Company	409-962-0777	TXAD188007452

Injured: Yes ☐ No ☑

Other Vehicle Passenger Information

Name	Address	Telephone #	Injured?
1) n/a			
2)			
3)			

CONTINUED ON BACK

Property Damage Other Than Vehicles

Description
n/a
Extent of Damage
n/a

Witnesses or Persons Present

Name	Address	Telephone #	Witness	Person Present
1) n/a				
2)				
3)				

Surface	Light	Traffic Control	Kind of Locality
☑ Concrete	☐ Dawn	☐ Officer/Watchman	☐ Manufacturing/Industrial
☐ Blacktop	☐ Daylight	☐ Stop & Go/Flashing Light	☐ Shopping/Business
☐ Gravel	☐ Dusk	☐ Stop Sign	☐ Residential District
☐ Dirt	☑ Dark-Light	☐ Railroad Crossing	☐ School/Playground
	☐ Dark-No Light	☑ Other patrol vehicle	☐ Open County
		☐ No Traffic Patrol Present	☑ Other _____

Surface Conditions	Weather	Police
☑ Dry	☐ Fog	☑ Accident Report Taken
☐ Wet	☐ Rain	☐ Badge # Trooper C.Combs
☐ Snowy	☐ Snow	☐ City ☐ County ☑ State
☐ Icy	☑ Clear	

Description of Accident

Deputy Droddy was tasked with the responsibility of diverting northbound traffic on Spur 93 onto S. Garden Road due to a wreck further north on Spur 93. Deputy Droddy had parked his patrol vehicle with emergency lights activated blocking both northbound lanes just north of the intersection. Deputy Droddy was wearing his departmental issued ansii safety vest and was using a flashlight with a cone attachment to direct traffic onto S. Garden. A black colored SUV did give any regard to the marked patrol vehicle with emergency lights or the attempts of Deputy Droddy to gain the attention of the driver and struck Deputy Droddy's patrol vehicle (t-bone) in the driver's side, causing severe damage to the front and rear door, rear quarter panel and frame. Both vehicles had airbag deployment. The driver was evaluated by EMS. EMS determined that the driver did not exhibit any injuries relative to the crash and he was released to a Sheriff's Deputy that was conducting an investigation into the crash to determine if the driver was intoxicated. The driver was believed to be intoxicated and was arrested for suspicion of DWI. DPS Trooper C. Combs arrived and investigated the crash and advised that a crash report would be made available when ready.

Sgt Paul Stephenson 02/21/2016

Signature of Person Completing Report — Date

Submit original report and any support documentation to:

Jefferson County
Risk Management Dept
215 Franklin, Ste. 202
Beaumont, TX 77701
(409) 835-8672 Phone

Rev. 06/2008

*Crash Date 2/21/2016 19 28

Jefferson

29.95500 -94.04244

Road on which crash occurred

SP 93

SP-0093

Intersecting Road

454

Vehicle & Driver

1 TX 20DTN9

1FMZU67EX2UC94448

2002 Black Ford

EPR

Direct General Insurance Company

TXAD188007452 409-962-0717

MCKNIGHT,CHARLES,HENRY

880 HARRIOT ST,BEAUMONT,TX 77705-0000

CHARLES H MCKNIGHT, 880 HARRIOT ST,BEAUMONT, TX 77705

Vehicle & Driver

2 TX 1173624

1GNLC2E02ER208545

2014 Chevrolet

CTA

JEFFERSON COUNTY, 1149 PEARL ST 7TH FLOOR, BEAUMONT, TX 77701

Investigator

COMBS,JR., C.

Texas Department of Public Safety

7200 EASTEX FREEWAY, BEAUMONT, TX 77708

409-924-5400

NOTICE *Information concerning this crash will not be available until 10 days from today's date and may be obtained by contacting your local Texas Highway Patrol Office Crash reports can also be obtained online by visiting TXDOT website at https //cris txdot gov/public/Purchase The cost for a copy of a crash report is $6 00 The cost for a certified copy of a crash report is $8.00*

DATE: 02-21-2016 11:21:25 PM Type: Recv

SUBJECT: RSDWW FROM MVDWS - RSDWW: 1173624
Message:
Reference: 04JR00005I
Msg ID : 04JR00005I
Msg Key : RSDWW
Date/Time: 20160221232120
Ent Agy :
Requester:
User :
ORI : TXMVDW000
Source : MVDWS
Dest : BQSA
Control :
Summary : RSDWW: 1173624

TXT: LIC 1173624 JAN/2016 OLD # -NONE- N/A EWT 5200 GWT 6200
EXEMPT DOUBLE PLT, STKR REG CLASS 03 $ 0.00 JEFFERSON CNTY
TITLE 12300041667091119 ISSUED 02/12/2014 ODOMETER 4 REG DT 01/30/2014
2014,CHEV,CTA,LL,1GNLC2E02ER208545,PASS-TRK,COLOR: UNK, PRICE $ 0.00
PREV OWN CALDWELL COUNTRY CHEVROL,CALDWELL,TX
OWNER JEFFERSON COUNTY,ID#=N/A,,
1149 PEARL ST 7TH FLOOR,,BEAUMONT,TX,77701
PLATE AGE: 2 LAST ACTIVITY 02/12/2014 RLSGRP OFC: 297
REMARKS ACTUAL MILEAGE.EXEMPT.DATE OF ASSIGNMENT:2014/01/21.PAPER TITLE.
MRI: 38743918 IN: MVDWS 149353 AT 21FEB2016 23:21:19
OUT: BQSA 103 AT 21FEB2016 23:21:20

DISSEMINATED ON TLETS FOR CRIMINAL JUSTICE PURPOSES ONLY.

DATE: 02-21-2016 06:43:09 PM Type: Recv

SUBJECT: KR FROM NDLS - RSDWW: 14066530
Message:
Reference: 04JR00004E
Msg ID : 04JR00004E
Msg Key : KR
Date/Time: 20160221184304
Ent Agy :
Requester:
User :
ORI : TXOLN0000
Source : NDLS
Dest : BQSA
Control :
Summary : RSDWW: 14066530

TXT: SEARCH ON 14066530

NAME: MCKNIGHT, CHARLES, H
DESCRIPTION: BLACK\MALE\12261958\5-07\160\GRAY\BROWN
SEX OFF: N COMM IMPED: N ORGAN DONOR: N VISA EXP:
PHYSICAL ADD: 880 HARRIOT ST
CI/CO/ST/ZIP: BEAUMONT,JEFFERSON,TEXAS,77705-0000, UNITED STATES
MAILING ADD: 880 HARRIOT ST
CI/ST/ZIP: BEAUMONT,TEXAS,77705-0000, UNITED STATES
REC STATUS: ELIGIBLE
ADMIN STATUS:
CARD STATUS:
HME THR ASMT: EXP:
CARD TYPE: DL #: 14066530 CLASS: C TYPE: DL EXPIR DATE: 12262016
CARD TYPE: ID #: 35875892 EXPIR DATE: 12262018
RESTRICTIONS: A WITH CORRECTIVE LENSES
ENDORSEMENTS:

ENFORC ACTN: ALR SUSPENSION - REFUSAL
STATUS: EXPIRED BEGIN DT: 03102013 END DT: 03092015 LIFT DT: STATE: TX

ENFORC ACTN: ALR SUSPENSION - REFUSAL
STATUS: EXPIRED BEGIN DT: 02082012 END DT: 08052012 LIFT DT: STATE: TX

CONVICTION: ALR REFUSAL
OFF DT: 01292013 CONV DT: 03102013
OFFENSE LOC: TX,JEFFERSON CMV: N HAZMAT: N

CONVICTION: ALR REFUSAL
OFF DT: 12302011 CONV DT: 02082012
OFFENSE LOC: TX,JEFFERSON CMV: N HAZMAT: N

CONVICTION: SPEEDING EQUAL TO OR GREATER THAN 10% ABOVE POSTED LIMIT
OFF DT: 12242011 CONV DT: 02282012
OFFENSE LOC: TX,JAMAICA BEACH CMV: N HAZMAT: N

CONVICTION: FAILED TO SIGNAL DISTANCE BEFORE TURN
OFF DT: 08192010 CONV DT: 08302010
OFFENSE LOC: TX,BEAUMONT CMV: N HAZMAT: N

CONVICTION: RAN STOP SIGN
OFF DT: 12222004 CONV DT: 12292004
OFFENSE LOC: TX,BEAUMONT CMV: N HAZMAT: N

CONVICTION: SPEEDING
OFF DT: 02232004 CONV DT: 03042004
OFFENSE LOC: TX,BEAUMONT CMV: N HAZMAT: N

CONVICTION: SPEEDING
OFF DT: 03101998 CONV DT: 07162010
OFFENSE LOC: TX,HITCHCOCK CMV: N HAZMAT: N

CONVICTION: SPEEDING
OFF DT: 05261997 CONV DT: 01202011
OFFENSE LOC: LA,,ST LANDRYT1102364 CMV: N HAZMAT: N

CONVICTION: DRUG OFFENSE
OFF DT: 09031991 CONV DT: 10141992
OFFENSE LOC: TX,HARRIS CMV: N HAZMAT: N

CONVICTION: NO MOTOR VEHICLE LIABILITY INSURANCE
OFF DT: 06291987 CONV DT: 08211987

OFFENSE LOC: TX,HOUSTON CMV: N HAZMAT: N

**** DRIVER RECORD INFORMATION IS PERSONAL INFORMATION PROTECTED UNDER THE FEDERAL DRIVER PRIVACY ACT OF 1994 (18 USC 2721, ET SEQ.) AS AMENDED AND THE MOTOR VEHICLE RECORDS DISCLOSURE ACT, TEXAS TRANSPORTATION CODE 730 *******

********** END OF RECORD**********
MRI: 38485130 IN: NDLS 61356 AT 21FEB2016 18:43:04
OUT: BQSA 78 AT 21FEB2016 18:43:05

DISSEMINATED ON TLETS FOR CRIMINAL JUSTICE PURPOSES ONLY.

DATE: 02-21-2016 06:51:23 PM Type: Recv

SUBJECT: RSDW FROM MVDWS - RSDW: 20DTN9
Message:
Reference: 04JR00012E
Msg ID : 04JR00012E
Msg Key : RSDW
Date/Time: 20160221185047
Ent Agy :
Requester:
User :
ORI : TXMVDW000
Source : MVDWS
Dest : BQSZ
Control :
Summary : RSDW: 20DTN9

TXT: R-FEB/16 LIC 20DTN9,OLD # 20DTN9
02,FORD,PK,1FMZU67EX2UC94448, COLOR: BLK
CHARLES H MCKNIGHT,KATHERINE R MCKNIGHT,880 HARRIOT ST,BEAUMONT,TX,7
7705
LIEN RECORDED
ACTUAL MILEAGE.E-REMINDER & PAPER RENEWAL NOTICE.PAPER TITLE.
MRI: 38492361 IN: MVDWS 120129 AT 21FEB2016 18:50:46
OUT: BQSZ 835 AT 21FEB2016 18:50:47

DISSEMINATED ON TLETS FOR CRIMINAL JUSTICE PURPOSES ONLY.

EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
PRECINCT 4
P.O. Box 4025
Beaumont, Texas 77704-4025

SHEDRICK D. EVANS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 - Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct # 4

Date: June 1, 2016

RE: Transfer Funds

Please transfer **$2,000** from account # 114-0405-431.40-18 (Road Machinery) into account # 114-0405-431.40-09 (Buildings and Grounds) for additional cost of electrical work.

Please transfer **$600** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0401-431.30-78 (Office Supplies) for additional cost of office supplies; and

Please transfer **$400** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0401-431.40-52 (Postage) for additional cost of postage.

Court

Thank you.

EA/nr

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 26, 2016

The Honorable Jeff Branick
County Judge
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Re: Revised Proposed Agreed Order
Jefferson County
RN101823490; TCEQ Petroleum Storage Tank ID No. 71847
Docket No. 2016-0518-PST-E; Enforcement Case No. 52168
FOR SETTLEMENT PURPOSES ONLY

Dear Judge Branick:

Please find enclosed a revised proposed agreed order based on discussions Mr. Epifanio Villarreal had with Mr. Trent Mattison of Jefferson County in a telephone conference held on May 16, 2016 and documents submitted on May 16, 2016. The following revisions have been made:

1. Section I (Jurisdiction and Stipulations): Paragraph 4 has been modified to reflect a reduced penalty. Paragraph 9 has been modified to recognize compliance.
2. Section IV (Ordering Provisions): The corresponding technical requirements have been removed.
3. Penalty Calculation Worksheet ("PCW"): Violation No. 3 has been modified to reflect good faith efforts to comply.

Although this revised order replaces the proposed order enclosed in the Texas Commission on Environmental Quality ("TCEQ") letter dated May 13, 2016, the terms and conditions noted in the May 13, 2016 letter still apply. If you agree with the revised order as proposed, please sign and return this order with an original signature **and** the penalty payment of Three Thousand Four Hundred Forty-One Dollars ($3,441) **before** July 12, 2016, (check payable to "TCEQ" and referencing Jefferson County, Docket No. 2016-0518-PST-E) to:

Financial Administration Division, Revenue Operations Section
Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

Enclosed for your convenience is a return envelope. Please note that any agreements we reach are subject to final approval by the Commission. For any questions or comments about this matter, please contact Mr. Epifanio Villarreal of my staff at (361) 825-3425.

Sincerely,

Ep: fario U. Warreal

For James Gradney, Manager
Enforcement Division
Texas Commission on Environmental Quality

JG/ev

Enclosures: Revised Proposed Agreed Order, Revised PCW), Return Envelope

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF AN	§	**BEFORE THE**
ENFORCEMENT ACTION	§	
CONCERNING	§	**TEXAS COMMISSION ON**
JEFFERSON COUNTY	§	
RN101823490	§	**ENVIRONMENTAL QUALITY**

AGREED ORDER
DOCKET NO. 2016-0518-PST-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Jefferson County (the "Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates, as defined in 30 TEX. ADMIN. CODE § 334.2(73) and (70), an underground storage tank ("UST") system and a fleet fueling facility located at 5030 Highway 69 South in Beaumont, Jefferson County, Texas (the "Facility"). The UST system at the Facility is not exempt or excluded from regulation under the Texas Water Code or the rules of the Commission, and contains or contained a regulated petroleum substance as defined in the rules of the TCEQ.

2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. WATER CODE ch. 26 and the rules of the TCEQ.

3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.

4. An administrative penalty in the amount of $4,301 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid $3,441 of the penalty and $860 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order. The deferred amount shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.

5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.

6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.

7. This Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.

8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

9. The Executive Director recognizes that the Respondent implemented the following corrective measures at the Facility:

   a. On March 18, 2016 submitted photographs demonstrating that the spill buckets were cleaned out;

   b. On March 25, 2016, provided training certifications for Class A and Class B Operators; and

   c. On May 2, 2016, implemented a release detection method for all USTs at the Facility.

II. ALLEGATIONS

During an investigation conducted on February 22, 2016, an investigator documented that the Respondent:

1. Failed to ensure that certified Class A and Class B operators are re-trained within three years of their last training date, in violation of 30 TEX. ADMIN. CODE § 334.605(a). Specifically, the Respondent's Class A and B operator certification expired on August 7, 2015.

2. Failed to inspect all sumps including the dispenser sumps, manways, overspill containers, or catchment basins associated with the UST system at least once every 60 days to assure that the sides, bottoms, and any penetration points are maintained liquid-tight and free of any liquid or debris, in violation of 30 TEX. ADMIN. CODE § 334.42(i) and TEX. WATER CODE § 26.3475(c)(2). Specifically, water was observed in the Facility's spill buckets.

3. Failed to monitor the USTs for releases at a frequency of at least once every month (not to exceed 35 days between each monitoring), in violation of 30 TEX. ADMIN. CODE § 334.50(b)(1)(A) and TEX. WATER CODE § 26.3475(c)(1).

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Jefferson County, Docket No. 2016-0518-PST-E" to:

   Financial Administration Division, Revenue Operations Section
   Attention: Cashier's Office, MC 214
   Texas Commission on Environmental Quality
   P.O. Box 13088
   Austin, Texas 78711-3088

2. All relief not expressly granted in this Order is denied.

3. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Facility operations referenced in this Order.

4. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.

5. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

6. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to

facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

7. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission _____ Date _____

For the Executive Director _____ Date _____

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Signature _____ Date _____

Name (Printed or typed) _____ Title _____
Authorized Representative of
Jefferson County

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Section IV, Paragraph 1 of this Order.

☐ *If mailing address has changed, please check this box and provide the new address below:*

Penalty Calculation Worksheet (PCW)

Policy Revision 4 (April 2014) — *PCW Revision March 26, 2014*

TCEQ

DATES						
Assigned	11-Apr-2016					
PCW	12-Apr-2016	Screening	12-Apr-2016	EPA Due		

RESPONDENT/FACILITY INFORMATION

Respondent	Jefferson County		
Reg. Ent. Ref. No.	RN101823490		
Facility/Site Region	10-Beaumont	Major/Minor Source	Minor

CASE INFORMATION

Enf./Case ID No.	52168	No. of Violations	3
Docket No.	2016-0518-PST-E	Order Type	1660
Media Program(s)	Petroleum Storage Tank	Government/Non-Profit	Yes
Multi-Media		Enf. Coordinator	Epifanio Villarreal
		EC's Team	Enforcement Team 6

Admin. Penalty $ Limit Minimum: $0 Maximum: $25,000

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties) — *Subtotal 1*: $5,750

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History -10.0% Adjustment — *Subtotals 2, 3, & 7*: -$575

Notes: Reduction for the high performer classification.

Culpability No — 0.0% Enhancement — *Subtotal 4*: $0

Notes: The Respondent does not meet the culpability criteria.

Good Faith Effort to Comply Total Adjustments — *Subtotal 5*: -$874

Economic Benefit — *Subtotal 6*: $0

Total EB Amounts: $125
Estimated Cost of Compliance: $1,765

0.0% Enhancement*
**Capped at the Total EB $ Amount*

SUM OF SUBTOTALS 1-7 — *Final Subtotal*: $4,301

OTHER FACTORS AS JUSTICE MAY REQUIRE 0.0% — *Adjustment*: $0

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes:

Final Penalty Amount: $4,301

STATUTORY LIMIT ADJUSTMENT — *Final Assessed Penalty*: $4,301

DEFERRAL 20.0% Reduction — *Adjustment*: -$860

Reduces the Final Assessed Penalty by the indicated percentage.

Notes: Deferral offered for expedited settlement.

PAYABLE PENALTY: $3,441

Screening Date 12-Apr-2016 **Docket No.** 2016-0518-PST-E **PCW**
Policy Revision 4 (April 2014)
Respondent Jefferson County
PCW Revision March 26, 2014
Case ID No. 52168
Reg. Ent. Reference No. RN101823490
Media [Statute] Petroleum Storage Tank
Enf. Coordinator Epifanio Villarreal

Compliance History Worksheet

>> Compliance History *Site* Enhancement (Subtotal 2)

Component	Number of...	Number	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (*number of NOVs meeting criteria*)	0	0%
	Other written NOVs	0	0%
Orders	Any agreed final enforcement orders containing a denial of liability (*number of orders meeting criteria*)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (*number of judgments or consent decrees meeting criteria*)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (*number of counts*)	0	0%
Emissions	Chronic excessive emissions events (*number of events*)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (*number of audits for which notices were submitted*)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (*number of audits for which violations were disclosed*)	0	0%

Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 0%

>> Repeat Violator (Subtotal 3)

No

Adjustment Percentage (Subtotal 3) 0%

>> Compliance History Person Classification (Subtotal 7)

High Performer

Adjustment Percentage (Subtotal 7) -10%

>> Compliance History Summary

Compliance History Notes

Reduction for the high performer classification.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7) -10%

>> Final Compliance History Adjustment

Final Adjustment Percentage **capped at 100%* -10%

Screening Date 12-Apr-2016 **Docket No.** 2016-0518-PST-E **PCW**
Policy Revision 4 (April 2014)
PCW Revision March 26, 2014

Respondent Jefferson County
Case ID No. 52168
Reg. Ent. Reference No. RN101823490
Media [Statute] Petroleum Storage Tank
Enf. Coordinator Epifanio Villarreal
Violation Number 1

Rule Cite(s) 30 Tex. Admin. Code § 334.605(a)

Violation Description Failed to ensure that certified Class A and Class B operators are re-trained within three years of their last training date. Specifically, the Respondent's Class A and B operator certification expired on August 7, 2015.

Base Penalty $25,000

>> Environmental, Property and Human Health Matrix

	Release	Harm: Major	Moderate	Minor
OR	Actual			
	Potential			x

Percent 3.0%

>>Programmatic Matrix

Falsification	Major	Moderate	Minor

Percent 0.0%

Matrix Notes: Human health or the environment will or could be exposed to an insignificant amount of pollutants that would not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment $24,250

$750

Violation Events

Number of Violation Events 1 — 32 Number of violation days

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	x

Violation Base Penalty $750

One single event is recommended.

Good Faith Efforts to Comply 25.0% **Reduction** $187

	Before NOE/NOV	NOE/NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary	x	
N/A		

Notes: The Respondent came into compliance on March 25, 2016, prior to the Notice of Enforcement dated April 5, 2016.

Violation Subtotal $563

Economic Benefit (EB) for this violation **Statutory Limit Test**

Estimated EB Amount $5 **Violation Final Penalty Total** $488

This violation Final Assessed Penalty (adjusted for limits) $488

Economic Benefit Worksheet

Respondent Jefferson County
Case ID No. 52168
Reg. Ent. Reference No. RN101823490
Media Petroleum Storage Tank
Violation No. 1

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
Delayed Costs							
Equipment				0.00	$0	$0	$0
Buildings				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Engineering/Construction				0.00	$0	$0	$0
Land				0.00	$0	n/a	$0
Record Keeping System				0.00	$0	n/a	$0
Training/Sampling	$165	7-Aug-2015	29-Mar-2016	0.64	$5	n/a	$5
Remediation/Disposal				0.00	$0	n/a	$0
Permit Costs				0.00	$0	n/a	$0
Other (as needed)				0.00	$0	n/a	$0
Notes for DELAYED costs	Estimated cost to re-train Class A and Class B operators. Date required is the expiration date of the previous certification. Final date is the date of compliance.						
Avoided Costs	ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)						
Disposal				0.00	$0	$0	$0
Personnel				0.00	$0	$0	$0
Inspection/Reporting/Sampling				0.00	$0	$0	$0
Supplies/Equipment				0.00	$0	$0	$0
Financial Assurance [2]				0.00	$0	$0	$0
ONE-TIME avoided costs [3]				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Notes for AVOIDED costs							

Approx. Cost of Compliance $165

TOTAL $5

Screening Date 12-Apr-2016 **Docket No.** 2016-0518-PST-E **PCW**
Policy Revision 4 (April 2014)
PCW Revision March 26, 2014

Respondent Jefferson County
Case ID No. 52168
Reg. Ent. Reference No. RN101823490
Media [Statute] Petroleum Storage Tank
Enf. Coordinator Epifanio Villarreal
Violation Number 2
Rule Cite(s) 30 Tex. Admin. Code § 334.42(i) and Tex. Water Code § 26.3475(c)(2)

Violation Description Failed to inspect all sumps including the dispenser sumps, manways, overspill containers, or catchment basins associated with the underground storage tank ("UST") system at least once every 60 days to assure that the sides, bottoms, and any penetration points are maintained liquid-tight and free of any liquid or debris. Specifically, water was observed in the Facility's spill buckets.

Base Penalty $25,000

>> Environmental, Property and Human Health Matrix

OR	Harm			
Release	Major	Moderate	Minor	
Actual				
Potential		x		

Percent 5.0%

>>Programmatic Matrix

Falsification	Major	Moderate	Minor

Percent 0.0%

Matrix Notes: Human health or the environment will or could be exposed to significant amounts of pollutants that would not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment $23,750

$1,250

Violation Events

Number of Violation Events: 1 — 25 Number of violation days

daily	
weekly	
monthly	
quarterly	x
semiannual	
annual	
single event	

Violation Base Penalty $1,250

One quarterly event is recommended from the February 22, 2016 investigation date to the March 18, 2016 compliance date.

Good Faith Efforts to Comply 25.0% **Reduction** $312

	Before NOE/NOV	NOE/NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary	x	
N/A		

Notes: The Respondent came into compliance on March 18, 2016, prior to the Notice of Enforcement dated April 5, 2016.

Violation Subtotal $938

Economic Benefit (EB) for this violation **Statutory Limit Test**

Estimated EB Amount $106 **Violation Final Penalty Total** $813

This violation Final Assessed Penalty (adjusted for limits) $813

Economic Benefit Worksheet

Respondent Jefferson County
Case ID No. 52168
Reg. Ent. Reference No. RN101823490
Media Petroleum Storage Tank
Violation No. 2

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
Delayed Costs							
Equipment				0.00	$0	$0	$0
Buildings				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Engineering/Construction				0.00	$0	$0	$0
Land				0.00	$0	n/a	$0
Record Keeping System				0.00	$0	n/a	$0
Training/Sampling				0.00	$0	n/a	$0
Remediation/Disposal				0.00	$0	n/a	$0
Permit Costs				0.00	$0	n/a	$0
Other (as needed)				0.00	$0	n/a	$0
Notes for DELAYED costs							
Avoided Costs	ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)						
Disposal				0.00	$0	$0	$0
Personnel				0.00	$0	$0	$0
Inspection/Reporting/Sampling				0.00	$0	$0	$0
Supplies/Equipment				0.00	$0	$0	$0
Financial Assurance [2]				0.00	$0	$0	$0
ONE-TIME avoided costs [3]	$100	22-Dec-2015	18-Mar-2016	1.16	$6	$100	$106
Other (as needed)				0.00	$0	$0	$0
Notes for AVOIDED costs	Estimated avoided cost to conduct bimonthly inspections of the sumps, manways, overfill containers or catchment basins. The date required is 60 days before the investigation date and the final date is the date of compliance.						

Approx. Cost of Compliance: $100

TOTAL $106

Screening Date 12-Apr-2016 **Docket No.** 2016-0518-PST-E **PCW**
Policy Revision 4 (April 2014)
PCW Revision March 26, 2014

Respondent Jefferson County
Case ID No. 52168
Reg. Ent. Reference No. RN101823490
Media [Statute] Petroleum Storage Tank
Enf. Coordinator Epifanio Villarreal
Violation Number 3
Rule Cite(s) 30 Tex. Admin. Code § 334.50(b)(1)(A) and Tex. Water Code § 26.3475(c)(1)

Violation Description Failed to monitor the USTs for releases at a frequency of at least once every month (not to exceed 35 days between each monitoring).

Base Penalty $25,000

>> Environmental, Property and Human Health Matrix

OR

Release	Harm: Major	Moderate	Minor
Actual			
Potential	x		

Percent 15.0%

>>Programmatic Matrix

Falsification	Major	Moderate	Minor

Percent 0.0%

Matrix Notes: Human health or the environment will or could be exposed to pollutants that would exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment $21,250

$3,750

Violation Events

Number of Violation Events: 1 — 50 Number of violation days

daily	
weekly	
monthly	
quarterly	x
semiannual	
annual	
single event	

Violation Base Penalty $3,750

One quarterly event is recommended from the February 22, 2016 investigation date to the April 12, 2016 screening date.

Good Faith Efforts to Comply 10.0% **Reduction** $375

	Before NOE/NOV	NOE/NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary		x
N/A		

Notes: The Respondent came into compliance on May 2, 2016, after the Notice of Enforcement dated April 5, 2016.

Violation Subtotal $3,375

Economic Benefit (EB) for this violation **Statutory Limit Test**

Estimated EB Amount $14 **Violation Final Penalty Total** $3,000

This violation Final Assessed Penalty (adjusted for limits) $3,000

Economic Benefit Worksheet

Respondent Jefferson County
Case ID No. 52168
Reg. Ent. Reference No. RN101823490
Media Petroleum Storage Tank
Violation No. 3

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
Delayed Costs							
Equipment				0.00	$0	$0	$0
Buildings				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Engineering/Construction				0.00	$0	$0	$0
Land				0.00	$0	n/a	$0
Record Keeping System				0.00	$0	n/a	$0
Training/Sampling				0.00	$0	n/a	$0
Remediation/Disposal				0.00	$0	n/a	$0
Permit Costs				0.00	$0	n/a	$0
Other (as needed)	$1,500	22-Feb-2016	2-May-2016	0.19	$14	n/a	$14
Notes for DELAYED costs	Estimated cost to implement a release detection method for all USTs at the Facility. The Date Required is the Investigation date. The Final Date is the date of compliance.						
Avoided Costs	ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)						
Disposal				0.00	$0	$0	$0
Personnel				0.00	$0	$0	$0
Inspection/Reporting/Sampling				0.00	$0	$0	$0
Supplies/Equipment				0.00	$0	$0	$0
Financial Assurance [2]				0.00	$0	$0	$0
ONE-TIME avoided costs [3]				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Notes for AVOIDED costs							
Approx. Cost of Compliance	$1,500				TOTAL		$14

Patrick Swain

From: Kovacevich, Craig S. <cskovace@UTMB.EDU>
Sent: Thursday, May 26, 2016 5:44 PM
To: Bo Alfred; Patrick Swain-Jefferson County
Cc: Cochran, Marlo B.; Polzin, Robert
Subject: UTMB RMCHP Clinic - Beaumont

As requested:

CLINIC: BEAUMONT 950 Washington, Beaumont, TX 77701
#EXAM ROOMS: 12
SQ FT: 8,200
RENT/MONTH: $3,548.40 RENT/SQ FT/MONTH: $0.43

I have requested a meeting with Marlo and Robin tomorrow to discuss our call day. Will be back in touch soon.

This is the max amount that was budgeted per month for FY17 without the knowledge of the termination of the current lease arrangement with the city.

Thank you,
-Craig

Craig S. Kovacevich, MA
Associate Vice President,
Waiver Operations &
Community Health Plans
UTMB Health

281.806.0347 (Cell)
409.766.4047 (Office)
cskovace@utmb.edu

Representing:
1115 Medicaid Waiver - RHP 2
UTMB HealthCare Systems
UTMB Community Health Plans

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

Note: 40-53 Gas-Natural and Butane line item is being reduced by $500.00.
40-56 Electricity line item is being reduced by $6,000.00.

(3064) 60-02 Computer Equipment and Camera Equipment (CAPITAL)

Thirty four computer items and nine camera items are requested:

1. The MIS Department has recommended that Juvenile Probation replace its thirty four computers, as they will be approximately five years old in FY2017. I am requesting that the thirty four computers be replaced utilizing funds available through "Juvenile Delinquency Prevention Funds" at no cost to the County. The thirty four computers at $1,500 each will bring the total cost to $51,000.

2. The Juvenile Probation Department is going through the process of becoming Prison Rape Elimination Act (PREA) compliant. One area that must be addressed is "blind spots" within and around MRJJC. There are some areas within the facility that we feel should have video monitoring. I am requesting the purchase and installation of six new dome cameras and the replacement of and installation of three PTZ cameras to reduce these blind spots, in an effort to reduce possible Sexual Abuse or Sexual Harassment at the facility. I am requesting that these items be purchased utilizing "Juvenile Delinquency Prevention Funds" at no cost to the County. The dome cameras are $1,050.00 each, totaling $6,300. The PTZ cameras are $2,541.00 each, totaling $7,623.00. The total cost for the cameras is $13,923.00.

FY 2016

Total Request is $64,923.00.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending April 30, 2016

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

May 18, 2016

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 April 30, 2016 together with the results of operations of the budget for the seventh period then ended.

Revenue:

Total budgeted revenue collected for the month ending April 30, 2016 is $96,745,785. Budgeted Revenues are $118,954,643 leaving $22,208,858 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 $78,186,564 for the first seven months of the year. This amount represents 97% of the budgeted amount of $80,959,960.

Sales Taxes:

Forty-six percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $23,925,000.

Licenses & Permits:

Fifty-four percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $414,620 for the year.

Intergovernmental:

Fifty-one percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,454,559.

Fees:

Fifty-four percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be $10,382,154 for the year.

Fines and Forfeitures:

Fifty-seven percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,575,000.

Interest:

Fifty-three of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be $219,350.

Other Revenues:

Thirty-eight dollars of the budgeted revenue for Other Revenue has been collected. Revenues from Other Revenues are budgeted to be $24,000 for the year.

Expenditures:

Overall for the County's budgeted funds, forty-six percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be $124,651,004, which includes General Funds and debt service funds, excluding budgeted transfers of $4,893,271 for the fiscal year ending September 30, 2016.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING April 30, 2016
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending April 30, 2016

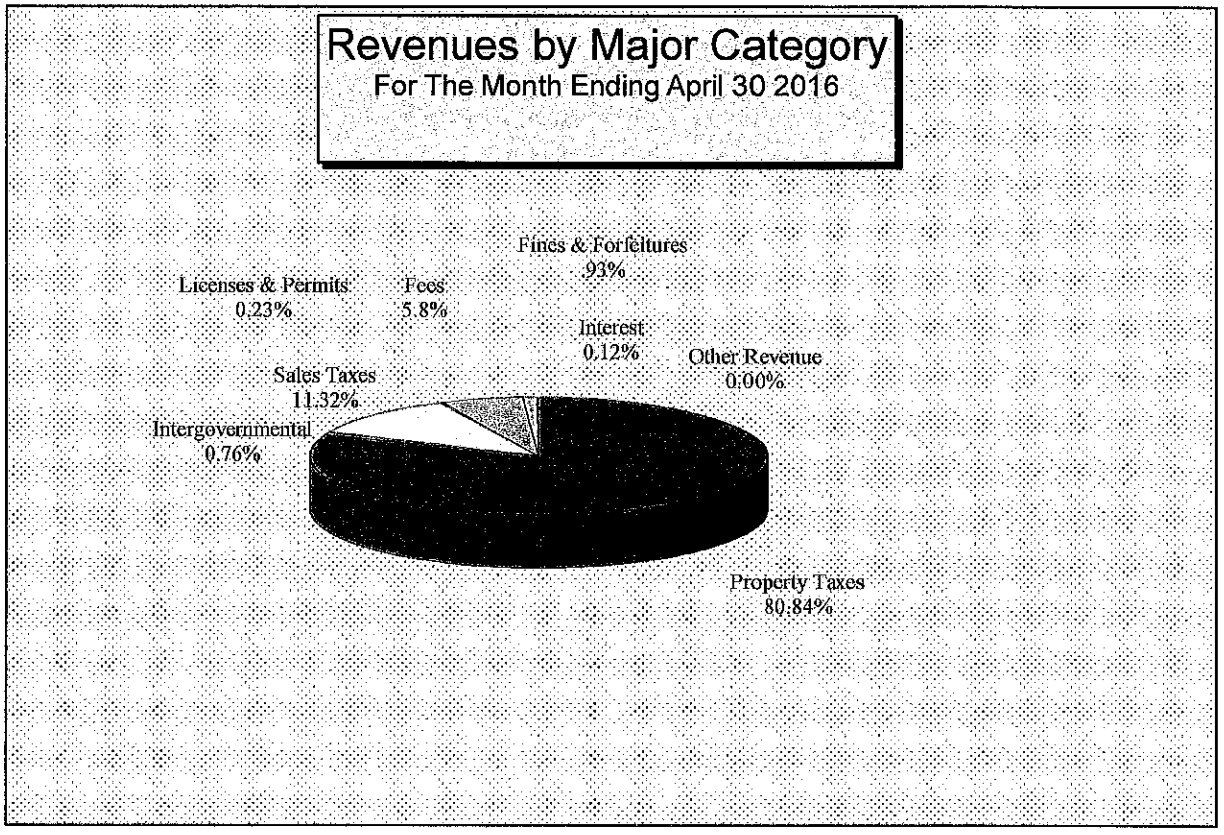
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 75,656,504	17,528,702	7,800,703	5,777,271	(1,132,575)	(2,176,116)	$ 103,454,489
Receivables & Prepaids	6,855,219	62,829	-	162,664	22,659	-	7,103,371
Intergovernmental Receivables	2,600,214	(10,190)	-	-	-	-	2,590,024
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	482,768	55,754	-	-	111,031	-	649,553
Other Assets	-	-	-	-	83,354,590	-	83,354,590
Total Assets	$ 85,744,705	$ 17,637,095	$ 7,800,703	$ 5,939,935	$ 82,355,705	$ (2,176,116)	$ 197,302,027
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 3,442,823	537,479	-	-	954,996	2,503,116	$ 7,438,414
Intergovernmental Payables	360	-	-	-	3	-	363
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,408,558	44,295	-	148,150	348,200	-	8,949,203
Fund Balance/Equity	73,892,964	17,055,321	7,800,703	5,791,785	81,052,506	(4,679,232)	180,914,047
Total Liabilities and Fund Balance/Equity	$ 85,744,705	$ 17,637,095	$ 7,800,703	$ 5,939,935	$ 82,355,705	$ (2,176,116)	$ 197,302,027

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending April 30, 2016

	3/31/2016	Month Ending April 30, 2016				4/30/2016
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 501,948	$ 7,595	$ 19,674	$ -	$ -	$ 489,869
Road & Bridge Pct. 1	2,332,122	77,002	88,273	-	-	2,320,851
Road & Bridge Pct. 2	680,355	68,610	122,111	-	-	626,854
Road & Bridge Pct. 3	713,050	63,555	95,246	-	-	681,359
Road & Bridge Pct. 4	1,193,068	81,618	103,884	-	-	1,170,802
Engineering Fund	494,655	6,674	68,342	-	-	432,987
Parks & Recreation	136,791	5,245	1,208	-	-	140,828
General Fund	70,136,198	2,531,672	9,758,421	(209,940)	-	62,699,509
Mosquito Control Fund	1,656,351	14,411	94,466	-	-	1,576,296
Tobacco Settlement Fund	3,752,578	1,031	-	-	-	3,753,609
Total General Funds	81,597,116	2,857,413	10,351,625	(209,940)	-	73,892,964
Total Special Revenue Funds	16,996,966	1,620,093	1,561,738	-	-	17,055,321
Total Capital Project Funds	8,079,759	2,645	281,701	-	-	7,800,703
Total Debt Service Funds	5,750,695	41,090	-	-	-	5,791,785
Total Enterprise Funds	81,095,454	425,758	678,646	209,940	-	81,052,506
Total Internal Service Funds	(4,357,913)	1,428,363	1,749,682	-	-	(4,679,232)
Total Balances	$ 189,162,077	$ 6,375,362	$ 14,623,392	$ -	$ -	$ 180,914,047

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending April 30, 2016

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 78,186,564	$ 80,959,960	$ 2,773,396	3.43%
Sales Taxes	10,956,298	23,925,000	12,968,702	54.21%
Licenses & Permits	223,064	414,620	191,556	46.20%
Intergovernmental	738,107	1,454,559	716,452	49.26%
Fees	5,629,574	10,382,154	4,752,580	45.78%
Fines & Forfeitures	894,990	1,575,000	680,010	43.18%
Interest	117,150	219,350	102,200	46.59%
Other Revenue	38	24,000	23,962	99.84%
	$ 96,745,785	$ 118,954,643	$ 22,208,858	18.67%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending April 30, 2016

	October 2015 -December	January	February	March	April	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund								
Current Taxes	$ 66,423	$ 239,774	$ 120,471	$ 3,986	$ 2,593	$ 433,247	$ 447,180	$ 13,933
Delinquent Taxes	978	970	414	150	278	2,790	3,322	532
Jury Fees	6,281	2,672	3,683	4,532	4,724	21,892	32,000	10,108
Other Revenue	103,190	29,648	33,218	(37,706)	-	128,350	400,000	271,650
Road & Bridge Pct. 1								
Current Taxes	86,811	313,371	157,450	5,210	3,389	566,231	584,440	18,209
Delinquent Taxes	2,130	2,112	900	326	604	6,072	7,231	1,159
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	81,384	-	-	-	81,384	549,570	468,186
Road & Bridge Fees	126,182	47,205	49,627	63,212	51,318	337,544	549,570	212,026
Sales, Rentals & Services	22,990	-	-	-	-	22,990	-	(22,990)
Fines and Forfeitures	36,335	15,247	16,542	29,897	21,691	119,712	261,700	141,988
Road & Bridge Pct. 2								
Current Taxes	79,545	287,148	144,273	4,773	3,106	518,845	535,532	16,687
Delinquent Taxes	1,964	1,948	830	301	557	5,600	6,668	1,068
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	74,573	-	-	-	74,573	503,580	429,007
Road & Bridge Fees	110,823	41,459	43,587	55,518	45,072	296,459	503,580	207,121
Sales, Rentals & Services	293	-	-	95	-	388	-	(388)
Fines and Forfeitures	33,294	13,971	15,158	27,395	19,875	109,693	239,800	130,107
Road & Bridge Pct. 3								
Current Taxes	72,612	262,121	131,699	4,357	2,835	473,624	488,857	15,233
Delinquent Taxes	1,775	1,760	750	272	503	5,060	6,026	966
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	68,074	-	-	-	68,074	459,690	391,616
Road & Bridge Fees	103,451	38,701	40,687	51,825	42,073	276,737	459,690	182,953
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Fines and Forfeitures	30,393	12,753	13,837	25,008	18,144	100,135	218,900	118,765
Road & Bridge Pct. 4								
Current Taxes	92,748	334,806	168,220	5,567	3,621	604,962	624,415	19,453
Delinquent Taxes	2,291	2,272	968	351	650	6,532	7,779	1,247
Intergovernmental Revenue	-	-	-	-	-	-	1,200	1,200
Auto Registration Fees	-	86,950	-	-	-	86,950	587,160	500,210
Road & Bridge Fees	132,137	49,433	51,969	66,195	53,740	353,474	587,160	233,686
Sales, Rentals & Services	(1,176)	300	-	-	435	(441)	-	441
Fines and Forfeitures	38,816	16,289	17,672	31,939	23,172	127,888	279,600	151,712
Other Revenue	-	-	-	-	-	-	-	-

Jefferson County, Texas

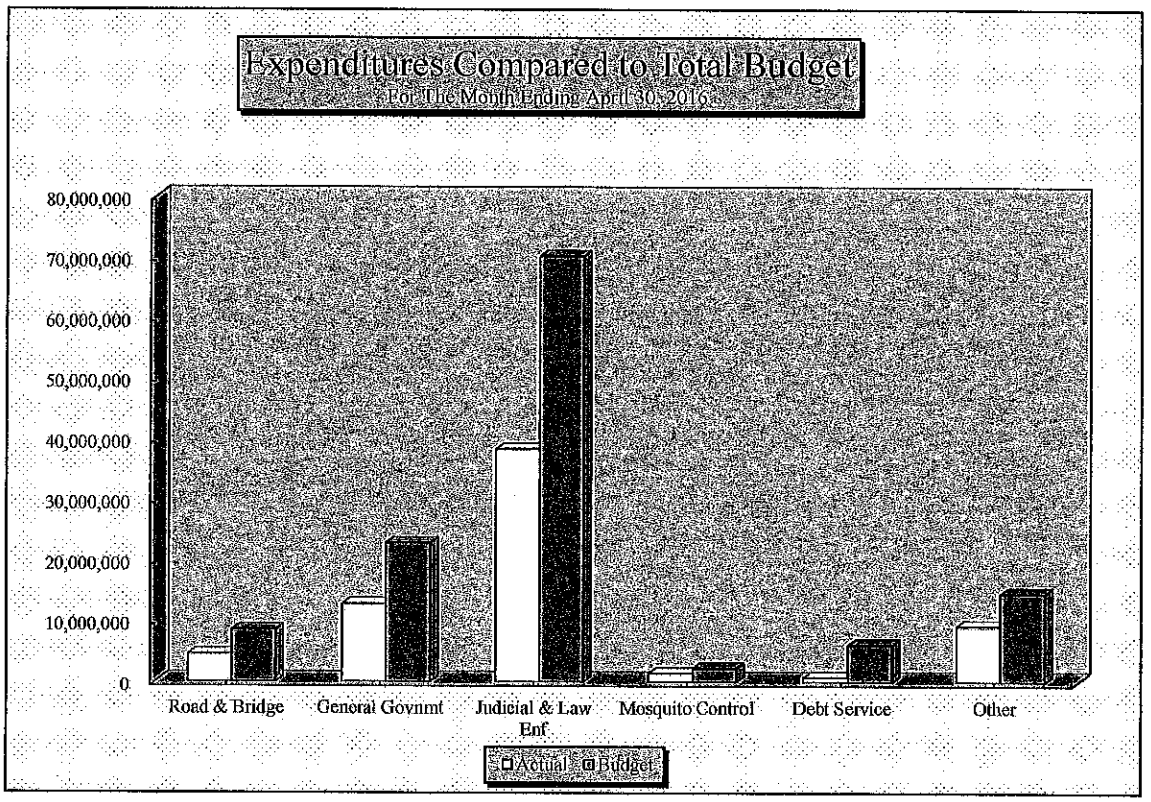
Statement of Revenues - Compared With Budget Allocation

For The Month Ending April 30, 2016

	October 2015 -December	January	February	March	April	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund								
Current Taxes	$ 145,343	$ 524,664	$ 263,611	$ 8,723	$ 5,675	$ 948,016	$ 978,501	$ 30,485
Delinquent Taxes	3,435	3,406	1,452	526	974	9,793	11,662	1,869
Licenses and Permits	-	-	-	-	-	-	400	400
Sales, Rentals & Services	-	-	200	-	25	225	1,375	1,150
Parks & Recreation								
Current Taxes	-	-	-	-	-	-	-	-
Delinquent Taxes	496	492	210	76	141	1,415	1,685	270
Sales, Rentals & Services	18,923	5,670	6,470	6,040	5,104	42,207	70,200	27,993
General Fund								
Current Taxes	11,547,434	41,684,330	12,851,076	693,037	(589,304)	66,186,573	68,608,665	2,422,092
Delinquent Taxes	283,395	280,942	119,744	43,402	80,357	807,840	961,907	154,067
Sales Taxes	2,007,495	2,021,452	2,736,704	1,975,748	2,214,899	10,956,298	23,925,000	12,968,702
Other Taxes	-	38	-	-	-	38	24,000	23,962
Licenses and Permits	70,172	35,220	34,249	34,964	48,459	223,064	414,220	191,156
Intergovernmental Revenue	147,630	10,104	101,097	60,128	290,798	609,757	1,053,359	443,602
Fees of Office	872,930	473,270	351,265	468,722	186,771	2,352,958	4,236,300	1,883,342
Other Sales, Rentals & Svcs.	517,463	195,341	429,475	260,993	210,882	1,614,154	1,842,279	228,125
Fines & Forfeitures	214,513	22,894	122,535	8,630	68,990	437,562	575,000	137,438
Interest	10,916	9,146	36,023	26,672	19,820	102,577	200,000	97,423
Other Revenue	-	-	-	-	-	-	-	-
Mosquito Control Fund								
Current Taxes	322,899	1,165,610	585,648	19,379	12,606	2,106,142	2,173,870	67,728
Delinquent Taxes	6,363	6,310	2,689	975	1,805	18,142	21,604	3,462
Spraying Contract	-	-	-	-	-	-	-	-
Sales, Rentals & Services	6	-	-	-	-	6	-	(6)
Tobacco Settlement Fund								
Interest	2,769	450	1,603	1,252	1,031	7,105	10,500	3,395
Debt Service								
Current Taxes	830,740	2,998,841	1,506,731	49,858	32,433	5,418,603	5,418,500	(103)
Delinquent Taxes	24,095	22,434	9,815	3,662	7,071	67,077	72,116	5,039
Interest	1,042	499	2,428	1,913	1,586	7,468	8,850	1,382
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-
Total	$ 18,178,345	$ 51,486,054	$ 20,174,980	$ 4,007,903	$ 2,898,503	$ 96,745,785	$ 118,954,643	$ 22,208,858

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 58% of Budget Expended
For The Month Ending April 30, 2016

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 393,876	$ 1,016,433	$ 622,557	61.25%
Road & Bridge Funds	3,951,540	7,358,571	3,407,031	46.30%
Engineering Fund	588,248	1,055,510	467,262	44.27%
Parks & Recreation Fund	37,599	182,274	144,675	79.37%
General Fund:				
General Government	12,829,071	22,898,883	10,069,812	43.98%
Judicial	10,074,064	18,642,615	8,568,551	45.96%
Law Enforcement	27,903,064	50,543,587	22,640,523	44.79%
Education	180,949	409,074	228,125	55.77%
Health & Welfare	6,107,938	8,488,181	2,380,243	28.04%
Maintenance	2,001,351	3,763,781	1,762,430	46.83%
Other	823,130	1,794,056	970,926	54.12%
Mosquito Control Fund	1,415,755	2,261,918	846,163	37.41%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	771,160	6,136,121	5,364,961	87.43%
	$ 67,177,745	$ 124,651,004	$ 57,473,259	46.11%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending April 30, 2016

	October 2015 December	January	February	March	April	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 193,663	$ 57,729	$ 59,856	$ 57,240	$ 19,674	$ 5,714	$ 393,876	$ 1,016,433	$ 622,557
Road & Brdg Pct. 1	302,402	92,298	108,221	153,901	88,273	182,174	927,269	1,626,879	699,610
Road & Brdg Pct. 2	389,318	100,749	110,773	155,825	122,111	198,033	1,076,809	1,824,918	748,109
Road & Brdg Pct. 3	320,044	92,091	101,562	167,952	95,246	61,789	838,684	1,818,541	979,857
Road & Brdg Pct. 4	440,110	110,626	68,766	195,015	103,884	190,377	1,108,778	2,088,233	979,455
Engineering	304,241	71,389	71,783	71,340	68,342	1,153	588,248	1,055,510	467,262
Parks & Recreation	12,323	4,801	6,257	4,589	1,208	8,421	37,599	182,274	144,675
Tax Assessor/Coll.	999,109	281,957	294,332	274,566	271,253	10,504	2,131,721	3,857,301	1,725,580
Human Resources	98,197	30,061	32,219	30,450	31,307	2,598	224,832	440,054	215,222
County Auditor	398,045	103,535	104,342	106,620	107,896	795	821,233	1,452,050	630,817
County Clerk	560,576	174,781	166,772	163,122	163,412	66,538	1,295,201	2,280,584	985,383
County Judge	221,388	61,185	66,648	65,381	67,444	806	482,852	893,263	410,411
Risk Management	63,516	18,025	18,018	18,275	17,938	813	136,585	251,272	114,687
County Treasurer	96,119	27,811	28,593	28,760	28,490	297	210,070	381,825	171,755
Printing Department	34,489	8,123	10,274	10,951	10,809	8,417	83,063	163,521	80,458
Purchasing Department	133,194	39,974	40,450	39,982	41,155	14,857	309,612	560,791	251,179
General Services	2,301,656	590,268	1,316,701	437,701	744,741	53,624	5,444,691	9,540,076	4,095,385
MIS	566,619	157,226	162,029	138,906	136,911	25,098	1,186,789	2,126,365	939,576
Voter's Registration	67,841	7,153	11,051	1,174	8,150	450	95,819	144,203	48,384
Elections	186,410	38,553	8,984	149,070	20,091	3,495	406,603	807,578	400,975
District Attorney	1,667,479	481,149	488,704	492,109	479,358	19,282	3,628,081	6,541,322	2,913,241
District Clerk	470,576	143,618	143,606	142,700	141,297	8,113	1,049,910	1,907,002	857,092
Criminal Dist. Court	355,770	96,386	127,309	114,253	107,172	314	801,204	1,533,277	732,073
58th Dist. Court	76,406	22,155	24,544	23,667	20,659	419	167,850	312,943	145,093
60th Dist. Court	75,147	21,826	21,999	21,857	21,861	1,349	164,039	292,139	128,100
136th Dist. Court	77,078	22,422	22,478	22,716	22,469	64	167,227	300,145	132,918
172nd Dist. Court	72,674	20,613	21,192	20,597	20,930	26	156,032	297,368	141,336
252nd Dist. Court	275,482	80,537	121,808	113,736	84,295	422	676,280	1,157,940	481,660
279th Dist. Court	96,516	21,107	34,936	28,219	27,449	111	208,338	400,192	191,854
317th Dist. Court	185,387	44,604	60,164	46,532	59,861	1,335	397,883	774,625	376,742
J.P. Pct. 1 Pl 1	87,670	25,413	26,034	26,705	27,828	524	194,174	361,649	167,475
J.P. Pct. 1 Pl 2	84,941	26,303	26,509	27,337	26,914	1,283	193,287	362,996	169,709
J.P. Pct. 2	73,872	21,891	21,491	21,835	22,824	877	162,790	338,142	175,352
J.P. Pct. 4	89,049	26,662	27,260	26,596	25,951	682	196,200	361,252	165,052
J.P. Pct. 6	93,372	27,185	27,289	27,089	27,167	814	202,916	373,062	170,146
J.P. Pct. 7	82,233	24,422	24,260	24,491	28,124	1,838	185,368	363,697	178,329
J.P. Pct. 8	85,864	25,267	25,723	24,542	23,842	3,066	188,304	372,391	184,087
Cnty. Court at Law 1	120,084	35,493	35,880	36,957	35,250	-	263,664	476,262	212,598
Cnty. Court at Law 2	174,377	44,194	58,382	49,731	47,286	556	374,526	646,695	272,169
Cnty. Court at Law 3	175,033	52,061	54,275	52,133	52,813	770	387,085	726,395	339,310
Court Master	94,134	28,391	27,307	27,103	27,011	56	204,002	483,393	279,391

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending April 30, 2016

	October 2015 December	January	February	March	April	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 42,708	$ 17,321	$ 14,528	$ 14,433	$ 12,725	$ 3,189	$ 104,904	$ 259,728	$ 154,824
Alternative School	74,110	22,065	22,065	23,628	22,751	1,584	166,203	393,885	227,682
Comm. Supervision	1,738	3,394	358	358	358	-	6,206	19,003	12,797
Sheriff's Dept.	3,411,626	966,090	960,666	1,028,873	946,110	58,117	7,371,482	13,339,540	5,968,058
Crime Lab	336,303	87,485	85,362	98,109	84,453	15,432	707,144	1,372,578	665,434
Jail	6,592,679	2,203,963	1,843,482	2,113,111	2,633,334	275,755	15,662,324	27,744,977	12,082,653
Juvenile Probation	335,655	99,918	98,118	94,663	97,165	2,316	727,835	1,579,201	851,366
Juvenile Detention	456,831	149,587	140,322	137,433	140,857	64,089	1,089,119	2,100,514	1,011,395
Constable Pct. 1	181,898	56,679	56,318	51,435	107,820	6,191	460,341	809,963	349,622
Constable Pct. 2	106,065	39,324	32,065	32,235	32,407	424	242,520	451,296	208,776
Constable Pct. 4	102,617	29,632	30,027	30,122	30,592	4,765	227,755	433,505	205,750
Constable Pct. 6	143,973	41,732	68,927	39,127	41,499	4,172	339,430	600,781	261,351
Constable Pct. 7	109,402	33,206	35,656	32,792	31,980	14	243,050	436,365	193,315
Constable Pct. 8	119,287	61,603	37,066	32,123	32,128	1,020	283,227	476,979	193,752
County Morgue	126,872	66,250	56,465	59,250	67,481	110	376,428	785,000	408,572
Agriculture Ext.	82,552	24,214	23,078	26,382	23,524	1,199	180,949	409,074	228,125
Public Health # 1	279,617	77,007	97,765	123,428	88,384	7,465	673,666	1,271,722	598,056
Public Health # 2	276,303	99,861	88,340	80,368	80,593	3,603	631,068	1,244,489	613,421
Nurse Practitioner	73,389	20,172	18,299	22,221	21,194	7,186	162,461	304,295	141,834
Child Welfare	17,606	12,182	11,109	4,532	5,857	-	51,286	149,900	98,614
Env. Control	91,734	22,398	23,465	26,051	25,136	26	188,810	385,203	196,393
Ind. Medical Svcs.	235,840	72,514	1,886,594	105,642	1,891,093	81,993	4,273,676	4,905,362	631,686
Emergency Mgmt.	58,673	16,693	16,696	16,696	18,213	-	126,971	227,210	100,239
Beaumont Maintenance	450,620	143,726	287,054	121,233	199,469	266,042	1,468,144	2,785,083	1,316,939
Port Arthur Maint.	178,372	54,928	56,432	49,541	53,636	26,904	419,813	759,584	339,771
Mid-County Maint.	37,692	13,580	18,501	12,599	12,294	18,728	113,394	219,114	105,720
Service Center	174,644	56,050	65,703	65,358	52,448	240,243	654,446	1,260,582	606,136
Veteran Service	73,083	21,869	21,901	26,603	24,962	266	168,684	296,912	128,228
Mosquito Control	717,913	82,069	87,517	141,807	94,466	291,983	1,415,755	2,261,918	846,163
Tobacco Settlement	100,000	-	-	-	-	-	100,000	100,000	-
Debt Service Funds	500	770,660	-	-	-	-	771,160	6,136,121	5,364,961
Contingency	-	-	-	-	-	-	-	236,562	236,562
Total	$ 27,194,706	$ 8,726,206	$ 10,392,660	$ 8,251,878	$ 10,351,625	$ 2,260,670	$ 67,177,745	$ 124,651,004	$ 57,473,259

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending April 30, 2016

Issue	Beginning Amount Outstanding	2015-2016 Requirements				2015-2016 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	2,265,000	1,115,000	67,950	4,000	1,186,950	-	33,975	1,200	35,175	2,265,000
2012 Refunding Bonds	37,590,000	3,210,000	1,454,000	4,000	4,668,000	-	727,000	1,200	728,200	37,590,000
2013 Refunding Bonds	805,000	265,000	12,171	4,000	281,171	-	6,085	1,700	7,785	805,000
	$ 40,660,000	$ 4,590,000	$ 1,534,121	$ 12,000	$ 6,136,121	$ -	$ 767,060	$ 4,100	$ 771,160	$ 40,660,000

Jefferson County, Texas
Statement of Transfers In and Out

Fund		Transfers In		Transfers Out	
120	General Fund	-		1,094,615	(a)
293	HAVA Fund	-		23,686	(a)
311	Capital Projects Fund	23,686	(a)	46,471	(a)
312	CERTZ Grant	46,471	(a)		
550	SETEC Fund	1,094,615	(a)	-	
865	Marine Division	-		23,175	(a)
888	2015 Port Security Grant	23,175	(a)	-	
		$1,187,947		$1,187,947	

(a) Budgeted Transfer

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	255.80	421114	
			255.80**
ROAD & BRIDGE PCT.#1			
AT&T	63.38	421097	
STAR GRAPHICS SHARP	19.41	421102	
DEPARTMENT OF INFORMATION RESOURCES	.05	421128	
EDDIE ARNOLD	293.64	421164	
ASCO	1,586.34	421207	
			1,962.82**
ROAD & BRIDGE PCT.#2			
MID-COUNTY ALTERNATOR	100.00	421077	
MUNRO'S	18.45	421079	
RITTER @ HOME	51.97	421088	
STAR GRAPHICS SHARP	24.96	421102	
BUMPER TO BUMPER	52.37	421162	
MARTIN PRODUCT SALES LLC	8,103.08	421166	
			8,350.83**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	4.04	421049	
ENTERGY	203.52	421055	
ISI COMMERCIAL REFRIGERATION	15.42	421060	
MUNRO'S	82.19	421079	
STAR GRAPHICS SHARP	38.82	421102	
TRIANGLE CLUTCH REBLDRS.	175.00	421112	
AUTO ZONE	8.94	421120	
HOWARD'S AUTO SUPPLY	330.44	421125	
DEPARTMENT OF INFORMATION RESOURCES	.48	421128	
C & I OIL COMPANY INC	4,212.72	421177	
SUPPLYWORKS	132.90	421228	
MARTIN MARIEETA MATERIALS	996.24	421231	
			6,200.71**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	1,278.40	421032	
CITY OF BEAUMONT - WATER DEPT.	19.03	421039	
CASH ADVANCE ACCOUNT	563.35	421065	
T. JOHNSON INDUSTRIES, INC.	265.00	421067	
T. JOHNSON INDUSTRIES, INC.	85.13	421068	
M&D SUPPLY	46.10	421073	
MUNRO'S	64.02	421079	
OFFICE DEPOT	157.18	421081	
SMART'S TRUCK & TRAILER, INC.	259.63	421095	
STAR GRAPHICS SHARP	63.73	421102	
TAC - TEXAS ASSN. OF COUNTIES	230.00	421105	
DEPARTMENT OF INFORMATION RESOURCES	.23	421128	
INTERSTATE ALL BATTERY CENTER - BMT	116.95	421182	
ASCO	481.83	421207	
CINTAS CORPORATION	95.62	421241	
			3,726.20**
ENGINEERING FUND			
STAR GRAPHICS SHARP	317.75	421102	
TRI-CITY COFFEE SERVICE	24.15	421114	
UNITED STATES POSTAL SERVICE	6.88	421140	
			348.78**
PARKS & RECREATION			
ENTERGY	225.57	421055	
JIFFY TROPHIES	9.50	421066	
M&D SUPPLY	139.20	421073	
TRIANGLE ENGINE DIST.	51.59	421113	
SPRINT WASTE SERVICES LP	310.80	421217	
SUPPLYWORKS	44.50	421228	
			781.16**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHERN COMPUTER WAREHOUSE	183.92	421031	
ACE IMAGEWEAR	21.35	421093	
STAR GRAPHICS SHARP	102.60	421102	
DEPARTMENT OF INFORMATION RESOURCES	.19	421128	
UNITED STATES POSTAL SERVICE	745.24	421140	
APPRAISAL & COLLECTION TECHNOLOGIES	998.00	421187	
ROCHESTER ARMORED CAR CO INC	352.00	421193	
			2,403.30*
COUNTY HUMAN RESOURCES			
SETHRA	65.00	421096	
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	13.25	421140	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	330.00	421239	
			427.66*
AUDITOR'S OFFICE			
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	11.12	421140	
			30.53*
COUNTY CLERK			
OFFICE DEPOT	171.32	421081	
STAR GRAPHICS SHARP	291.99	421102	
UNITED STATES POSTAL SERVICE	287.68	421140	
TOI A LINTON	17.82	421176	
INTERSTOR DESIGN ASSOCIATES	1,500.00	421196	
			2,268.81*
COUNTY JUDGE			
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	2.79	421140	
GRACE NICHOLS	1,600.00	421179	
HARVEY L WARREN III	2,000.00	421188	
SNIDER LAW FIRM PLLC	500.00	421216	
JAN GIROUARD & ASSOCIATES LLC	400.00	421236	
			4,522.20*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	28.67	421140	
			48.08*
COUNTY TREASURER			
STAR GRAPHICS SHARP	92.04	421102	
UNITED STATES POSTAL SERVICE	211.00	421140	
			303.04*
PRINTING DEPARTMENT			
STAR GRAPHICS COPIERS, INC.	3,946.36	421098	
STAR GRAPHICS SHARP	795.30	421102	
			4,741.66*
PURCHASING DEPARTMENT			
OFFICE DEPOT	185.92	421081	
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	35.36	421140	
			240.69*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	75.00	421065	
SPINDLETOP MHMR	32,990.75	421070	
OLMSTED-KIRK PAPER	1,755.00	421083	
TIME WARNER COMMUNICATIONS	488.97	421106	
TRI-CITY COFFEE SERVICE	123.10	421114	
TEXAS COFFEE COMPANY	94.98	421126	
CROWN CASTLE INTERNATIONAL	1,413.81	421157	
RAPE & SUICIDE CRISIS OF SET, INC.	10,000.00	421180	
SAM'S CLUB DIRECT	41.92	421204	
DYNAMEX INC	198.82	421215	
			47,182.35*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	50.28	421081	
STAR GRAPHICS SHARP	19.41	421102	
CDW COMPUTER CENTERS, INC.	82.93	421127	
VERIZON WIRELESS	75.98	421138	
SHI GOVERNMENT SOLUTIONS, INC.	882.00	421141	
SOLARWINDS.NET INC	409.00	421142	
			1,519.60*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	49.32	421140	
			68.73*
ELECTIONS DEPARTMENT			
STAR GRAPHICS SHARP	75.34	421102	
UNITED STATES POSTAL SERVICE	25.48	421140	
PRINTELECT	549.48	421189	
			650.30*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	1,621.20	421038	
FED EX	6.60	421050	
CASH ADVANCE ACCOUNT	698.79	421065	
OFFICE DEPOT	635.55	421081	
STAR GRAPHICS SHARP	133.11	421102	
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,050.00	421111	
UNITED STATES POSTAL SERVICE	239.18	421140	
CHILD ABUSE & FORENSIC SERVICES	125.00	421146	
RECALL TOTAL INFORMATION MANAGEMENT	1,074.86	421156	
HEALTHPORT	2,101.77	421214	
CHRISTIE BEAUGH MS LPC LLC	300.00	421238	
MARCELO MOLFINO	743.52	421243	
			8,729.58*
DISTRICT CLERK			
OFFICE DEPOT	176.89	421081	
STAR GRAPHICS SHARP	19.41	421102	
CDW COMPUTER CENTERS, INC.	813.09	421127	
UNITED STATES POSTAL SERVICE	291.95	421140	
			1,301.34*
CRIMINAL DISTRICT COURT			
TODD W. LEBLANC	900.00	421025	
EDWARD B. GRIPON, M.D., P.A.	595.00	421054	
JIMMY D. HAMM	600.00	421057	
STAR GRAPHICS SHARP	122.48	421102	
KEVIN S. LAINE	2,500.00	421124	
UNITED STATES POSTAL SERVICE	9.68	421140	
JAMES R. MAKIN, P.C.	837.50	421195	
MELISSA NAIL	129.50	421244	
			5,694.16*
58TH DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	.80	421140	
JOHN WOOLDRIDGE	176.99	421224	
			197.20*
60TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,474.00	421065	
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	1.60	421140	
			1,495.01*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	421102	
			19.41*
172ND DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	19.40	421140	
			38.81*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
THOMAS J. BURBANK, P.C.	800.00	421036	
JIFFY TROPHIES	300.00	421066	
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	117.26	421140	
JASON ROBERT NICKS	800.00	421186	
JAMES R. MAKIN, P.C.	9,529.75	421195	
			11,566.42*
279TH DISTRICT COURT			
PHILLIP DOWDEN	75.00	421030	
TERRENCE HOLMES	325.00	421059	
ANITA F. PROVO	150.00	421087	
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	.80	421140	
GLEN M. CROCKER	325.00	421143	
TONYA CONNELL TOUPS	150.00	421171	
P DEAN BRINKLEY	75.00	421192	
WILLIAM MARCUS WILKERSON	75.00	421205	
MATUSKA LAW FIRM	400.00	421218	
TARA SHELANDER	2,575.00	421220	
DANE DENNISON	75.00	421221	
MELANIE AIREY	150.00	421225	
ASHLEY CEDILLO	500.00	421240	
			4,895.21*
317TH DISTRICT COURT			
TRACEY D. BURK	452.25	421037	
CASH ADVANCE ACCOUNT	472.04	421065	
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	.93	421140	
JUDY PAASCH	2,323.90	421163	
			3,268.53*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP	24.96	421102	
UNITED STATES POSTAL SERVICE	47.89	421140	
			72.85*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	19.41	421102	
			19.41*
JUSTICE COURT-PCT 2			
CASH ADVANCE ACCOUNT	650.72	421065	
			650.72*
JUSTICE COURT-PCT 4			
KIRKSEY'S SPRINT PRINTING	24.95	421069	
STAR GRAPHICS SHARP	24.96	421102	
DEPARTMENT OF INFORMATION RESOURCES	.17	421128	
CLASSIC FORMS AND PRODUCTS	99.00	421153	
			149.08*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	115.48	421081	
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	28.79	421140	
			163.68*
JUSTICE COURT-PCT 7			
AT&T	30.57	421097	
DEPARTMENT OF INFORMATION RESOURCES	.11	421128	
			30.68*
JUSTICE OF PEACE PCT. 8			
STAR GRAPHICS SHARP	19.41	421102	
			19.41*
COUNTY COURT AT LAW NO.1			
STAR GRAPHICS SHARP	68.20	421102	
UNITED STATES POSTAL SERVICE	5.78	421140	
			73.98*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	250.00	421023	
STAR GRAPHICS SHARP	19.41	421102	
JOHN D WEST	250.00	421129	
UNITED STATES POSTAL SERVICE	4.52	421140	
JOEL WEBB VAZQUEZ	300.00	421161	
ASHLEY CEDILLO	250.00	421240	
			1,073.93*
COUNTY COURT AT LAW NO. 3			
MARVA PROVO	250.00	421086	
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	14.03	421140	
LAURIE PEROZZO	400.00	421184	
MATUSKA LAW FIRM	350.00	421218	
			1,033.44*
COURT MASTER			
OFFICE DEPOT	288.39	421081	
STAR GRAPHICS SHARP	19.41	421102	
VERIZON WIRELESS	122.23	421138	
UNITED STATES POSTAL SERVICE	1.26	421140	
			431.29*
MEDIATION CENTER			
STAR GRAPHICS SHARP	19.41	421102	
UNITED STATES POSTAL SERVICE	5.54	421140	
			24.95*
ALTERNATIVE SCHOOL			
BEAUMONT TRACTOR COMPANY	28.27	421034	
HERNANDEZ OFFICE SUPPLY, INC.	83.52	421058	
SANITARY SUPPLY, INC.	937.82	421090	
MATERA PAPER COMPANY INC	62.02	421208	
			1,111.63*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	77.64	421102	
			77.64*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	56.00	421048	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,588.00	421061	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,010.00	421062	
MCNEILL INSURANCE AGENCY	71.00	421076	
STAR GRAPHICS SHARP	221.84	421102	
DEPARTMENT OF INFORMATION RESOURCES	1.04	421128	
VERIZON WIRELESS	3,153.17	421137	
UNITED STATES POSTAL SERVICE	958.36	421140	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	421145	
FIVE STAR FEED	167.20	421155	
TEXAS CODE BLUE LLC	584.00	421160	
RITA HURT	275.00	421198	
			8,118.56*
CRIME LABORATORY			
LYNN PEAVEY CO., INC.	57.50	421072	
HENRY SCHEIN, INC.	131.64	421091	
STAR GRAPHICS SHARP	24.96	421102	
AIRGAS SOUTHWEST	211.55	421173	
JULIE HANNON	600.00	421210	
DOCTORS EXPRESS	100.00	421234	
ATTAINIT	424.66	421235	
			1,550.31*
JAIL - NO. 2			
A&A EQUIPMENT	168.34	421018	
MARK'S PLUMBING PARTS	19.27	421020	
HILO / O'REILLY AUTO PARTS	102.90	421021	
JOHNSTONE SUPPLY	12.48	421026	
BOB BARKER CO., INC.	734.63	421033	
BEAUMONT TRACTOR COMPANY	517.54	421034	
BELL FENCE MFG. CO.	600.90	421035	
COBURN'S, BEAUMONT BOWIE (1)	192.85	421044	

NAME	AMOUNT	CHECK NO.	TOTAL
ECOLAB	399.90	421047	
W.W. GRAINGER, INC.	1,824.09	421053	
HERNANDEZ OFFICE SUPPLY, INC.	714.23	421058	
JACK BROOKS REGIONAL AIRPORT	997.56	421063	
CASH ADVANCE ACCOUNT	5,530.19	421065	
M&D SUPPLY	84.82	421073	
MCNEILL INSURANCE AGENCY	71.00	421076	
MOORE SUPPLY, INC.	1,007.74	421078	
OFFICE DEPOT	654.97	421081	
PETTY CASH - SHERIFF'S OFFICE	124.00	421084	
SANITARY SUPPLY, INC.	2,294.91	421090	
SCOTT EQUIPMENT, INC.	82.41	421092	
SHERWIN-WILLIAMS	17.60	421094	
STAR GRAPHICS SHARP	354.97	421102	
WORTH HYDROCHEM	327.00	421118	
DEPARTMENT OF INFORMATION RESOURCES	4.70	421128	
LOWE'S HOME CENTERS, INC.	56.99	421149	
LAMAR INSTITUTE OF TECHNOLOGY	59.50	421150	
ST. MARY PARISH SHERIFF'S OFFICE	94.50	421151	
TEXAS CODE BLUE LLC	972.00	421160	
AIRGAS SOUTHWEST	362.85	421173	
WORLD FUEL SERVICES	1,247.64	421185	
FIVE STAR CORRECTIONAL SERVICE	16,145.67	421190	
INDUSTRIAL & COMMERCIAL MECHANICAL	105.00	421201	
EPIC CARD SERVICES LLC	174.00	421202	
CONMED INC	200,118.71	421206	
MATERA PAPER COMPANY INC	6,745.96	421208	
THOMSON REUTERS-WEST	4,589.25	421209	
FROGWASH PRESSURE WASHING	800.00	421211	
KROPP HOLDINGS INC	568.17	421213	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	421219	
GALLS LLC	845.00	421227	
LONE STAR UNIFORMS	152.90	421233	
INDUSTRIAL TRANSPORTATION WASTE LLC	970.00	421242	
			252,850.14*
JUVENILE PROBATION DEPT.			
EDWARD B. GRIPON, M.D., P.A.	2,900.00	421054	
STAR GRAPHICS SHARP	38.82	421102	
VERIZON WIRELESS	66.86	421138	
UNITED STATES POSTAL SERVICE	69.01	421140	
			3,074.69*
JUVENILE DETENTION HOME			
STAR GRAPHICS SHARP	63.73	421102	
JOHN C. WHITE, D.D.S.	100.00	421117	
OAK FARM DAIRY	363.00	421123	
FLOWERS FOODS	96.11	421158	
BEN E KEITH FOODS	2,503.22	421159	
ATTABOY TERMITE & PEST CONTROL	80.00	421183	
A1 FILTER SERVICE COMPANY	183.79	421197	
			3,389.85*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	24.95	421069	
OFFICE DEPOT	68.95	421081	
STAR GRAPHICS SHARP	89.62	421102	
VERIZON WIRELESS	227.94	421138	
UNITED STATES POSTAL SERVICE	57.66	421140	
TEXAS CODE BLUE LLC	1,531.50	421160	
			2,000.62*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	421138	
			113.97*
CONSTABLE-PCT 4			
STAR GRAPHICS SHARP	19.41	421102	
DEPARTMENT OF INFORMATION RESOURCES	.02	421128	
VERIZON WIRELESS	113.97	421138	
			133.40*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	19.41	421102	
VERIZON WIRELESS	113.97	421138	
UNITED STATES POSTAL SERVICE	6.38	421140	
			139.76*
CONSTABLE PCT. 7			
AT&T	30.57	421097	
VERIZON WIRELESS	113.97	421138	
			144.54*
CONSTABLE PCT. 8			
KIRKSEY'S SPRINT PRINTING	24.95	421069	
STAR GRAPHICS SHARP	89.56	421102	
VERIZON WIRELESS	113.97	421138	
			228.48*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	127.00	421019	
STAR GRAPHICS SHARP	55.47	421102	
			182.47*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	999.00	421041	
STAR GRAPHICS SHARP	103.29	421102	
AUSTIN CECIL WALKES MD PA	3,245.08	421116	
UNITED STATES POSTAL SERVICE	61.91	421140	
			4,409.28*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	2,997.00	421042	
GABRIEL FUNERAL HOME, INC.	1,500.00	421051	
ENTERGY	24.42	421056	
OFFICE DEPOT	312.12	421081	
AT&T	30.57	421097	
STAR GRAPHICS SHARP	38.82	421102	
TIME WARNER COMMUNICATIONS	183.88	421108	
AUSTIN CECIL WALKES MD PA	3,245.08	421116	
HEB - PORT ARTHUR	88.38	421172	
SAM'S CLUB DIRECT	36.86	421204	
			8,457.13*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	421027	
STAR GRAPHICS SHARP	19.41	421102	
			1,019.41*
CHILD WELFARE UNIT			
DISA, INC.	312.00	421046	
BEAUMONT OCCUPATIONAL SERVICE, INC.	429.50	421145	
J.C. PENNEY'S	3,597.15	421147	
SEARS COMMERICAL CREDIT	2,360.78	421148	
			6,699.43*
ENVIRONMENTAL CONTROL			
STAR GRAPHICS SHARP	89.62	421102	
DEPARTMENT OF INFORMATION RESOURCES	.14	421128	
			89.76*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	320.96	421199	
CARDINAL HEALTH 110 INC	17,440.79	421212	
MANNING'S OFFICE SOLUTIONS LLC	123.96	421237	
			17,885.71*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	8,812.04	421039	
ENTERGY	44,018.67	421055	
AT&T	5,189.66	421097	
STAR GRAPHICS SHARP	19.41	421102	
DEPARTMENT OF INFORMATION RESOURCES	5,305.52	421128	
			63,345.30*
MAINTENANCE-PORT ARTHUR			

NAME	AMOUNT	CHECK NO.	TOTAL
GUARDIAN FORCE	220.00	421022	
CITY OF PORT ARTHUR - WATER DEPT.	718.46	421040	
CURETON & SON	91.00	421045	
ROMERO GLASS CO.	291.00	421089	
AT&T	53.20	421097	
STAR GRAPHICS SHARP	38.82	421102	
HOWARD'S AUTO SUPPLY	159.75	421125	
DEPARTMENT OF INFORMATION RESOURCES	.60	421128	
LOWE'S HOME CENTERS, INC.	116.49	421149	
TEXAS GAS SERVICE	314.74	421152	
SUNBELT RENTALS	177.52	421154	
PARKER LUMBER	517.56	421191	
SUPPLYWORKS	1,571.40	421228	
			4,270.54*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	29.12	421093	
STAR GRAPHICS SHARP	19.41	421102	
US FLAG & FLAGPOLE SUPPLY	200.00	421121	
LOWE'S HOME CENTERS, INC.	45.35	421149	
			293.88*
SERVICE CENTER			
MUNRO'S	40.95	421079	
PHILPOTT MOTORS, INC.	121.92	421085	
STAR GRAPHICS SHARP	19.41	421102	
TATE & CO., INC.	5,934.54	421109	
S.E. TEXAS AUTO EQUIPMENT	144.29	421122	
JEFFERSON CTY. TAX OFFICE	7.50	421130	
JEFFERSON CTY. TAX OFFICE	7.50	421131	
JEFFERSON CTY. TAX OFFICE	7.50	421132	
JEFFERSON CTY. TAX OFFICE	7.50	421133	
JEFFERSON CTY. TAX OFFICE	7.50	421134	
JEFFERSON CTY. TAX OFFICE	7.50	421135	
JEFFERSON CTY. TAX OFFICE	7.50	421136	
BUMPER TO BUMPER	147.72	421162	
LIBERTY TIRE RECYCLING LLC	101.64	421181	
TEXAS DEPARTMENT OF MOTOR VEHICLES	15.00	421230	
CINTAS CORPORATION	138.78	421241	
			6,716.75*
VETERANS SERVICE			
STAR GRAPHICS SHARP	66.56	421102	
UNITED STATES POSTAL SERVICE	25.20	421140	
			91.76*
			491,751.05**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	694.07	421063	
M&D SUPPLY	40.59	421073	
MUNRO'S	75.70	421079	
SANITARY SUPPLY, INC.	159.13	421090	
STAR GRAPHICS SHARP	19.41	421102	
TIME WARNER COMMUNICATIONS	73.02	421107	
DEPARTMENT OF INFORMATION RESOURCES	.08	421128	
			1,062.00**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	19.41	421102	
			19.41**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	280.85	421145	
JUDY PAASCH	50.00	421163	
			330.85**
SECURITY FEE FUND			
KWP TELECOM LLC	620.00	421232	
			620.00**
LAW LIBRARY FUND			
STAR GRAPHICS SHARP	19.41	421102	
THOMSON REUTERS-WEST	2,281.21	421209	
			2,300.62**
EMPG GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	1.68	421102	
			1.68**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	33.12	421138	
			33.12**
GRANT A STATE AID			
VERIZON WIRELESS	32.17	421138	
			32.17**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	928.68	421065	
OFFICE DEPOT	37.16	421081	
PAMELA G. STEWART	73.39	421103	
DEPARTMENT OF INFORMATION RESOURCES	2.73	421128	
VERIZON WIRELESS	121.19	421138	
UNITED STATES POSTAL SERVICE	130.80	421140	
JCCSC	125.00	421194	
SAM'S CLUB DIRECT	78.36	421204	
DANA DOVER	20.00	421226	
			1,517.31**
JEFF. CO. WOMEN'S CENTER			
ALL STAR PLUMBING	100.00	421029	
CITY OF BEAUMONT - WATER DEPT.	998.66	421039	
GOLD CREST ELECTRIC CO., INC.	97.50	421052	
ENTERGY	1,520.02	421055	
LUBE SHOP	88.96	421071	
M&D SUPPLY	181.53	421073	
KIM MCKINNEY, LPC, LMFT	375.00	421075	
OFFICE DEPOT	276.31	421081	
STAR GRAPHICS SHARP	38.82	421102	
SYSCO FOOD SERVICES, INC.	1,727.07	421104	
TEXAS ASSN. OF COUNTIES - RISK	2,480.00	421110	
BURT WALKER PARTNERS, LTD	4,500.00	421115	
PETTY CASH - RESTITUTION I	149.13	421119	
DEPARTMENT OF INFORMATION RESOURCES	.25	421128	
VERIZON WIRELESS	32.17	421138	
BEN E KEITH FOODS	1,080.38	421159	
MATERA PAPER COMPANY INC	1,199.85	421208	
			14,845.65**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	24.96	421102	
TEXAS ASSN. OF COUNTIES - RISK	2,761.00	421110	
			2,785.96**
DRUG DIVERSION PROGRAM			
MARKET BASKET	71.21	421074	
STAR GRAPHICS SHARP	22.19	421102	
TEXAS ASSN. OF COUNTIES - RISK	1,416.00	421110	
			1,509.40**
COUNTY CLK RECORDS ARCHIV			
MANATRON	554.40	421169	
			554.40**
DRUG INTERVENTION COURT			
CASH ADVANCE ACCOUNT	392.97	421065	
REDWOOD TOXICOLOGY LABORATORY	205.40	421167	
			598.37**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	421128	
			533.28**
COUNTY RECORDS MANAGEMENT			
SOUTHERN COMPUTER WAREHOUSE	1,741.20	421031	
CDW COMPUTER CENTERS, INC.	2,334.14	421127	
UNITED STATES POSTAL SERVICE	.40	421140	
			4,075.74**
J.P. COURTROOM TECH. FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	189.95	421138	
			189.95**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	895.45	421055	
M&D SUPPLY	64.24	421073	
MUNRO'S	36.25	421079	
STAR GRAPHICS SHARP	134.82	421102	
TRI-CITY COFFEE SERVICE	34.45	421114	
DEPARTMENT OF INFORMATION RESOURCES	7.13	421128	
VERIZON WIRELESS	37.99	421138	
KATHI HUGHES	45.98	421165	
LA RUE ROUGEAU	8.65	421168	
JESSIE DAVIS	94.50	421174	
MATERA PAPER COMPANY INC	1,212.88	421208	
			2,572.34**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	38.82	421102	
			38.82**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	1,550.00	421200	
			1,550.00**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	26,696.57	421200	
SHEPLEY BULFINCH	5,066.22	421229	
			31,762.79**
AIRPORT FUND			
FJORD AVIATION FUELING	256.47	421028	
COASTAL WELDING SUPPLY	15.62	421043	
OFFICE DEPOT	462.90	421081	
OIL CITY TRACTORS, INC.	164.87	421082	
STAR GRAPHICS SHARP	38.82	421102	
DEPARTMENT OF INFORMATION RESOURCES	.37	421128	
VERIZON WIRELESS	75.98	421138	
UNITED STATES POSTAL SERVICE	2.39	421140	
WESTEND HARDWARD CO	14.95	421144	
ROBERT'S TEXACO XPRESS LUBE	7.00	421175	
INTERSTATE ALL BATTERY CENTER - BMT	31.98	421182	
EASTERN AVIATION FUELS INC	12,830.52	421222	
ERLING SALES & SERVICE	1,375.00	421223	
			15,276.87**
SETEC FUND			
INDUSTRIAL TRANSPORTATION WASTE LLC	940.00	421242	
			940.00**
ORCA - IKE			
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	3,440.94	421178	
			3,440.94**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.96	421138	
			227.96**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	500.39	421063	
DEPARTMENT OF INFORMATION RESOURCES	202.24	421128	
VERIZON WIRELESS	341.91	421137	
THE DINGO GROUP-PETE JORGENSON MARI	1,982.96	421170	
KNIGHT SECURITY SYSTEMS	2,303.18	421203	
			5,330.68**
GLO IKE ROUND 2			
APOLLO ENVIRONMENTAL STRATEGIES INC	100,942.20	421024	
			100,942.20**
			706,469.86***

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
UNITED STATES POSTAL SERVICE	2.86	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			72.86**
ROAD & BRIDGE PCT.#2			
ENTERGY	91.41	421306	
MUNRO'S	18.45	421318	
RITTER @ HOME	27.10	421327	
SOUTH TEXAS COUNTY JUDGE &	225.00	421332	
LOWE'S HOME CENTERS, INC.	34.14	421363	
BUMPER TO BUMPER	35.87	421374	
NEW WAVE WELDING TECHNOLOGY	6.60	421393	
DE LAGE LANDEN PUBLIC FINANCE	90.00	421413	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	25.90	421439	
ALLIANCE DIESEL & GAS ENGINE	6,211.00	421460	
DIESEL PUMP & INJECTOR SERVICE BMT	104.12	421461	
			6,869.59**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	81.52	421274	
FARM & HOME SUPPLY	19.96	421300	
ENTERGY	378.48	421306	
CASH ADVANCE ACCOUNT	613.20	421313	
MUNRO'S	34.13	421318	
OFFICE DEPOT	305.49	421320	
PHILPOTT MOTORS, INC.	256.68	421324	
AT&T	71.40	421333	
W. JEFFERSON COUNTY M.W.D.	27.34	421340	
AUTO ZONE	111.99	421342	
TEXAS GAS SERVICE	147.54	421368	
DE LAGE LANDEN PUBLIC FINANCE	140.00	421413	
			2,187.73**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	1,321.98	421277	
APAC, INC. - TROTTI & THOMSOM	814.64	421282	
GULF COAST SCREW & SUPPLY	390.15	421305	
ENTERGY	796.77	421306	
CASH ADVANCE ACCOUNT	959.45	421313	
MUNRO'S	116.49	421318	
UNITED STATES POSTAL SERVICE	1.76	421357	
SEARS COMMERICAL CREDIT	31.99	421361	
VULCAN INC	940.30	421367	
LANSDOWNE-MOODY CO	86.76	421380	
NATALIE ROBERTS	34.11	421391	
DE LAGE LANDEN PUBLIC FINANCE	229.79	421413	
ON TIME TIRE	213.00	421422	
NATIONAL PEN CO LLC	77.22	421425	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	131.16	421429	
TRANSIT & LEVEL CLINIC LLC	243.00	421453	
			6,388.57**
ENGINEERING FUND			
DLT SOLUTIONS LLC	1,492.83	421280	
UNITED STATES POSTAL SERVICE	1.99	421357	
DE LAGE LANDEN PUBLIC FINANCE	460.94	421413	
			1,955.76**
PARKS & RECREATION			
ENTERGY	68.37	421306	
W. JEFFERSON COUNTY M.W.D.	52.26	421340	
LOWE'S HOME CENTERS, INC.	199.70	421363	
			320.33**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	984.11	421357	
DE LAGE LANDEN PUBLIC FINANCE	370.00	421413	
			1,354.11*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.00	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			72.00*
AUDITOR'S OFFICE			
OFFICE DEPOT	92.91	421320	
UNITED STATES POSTAL SERVICE	6.29	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			169.20*
COUNTY CLERK			
W.W. GRAINGER, INC.	116.58	421303	
UNITED STATES POSTAL SERVICE	257.10	421357	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	421413	
WESTERN MICROGRAPHICS & IMAGING	6,200.00	421421	
			7,626.50*
COUNTY JUDGE			
OFFICE DEPOT	82.42	421320	
KEVIN PAULA SEKALY PC	500.00	421330	
CLERK - SUPREME COURT OF TEXAS	235.00	421335	
CDW COMPUTER CENTERS, INC.	27.32	421346	
UNITED STATES POSTAL SERVICE	.40	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
JAN GIROUARD & ASSOCIATES LLC	400.00	421455	
			1,260.50*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.20	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			71.20*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	1,186.49	421313	
UNITED STATES POSTAL SERVICE	323.81	421357	
DE LAGE LANDEN PUBLIC FINANCE	331.89	421413	
			1,842.19*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	42.35	421321	
CIT TECHNOLOGY FINANCING SERVICE	499.00	421392	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	421413	
			1,741.35*
PURCHASING DEPARTMENT			
THE EXAMINER	96.00	421298	
UNITED STATES POSTAL SERVICE	45.93	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			211.93*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	421275	
GARTH HOUSE	50,000.00	421302	
CASH ADVANCE ACCOUNT	25.00	421313	
TIME WARNER COMMUNICATIONS	2,442.76	421336	
SOUTEX SURVEYORS INC	3,790.84	421406	
ROCHESTER ARMORED CAR CO INC	3,775.42	421407	
DYNAMEX INC	197.98	421427	
SPOK INC	3.00	421434	
COLIN'S KITCHEN LLC	95.14	421443	
			60,366.14*
DATA PROCESSING			
SOUTHERN COMPUTER WAREHOUSE	330.24	421281	
BLACK BOX CORPORATION	163.98	421287	
CDW COMPUTER CENTERS, INC.	6,133.42	421346	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
SPOK INC	12.07	421434	
			6,709.71*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	571.34	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			641.34*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	331.47	421320	
CDW COMPUTER CENTERS, INC.	54.74	421346	
UNITED STATES POSTAL SERVICE	.47	421357	
CALVARY BAPTIST CHURCH	300.00	421372	
PCM-G	295.20	421399	
DE LAGE LANDEN PUBLIC FINANCE	271.65	421413	
PV RENTALS LLC	1,454.45	421448	
			2,707.98*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	297.45	421357	
PCM-G	995.00	421399	
DE LAGE LANDEN PUBLIC FINANCE	480.00	421413	
			1,772.45*
DISTRICT CLERK			
OFFICE DEPOT	261.12	421320	
UNITED STATES POSTAL SERVICE	263.69	421357	
PCM-G	295.20	421399	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
WESTERN MICROGRAPHICS & IMAGING	341.00	421421	
			1,231.01*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	78,135.53	421286	
JIMMY D. HAMM	900.00	421307	
TERRENCE HOLMES	250.00	421309	
OFFICE DEPOT	50.02	421320	
KEVIN S. LAINE	2,775.00	421344	
UNITED STATES POSTAL SERVICE	9.25	421357	
RYAN GERTZ	5,625.08	421402	
DE LAGE LANDEN PUBLIC FINANCE	441.64	421413	
JAMES R. MAKIN, P.C.	575.00	421414	
			88,761.52*
58TH DISTRICT COURT			
OFFICE DEPOT	396.95	421320	
UNITED STATES POSTAL SERVICE	.40	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			467.35*
60TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			70.00*
136TH DISTRICT COURT			
BAR ASSN. 5TH FEDERAL CIRCUIT	95.00	421285	
UNITED STATES POSTAL SERVICE	.40	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			165.40*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			70.00*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	105.06	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			175.06*
279TH DISTRICT COURT			
TERRENCE HOLMES	75.00	421309	
MARVA PROVO	325.00	421325	
ANITA F. PROVO	75.00	421326	
UNITED STATES POSTAL SERVICE	.40	421357	
ANGELA L MORMAN	325.00	421383	
TONYA CONNELL TOUPS	75.00	421387	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
C. HADEN CRIBBS JR., PC	325.00	421419	
MATUSKA LAW FIRM	300.00	421430	
DANE DENNISON	1,500.00	421432	
GORDON D FRIESZ	1,000.00	421442	
			4,070.40*
317TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	1,750.00	421276	
LAIRON DOWDEN, JR.	325.00	421294	
TRAVIS EVANS	325.00	421297	
TERRENCE HOLMES	800.00	421309	
MARVA PROVO	650.00	421325	
ANITA F. PROVO	2,450.00	421326	
KEVIN PAULA SEKALY PC	185.00	421330	
KEVIN S. LAINE	325.00	421344	
CHARLES ROJAS	225.00	421347	
UNITED STATES POSTAL SERVICE	1.26	421357	
LANGSTON ADAMS	75.00	421365	
JOEL WEBB VAZQUEZ	150.00	421373	
RONALD PLESSALA	1,375.00	421395	
ALLEN PARKER	150.00	421403	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
MELANIE AIREY	150.00	421438	
GORDON D FRIESZ	150.00	421442	
			9,156.26*
JUSTICE COURT-PCT 1 PL 1			
CASH ADVANCE ACCOUNT	571.04	421313	
CLERK - SUPREME COURT OF TEXAS	235.00	421334	
UNITED STATES POSTAL SERVICE	73.51	421357	
DE LAGE LANDEN PUBLIC FINANCE	90.00	421413	
			969.55*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			70.00*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	90.00	421413	
			90.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	19.62	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			89.62*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			70.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.40	421357	
DE LAGE LANDEN PUBLIC FINANCE	245.92	421413	
			246.32*
COUNTY COURT AT LAW NO. 2			
BRUCE W. COBB	300.00	421292	
EDWARD B. GRIPON, M.D., P.A.	595.00	421304	
KEVIN S. LAINE	250.00	421344	
UNITED STATES POSTAL SERVICE	12.85	421357	
LANGSTON ADAMS	300.00	421365	
JOEL WEBB VAZQUEZ	250.00	421373	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
JARED GILTHORPE	1,250.00	421433	
JANSON ELLIOTT BAILEY	750.00	421457	
ASHLEY CEDILLO	250.00	421458	
			4,027.85*
COUNTY COURT AT LAW NO. 3			
BRUCE W. COBB	250.00	421292	
A. MARK FAGGARD	550.00	421299	
TEXAS CORRECTIONAL INDUSTRIES	605.00	421337	
UNITED STATES POSTAL SERVICE	20.42	421357	
LANGSTON ADAMS	250.00	421365	
ANTOINE FREEMAN	1,850.00	421388	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
THE MAYO LAW FIRM PLLC	350.00	421452	
			3,945.42*
COURT MASTER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.40	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			70.40*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	6.38	421357	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			76.38*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	421413	
			280.00*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	28.00	421296	
FED EX	196.53	421301	
OFFICE DEPOT	1,108.21	421320	
UNITED STATES POSTAL SERVICE	1,056.62	421357	
FIVE STAR FEED	24.50	421369	
TEXAS CODE BLUE LLC	958.00	421371	
DE LAGE LANDEN PUBLIC FINANCE	800.00	421413	
			4,171.86*
CRIME LABORATORY			
SANITARY SUPPLY, INC.	83.80	421329	
VERIZON WIRELESS	151.96	421352	
DE LAGE LANDEN PUBLIC FINANCE	90.00	421413	
ATTAINIT	352.06	421445	
			677.82*
JAIL - NO. 2			
AVIALL	50.20	421284	
CITY OF BEAUMONT - WATER DEPT.	12,334.72	421289	
PETTY CASH - SHERIFF'S OFFICE	379.00	421323	
INTERCONTINENTAL JET CORP	681.65	421375	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	421413	
CONSTELLATION NEWENERGY - GAS DIVIS	2,123.06	421424	
TEXAS PRISONER TRANSPORTATION SERVI	741.11	421462	
			17,589.74*
JUVENILE PROBATION DEPT.			
FED EX	24.33	421301	
G. FRAN HUDGINS	1,059.00	421310	
OFFICE DEPOT	394.07	421320	
UNITED STATES POSTAL SERVICE	22.32	421357	
SHANNA CITIZEN	85.86	421364	
NISHA AMIN	4,800.00	421389	
RASHUNDA FLETCHER	78.84	421394	
ROSE CHAISSON	112.32	421398	
DE LAGE LANDEN PUBLIC FINANCE	140.00	421413	
TJJD	150.00	421420	
JOSH CUYOS	223.02	421431	
SPOK INC	48.28	421434	
TANISHA GRIFFIN	239.49	421437	
			7,377.53*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	2,299.01	421289	
DE LAGE LANDEN PUBLIC FINANCE	229.79	421413	
			2,528.80*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	24.95	421314	
UNITED STATES POSTAL SERVICE	95.25	421357	
DE LAGE LANDEN PUBLIC FINANCE	323.13	421413	
SILSBEE FORD INC	322.00	421428	
			765.33*
CONSTABLE-PCT 2			
GALLS LLC	808.74	421440	
			808.74*
CONSTABLE-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			70.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	4.79	421357	
THE PRODUCTIVITY CENTER	156.00	421358	
DISCOUNT UNIFORM INTERNATIONAL INC	167.83	421379	
WATCH GUARD VIDEO	394.00	421386	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			792.62*
CONSTABLE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	322.93	421413	
			322.93*
AGRICULTURE EXTENSION SVC			
DE LAGE LANDEN PUBLIC FINANCE	200.00	421413	
DAVID OATES	25.00	421456	
			225.00*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	2,997.00	421291	
UNITED STATES POSTAL SERVICE	83.12	421357	
PROCTOR'S MORTUARY INC	1,500.00	421404	
ESSLINE KNOX	123.12	421409	
DE LAGE LANDEN PUBLIC FINANCE	372.43	421413	
SPOK INC	22.88	421434	
			5,098.55*
HEALTH AND WELFARE NO. 2			
DE LAGE LANDEN PUBLIC FINANCE	140.00	421413	
SPOK INC	7.71	421434	
			147.71*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			70.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	910.80	421360	
SEARS COMMERICAL CREDIT	1,976.30	421362	
			2,887.10*
ENVIRONMENTAL CONTROL			
DE LAGE LANDEN PUBLIC FINANCE	323.13	421413	
			323.13*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	129.98	421320	
			129.98*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	421353	
			150.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	12.50	421272	
A&A EQUIPMENT	1,225.00	421273	
GUARDIAN FORCE	72.00	421275	
AUTOMATIC DOOR SERVICE	144.00	421283	
ECOLAB	209.95	421295	
W.W. GRAINGER, INC.	315.18	421303	
ENTERGY	392.52	421306	
M&D SUPPLY	117.32	421315	
MCCOWN PAINT & SUPPLY OF TEXAS	273.88	421316	
OFFICE DEPOT	53.86	421320	
SANITARY SUPPLY, INC.	3,396.39	421329	
ACE IMAGEWEAR	377.85	421331	
WHOLESALE ELECTRIC SUPPLY CO.	577.54	421341	
OTIS ELEVATOR COMPANY	2,756.00	421370	
CENTERPOINT ENERGY RESOURCES CORP	224.19	421376	
CUSTOM FLOORING - VIDOR	300.00	421382	
SHERWIN-WILLIAMS	169.82	421400	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	421426	
AT&T	4,512.81	421451	
CINTAS CORPORATION	186.83	421459	
			38,075.40*
MAINTENANCE-PORT ARTHUR			
AT&T	1,278.82	421333	
PARKER LUMBER	.79	421405	
DE LAGE LANDEN PUBLIC FINANCE	140.00	421413	
			1,419.61*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	272.46	421290	
COBURN'S GROVES (5)	403.31	421293	
ENTERGY	422.71	421306	
SANITARY SUPPLY, INC.	56.26	421329	
ACE IMAGEWEAR	29.12	421331	
W. JEFFERSON COUNTY M.W.D.	46.19	421340	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			1,300.05*
SERVICE CENTER			
SPIDLE & SPIDLE	9,144.00	421277	
CARQUEST AUTO PARTS # 96	664.99	421288	
HIGHTECH SIGNS	40.00	421308	
J.K. CHEVROLET CO.	130.32	421311	
M&D SUPPLY	86.48	421315	
MUNRO'S	41.70	421318	
RALPH'S INDUSTRIAL ELECTRONICS	58.95	421328	
JEFFERSON CTY. TAX OFFICE	7.50	421348	
JEFFERSON CTY. TAX OFFICE	7.50	421349	
JEFFERSON CTY. TAX OFFICE	7.50	421350	
JEFFERSON CTY. TAX OFFICE	7.50	421351	
BUMPER TO BUMPER	86.00	421374	
AMERICAN TIRE DISTRIBUTORS	2,798.48	421396	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
MIGHTY OF SOUTHEAST TEXAS	28.48	421416	
CHASE ELECTRONICS	130.00	421417	
HUNTER JONES	46.94	421447	
			13,356.34*
VETERANS SERVICE			
OFFICE DEPOT	98.22	421320	
UNITED STATES POSTAL SERVICE	13.01	421357	
HILARY GUEST	114.26	421366	
DE LAGE LANDEN PUBLIC FINANCE	240.00	421413	
			465.49*
			299,402.87**
MOSQUITO CONTROL FUND			
GREYHOUND PACKAGE EXPRESS	79.20	421278	
SUPERIOR TIRE & SERVICE	18.95	421279	
MUNRO'S	75.70	421318	
FASTENAL	156.25	421345	
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	89.60	421429	
			489.70**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
			70.00**
J.C. FAMILY TREATMENT			
PATRICIA VELASCO	1,260.00	421446	
GEORGIA ANN WILLIAMS	90.66	421463	
			1,350.66**
LAW LIBRARY FUND			
DE LAGE LANDEN PUBLIC FINANCE	70.00	421413	
O'CONNOR'S	269.00	421449	
			339.00**
EMPG GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	68.07	421353	
THREADS	730.00	421355	
			798.07**
GRANT A STATE AID			
SPOK INC	19.78	421434	
			19.78**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	5,515.62	421354	
			5,515.62**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	92.00	421313	
OFFICE DEPOT	220.69	421320	
OLMSTED-KIRK PAPER	292.50	421321	
UNITED STATES POSTAL SERVICE	90.47	421357	
JCCSC	150.00	421408	
MENTAL HEALTH RESOURCE OF TEXAS	750.00	421464	
			1,595.66**
JEFF. CO. WOMEN'S CENTER			
KIM MCKINNEY, LPC, LMFT	75.00	421317	
OFFICE DEPOT	146.24	421320	
ROCHESTER ARMORED CAR CO INC	114.75	421407	
DE LAGE LANDEN PUBLIC FINANCE	140.00	421413	
SAM'S CLUB DIRECT	239.18	421423	
SPOK INC	16.41	421434	
			731.58**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	90.00	421413	
			90.00**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	421413	
			80.00**
JAG GRANTS			
OFFICE DEPOT	502.18	421320	
			502.18**
LAW OFFICER TRAINING GRT			
CINTAS CORPORATION	176.38	421459	
			176.38**
COUNTY CLERK - RECORD MGT			
MANATRON	11,040.44	421385	
			11,040.44**
DRUG INTERVENTION COURT			
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	2,880.00	421312	
CASH ADVANCE ACCOUNT	382.20	421313	
			3,262.20**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	103.55	421346	
UNITED STATES POSTAL SERVICE	2.45	421357	
DATALOGICS INC	5,000.00	421444	
			5,106.00**
DARE CONTRIBUTIONS FUND			
WOLFE'S TROPHY SHOP	24.00	421436	
			24.00**
DEPUTY SHERIFF EDUCATION			
TEXAS NARCOTICS OFFICER'S ASSN.	1,200.00	421338	
			1,200.00**
J.P. COURTROOM TECH. FUND			
SOUTHERN COMPUTER WAREHOUSE	481.48	421281	
			481.48**
HOTEL OCCUPANCY TAX FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT.	90.91	421289	
UNITED STATES POSTAL SERVICE	2.62	421357	
DE LAGE LANDEN PUBLIC FINANCE	315.00	421413	
			408.53**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	421413	
			140.00**
CAPITAL PROJECTS FUND			
SE TEX CONSTRUCTION CORPORATION	27,752.03	421381	
SHEPLEY BULFINCH	12,146.88	421441	
			39,898.91**
AIRPORT FUND			
CITY OF NEDERLAND	365.68	421290	
W.W. GRAINGER, INC.	465.17	421303	
RITTER @ HOME	42.94	421327	
TRI-CITY COFFEE SERVICE	298.10	421339	
WESTEND HARDWARD CO	35.92	421359	
HLAVINKA EQUIPMENT COMPANY	943.16	421384	
UNIFIRST HOLDINGS INC	117.95	421401	
DE LAGE LANDEN PUBLIC FINANCE	140.00	421413	
EZ-LINER INDUSTRIES	387.81	421415	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	104.15	421429	
EASTERN AVIATION FUELS INC	12,787.66	421435	
CINTAS CORPORATION	201.25	421459	
			15,889.79**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO FREEMAN & LIGHTY LLP	1,020.00	421418	
			1,020.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,000.23	421377	
			6,000.23**
SHERIFF'S FORFEITURE FUND			
AVIALL	389.55	421284	
AIRCRAFT SPRUCE & SPECIALTY	1,442.10	421343	
CDW COMPUTER CENTERS, INC.	721.43	421346	
SILSBEE FORD INC	13,801.75	421428	
ERIK BOMAN	8.63	421450	
			16,363.46**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,059.00	421245	
CLEAT	306.00	421246	
JEFFERSON CTY. TREASURER	19,144.39	421247	
RON STADTMUELLER - CHAPTER 13	932.50	421248	
INTERNAL REVENUE SERVICE	475.00	421249	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,960.00	421250	
JEFFERSON CTY. COMMUNITY SUP.	10,149.13	421251	
JEFFERSON CTY. TREASURER - HEALTH	456,908.17	421252	
JEFFERSON CTY. TREASURER - GENERAL	25.00	421253	
JEFFERSON CTY. TREASURER - PAYROLL	1,607,550.64	421254	
JEFFERSON CTY. TREASURER - PAYROLL	638,214.21	421255	
MONY/MLOA	198.74	421256	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,094.15	421257	
UNITED WAY OF BEAUMONT& N JEFFERSON	55.31	421258	
JEFFERSON CTY. TREASURER - TCDRS	612,047.45	421259	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	421260	
JEFFERSON COUNTY TREASURER	2,595.17	421261	
JEFFERSON COUNTY - TREASURER -	6,479.08	421262	
NECHES FEDERAL CREDIT UNION	58,293.86	421263	
JEFFERSON COUNTY - NATIONWIDE	55,926.09	421264	
TENNESSEE CHILD SUPPORT	115.38	421265	
SBA - U S DEPARTMENT OF TREASURY	168.49	421266	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	421267	
WILLIAM E HEITKAMP	755.01	421268	
JOHN TALTON	1,560.77	421269	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	421270	
UNITED STATES TREASURY	2,446.30	421271	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - PAYROLL	47,890.20	421465	
JEFFERSON CTY. TREASURER - PAYROLL	8,875.60	421466	
			3,555,299.37**
GUARDIANSHIP FEE			
J.T. HAYNES	200.00	421378	
			200.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,960.00	421390	
			1,960.00**
DISTRICT CRT RECORDS TECH			
DATA BANK IMX LLC	3,687.29	421454	
			3,687.29**
MARINE DIVISION			
C & I OIL COMPANY INC	10,046.48	421397	
			10,046.48**
			4,000,984.52***

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name	*Contract Number*
JEFFERSON	*713250*

Grant Recipient Name: JEFFERSON | Contract No: 713250 | Region: SETRPC

Contract Start Date: Nov 12, 2013 | Contract End Date: Nov 11, 2015 | DUNS No.: 010807535

Part I. General Reports

Total Persons Benefitting: Total Contract Beneficiaries: 15 | Low-to-Moderate Income Beneficiaries: 15

Certificate of Expenditures:

Activity	TxCDBG Budget	TxCDBG Funds Drawn To-Date	TxCDBG Funds not Received (including pending draws) TxCDBG Reserved Funds	Unutilized Funds (Deob)	Local Contribution	Percent Matched
03J Sewer Improvements	$139,314.00	$98,158.61	$41,155.39	$0.00		
03J Sewer Improvements - Engine	$20,000.00	$19,000.00		$1,000.00	$1,000.00	
14A Rehab: Single-unit Sewer	$69,686.00	$0.00	$69,686.00	$0.00		
14A Rehab: Single-unit Engineerir	$16,000.00	$13,300.00		$2,700.00	$2,700.00	
21A General Administration	$30,000.00	$27,000.00		$3,000.00	$23,800.00	
Total	$ 275,000.00	$ 157,458.61	$110,841.39	$6,700.00	$27,500.00	10.2 %

Note: if a contract activity is not listed, click on the Activity field and type the needed Activity name

For Reserved Funds, list specific costs: Installation of grinder pumps: $69,686.00 Installation of force main: $41,155.39

Civil Rights & Citizen Participation:

☒ Equal Opportunity Requirements ☒ Section 3 Requirements ☒ Promotion of MBE Participation ☒ Excessive Force Policy ☒ Section 504 Requirements ☒ Fair Housing Requirements

Fair Housing Activity (describe): COUNTY DEVELOPED FHAST AND PARTICIPATED IN FH TRAINING AND CONFERENCE

Final Public Hearing Comments: none

Final Public Hearing Date: 8/13/2015 | Hearing Publication Date: 8/7/2015 | Work Completed Date: 5/5/2015

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

a. All activities undertaken with funds provided under the contract identified in this report, have, to the best of my knowledge, been carried out in accordance with the contract agreement;
b. The information contained in this Project Completion Report is accurate to the best of my knowledge;
c. All records related to contractor activities are available for review;
d. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
e. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a);
f. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities; and
g. Proper provision has been made for the payment of all unpaid costs and unsettled third-party claims and the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified in the Certificate of Expenditures table as "TxCDBG Reserved Funds".

JEFF R BRANICK, COUNTY JUDGE		
Name and Title (Print)	Signature	Date

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name	*Contract Number*
JEFFERSON	*713250*

☒ Original Submittal	☐ Revision	Date revised:

Attachments: The following documents support this report.

Final Public Hearing Publication (copy w/ affidavit or tearsheet)	Section 3 Annual Report	Project Map (for all construction projects)	Evidence of Benefit (projects on private property)
☒ Attached	☒ Attached	☒ Attached ☐ N/A	☒ Attached ☐ N/A

PROJECT COMPLETION REPORT
A1200

Grant Recipient Name	*Contract Number*
JEFFERSON	*713250*

Part II. Performance Report
Report work performed and performance measures for each contract budget activity.

Actual Accomplishments:

Activity	Item Installed or Action Performed	Units	Perf. Stat Quantities	Actual Quantities	% Change
03J Sewer Improvements	INSTALLATION OF FORCE MAIN	l.f.	5,960	8,060	35.23
14A Rehab: Single-Unit Sewer	INSTALLATION OF GRINDER PUMPS	each	18	15	-16.67
					0

Does the current Performance Statement accurately reflect the project location(s)? Yes

Have final project record drawings been received by the Grant Recipient? Yes, in digital fomat (original vector data)

HUD Performance Measures:

Activity	Objective	Outcome
03J Sewer Improvements	1. Suitable Living Environment	1. Availability / Accessibility
Benefit Indicator: Facility/Infrastructure, new access		No. of Beneficiaries: 39
Special Category: none		

Activity	Objective	Outcome
14A Rehab: Single-Unit Sewer	1. Suitable Living Environment	1. Availability / Accessibility
Benefit Indicator: Facility/Infrastructure, new access		No. of Beneficiaries: 35
Special Category: none		

Check this box if this project includes Housing activities (other than water/sewer connections) ☐

PROJECT COMPLETION REPORT
A1200

Grant Recipient Name	*Contract Number*
JEFFERSON	*713250*

Part III(a) Beneficiary Detail Report - Activities on Public Property

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons.
Fields marked in pink ("Total" or "Grand Total") must equal the total beneficiaries for the activity(s) in the contract Performance Statement.

Activity:	**03J Sewer Improvements**	**Activity:**	**03J Sewer Improvements**

Beneficiaries by Demographic:

	No. of Persons		
Gender	Male	Female	Total
	19	20	39
Race	Non-Hispanic	Hispanic	Sub-Total
Black/ African American	39		39
Grand Total:	39		

Beneficiaries by Income:

Income Level	No. of Persons
Very Low (at or below 30% of the AMFI)	9
Low (31-50% of the AMFI)	17
Moderate (51-80% of the AMFI)	13
Non-Low/Moderate (above 80% of the AMFI)	
Total	39
Subtotal - All Low/Mod	39
Percent Low/Mod	100.00%

PROJECT COMPLETION REPORT
A1200

Grant Recipient Name	*Contract Number*
JEFFERSON	*713250*

Part III(b) Beneficiary Detail Report - Activities on Private Property

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons and households.

Fields marked in pink ("Total" or "Grand Total") must equal the total beneficiaries for the activity(s) in the contract Performance Statement.
Fields marked in yellow ("Total" or "Grand Total") must equal the total households served by the activity(s) in the contract Perf. Statement.

Activity:	**14A Rehab: Single-Unit Sewer**	**Activity:**	**no other activities benefit this group**

Beneficiaries by Demographic:

	No. of Persons			No. of Households (demographics of the Head of Household)		
Gender	Male	Female	Total	Male	Female	Total
	17	18	35	12	3	15
Race	Non-Hispanic	Hispanic	Sub-Total	Non-Hispanic	Hispanic	Sub-Total
Black/ African American	35		35	15		15
Grand Total:	35			15		

Beneficiaries by Income:

Income Level	No. of Persons	No. of Owner Occupied Households	No. of Renter Occupied Households
Very Low (at or below 30% of the AMFI)	9	3	
Low (31-50% of the AMFI)	15	6	
Moderate (51-80% of the AMFI)	11	6	
Non-Low/Moderate (above 80% of the AMFI)			
Total	35	15	
Subtotal - All Low/Mod	35	15	
Percent Low/Mod	100.00%	100	

PROJECT COMPLETION REPORT
A1200

Grant Recipient Name	*Contract Number*
JEFFERSON	*713250*

Part IV Final Financial Interest Report

Report all contracts executed under this TxCDBG contract that are valued at or above $2,000.

Contracts with no subcontractors

Type of Services	Business Name	Contract Amount TxCDBG Funds	Other Funds	Total Dollars	Qtr Executed
Construction/Rehab	T. JOHNSON	$124,837.75	$0.00	$124,837.75	1Q-14
Administration	GRIFFITH, MOSELEY & JOHNSON	$30,000.00		$30,000.00	2Q-12
Engineering	dp ENGINEERING	$36,000.00		$36,000.00	2Q-12

◉ At least one contract executed under this TxCDBG contract includes subcontracts.

○ No contracts executed under this TxCDBG contract include subcontracts.

Contracts with Prime and Sub Contractors

Type of Services		Contract Amount TxCDBG Funds	Other Funds	Total Dollars	Qtr Executed
Construction/Rehab		$84,162.25		$84,162.25	
Prime (name)	T. JOHNSON INDUSTRIES	$74,762.25		$74,762.25	1Q-14
Subcontractor	ELECTRICAL SPECIALTIES	$9,400.00		$9,400.00	1Q-14

STATEMENT OF WORK TX051016JC

JEFFERSON COUNTY, TEXAS

SCANNING OF PHOTOSTAT BOOKS

Version 1.2

May 12, 2016

Manatron, Inc. – A Thomson Reuters Business

Prepared by: John Rickerby

THOMSON REUTERS™

Document submitted by Manatron, Inc. – A Thomson Reuters Business

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PROJECT SUMMARY

Project:	On-site scanning of Photostat books
Project Site:	Jefferson County 1001 Pearl Street Beaumont, Texas 77701
County Contact:	Carolyn Guidry, County Clerk (409) 835-8475 cguidry@co.jefferson.tx.us
Target Date of Implementation:	Detailed schedule with agreed-upon dates to be delivered in the planning phase of the project.
Scope:	The scope of this project addresses the on-site scanning of Deed and Mortgage & Lien Photostat books, as follows: Handwritten Deed Books D, G, H, I, J, P, Q, R and Z (9 books with an estimated 500 pages per book) Deed Books 565 – 1501 (937 books with an estimated 640 pages per book) Mortgage & Lien Books 438 - 1225 (788 books with an estimated 500 pages per book) An estimated total of 998,180 JPEG images will be scanned and converted to TIFF.
Technology:	No additional hardware is required.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and the Jefferson County, Texas County Clerk (the "County").

PROJECT OVERVIEW

This Statement of Work ("SOW") defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to implement various initiatives for the County. This statement of work describes the work that TRTA Gov is responsible for implementing. The scope of this project includes the on-site scanning of Deed and Mortgage & Lien Photostat books. The original Photostat books are vastly superior to the microfilm and should be scanned. TRTA Gov will not charge the County for any repeat services for the Deed books since those were previously processed by TRTA Gov from film. TRTA Gov will re-process the Deed books at no additional charge; the fees in this SOW are only for scanning the books on site. Upon SOW signing, a project schedule will be developed between TRTA Gov and the County.

COUNTY REQUIREMENTS

The County will provide a 6' x 12' space inside the County building near the vault with access 24 hours per day, 7 days a week, electricity, lighting and heat/air to allow on-site scanning. If on-site access is not available 24/7 within the County building, the County will provide a 8' x 22' parking space on County property near the vault with 24/7 access and electricity to allow on-premise scanning in a mobile scan center. If on-site or on-premise time is less than 24/7, the time and investment to complete this project will change according to the hours and days access is available.

SCOPE STATEMENT

- **On-Site Scanning** – TRTA Gov will provide all necessary hardware, software, staff, project managers and a mobile scan center to perform scanning at the County's facility 24 hours per day, 7 days a week. If on-site or on-premise time is less than 24/7, the time and investment to complete the project will change according to the hours and days that access is available.
- **Book Inventory** – TRTA Gov staff will create an inventory report of all the books that require capture. The report will contain the type of book and book number.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, TRTA Gov can sort or prep them for $25.00 per hour. If pages are too fragile to handle, TRTA Gov will bring this to the County's attention and recommend a book restoration and binding company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left and right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders, and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut, and the pages and binder will remain intact. Pages will be scanned on a book scanner at 300 dpi and are saved as color JPEG images. TRTA Gov's book scanners will capture two pages (left and right) per image and utilize book cradles to hold pages level. A glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, typed and Photostat pages are removed from mechanical binders and are scanned in color at 300 dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection –** TRTA Gov's on-site staff will inspect 100% of the images to ensure that none of the pages are missing, overlapping, cut off or out of focus. Any missing, overlapping, cut-off or out-of-focus images will be re-scanned at no charge prior to the on-site team leaving the premises.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300 dpi single-page black and white TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero-filled eight-digit number and stored in folders named by the document type and book number.

PROJECT SCOPE/VOLUME ASSURANCE

In the case that TRTA Gov processes a number of records and TRTA Gov identifies a remaining volume of images to be processed that equals a total number of images greater than 5% of the original estimate, TRTA Gov will recognize a "Red Light" project status, signalling a stop in processing. TRTA Gov will estimate the new total number of images to be processed

and will contact the County to communicate the updated estimate. TRTA Gov will produce an addendum to reflect the increases/changes from the original estimate(s) for this project, the updated pricing, and the impact the increase/changes will have on the project, including billing and delivery dates. Upon County acceptance and sign-off of the addendum, TRTA Gov will recognize "Green Light" project status and proceed with the project.

PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Carolyn Guidry, County Clerk	County Sponsor	Office: (409) 835-8475 Email: cguidry@co.jefferson.tx.us	Accepts deliverables; approves change.
Dan Cullerton	TRTA Gov Sponsor	Office: (269) 388-2514 Email: dan.cullerton@tr.com	Point of escalation; approves change.
TBD	TRTA Gov Project Manager	Office: Email:	Monitors schedule and deliverables; coordinates responsibilities.
TBD	TRTA Gov Technical Resource	Office: Email:	Technical expert; database/application maintenance.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PRODEDURES

COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of any project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically and are available upon request.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

NOTICE

TRTA Gov reserves the right to subcontract work as it deems necessary to perform the services detailed in this SOW. TRTA Gov shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

A “Change of Scope” is defined as a change to any of the following:

- A change to the number of books, film rolls or cards to be processed;
- A change in the document types to be processed;
- A change in the order/priority of items to be processed;
- A change to the fields to be indexed or the rules by which they are indexed;
- A change to the number of loads made to Aumentum;
- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov’s Change Management System. The County or TRTA Gov can initiate these change requests or addendums. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov’s evaluation shall be added to and become part of the change request. If TRTA Gov’s evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov’s evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

PROJECT PRICING

TRTA Gov will provide the services described in this statement of work for the price specified below. Pricing is per item, and the estimate below is based on initial understanding of scope. The number of items provided is only an estimate. Billing will be for the actual number of items processed and delivered during the project.

SCANNING OF DEED AND MORTGAGE & LIEN BOOKS

Item	Estimated Quantity	Unit Price	Estimated Total Price
Scanning of JPEG images and conversion to TIFF	998,180 images	$0.075	$74,863.50

BILLING

The County will be billed for the actual number of items processed. Invoices will be issued upon the completion of each batch, as specified in Acceptance Forms 1 and 2.

ATTACHMENT 1 – AGREEMENT TO SOW

STATEMENT OF WORK AGREED UPON AND ACCEPTED

Agreement and Acceptance

This Statement of Work will confirm all requests for professional services as outlined and at the prices indicated.

This SOW will be addendum to existing Statement of Work TX2012.001.01SOW between the County and TRTA Gov. All the terms and conditions of that agreement will pertain except as modified herein.

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this statement of work is to be handled through TRTA Gov's Change Management Process.

(The entirety of any digital images and indexes created during this project are the exclusive property of Jefferson County, Texas. TRTA Gov will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this SOW.)

This agreement is not effective until executed by both parties.

Signatures

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME: Jeff R. Branick	PRINTED NAME: Brian A. Wilson
TITLE: County Judge	TITLE: Vice President, Finance
DATE: June 6, 2016	DATE: June 2, 2016

ATTEST Deputy Clerk
DATE

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTACHMENT 2 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 –
SCANNING (BILLING ACCEPTANCE FORM)
BATCH DELIVERY ACCEPTANCE CRITERIA

BATCH NO. _____

Purpose

The purpose of this acceptance form is for the County to provide acceptance of scanning services and billing for this batch.

Outputs

- TRTA Gov has completed scanning services for this batch as detailed in this SOW.
- There were _____ images delivered for this batch.
- This batch included: ☐ Deed book images ☐ Mortgage & Lien book images
- The County will start the thirty-calendar-day review and verification of the images.
- The County will document all errors discovered within the thirty-calendar-day review period.
- TRTA Gov will remediate all submitted errors within ten business days.

Scanning services for this batch were completed on the following date: _____

Billing

The County agrees to be billed for 75% of the value of this batch, as follows:

_____ images x $0.075 per image x .75 = $_____

Signatures

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 2 –
SCANNING (BILLING ACCEPTANCE FORM)
BATCH FINAL ACCEPTANCE CRITERIA

BATCH NO. _____

Purpose

The purpose of this acceptance form is for the County to provide acceptance of scanning services and billing for this batch.

Outputs

- The County has completed the thirty-calendar-day review and verification of the images.
- The County has documented all errors discovered within the thirty-calendar-day review period.
- TRTA Gov has remediated all submitted errors within the ten-business-day remediation period.

These items were completed on the following date: _____

Billing

The County agrees to be billed for 25% of the value of this batch, as follows:

_____ images x $0.075 per image x .25 = $_____

Signatures

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 –
PROJECT FINAL ACCEPTANCE CRITERIA (NON-BILLING ACCEPTANCE FORM)

Purpose

The purpose of this acceptance form is for the County to agree that this project is complete.

Outputs

- TRTA Gov has completed all the services detailed in this SOW;
- The project detailed in this SOW is complete.

These services were completed on the following date: _____

Actual Total Project Price

$_____

Signatures

By signing this acceptance document, the County and TRTA Gov agree that the project detailed in this SOW is complete. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 6th day of June, 2016, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

EXCESSIVE FORCE RESOLUTION

WHEREAS it is in the best interest of our citizens that a Resolution be adopted establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof: In the County of Jefferson, State of Texas, it is resolved as follows:

ARTICLE I

Section 1. It is the policy of the County of Jefferson to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The County also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

Section 2. It is the policy of the County to enforce this policy to the full extent allowed by law.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Jefferson County of Texas that this Resolution shall be the policy of Jefferson County, Texas.,

Signed this the 6th day of June, 2016.

JUDGE JEFF R.BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 6th day of June, 2016, on motion made by Everette D Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

Julie Rogers "Gift of Life" Program
June 2016 • National Men's Health Month Proclamation

WHEREAS, National Men's Health Month is an awareness initiative to inform the public about men's preventable health problems and to encourage early detection and treatment of diseases; and

WHEREAS, in June, the Gift of Life with medical partners Baptist Hospitals of Southeast Texas and local healthcare organizations will provide medically underserved men with free prostate cancer tests and other important screenings, along with educational outreach to heighten awareness of men's preventable health problems in Southeast Texas at targeted screening locations in Orange on Saturday, June 4 at Lamar State College; Beaumont on Saturday, June 11 at Lamar Institute of Technology; and Port Arthur on Saturday, June 25 at the Carl Parker Center; and

WHEREAS, early detection is the best protection, and statistics reflect that the five-year survival rate for men whose prostate cancer is diagnosed early is nearly 100 percent; and

WHEREAS, **since** 2000, the Gift of Life has made available nearly 8,400 free prostate cancer screenings and helped extend the lives of 69 men who have been diagnosed with prostate cancer. Screenings, diagnostic tests and cancer treatment costs are entirely paid for by the Gift of Life; and

WHEREAS, the Gift of Life provides extensive educational outreach programming in seven counties; and

NOW, THEREFORE, BE IT RESOLVED the Commissioners Court of Jefferson County, does hereby proclaim June 2016 as Men's Health Month and Monday, June 6, as the Gift of Life Program's Men's Health Awareness Day in Jefferson County, and we also urge all men in our community to pursue preventive health practices and early detection efforts.

Signed this 6th day of June, 2016

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 6th day of June, 2016, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

RESOLUTION OPPOSING ANY LEGISLATION THAT INCREASES THE MAXIMUM TRANSPORT HAUL WEIGHTS OVER ROADWAYS IN THE COUNTY OF JEFFERSON:

WHEREAS, legislation may be proposed in the 2017 Texas Legislative Session to allow trucks to increase their maximum haul weight from 80,000 pounds to up to 97,000 pounds along certain roadways within the County of Jefferson; and

WHEREAS, Jefferson County is concerned about the safety of our citizens as a result of increasing maximum transport haul weights; and

WHEREAS, Jefferson County is concerned about the effects to the transportation infrastructure from any additional maximum transport haul weights.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSPM COUNTY COMMISSIONERS COURT:

Section 1. Jefferson County opposes any legislation that would increase the maximum transport haul weights for trucks within Jefferson County.

Section 2. Jefferson County officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the County Commission is posted at a place convenient to the public at the County Courthouse for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Resolution shall be effective upon its passage and approval.

Signed this 6th of June, 2016.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 6th day of June, 2016, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

RESOLUTION REGARDING AUTHORIZED SIGNATORIES FOR THE TEXAS COMMUNITY DEVELOPMENT PROGRAM GRANT CONTRACT NO. 16-272-000-9786

WHEREAS, the Commissioners Court of Jefferson has been awarded a Texas Community Development Block Grant for $45,000.00 from the General Land Office, GLO-DR Contract No. 16-272-000-9786, DRS Contract No. 06 0101; and

WHEREAS the grant will provide money available from the Hurricane Rita Recovery Project; and

WHEREAS no cash match will be required of Jefferson County; and

WHEREAS, certain documents will need to be signed by authorized persons; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

THAT, the below listed individuals are designated by the County Commissioners Court of Jefferson County, Texas as authorized signatories for the contractual documents:

County Auditor----Patrick Swain
First Assistant County Auditor----Keith Hawkes
Accounting Manager-----Becky Jean
Payroll AP Manager----Fran Lee

SIGNED this 6th day of June, 2016.

JUDGE JEFF R.BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 6th day of June, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent A. Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

RESOLUTION OPPOSING RULES PROPOSED BY THE TEXAS DEPARTMENT OF MOTOR VEHICLES THAT DECREASE COUNTY REVENUES, INCREASE COUNTY COSTS AND REDUCE LOCAL CONTROL

WHEREAS, the Jefferson County Tax Assessor-Collector is charged with collecting vehicle registration fees, which provide for certain legislative authorized revenues to offset costs associated with collecting and dispersing the fees for the Texas Department of Motor Vehicles; and

WHEREAS, the 83rd Legislature passed HB 2202 which created the Texas Department of Motor Vehicles Fund, authorized the Texas Department of Motor Vehicles to establish certain frees by board rule, authorized the Board to direct certain fees to the Fund, and allows County revenues to be set by board rule; and

WHEREAS, the Texas Department of Motor Vehicles has proposed rules setting title transfer and registration processing and handling fees for its own funding; and has further proposed fees and changes for the County Tax Assessor-Collectors, and the various deputy classifications types; and

WHEREAS, the Jefferson County Tax Assessor-Collector may deputize full service title companies to provide titling and registration services and limited service companies to provide registration services, which increase assess and locations for these services by citizens; and

WHEREAS, the rules proposed by the Texas Department of Motor Vehicles will decrease County revenues, increase County costs and reduce local control.

NOW, THEREFORE BE IT RESOLVED that the Jefferson County Commissioners Court opposes the rules as proposed by the Texas Department of Motor Vehicles amending Title 43 of the Texas Administrative Code Chapter 217.

Signed this 6th of June, 2016.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Permit No. 02-P-16

Precinct No. 2

BOND # K09501459

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date May 19, 2016

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Valero Partners PAPS, LLC (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of refined products, location of which is fully described as follows:

SEE ATTACHED

_____ pages of drawings attached.
Construction will begin on or after September 1, 20 16.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

1 road crossing @ $100.00	South Garden Road	$ 100.00
_____ miles parallel @ $150.00/mile or fraction	_____	$ _____
TOTAL	_____	$ 100.00

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.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Valero Partners PAPS, LLC

By _____

James V. Stegall

Title Vice President

Address One Valero Way

San Antonio, TX 78249

Phone No. 210-345-3206

FAX No. 210-345-2897

ENGINEERING ACTION FORM

The minimum standard bond required is $ 5,000.00

Donald M. Rea
Director of Engineering

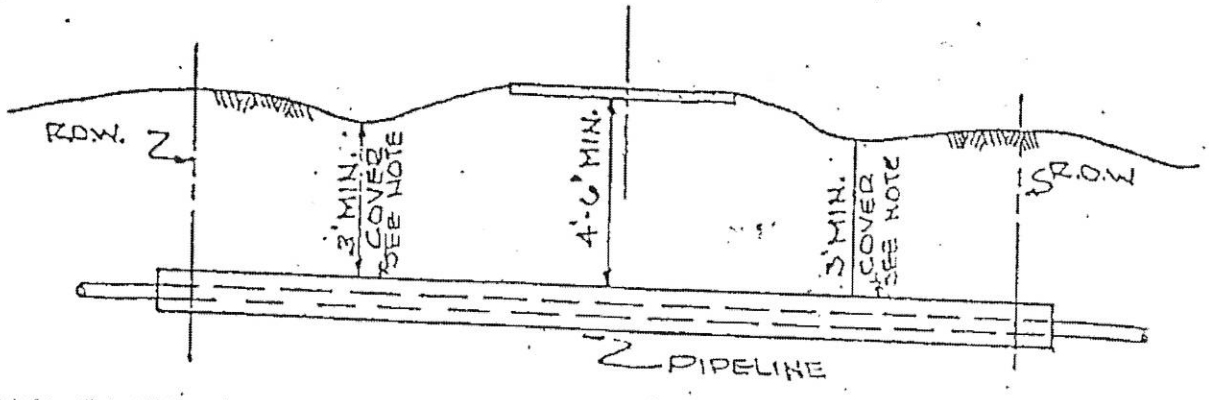
05/30/16
Date

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 $ 5,000.00 -. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

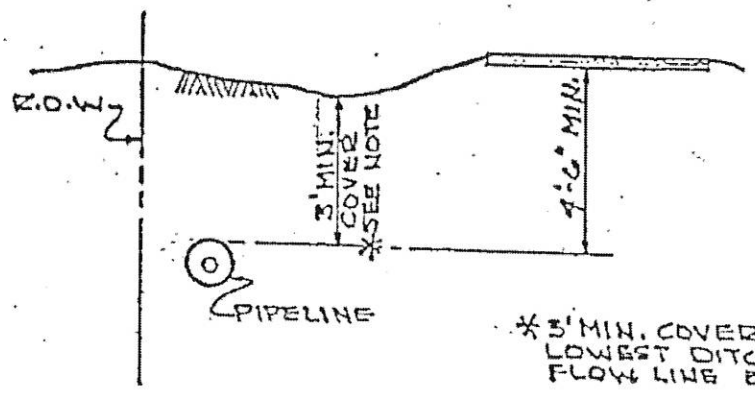
By _____
County Judge



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0" OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING

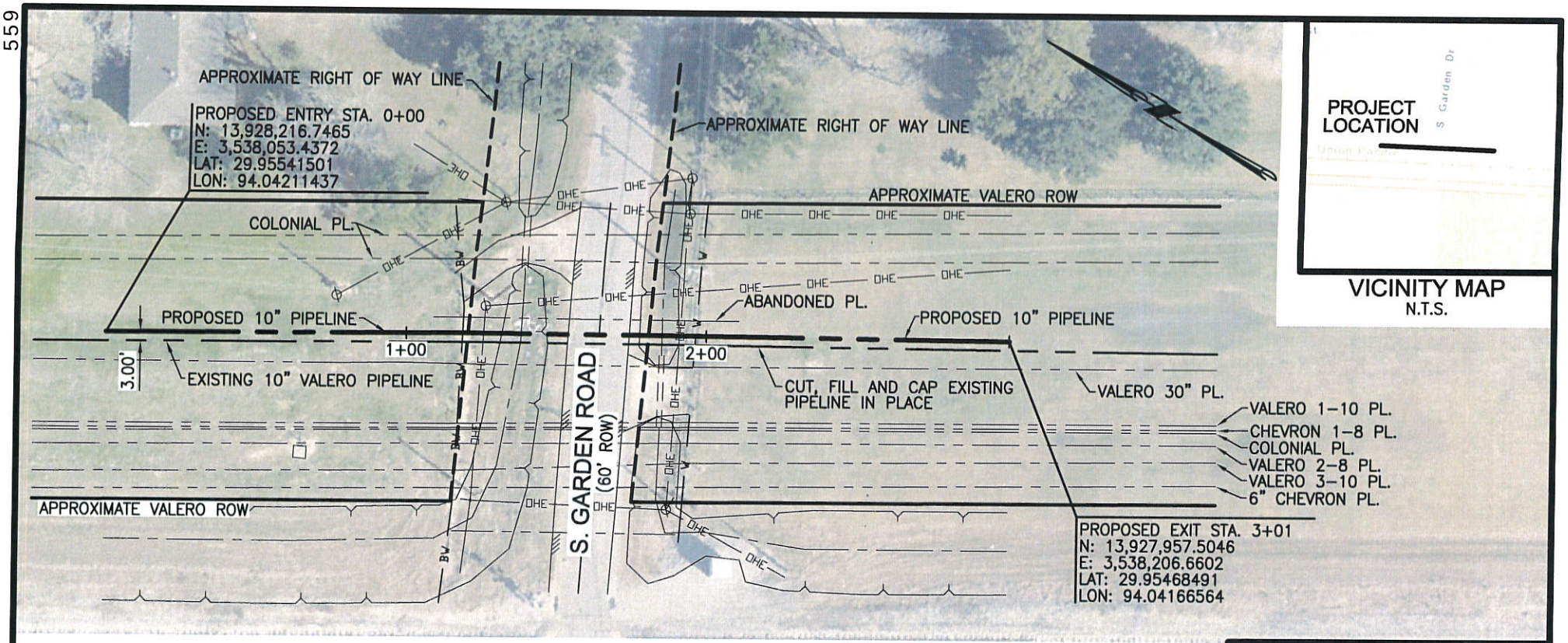


*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)

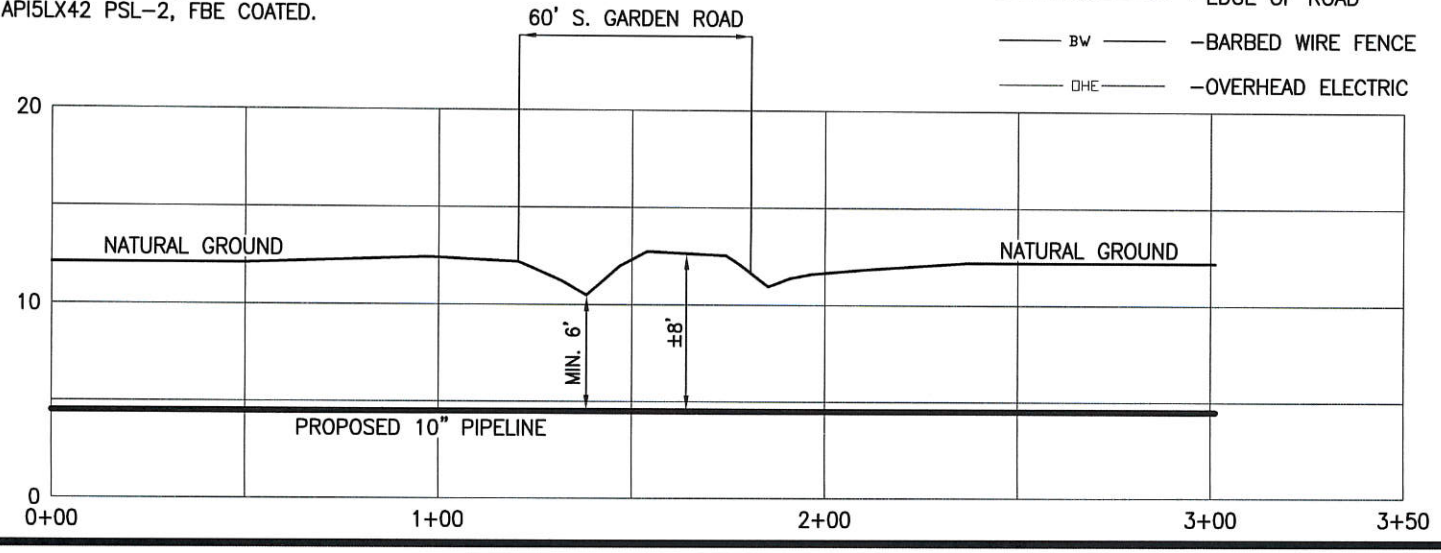
559



VICINITY MAP
N.T.S.

UNION PACIFIC RAILROAD
(FORMERLY T. & N.O. RR.)
(100' ROW)

GENERAL PIPELINE SPECIFICATIONS:
10.75" OD X 0.365" WT
ERW API5LX42 PSL-2, FBE COATED.



LEGEND:
- —— — — —— –PIPELINES
- ——— –TOP OF DITCH
- ——— –EDGE OF ROAD
- ——BW—— –BARBED WIRE FENCE
- ——OHE—— –OVERHEAD ELECTRIC

VALERO PARTNERS PAPS, LLC

DR BY: CDD	SCALE: 1"=50'	SHEET No.: 1 of 1
VER: ACAD 2016		
JOB NO. 16-470	FILE: W:\2016\16-470 VALERO_12_10\16-470 SOUTH GARDEN.DWG	

MARK W. WHITELEY AND ASSOCIATES INCORPORATED
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
T.B.P.L.S. FIRM NO. 10106700
P. O. BOX 5492, BEAUMONT, TEXAS 77726-5492, 409-892-0421
3250 EASTEX FWY., BEAUMONT, TEXAS 77703, (FAX) 409-892-1346

S. GARDEN ROAD CROSSING PERMIT JEFFERSON COUNTY, TEXAS

VALERO

an ACE Company

LICENSE AND/OR PERMIT BOND

Bond No: K09501459

KNOW ALL MEN BY THESE PRESENTS:

That we, VALERO PARTNERS PAPS LLC as Principal and WESTCHESTER FIRE INSURANCE COMPANY, incorporated under the laws of the State of Pennsylvania, with principal office in Philadelphia, as Surety, are held and firmly bound unto JEFFERSON COUNTY, TEXAS as Obligee, in penal sum of $ 5,000.00 Five Thousand and 00/100, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for installation of a pipeline crossing South Garden Road; and the term of said license or permit is as indicated opposite the block checked below:

___ Beginning the _____ day of _____, ____; and ending the _____ day of _____, ____.

_X_ Continuous, beginning the 19th day of May, 2016.

WHEREAS, The Principal is required by law to file with JEFFERSON COUNTY, TEXAS a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 19th day of May, 2016.

VALERO PARTNERS PAPS LLC

Peggy O'Neil
(Witness)

By: _____ (SEAL)
(Principal)

WESTCHESTER FIRE INSURANCE COMPANY

Lupe Tyler
(Witness) Lupe Tyler

By: _____ (SEAL)

Nancy Thomas, Attorney-In-Fact

Rev. 8/06

COPY

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY,** a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact .

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Anoop Chawla Adlakha, Donna L Williams, Jennifer Copeland, Lisa Ward, Lupe Tyler, Margaret Buboltz, Michael J Herrod, Myisha S Jefferson, Nancy Thomas, Stephenie Whittington, Vanessa Dominguez, Wendy Stuckey, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents ($75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 20 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY,** do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 19th day of May, 2016

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Tuesday, May 24, 2016 8:19 AM
To: 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Jody Jannise, Prct 1 Foreman; Kenneth Minkins; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; Rhonda Conlin, Environmental Control; Shedrick Evans, Prct 4 Executive Asst
Subject: Plat of County Property off Viterbo Road - Prct 2
Attachments: 2016 05 23 - Plat for Agenda.pdf

Gentlemen,

Attached is a plat of property owned off of Viterbo Road in Precinct 2. Since the county is interested in selling this property a plat was required. I am placing this on the agenda for Monday, June 6th 2016 as there is no meeting next week due to the holiday.

If you have any questions please contact Don or myself.

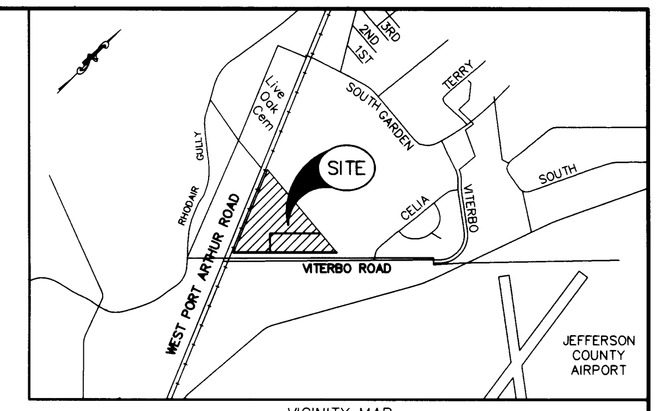
Ron

Ronald Westphal
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: ronaldw@co.jefferson.tx.us

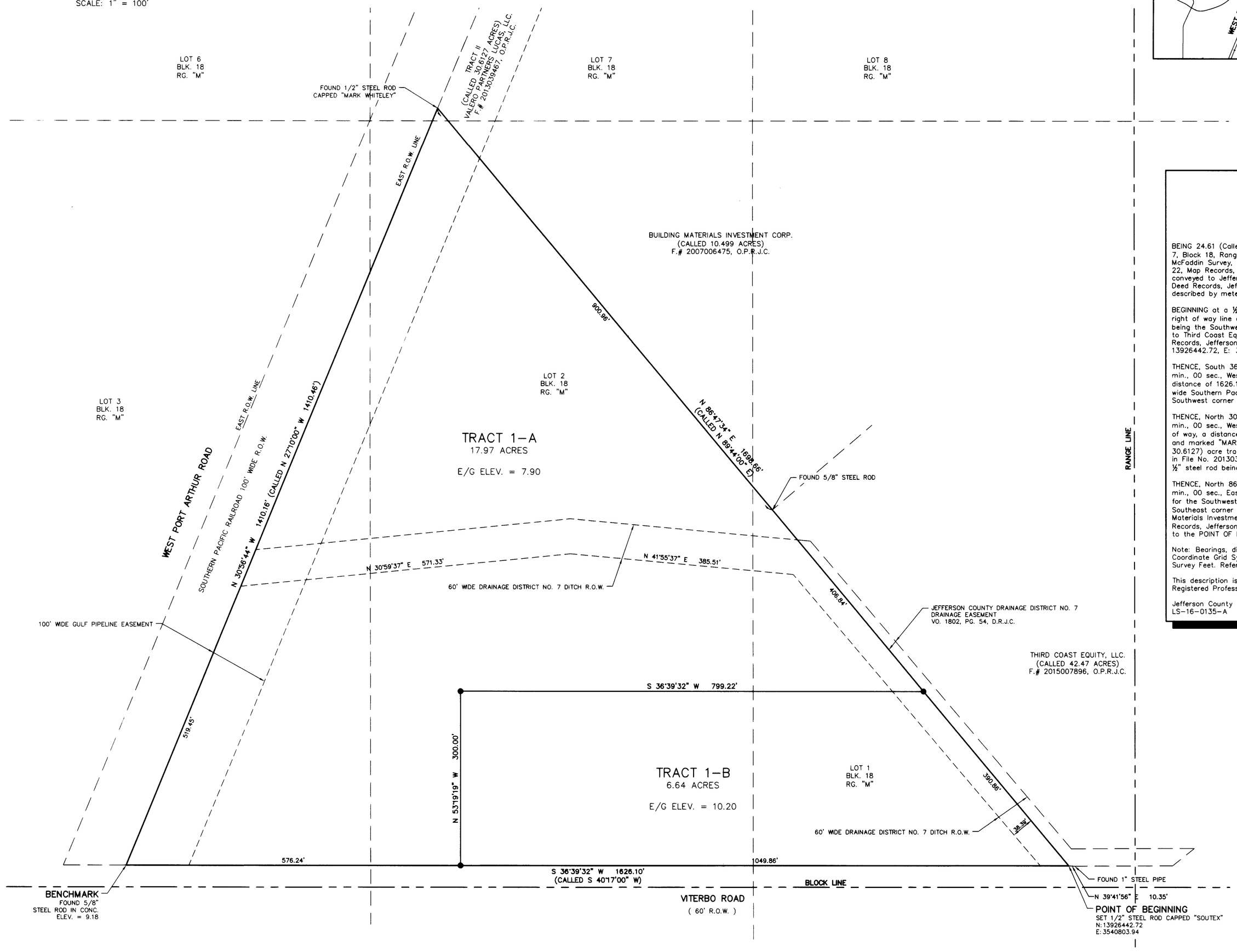
PLAT OF
TRACTS 1–A & 1–B

24.61 ACRES OF LAND PART OF
LOTS 1, 2, 3 & 7, BLK. 18, RG. "M"
PORT ARTHUR LAND COMPANY SUBDIVISION
SITUATED IN THE WILLIAM MCFADDIN SURVEY
SECTION 4, ABSTRACT NO. 420
JEFFERSON COUNTY, TEXAS

0 100
SCALE: 1" = 100'



VICINITY MAP
NO SCALE



TRACTS 1–A AND 1–B
24.61 (CALLED 24.440) ACRES OF LAND
OUT OF BLOCK 18, RANGE "M"
PORT ARTHUR LAND COMPANY SUBDIVISION
IN THE WILLIAM McFADDIN SURVEY,
SECTION NO. 4, ABSTRACT NO. 420,
JEFFERSON COUNTY, TEXAS

BEING 24.61 (Called 24.440) acres of land out of and a part Lots 1, 2, 3 & 7, Block 18, Range "M", Port Arthur Land Company Subdivision of the William McFaddin Survey, Section No.4, Abstract No. 420, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being the same tract of land conveyed to Jefferson County, Texas, recorded in Volume 1753, Page 146, Deed Records, Jefferson County, Texas; said 24.61 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a ½" steel rod, capped and marked "SOUTEX", set on the North right of way line of a dedicated road named Viterbo Road; said ½" steel rod being the Southwest corner of a (Called 42.47) acre tract of land conveyed to Third Coast Equity, LLC, recorded in File No. 2015007896, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13926442.72, E: 3540803.94;

THENCE, South 36 deg., 39 min., 32 sec., West (Called South 40 deg., 17 min., 00 sec., West), on the North right of way line of said Viterbo Road, a distance of 1626.10' to a 5/8" steel rod found on the East line of a 100' wide Southern Pacific Railroad right of way; said 5/8" steel rod being the Southwest corner of the herein described tract;

THENCE, North 30 deg., 56 min., 44 sec., West (Called North 27 deg., 10 min., 00 sec., West), on the East line of said Southern Pacific Railroad right of way, a distance of 1410.16' (Called 1410.46') to a ½" steel rod, capped and marked "MARK WHITELEY", found for the Southwest corner of a (Called 30.6127) acre tract of land conveyed to Valero Partners Lucas, LLC, recorded in File No. 2013039467, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of the herein described tract;

THENCE, North 86 deg., 47 min., 34 sec., East (Called North 89 deg., 44 min., 00 sec., East), a distance of 900.96' passing a 5/8" steel rod found for the Southwest corner of the (Called 42.47) acre tract, same being the Southeast corner of a (Called 10.499) acre tract of land conveyed to Building Materials Investment Corp., recorded in File No. 2007006475, Official Public Records, Jefferson County, Texas; continuing for a total distance of 1698.66' to the POINT OF BEGINNING and containing 24.61 acres of land, more or less.

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South–Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on May 12, 2016.

Jefferson County
LS–16–0135–A

Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I JEFFERSON COUNTY, OWNER OF 24.61 ACRES OF LAND OUT OF LOTS 1, 2, 3 & 7, BLK. 18, RG. "M", PORT ARTHUR LAND COMPANY SUBDIVISION, VOL. 1, PG. 22, MAP RECORDS, SITUATED IN THE WILLIAM MCFADDIN SURVEY, SECTION 4, ABSTRACT NO. 420, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 10/12/72, AND RECORDED IN VOL. 1753, PG. 146, DEED RECORDS, JEFFERSON COUNTY, DO HEREBY SUBDIVIDE 24.61 ACRES OF LAND OUT OF BLK. 18, RG. "M", PORT ARTHUR LAND COMPANY SUBDIVISION SITUATED IN THE WILLIAM MCFADDIN SURVEY, SECTION 4, ABSTRACT NO. 420, TO BE KNOWN AS TRACTS 1–A & 1–B, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT IO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 6th DAY OF June, 2016

OWNER JEFFERSON COUNTY

Certificate of County Approval, to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE 6th DAY OF June, A.D. 20 16, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

Certificate of Recording, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, AT ____ O'CLOCK __M., AND DULY RECORDED ON THE _____ DAY OF _____, 20___, AT ____ O'CLOCK __M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK _____, PAGE _____.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Certification of County Director of Engineering:

I, DON RAO, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING

Certification of Surveyor:

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

STATE OF TEXAS · REGISTERED · ANTHONY M. LEGER · 5481 · PROFESSIONAL LAND SURVEYOR

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

School District plat note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE PORT ARTHUR SCHOOL DISTRICT

FEMA flood plain note:
PLATTED PARCELS OF THIS SUBDIVISION LIE WITHIN THE BOUNDARIES OF FLOOD ZONE "C & A15 (BFE9)" AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 480285–0285–C, DATED 11/20/91. FEMA FLOOD ZONE C DENOTES AREAS OF MINIMAL FLOODING.

Utility notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE
WATER UTILITY SERVICE WILL BE PROVIDED BY: NONE
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE SEWER FACILITY
CABLE UTILITY SERVICE WILL BE PROVIDED BY: TIME WARNER CABLE

Sewage Disposal Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Pipeline Easement Note:
NO PIPELINE MARKERS WERE OBSERVED ON THE TRACT OF LAND.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

OSSF TABLE				
TYPE OF FACILITY	USAGE RATE GALLONS PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)	USAGE RATE – GALLONS PER DAY (WITH WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)
SINGLE FAMILY (1–2 BEDROOMS) LESS THAN 1500 SQ. FT.	225	6428	180	5143
SINGLE FAMILY (3 BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571	240	6857
SINGLE FAMILY (4 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714	300	8571
SINGLE FAMILY (5 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857	360	10286
SINGLE FAMILY (6 BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000	420	12000

● = SET 1/2" STEEL ROD CAPPED "SOUTEX"

SURVEYORS NOTES:

1. COORDINATES, BEARINGS, DISTANCES & ACREAGE ARE BASED ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS–SOUTH CENTRAL ZONE NAD 83 (2011 EPOCH) US SURVEY FEET. REFERENCED TO SMARTNET, NORTH AMERICA. ELEVATIONS ARE REFERENCED TO GEOID 12A, NGS AJ8221
2. THIS SURVEY DOES NOT WARRANT OWNERSHIP. THERE MAY BE EASEMENTS, OR OTHER MATTERS NOT SHOWN, PERFORMED WITHOUT A CURRENT TITLE REPORT
3. W.M. MCFADDIN SURVEY EAST 1/2 SECTION NO. 4, ABSTRACT NO. 420, PAT. 1, PG. 591, GLO RECORDS

JOB NO. 16–0135–A	DRAWN BY: T. CHASE	SHEET 1 OF 1

SOUTEX SURVEYORS & ENGINEERS
T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #10123800
3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

©RIGHTS RESERVED

563

DONATION DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

That JEFFERY W. WITT and spouse, WANDA G. WITT, of Jefferson County, Texas, hereinafter call Grantors, whether one or more, for and in consideration of the sum of One Dollar ($1.00) to Grantors in hand paid by Jefferson County, Texas acting by and through the Commissioners Court of Jefferson County, Texas the receipt of which is hereby acknowledged , and for which no lien is retained, either expressed or implied, have this day Donated and by those presents do Grant, Give, and convey unto Jefferson County, Texas, Grantee, all that certain tract or parcel of land for a road right-of-way for a portion of North China Road in Jefferson County, Texas described as follows, to wit:

BEING a 0.48 acre tract in the GEO. ENNIS SURVEY, ABSTRACT NO. 824, in Jefferson County, Texas, more particularly described on EXHIBIT "A" attached hereto and incorporated herein by reference for all purposes.

This conveyance is made subject to the following:

1. All easements, covenants, and conditions of record in the office of the County Clerk of Jefferson County, Texas to the extent that they are still in effect and relate to the above described property;

2. All zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any, but only to the extent that they are still in effect, and relate to the above described property.

The Grantors herein each reserve unto themselves and to their heirs, executors, administrators, and assigns, all of their respective interests in all of the oil, gas, and other minerals in, on, and under and that may be produced and saved from the herein described land. Provided, however, Grantors, their successors and assigns, hereby waive their right to use any portion of the surface of the herein described property for purposes of drilling, exploring, producing, storing, or transporting the minerals herein reserved.

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging unto the said Grantee, Jefferson County, its successors, and assigns forever. And each Grantor does hereby bind Grantor's, heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND the easement to said property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED effective on the 24 day of May, 2016

JEFFERY W. WITT

WANDA G. WITT

THE STATE OF TEXAS

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 24 day of May, 2016 by Valerie Lin Berni.

Valerie Lin Berni
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
VALERIE LIN BERNI
My Commission Expires
July 29, 2018

Valerie Lin Berni
Notary's Printed Name

My Commissioner Expires: 7/29/2018

EXHIBIT "A"

Legal Description: 0.48 Acre Tract or Parcel of Land
Geo. Ennis Survey, Abstract No. 824
Jefferson County, Texas

BEING a 0.48 acre tract or parcel of land situated in the Geo. Ennis Survey, Abstract No. 824, Jefferson County, Texas and being out of and part of the certain called 142 1/10 acre tract of land patented to Geo. Ennis by the State of Texas by Patent Number 309, Volume 21, dated 18th day of September 1901, and which said Patent is recorded in Volume 54, Page 104, Deed Records, Jefferson County, Texas and being out of and part of that certain called 142 1/10 acre tract of land as described in a "General Warranty Deed" from Lou Ann Bogan Basham, Independent Executrix of the Estate of Richard Henry Bogan, Deceased, to Broadway National Bank, as Trustee of the Garnet Hause Bogan Living Trust, as recorded in Clerk's File No. 2012042447, Official Public Records of Real Property, Jefferson County, Texas, and furthermore being out of and part of that certain called 142.51 acre tract of land as described in a "Special Warranty Deed with Vendor's Lien" from Eldon L. Basham, et al. to Jeffrey W. Witt and spouse, Wanda G. Witt as recorded in Clerk's File No. 2016015050, Official Public Records of Real Property, Jefferson County, Texas, said 0.48 acre tract being more particularly described as follows:

NOTE: All bearings are referenced to the South line of the said 142.51 acre Witt tract as recorded in Clerk's File No. 2016015050, Official Public Records of Real Property, Jefferson County, Texas as NORTH 89°42'39" WEST.

COMMENCING at a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" at an 8" timber fence post set for the Southwest corner of the said Geo. Ennis Survey, the same being the Southwest corner of the said 142.51 acre Witt tract and an interior ell corner of that certain called 1,174.87 acre tract of land as described in a deed from G.A. Dishman and wife, Stella Dishman to W.D. Dishman as recorded in Volume 1531, Page 367, Deed Records, Jefferson County, Texas and being an interior ell corner of the T. & N.O. Railroad Survey, Section No. 101, Abstract No. 237, Jefferson County, Texas;

THENCE SOUTH 89°42'39" EAST, along and with the boundary between the said 142.51 acre Witt tract and the said 1,174.87 acre Dishman tract, the same being the boundary between the said Geo. Ennis Survey and the T. & N.O. Railroad Survey, Section No. 101, for a distance of 1353.06 feet to a 2" iron pipe found for the POINT OF BEGINNING of the tract herein described, said corner also being the most Southerly Northeast corner of the said 1,174.87 acre Dishman tract and being in the West right-of-way line of North China Road;

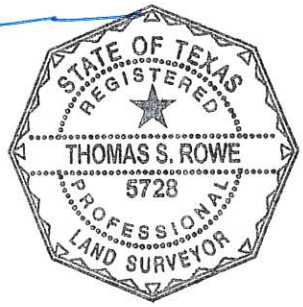
THENCE NORTH 00°01'06" EAST, over and across the said 142.51 acre Witt tract, the same being the apparent West right-of-way line of North China Road, for a distance of 60.00 feet to a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" set for corner, said corner being the intersection of the apparent West right-of-way line of North China Road and the apparent North right-of-way line of North China Road;

THENCE SOUTH 89°44'39" EAST, along and with the apparent North right-of-way line of North China Road, for a distance of 348.77 feet to a 1 1/2" iron pipe found for corner, said corner being the Southwest corner of that certain tract of land being called the West one-half of a 21 acre tract of land as described in a deed from George B. Fairchild, Jr. to Edith Ruby Broussard and W.L. Sherrod as recorded in Volume 1413, Page 433, Deed Records, Jefferson County, Texas and said corner being in the East line of the said 142.51 acre Witt tract, and being in the common boundary between the said Geo. Ennis Survey and the said Wm. H. Prater Survey, Abstract No. 444, Jefferson County, Texas;

THENCE SOUTH 00°18'31" WEST, along and with the East line of the said 142.51 acre Witt tract, the same being the boundary between the said Geo. Ennis Survey and the said Wm. H. Prater Survey, for a distance of 60.20 feet to a point for corner, said corner being the Southeast corner of the said 142.51 acre Witt tract and the Southeast corner of the said Geo. Ennis Survey and the Southwest corner of the said Wm. H. Prater Survey and being in the most Southerly North line of the said Mrs. P.J. Chiles Survey;

THENCE NORTH 89°42'39" WEST, along and with the boundary between the said Geo. Ennis Survey and the said Mrs. P.J. Chiles Survey, for a distance of 348.46 feet to the **POINT OF BEGINNING** and containing 0.48 Acres, more or less.

Surveyed on April 5, 2016. This legal description is being submitted along with a plat based on this survey (see EXHIBIT "B").



Thomas S. Rowe, RPLS No. 5728

TBPLS Firm No.: 10106700

W:\2016\16-304\16-304 North China ROW m&b.docx

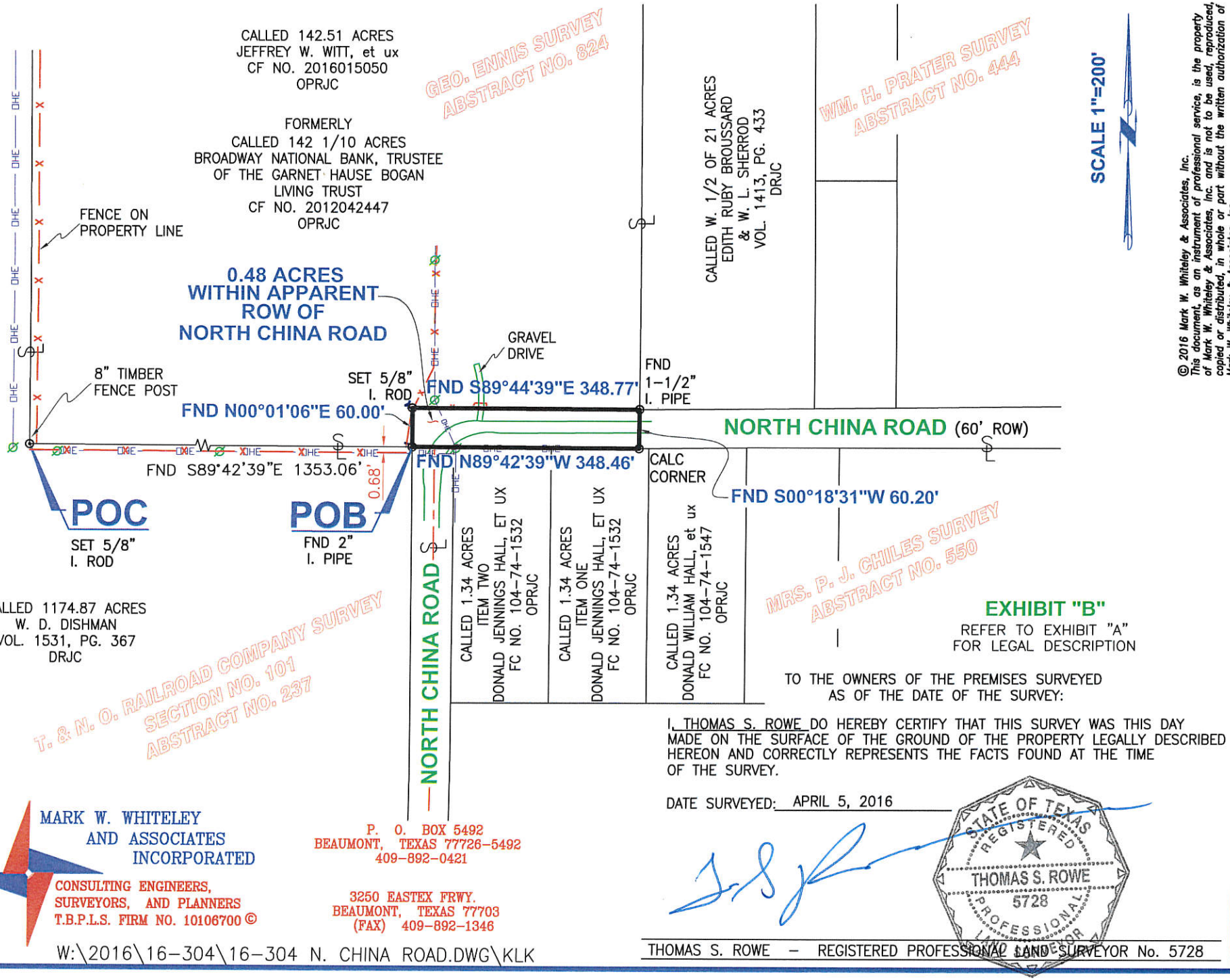


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EXHIBIT "B"

REFER TO EXHIBIT "A"
FOR LEGAL DESCRIPTION

TO THE OWNERS OF THE PREMISES SURVEYED
AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

DATE SURVEYED: APRIL 5, 2016

STATE OF TEXAS
REGISTERED
THOMAS S. ROWE
5728
PROFESSIONAL
LAND SURVEYOR

THOMAS S. ROWE – REGISTERED PROFESSIONAL LAND SURVEYOR No. 5728

MARK W. WHITELEY
AND ASSOCIATES
INCORPORATED
CONSULTING ENGINEERS,
SURVEYORS, AND PLANNERS
T.B.P.L.S. FIRM NO. 10106700 ©

P. O. BOX 5492
BEAUMONT, TEXAS 77726-5492
409-892-0421

3250 EASTEX FRWY.
BEAUMONT, TEXAS 77703
(FAX) 409-892-1346

W:\2016\16-304\16-304 N. CHINA ROAD.DWG\KLK

FILE No. 16-304 N. CHINA ROAD

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Wednesday, June 01, 2016 8:47 AM
To: 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Jody Jannise, Prct 1 Foreman; Kenneth Minkins; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; Rhonda Conlin, Environmental Control; Shedrick Evans, Prct 4 Executive Asst
Subject: Ridgecrest Unit 4
Attachments: 2016 06 01 - Final Plat.pdf

Gentlemen,

This is a last minute item for the agenda, the Final Plat of Ridgecrest Unit 4. Located in Precinct 2 off highway 365 and within Beaumont's ETJ, it is an extension of the existing Ridgecrest subdivision. This plat has met all of requirements of both the city and Engineering.

I will be placing this on the June 6th Agenda.

If you have any questions please contact Don or myself.

Ron

Ronald Westphal
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: ronaldw@co.jefferson.tx.us

BEAUMONT
TEXAS

June 1, 2016

RON WESTPHAL
JEFFERSON COUNTY ENGINEERING
1149 PEARL 5TH FL
BEAUMONT TX 77701

ETJ plat

Dear Mr. Westphal:

Please see the enclosed Final Plat of Ridgecrest Subdivision Unit 4. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

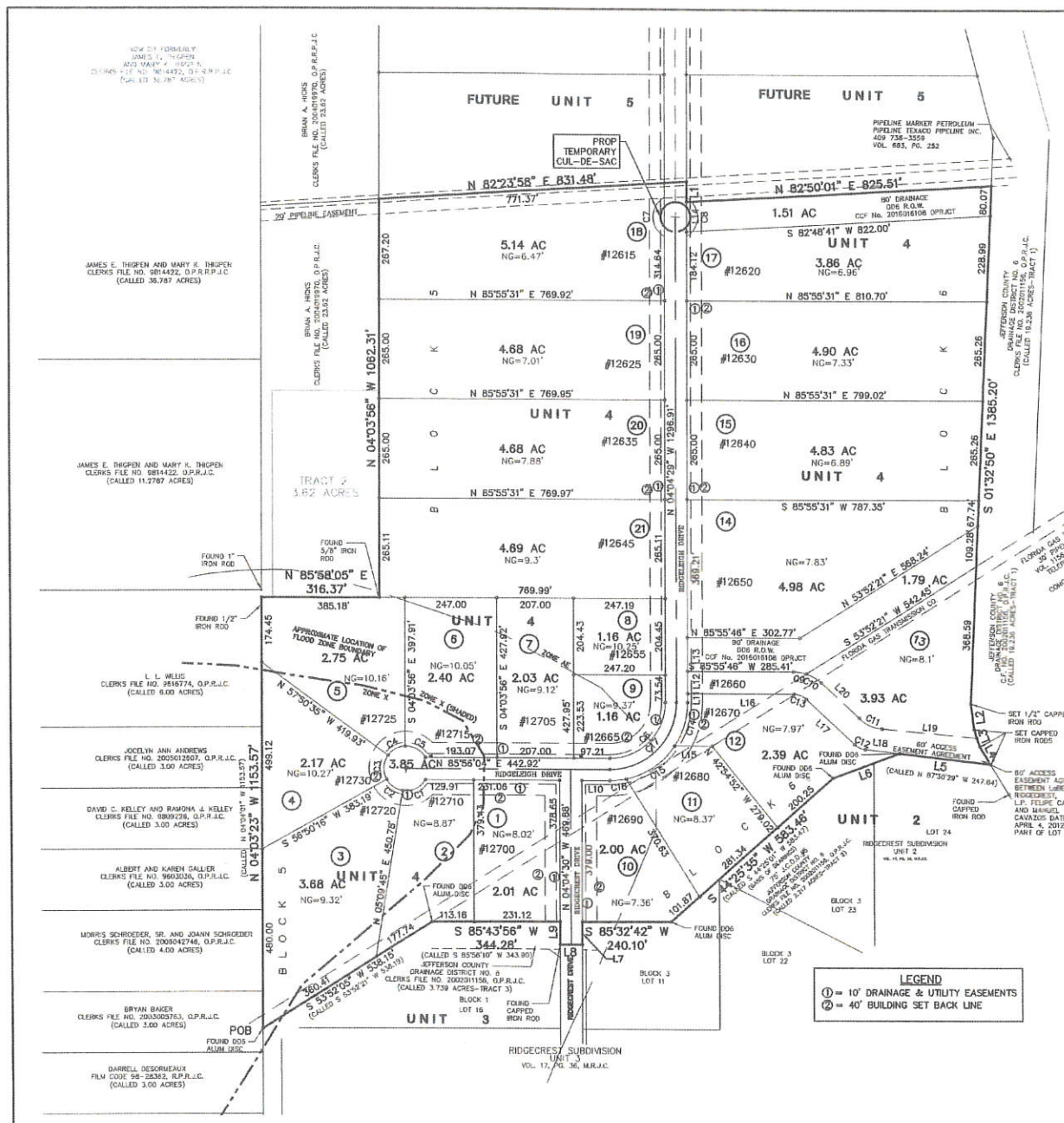
If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at rrowzee@beaumonttexas.gov.

Thank you,

Raymond Rowzee

Raymond Rowzee, CFM
Planner I

PLANNING & ZONING
T 409.880.3764
F 409.880.3133
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov


FUTURE UNIT 5
FUTURE UNIT 5
PROP TEMPORARY CUL-DE-SAC
N 82°23'58" E 831.48'
771.37'
N 82°50'01" E 825.51'
S 82°48'41" W 822.00'
1.51 AC
80' DRAINAGE DOS R.O.W. CCF No. 2015016106 OPRJCT
UNIT 4
UNIT 4
UNIT 4
UNIT 4
UNIT 3
UNIT 2
5.14 AC NG=6.47' #12615
3.86 AC NG=6.96' #12620
4.68 AC NG=7.01' #12625
4.90 AC NG=7.33' #12630
4.68 AC NG=7.88' #12635
4.83 AC NG=6.89' #12640
4.69 AC NG=9.3' #12645
4.98 AC #12650
NG=7.83'
1.79 AC
3.93 AC #12670
NG=7.97'
2.39 AC #12680
NG=8.37'
2.00 AC #12690
NG=7.36'
2.01 AC #12700
NG=8.02'
2.03 AC #12705
NG=9.12'
1.16 AC #12655
NG=10.29'
1.16 AC #12665
NG=8.37'
2.40 AC #12710
NG=8.87'
2.17 AC #12730
NG=10.27'
2.75 AC
NG=10.16'
3.68 AC
NG=9.32'
NG=10.05'
N 82°23'58" E 831.48'
N 82°50'01" E 825.51'
S 82°48'41" W 822.00'
N 85°55'31" E 769.92'
N 85°55'31" E 810.70'
N 85°55'31" E 769.97'
N 85°55'31" E 799.02'
N 85°55'31" E 769.97'
S 82°55'31" W 787.35'
N 85°55'46" E 302.77'
S 82°55'46" W 285.41'
N 85°58'05" E 316.37'
769.99'
S 85°43'56" W 344.28'
S 85°32'42" W 240.10'
N 04°03'56" W 1062.31'
S 01°32'50" E 1365.20'
N 53°32'21" E 868.24'
S 53°32'21" W 542.58'
S 44°25'55" W 583.46'
N 44°25'55" E 583.46'
S 50°50'16" W 438.93'
S 50°50'16" W 382.19'
S 03°50'45" E 442.92'
S 03°03'56" E 427.92'
S 03°03'56" E 427.92'
S 03°03'56" E 427

RECEIVED MAY 26 2016

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

To: Honorable Jeff R. Branick
Commissioner – Eddie Arnold
Commissioner – Brent Weaver
Commissioner – Michael S. Sinegal
Commissioner – Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Resolution for Retiring Deputy LaWanda M. Hancock
Agenda item for the week of June 6, 2016

Date: May 31, 2016

Consider and possibly approve a Resolution recognizing LaWanda M. Hancock for 23 years and 4 months of dedicated service to the Jefferson County Sheriffs' Office and to the citizens of Jefferson County in wishing her well on her retirement.

Sincerely,

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County, Texas

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 6th day of June, 2016, on motion made by Brent A. Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, ***LaWANDA M. HANCOCK***, has devoted 23 years and 4 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***LaWANDA M. HANCOCK***, has dedicated her talents and pledged her services as a Corrections Officer at the Jefferson County Correctional Facility; and

WHEREAS, ***LaWANDA M. HANCOCK***, has made an outstanding contribution to law enforcement and the quality of criminal justice in the Jefferson County Sheriff's Office, serving as a Deputy at the Correctional Facility's Alternative School; and

WHEREAS, through hard work and commitment to excellence, ***LaWANDA M. HANCOCK,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***LaWANDA M. HANCOCK,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***LaWANDA M. HANCOCK***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 6th day of June, 2016.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, June 06, 2016

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 06, 2016