REGULAR, 10/10/2016 1:30:00 PM

BE IT REMEMBERED that on October 10, 2016, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS October 10, 2016

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **10th** day of **October 2016** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Receive and file bids for (IFB 16-027/JW), Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund). This project is funded by County Energy Transportation Reinvestment Zone (CERTZ).

SEE ATTACHMENTS ON PAGES 9 - 337

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

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

SEE ATTACHMENTS ON PAGES 338 - 340

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

3. Consider and approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

SEE ATTACHMENTS ON PAGES 341 - 344

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

COUNTY AUDITOR:

4. Consider and approve FY 2017 budget transfer - Justice of the Peace Pct. 2 - fund extra help.

120-2043-412-1005	EXTRA HELP	$20,000.00	
120-2043-412-1002	ASSISTANTS & CLERKS		$20,000.00

SEE ATTACHMENTS ON PAGES 345 - 345

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

5. Consider and approve FY 2016 budget transfer - Health &; Welfare I - additional cost for burials.

120-5074-441-5006	BURIALS	$25,000.00	
120-5074-441-2003	EMPLOYEES' INSURANCE		$25,000.00

SEE ATTACHMENTS ON PAGES 346 - 346

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

6. Consider and approve FY 2016 budget transfer - Elections - additional cost for postage.

120-1034-414-4052	POSTAGE	$2,800.00	
120-1034-414-3026	ELECTION SUPPLIES		$2,800.00

SEE ATTACHMENTS ON PAGES 347 - 347

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

7. Consider and approve FY 2016 budget transfer - District Clerk - additional cost for postage.

120-2031-414-4052	POSTAGE	$250.00	
120-2031-414-5051	DUPLICATING EQUIP. RENT		$250.00

SEE ATTACHMENTS ON PAGES 348 - 348

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

8. Consider and approve FY 2016 budget transfer - Auditor's Office - additional cost for postage.

120-1013-415-4052	POSTAGE	$100.00	
120-1013-415-3084	MINOR EQUIPMENT		$100.00

SEE ATTACHMENTS ON PAGES 349 - 349

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

9. Consider and approve expenditures by 60th District Court in accordance with order pursuant to section 130.908 of Texas Local Government Code. Blanket PO for office supplies (120-2034-414-3078) to Office Depot for $300 (20% of budgeted line item).

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

10. Consider and approve expenditures by the 60th District Court, 136th District Court, and County Court at Law II in accordance with order pursuant to section 130.908 of Texas Local Government Code for purchases of robes for the incoming judges as well as the proportionate share of the Second Administrative Judicial Region costs that are allocated to each District Judge and County Court at Law departments.

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

11. Regular County Bills - check #425754 through check #426103.

SEE ATTACHMENTS ON PAGES 350 - 362

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

COUNTY CLERK:

12. Approve, receive and file the Texas Secretary of State's certification of the contract between Hart Intercivic and Jefferson County for, the purchase and use of Hart's Electronic Voting System 6.2.1 with firmware version 4.2.13 and associated equipment as detailed in Secretary Carlos Cascos letter to the County Clerk, Carolyn Guidry, and re-execute the purchase contract between Jefferson County and Hart Intercivic for said purchase.

SEE ATTACHMENTS ON PAGES 363 - 409

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

COUNTY COMMISSIONERS:

13. Consider and possibly approve an Agreement for the Use of Clinical Facilities for the Education of Pharmacy Technician Students between Jefferson County, Texas Lamar Institute of Technology. (This is a renewal of the existing agreement)

SEE ATTACHMENTS ON PAGES 410 - 415

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

14. Consider, possibly approve and authorize the County Judge to execute an Interagency Agreement between Jefferson County, Texas and the Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

SEE ATTACHMENTS ON PAGES 416 - 418

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

15. Receive and file executed Property Tax Agreement between Jefferson County and ExxonMobil Oil Corporation regarding the ExxonMobil 'Blade' project at the ExxonMobil Beaumont Refinery pursuant to Sec. 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 419 - 465

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

ADDENDUMS

16. Consider, possibly approve and authorize the County Judge to execute a one-year extension for the Articles of Agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association pursuant to Chapter 174, Local Government Code.

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

ENGINEERING:

17. Consider and possibly approve a Minor Plat of Franks Addition No. 1 which is within the Beaumont ETJ (extra-territorial jurisdiction) and has met the city's approval as well as that of the Engineering Department. This property is located in Precinct No. 1 at the corner of Gentry and Reins Road.

SEE ATTACHMENTS ON PAGES 466 - 467

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

18. Consider and possibly approve a Minor Plat of Dishman-Henslee Addition No. 1 which is within the Beaumont ETJ (extra-territorial jurisdiction) and has met the city's approval as well as that of the Engineering Department. This property is located in Precinct No. 1 off of Reins Road.

SEE ATTACHMENTS ON PAGES 468 - 469

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

SHERIFF'S DEPARTMENT:

19. Consider and approve an expenditure by the Sheriff's Office in accordance with order pursuant to section 130.908 of the Texas Local Government Code. See attached item.

SEE ATTACHMENTS ON PAGES 470 - 470

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

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 12, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund). **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 Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)**
BID NO:	**IFB 16-027/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, October 4, 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 Tuesday, September 27, 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 – September 14th and 21st, 2016

IFB 16-027/JW
Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)
Bids due: 11:00 AM CDT, Tuesday, October 4, 2016

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BID SUBMISSIONS: Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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. 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 judgment 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 23 & 26	Friday & Monday	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 ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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.

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 4TH day of OCTOBER, 2016.

JACQUELINE CHRISTOPHER Notary Public, State Of Texas Comm. Expires 05-21-2020 My Notary ID # 155932-5

Jacqueline Christopher
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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

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, 77707)
Address

BEAUMONT, TEXAS 77704
City, State, Zip Code

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): NONE, _____, _____, _____.

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund) 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:

Liquidated damages will not be paid as part of this Contract.

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund).

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 30 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

Road Improvements for Jefferson County Phase II
(County Transportation Infrastructure Fund)

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 **4th** day of **October, 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)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226569 **Certificate No.** 006873458

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 10th day of June, 2016.

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 10th day of June, 2016, 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, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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: ALLCO

By: _____

T.W. HARRISON - PRESIDENT

ALLCO, L.L.C. TEXAS

$ 244,300.00
Total Base Bid Amount

$ 63,719.80
Total Additive Alternate 1 Bid Amount

$ 50,032.20
Total Additive Alternate 2 Bid Amount

$ 72,995.50
Total Additive Alternate 3 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 AND No CENTS			$6,990.00

EXAMPLE

Unit price for each linear foot of Concrete Curb Removed

Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
				BASE BID			
	0110	2001		EXCAVATION (ROADWAY) Two Hundred Fifteen DLRS AND No CENTS	CY	38.80	8,342.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") Two Hundred Ninety Eight DLRS AND No CENTS	SY	697.30	207,795.40
	0500	2001		MOBILIZATION Eleven Thousand Five Hunded Eighty Five DLRS AND Sixty CENTS	LS	1.00	11,585.60
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING Eight Thousand Two Hundes Eighty Eight DLRS AND Fifty CENTS	MO	2.00	16,577.00
				Note - This total should match the "Total Base Bid Amount" shown on the Notice to the Bidder sheet		TOTAL BASE BID =	244,300.00
				ADDITIVE ALTERNATE 1			
	0110	2001		EXCAVATION (ROADWAY) Two Hundred fifteen DLRS AND No CENTS	CY	11.40	2,451.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") Two Hundred Ninety Eight DLRS AND No CENTS	SY	205.60	61,268.80
				Note - This total should match the "Total Additive Alternate 1 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 1 =	63,719.80

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

				ADDITIVE ALTERNATE 2			
	0110	2001		EXCAVATION (ROADWAY) Two Hundred fifteen — DLRS AND No CENTS	CY	9.00	1,935.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") Two Hundred Ninety Eight DLRS AND No CENTS	SY	161.40	48,097.20
				Note - This total should match the "Total Additive Alternate 2 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 2 =	50,032.20
				ADDITIVE ALTERNATE 3			
	0110	2001		EXCAVATION (ROADWAY) Two Hundred fifteen — DLRS AND No CENTS	CY	13.10	3,816.50
	0361	2017		FULL-DEPTH REPAIR CPJR (6") Two Hundred Ninety Eight DLRS AND No CENTS	SY	235.50	70,179.00
				Note - This total should match the "Total Additive Alternate 3 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 3 =	72,995.50

Acknowledgment of Addenda (if any): NONE

Addendum 1 N/A Date Received N/A

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: 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
15,990,000	New High School Buna Independent School District	95%	Buna Jasper Texas	Architectural Alliance 350 Pine Street Ste. 720 Beaumont Texas 77701 409-866-7196
5,600,000	Crenshaw Water Plant Ground Storage Tank	99%	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	95%	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	57%	Port Arthur Jefferson Texas	Carroll & Blackman Inc. 3120 Fannin Beaumont Texas 77702 409-833-3363
300,000	Site Grading Port Arthur Business Park	98%	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	83%	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	60%	Anahuac Chambers Texas	Carroll & Blackman 3120 Fannin Street Beaumont Texas 77702 409-833-3363
1,300,000	City of Rose City Bridges Project #2	86%	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	65%	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	45%	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	95%	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	15%	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

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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
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

CARROLL & BLACKMAN
MR. ALAN SIMMS, P.E.
3120 FANNIN
BEAUMONT TEXAS 77702
409-833-3363
asims@cbieng.com

ARCENEAUX, WILSON & COLE ENGINEERS
MR. JOE WILSON, P.E.
2901 TURTLE CREEK DR. SUITE 320
PORT ARTHUR TEXAS 77642
409-724-7888
jwilson@ageng.com

d.p. CONSULTING ENGINEERS
MR. MARK KELLY
3727 DOCTORS DRIVE
PORT ARTHUR TEXAS 77642
409-986-6263
mkelly@dpengineersinc.com

BOB SHAW CONSULTING ENGINEERS
MR. ED LONG, P.E.
4749 TWIN CITY HIGHWAY
PORT ARTHUR TEXAS 77642
409-962-0263
elong@bobshawce.com

SCHAUMBURG & POLK ENGINEERS
MR. RICKY J. BOURQUE, P.E.
8865 COLLEGE STREET
BEAUMONT TEXAS 77707
409-866-0341
rbourque@spi-eng.com

REFERENCES
ALLCO

CITY OF ORANGE
MR. JAMES B. WOLF, P.E.
803 W. GREEN
ORANGE TEXAS 77630
409-883-1900
jwolf@orangetx.org

ORANGE COUNTY W.C.I.D. NO. 1
MR. NORMAN BLACKMAN, P.E.
460 E. BOLIVAR STREET
VIDOR TEXAS 77662
409-769-2669
nblackman@ocwc1.com

CITY OF NEDERLAND
MR. STEVE HAMILTON, P.E.
207 NORTH 12TH
NEDERLAND TEXAS 77627
409-723-1542
Shamilton@ci.nederland.tx.us

CITY OF PORT ARTHUR
DR. JIMMY JOHNSON
444 4TH STREET
PORT ARTHUR TEXAS 77640
409-983-8226
john.tomplait@portarthur.net

ALLCO

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

ALLCO

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

ALLCO

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

ALLCO

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

ALLCO

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

ALLCO

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

BEAUMONT INDEPENDENT SCHOOL DISTRICT
MS. NAKISHA MYLES
nmyles@bmtisd.com
409-617-5042 - phone
409-923-1015 - fax

PORT ARTHUR INDEPENDENT SCHOOL DISTRICT
REED RICHARD
rrichard@paisd.org
409-989-6200 - phone
409-983-7499 - fax

PORT NECHES INDEPENDENT SCHOOL DISTRICT
JEFF BERGERON
jbergeron@pngisd.org
409-722-4483 - phone
409-724-7864 - fax

LONG ARCHITECT
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SHW ARCHITECTS
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ARCHITECTURAL ALLIANCE
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PBK ARCHITECTS
STEVE DAYLOR
Steve.Daylor@PBK.com
713-965-0608 - phone
713-961-4571 - fax

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)

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

BEAUMONT, TEXAS 77704
City, State & Zip

409-860-4459
Telephone Number

tharrison@allco.com
E-mail Address

Signature

T.W. HARRISON - PRESIDENT
Print Name

OCTOBER 4, 2016
Date Signed

409-860-3857
Fax Number

ALLCO, L.L.C. TEXAS

Bidder Shall Return Completed Form with Offer.

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.**

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

Signature of vendor doing business with the governmental entity

OCTOBER 4, 2016

Date

T.W. HARRISON – PRESIDENT

ALLCO, L.L.C. TEXAS

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

OCTOBER 4, 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) TEXAS (State) 77707 (Zip)

Phone (with area code): 409-860-4459 Fax (with area code): 409-860-3857

Project Title & No.: Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund) Bid No. IFB 16-027/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	ALLCO, L.L.C.	OCTOBER 4, 2016
Printed Name of Contractor Representative	Signature of Representative	Date
N/A	N/A	N/A
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: ALLCO HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 6720 COLLEGE (Street) BEAUMONT (City) TEXAS (State) 77707 (Zip)

Phone (with area code): 409-860-4459 Fax (with area code): 409-860-3857

Project Title & No.: Road Improvements for Jefferson County Phase II (County Transportation Fund) IFB/RFP No.: 16-027/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: OCTOBER 4, 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: OCTOBER 4, 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 (physical: 6720 College)
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. September 6, 2016

GENERAL NOTES:

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.

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.

Place no construction signs in conflict with existing signs. If placement of construction signs for contract blocks existing signs, make adjustments with confirmation from the Engineer.

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Verify material quantities and dimensions prior to ordering materials.

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.

Item 6: Control of Materials

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

Item 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 361: Full-Depth Repair of Concrete Pavement

Base material and curbing will not be paid for directly, but will be considered subsidiary to this Item.

The base material will be a 2" sand cushion in accordance with the standard for Embankment (Ord Comp) (Ty A).

Match existing curbing whenever present.

Item 502: Barricades, Signs, and Traffic Handling

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, shall 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.

A traffic control plan for one-lane two-way traffic is shown in the plans for reference. The contractor shall submit a proposed traffic control plan for approval by the Engineer prior to starting construction.

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 110 EXCAVATION (132)
ITEM 361 FULL-DEPTH REPAIR OF CONCRETE PAVEMENT (360),(421),(440)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING

SPECIAL PROVISIONS:

WAGE RATES

SPECIAL SPECIFICATIONS:

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.

WAGE RATES

Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor **(a copy of which follows and is herein incorporated by reference)**, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City/County must report all suspected or reported violations to the Texas Department of Transportation.

General Decision Number: TX160056 01/08/2016 TX56

Superseded General Decision Number: TX20150056

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	

Work Zone Barricade
Servicer.....$ 11.67

PAINTER (Structures).....$ 18.62

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 14.06
Asphalt Paving Machine.....$ 14.32
Broom or Sweeper.....$ 12.68
Concrete Pavement
Finishing Machine.....$ 13.07
Concrete Paving, Curing,
Float, Texturing Machine....$ 11.71
Concrete Saw.....$ 13.99
Crane, Hydraulic 80 Tons
or less.....$ 13.86
Crane, Lattice boom 80
tons or less.....$ 14.97
Crane, Lattice boom over
80 Tons.....$ 15.80
Crawler Tractor.....$ 13.68
Excavator, 50,000 pounds
or less.....$ 12.71
Excavator, Over 50,000
pounds.....$ 14.53
Foundation Drill, Crawler
Mounted.....$ 17.43
Foundation Drill, Truck
Mounted.....$ 15.89
Front End Loader 3 CY or
Less.....$ 13.32
Front End Loader, Over 3 CY.$ 13.17
Loader/Backhoe.....$ 14.29
Mechanic.....$ 16.96
Milling Machine.....$ 13.53
Motor Grader, Fine Grade....$ 15.69
Motor Grader, Rough.....$ 14.23
Off Road Hauler.....$ 14.60
Pavement Marking Machine....$ 11.18
Piledriver.....$ 14.95
Roller, Asphalt.....$ 11.95
Roller, Other.....$ 11.57
Scraper.....$ 13.47
Spreader Box.....$ 13.58

Servicer.....$ 13.97

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

TRUCK DRIVER
Low Boy Float.....$ 16.03
Single Axle.....$ 11.46
Single or Tandem Axle Dump..$ 11.48

Tandem Axle Tractor w/Semi
Trailer.....$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

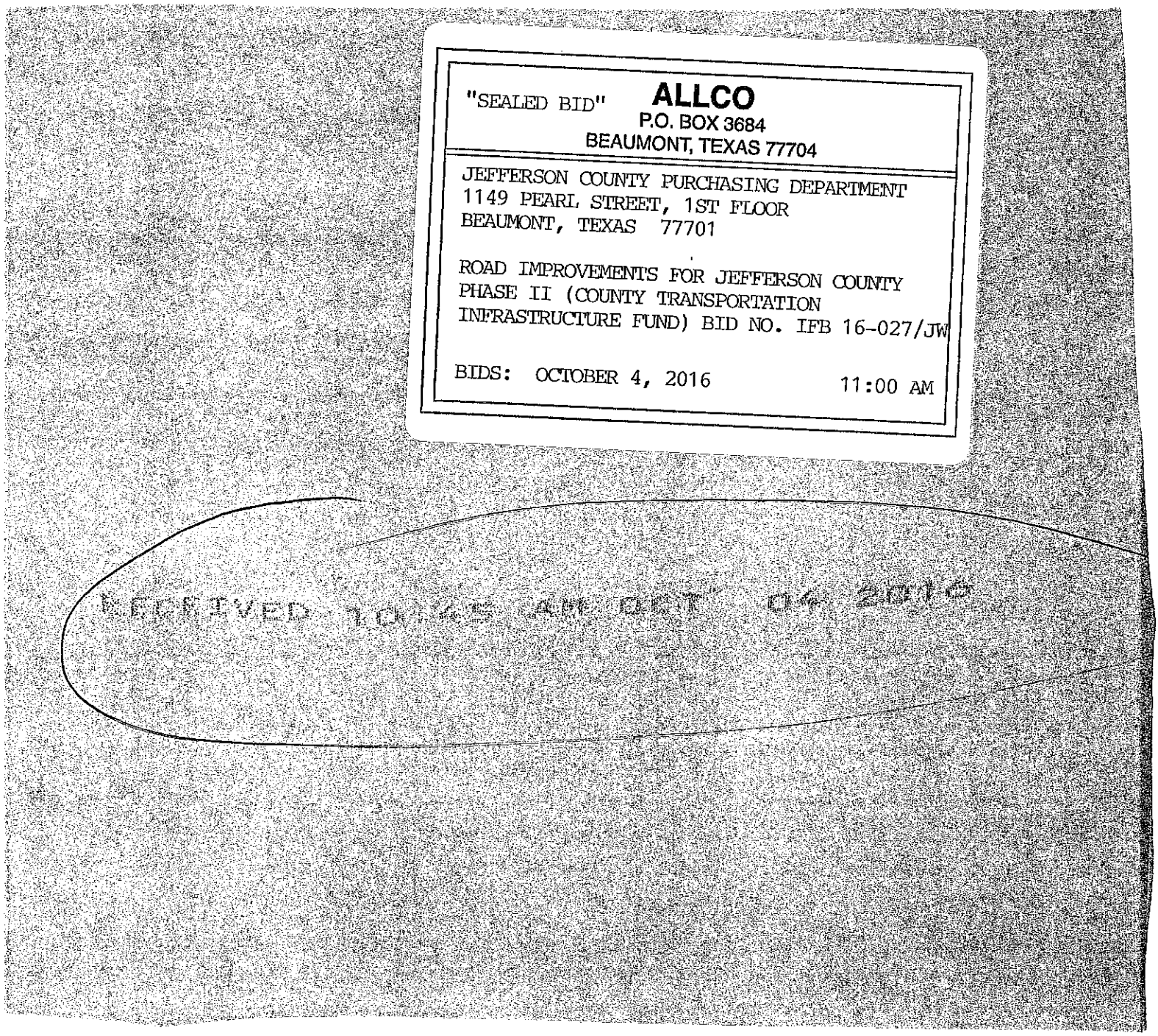
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION



"SEALED BID"

ALLCO
P.O. BOX 3684
BEAUMONT, TEXAS 77704

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TEXAS 77701

ROAD IMPROVEMENTS FOR JEFFERSON COUNTY
PHASE II (COUNTY TRANSPORTATION
INFRASTRUCTURE FUND) BID NO. IFB 16-027/JW

BIDS: OCTOBER 4, 2016 11:00 AM

RECEIVED TIME AND DATE OCT 04 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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 12, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund). **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 Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)**
BID NO:	**IFB 16-027/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, October 4, 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 Tuesday, September 27, 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 – September 14th and 21st, 2016

T8

IFB 16-027/JW
Road Improvements for Jefferson County Phase II
(County Transportation Infrastructure Fund)
Bids due: 11:00 AM CDT, Tuesday, October 4, 2016

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BID SUBMISSIONS: Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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. 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 judgment 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 23 & 26	Friday & Monday	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 ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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.

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 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) 866-1444

by: Scott Blanchard (print name) Title: Asst. Secretary

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 4th day of October, 2016.

KIMBERLY KAY WORK
Notary Public, State of Texas
Comm. Expires 10-31-2016
Notary ID 00190624-5

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

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

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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.

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund) 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:

Liquidated damages will not be paid as part of this Contract.

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund).

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 30 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

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

$ 163,905.10
Total Base Bid Amount

$ 39,302.20
Total Additive Alternate 1 Bid Amount

$ 30,856.80
Total Additive Alternate 2 Bid Amount

$ 45,021.00
Total Additive Alternate 3 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

Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
				BASE BID			
	0110	2001		EXCAVATION (ROADWAY) Seventy Five DLRS AND No CENTS	CY	38.80	$2,910.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Eighty Seven DLRS AND No CENTS	SY	697.30	$130,395.10
	0500	2001		MOBILIZATION Twenty Three Thousand DLRS AND No CENTS	LS	1.00	$23,000.00
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING Three Thousand Eight Hundred DLRS AND No CENTS	MO	2.00	$7,600.00
				Note - This total should match the "Total Base Bid Amount" shown on the Notice to the Bidder sheet		TOTAL BASE BID =	$163,905.10
				ADDITIVE ALTERNATE 1			
	0110	2001		EXCAVATION (ROADWAY) Seventy Five DLRS AND No CENTS	CY	11.40	$855.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Eighty Seven DLRS AND No CENTS	SY	205.60	$38,447.20
				Note - This total should match the "Total Additive Alternate 1 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 1 =	$39,302.20

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

				ADDITIVE ALTERNATE 2			
	0110	2001		EXCAVATION (ROADWAY) Seventy Five DLRS AND No CENTS	CY	9.00	$675.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Eighty Seven DLRS AND No CENTS	SY	161.40	$30,181.80
				Note - This total should match the "Total Additive Alternate 2 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 2 =	$30,856.80
				ADDITIVE ALTERNATE 3			
	0110	2001		EXCAVATION (ROADWAY) Seventy Five DLRS AND No CENTS	CY	13.10	$982.50
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Eighty Seven DLRS AND No CENTS	SY	235.50	$44,038.50
				Note - This total should match the "Total Additive Alternate 3 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 3 =	$45,021.00

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

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Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Texas Department of Transportation

Address: 8450 Eastex Freeway, Beaumont, TX 77708

Contact Person and Title: Kenneth Weimers, Area Engineer

Phone: (409) 924-6521 Fax: _____

Contract Period: Ongoing Scope of Work: Road Construction

REFERENCE TWO

Government/Company Name: City of Beaumont

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 THREE

Government/Company Name: Jefferson County

Address: 1149 Pearl Street, 1st Floor, Beaumont, TX 77701

Contact Person and Title: Mr. Jamey West, Assistant Purchasing Agent

Phone: (409) 835-8593 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	OCTOBER 4, 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.

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.

Scott Blanchard
Printed Name of Authorized Representative

Signature

Asst. Secretary
Title

10/04/2016
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.: Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund); IFB-16-027/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		10/04/2016
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.

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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.: Jefferson County Phase II IFB/RFP No.: IFB 16-027/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: 10/04/2016

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: 10/04/2016

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.

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
PH. (610) 832-8240

BID BOND

Bond Number: 7366872

KNOW ALL MEN BY THESE PRESENTS, that we APAC-Texas, Inc.

as Principal, (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a mutual company duly organized under the laws of the Commonwealth of Massachusetts as Surety, (the "Surety"), are held and firmly bound unto Jefferson County, Texas

as Obligee, (the "Obligee"), in the penal sum of FIVE PERCENT OF AMOUNT BID

Dollars ($5% OF AMOUNT BID),

for the payment of which sum well and truly to be made, the 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 Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

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, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum hereof.

DATED as of this 4th day of October, 2016.

WITNESS/ATTEST:
Paula Harris

APAC-Texas, Inc. (Seal)
Principal

By: _____
Name: Scott Blanchard
Title: Asst. Secretary

LIBERTY MUTUAL INSURANCE COMPANY (Seal)
Surety

By: _____
Artie Tucker, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7366872

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 Kvarme; Artie Tucker; David Barlow; Kal A. Kincaid; L.L. Mathews, Jr.; Larry Mathews; Scott Blanchard; Travis Clarke

all of the city of Beaumont, 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, 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 bid bonds on behalf of APAC-Texas, Inc. (Beaumont)

and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company 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 17th day of May, 2016.

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 17th day of May, 2016, 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 4th day of October, 2016.

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.

SURETY ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Jefferson } SS

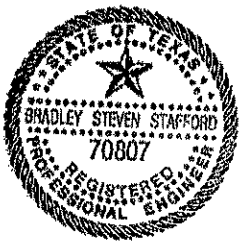
On this 4th day of October, 2016, before me personally came Artie Tucker to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal 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.

KIMBERLY KAY WORK
Notary Public, State of Texas
Comm. Expires 10-31-2016
Notary ID 00190624-5

Notary Public

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. September 6, 2016

GENERAL NOTES:

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.

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.

Place no construction signs in conflict with existing signs. If placement of construction signs for contract blocks existing signs, make adjustments with confirmation from the Engineer.

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Verify material quantities and dimensions prior to ordering materials.

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.

Item 6: Control of Materials

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

Item 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 361: Full-Depth Repair of Concrete Pavement

Base material and curbing will not be paid for directly, but will be considered subsidiary to this Item.

The base material will be a 2" sand cushion in accordance with the standard for Embankment (Ord Comp) (Ty A).

Match existing curbing whenever present.

Item 502: Barricades, Signs, and Traffic Handling

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, shall 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.

A traffic control plan for one-lane two-way traffic is shown in the plans for reference. The contractor shall submit a proposed traffic control plan for approval by the Engineer prior to starting construction.

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 110 EXCAVATION (132)
ITEM 361 FULL-DEPTH REPAIR OF CONCRETE PAVEMENT (360),(421),(440)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING

SPECIAL PROVISIONS:

WAGE RATES

SPECIAL SPECIFICATIONS:

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.

WAGE RATES

Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor **(a copy of which follows and is herein incorporated by reference)**, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City/County must report all suspected or reported violations to the Texas Department of Transportation.

General Decision Number: TX160056 01/08/2016 TX56

Superseded General Decision Number: TX20150056

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	

Work Zone Barricade
Servicer.....$ 11.67

PAINTER (Structures).....$ 18.62

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 14.06
Asphalt Paving Machine.....$ 14.32
Broom or Sweeper.....$ 12.68
Concrete Pavement
Finishing Machine.....$ 13.07
Concrete Paving, Curing,
Float, Texturing Machine....$ 11.71
Concrete Saw.....$ 13.99
Crane, Hydraulic 80 Tons
or less.....$ 13.86
Crane, Lattice boom 80
tons or less.....$ 14.97
Crane, Lattice boom over
80 Tons.....$ 15.80
Crawler Tractor.....$ 13.68
Excavator, 50,000 pounds
or less.....$ 12.71
Excavator, Over 50,000
pounds.....$ 14.53
Foundation Drill, Crawler
Mounted.....$ 17.43
Foundation Drill, Truck
Mounted.....$ 15.89
Front End Loader 3 CY or
Less.....$ 13.32
Front End Loader, Over 3 CY.$ 13.17
Loader/Backhoe.....$ 14.29
Mechanic.....$ 16.96
Milling Machine.....$ 13.53
Motor Grader, Fine Grade....$ 15.69
Motor Grader, Rough.....$ 14.23
Off Road Hauler.....$ 14.60
Pavement Marking Machine....$ 11.18
Piledriver.....$ 14.95
Roller, Asphalt.....$ 11.95
Roller, Other.....$ 11.57
Scraper.....$ 13.47
Spreader Box.....$ 13.58

Servicer.....$ 13.97

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

TRUCK DRIVER
Low Boy Float.....$ 16.03
Single Axle.....$ 11.46
Single or Tandem Axle Dump..$ 11.48

Tandem Axle Tractor w/Semi
Trailer.....$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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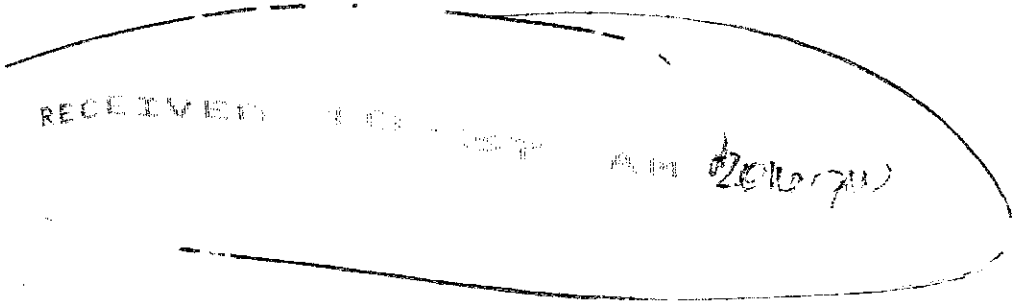
END OF GENERAL DECISION

Bid For: Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)
Bid No: IFB 16-027/JW

Submitted By: APAC-TEXAS, INC.
12907 US HWY 90
Beaumont, TX 77713

Bid Date: Tuesday, October 4th at 11:00 a.m (CST)

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



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

September 12, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund). **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 Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)**
BID NO:	**IFB 16-027/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, October 4, 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 Tuesday, September 27, 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 – September 14th and 21st, 2016

IFB 16-027/JW
Road Improvements for Jefferson County Phase II
(County Transportation Infrastructure Fund)
Bids due: 11:00 AM CDT, Tuesday, October 4, 2016

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BID SUBMISSIONS: Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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. 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 judgment 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 23 & 26	Friday & Monday	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 ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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.

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_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)

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

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

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said_____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 2016.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing
And Urban Development

Applicability

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract,

HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

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

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

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

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

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

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

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

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

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

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund) 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:

Liquidated damages will not be paid as part of this Contract.

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund).

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 30 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

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: _____

By: _____

$_____
Total Base Bid Amount

$_____
Total Additive Alternate 1 Bid Amount

$_____
Total Additive Alternate 2 Bid Amount

$_____
Total Additive Alternate 3 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 AND No CENTS			$6,990.00

EXAMPLE

Unit price for each linear foot of Concrete Curb Removed

Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
				BASE BID			
	0110	2001		EXCAVATION (ROADWAY) _____ DLRS AND _____ CENTS	CY	38.80	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") _____ DLRS AND _____ CENTS	SY	697.30	
	0500	2001		MOBILIZATION _____ DLRS AND _____ CENTS	LS	1.00	
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING _____ DLRS AND _____ CENTS	MO	2.00	
				Note - This total should match the "Total Base Bid Amount" shown on the Notice to the Bidder sheet		TOTAL BASE BID =	
				ADDITIVE ALTERNATE 1			
	0110	2001		EXCAVATION (ROADWAY) _____ DLRS AND _____ CENTS	CY	11.40	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") _____ DLRS AND _____ CENTS	SY	205.60	
				Note - This total should match the "Total Additive Alternate 1 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 1 =	

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

				ADDITIVE ALTERNATE 2			
	0110	2001		EXCAVATION (ROADWAY) _____ DLRS AND _____ CENTS	CY	9.00	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") _____ DLRS AND _____ CENTS	SY	161.40	
				Note - This total should match the "Total Additive Alternate 2 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 2 =	
				ADDITIVE ALTERNATE 3			
	0110	2001		EXCAVATION (ROADWAY) _____ DLRS AND _____ CENTS	CY	13.10	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") _____ DLRS AND _____ CENTS	SY	235.50	
				Note - This total should match the "Total Additive Alternate 3 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 3 =	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

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.**

_____
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.

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.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

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. September 6, 2016

GENERAL NOTES:

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.

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.

Place no construction signs in conflict with existing signs. If placement of construction signs for contract blocks existing signs, make adjustments with confirmation from the Engineer.

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Verify material quantities and dimensions prior to ordering materials.

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.

Item 6: Control of Materials

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

Item 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 361: Full-Depth Repair of Concrete Pavement

Base material and curbing will not be paid for directly, but will be considered subsidiary to this Item.

The base material will be a 2" sand cushion in accordance with the standard for Embankment (Ord Comp) (Ty A).

Match existing curbing whenever present.

Item 502: Barricades, Signs, and Traffic Handling

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, shall 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.

A traffic control plan for one-lane two-way traffic is shown in the plans for reference. The contractor shall submit a proposed traffic control plan for approval by the Engineer prior to starting construction.

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 110 EXCAVATION (132)
ITEM 361 FULL-DEPTH REPAIR OF CONCRETE PAVEMENT (360),(421),(440)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING

SPECIAL PROVISIONS:

WAGE RATES

SPECIAL SPECIFICATIONS:

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.

WAGE RATES

Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor **(a copy of which follows and is herein incorporated by reference)**, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City/County must report all suspected or reported violations to the Texas Department of Transportation.

General Decision Number: TX160056 01/08/2016 TX56

Superseded General Decision Number: TX20150056

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	

Work Zone Barricade
Servicer.....$ 11.67

PAINTER (Structures).....$ 18.62

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 14.06
Asphalt Paving Machine.....$ 14.32
Broom or Sweeper.....$ 12.68
Concrete Pavement
Finishing Machine.....$ 13.07
Concrete Paving, Curing,
Float, Texturing Machine....$ 11.71
Concrete Saw.....$ 13.99
Crane, Hydraulic 80 Tons
or less.....$ 13.86
Crane, Lattice boom 80
tons or less.....$ 14.97
Crane, Lattice boom over
80 Tons.....$ 15.80
Crawler Tractor.....$ 13.68
Excavator, 50,000 pounds
or less.....$ 12.71
Excavator, Over 50,000
pounds.....$ 14.53
Foundation Drill, Crawler
Mounted.....$ 17.43
Foundation Drill, Truck
Mounted.....$ 15.89
Front End Loader 3 CY or
Less.....$ 13.32
Front End Loader, Over 3 CY.$ 13.17
Loader/Backhoe.....$ 14.29
Mechanic.....$ 16.96
Milling Machine.....$ 13.53
Motor Grader, Fine Grade....$ 15.69
Motor Grader, Rough.....$ 14.23
Off Road Hauler.....$ 14.60
Pavement Marking Machine....$ 11.18
Piledriver.....$ 14.95
Roller, Asphalt.....$ 11.95
Roller, Other.....$ 11.57
Scraper.....$ 13.47
Spreader Box.....$ 13.58

Servicer.....$ 13.97

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

TRUCK DRIVER
Low Boy Float.....$ 16.03
Single Axle.....$ 11.46
Single or Tandem Axle Dump..$ 11.48

Tandem Axle Tractor w/Semi
Trailer.....$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
				BASE BID			
	0110	2001		EXCAVATION (ROADWAY) Twenty-five DLRS AND NO CENTS	CY	38.80	$ 970.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Thirty DLRS AND NO CENTS	SY	697.30	$ 90,649.00
	0500	2001		MOBILIZATION One thousand five hundred DLRS AND NO CENTS	LS	1.00	$ 1,500.00
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING Two Thousand DLRS AND NO CENTS	MO	2.00	$ 4,000.00
				Note - This total should match the "Total Base Bid Amount" shown on the Notice to the Bidder sheet		TOTAL BASE BID =	$ 97,119.00
				ADDITIVE ALTERNATE 1			
	0110	2001		EXCAVATION (ROADWAY) Twenty five DLRS AND NO CENTS	CY	11.40	$ 285.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Thirty DLRS AND NO CENTS	SY	205.60	$ 26,728.00
				Note - This total should match the "Total Additive Alternate 1 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 1 =	$ 27,013.00

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

				ADDITIVE ALTERNATE 2			
	0110	2001		EXCAVATION (ROADWAY) Twenty-five DLRS AND NO CENTS	CY	9.00	$225.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred thirty DLRS AND NO CENTS	SY	161.40	$20,982.00
				Note - This total should match the "Total Additive Alternate 2 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 2 =	$21,207.00
				ADDITIVE ALTERNATE 3			
	0110	2001		EXCAVATION (ROADWAY) Twenty-five DLRS AND NO CENTS	CY	13.10	$235.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred thirty DLRS AND NO CENTS	SY	235.50	$30,615.00
				Note - This total should match the "Total Additive Alternate 3 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 3 =	$30,950.00

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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: Brystar Contracting, Inc.

By: _____
Bryan Phelps, President

$ 97,119.00
Total Base Bid Amount

$ $27,013.00
Total Additive Alternate 1 Bid Amount

$ $21,207.00
Total Additive Alternate 2 Bid Amount

$ $30,850.80
Total Additive Alternate 3 Bid Amount

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, TX 77705

Fax: (409) 842-6461 Telephone# (409)842-6768

by: Bryan Phelps (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Bryan Phelps on

this the 4th day of October, 2016.

SUZANNE HOLUBECK
My Commission Expires
October 26, 2017

Suzanne Holubeck
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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

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):

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

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): NONE _____, _____, _____.

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) 842-6461
Phone Fax

Bryan@Brystar.com
E-mail

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

October 4, 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

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.**

Brystar Contracting, Inc.

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

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

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 Not Applicable

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 Not Applicable

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

4 [signature]
Signature of vendor doing business with the governmental entity

October 4, 2016
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 Due to size of project all work to be performed by Bystar Contracting Personel.

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

B Phelps
Signature

President
Title

October 4, 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 Due to size of Project All work to be performed by Brystar Personell

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: _____

Bryan Phelps	[signature]	October 4, 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 Due to size of Project All work to be performed by Bristar Forces.

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Bryan Phelps

Title: President

Signature: [signature]

Date: October 4, 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

Title: CFO, V.P.

Date: October 4, 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, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
700000-00 | 092742-00000	8385 Chemical Rd, BMT, TX 77705
03400-000-002400	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.

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, 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
Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

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 **4th** day of **October, 2016**.

(Witness)

Brystar Contracting, Inc.

(Principal) *(Seal)*

Bryan Phelps (Title) President

Liberty Mutual Insurance Company

(Surety) *(Seal)*

Francine Hay *Attorney-in-Fact*

Sue Kohler (Witness)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7036136

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 4th day of Oct., 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.

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
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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.

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: _____

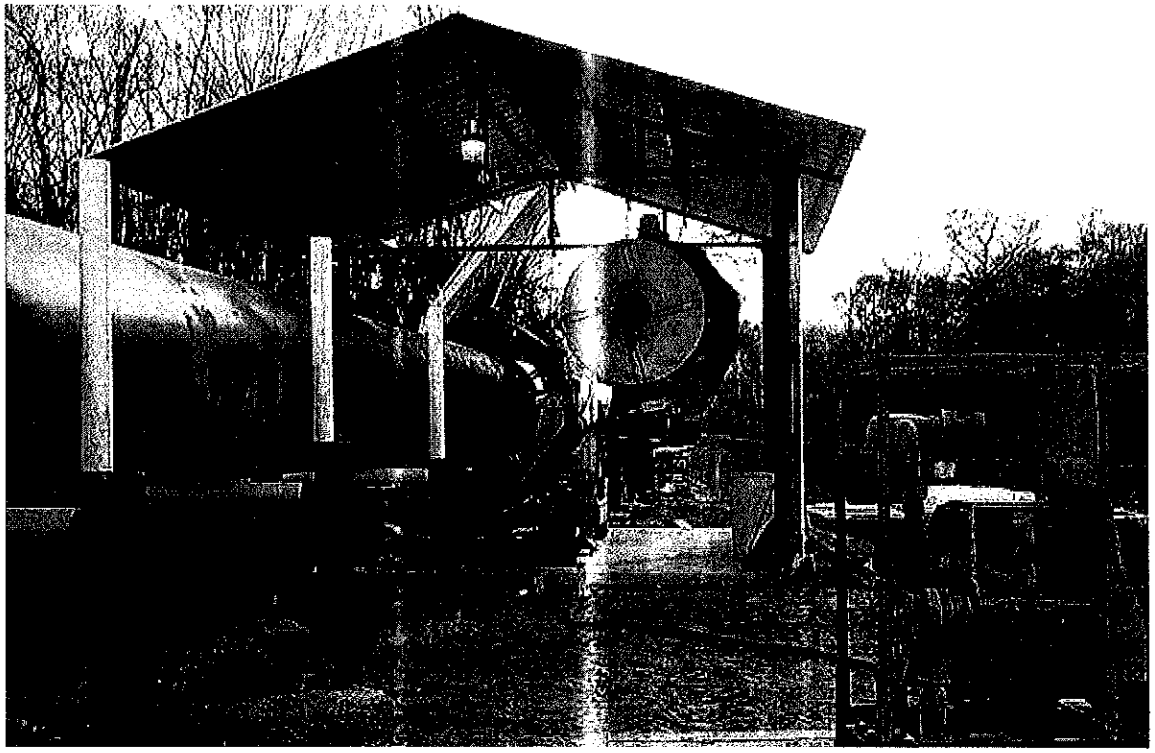
Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

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.

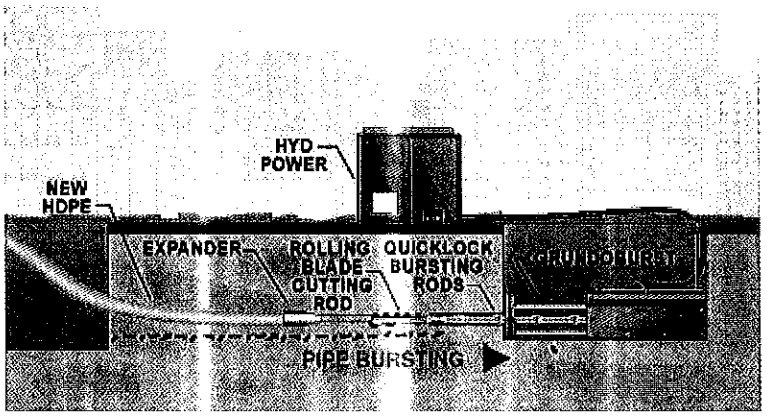
In addition to providing services related to our contractual work we are able to provide the following services for our customers:

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

BRYSTAR
CONTRACTING, INC.
8385 Chemical Road
Beaumont, Texas 77705

Bid Enclosed

BID FOR: ROAD IMPROVEMENTS FOR JEFFERSON
COUNTY PHASE II BID NO. IFB16027JW

BIDDING: 11:00AM CDT OCTOBER 04, 2016
BID TO: JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARL ST. 1ST FLOOR
BEAUMONT, TEXAS 77701

RECEIVED 10:58 AM OCT 04 2016

JEFFERSON COUNTY
Engineering Department

RECEIPT

DATE:	September 27, 2016
PROJECT:	Road Improvement for Jeff Co. Phase II
FROM:	Eric Gilchriest
CHECK NO.:	CASH
AMOUNT:	$25.00
RECEIVED BY:	Lateal Pierre

m/G:\rn-Receipt

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

September 12, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund). **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 Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)**
BID NO:	**IFB 16-027/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, October 4, 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 Tuesday, September 27, 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 – September 14th and 21st, 2016

IFB 16-027/JW
Road Improvements for Jefferson County Phase II
(County Transportation Infrastructure Fund)
Bids due: 11:00 AM CDT, Tuesday, October 4, 2016

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BID SUBMISSIONS: Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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. 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 judgment 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 23 & 26	Friday & Monday	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 ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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.

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 Delbert Mires (name), who

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

"I, Delbert Mires (name) am a duly authorized officer of/agent

for Excavation & Construction, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Excavation & Construction, LLC (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Excavation & Construction, LLC

2300 Hwy 365, Ste 400 Nederland Tx 77627

Fax: 409 722 5480 Telephone# 409 722 6880

by: Delbert Mires (print name) Title: Manager

Signature: Delbert Mires

SUBSCRIBED AND SWORN to before me by the above-named Delbert Mires on

this the 4 day of October, 2016.

Elizabeth LeMoine
Notary Public in and for
the State of Texas

ELIZABETH LEMOINE
Notary Public, State of Texas
My Commission Expires
September 24, 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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

Bidder's Company/Business Name: Excavation & Construction LLC

Bidder's TAX ID Number: 47-3150563

Contact Person: Delbert Mires **Title:** Manager

Phone Number (with area code): 409 722 6880

Alternate Phone Number if available (with area code): 409 284 4424

Fax Number (with area code): 409 722 5480

Email Address: del.mires@industriallogistics.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

2300 Hwy 365 Ste 400
Address

Nederland Tx 77627
City, State, Zip Code

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:

Excavation & Construction, LLC
Company Name

2300 Hwy 365, Ste 400
Address

Nederland Tx 77627
City State Zip

Delbert Mires
Signature of Person Authorized to Sign

Delbert Mires
Printed Name

Manager
Title

For clarification of this offer, contact:

Delbert Mires
Name

409 722 6880 409 722 5480
Phone Fax

del.mires@industriallogistics.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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund) 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:

Liquidated damages will not be paid as part of this Contract.

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund).

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 30 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.

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

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

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: Excavation & Construction LLC

By: Delbert Mires

$ 104,244.60
Total Base Bid Amount

$ 30,029.00
Total Additive Alternate 1 Bid Amount

$ 23,573.40
Total Additive Alternate 2 Bid Amount

$ 34,396.10
Total Additive Alternate 3 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			$6,990.00
				AND No CENTS			

Unit price for each linear foot of Concrete Curb Removed

Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
				BASE BID			
	0110	2001		EXCAVATION (ROADWAY) One DLRS AND none CENTS	CY	38.80	38.80
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Thirty Eight DLRS AND Seventy CENTS	SY	697.30	96,715.51
	0500	2001		MOBILIZATION Five Thousand Ninety DLRS AND Twenty Nine CENTS	LS	1.00	5,090.29
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING One Thousand Two Hundred DLRS AND none CENTS	MO	2.00	2,400.00
				Note - This total should match the "Total Base Bid Amount" shown on the Notice to the Bidder sheet		TOTAL BASE BID =	104,244.60
				ADDITIVE ALTERNATE 1			
	0110	2001		EXCAVATION (ROADWAY) One DLRS AND none CENTS	CY	11.40	11.40
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Forty Six DLRS AND none CENTS	SY	205.60	30,017.60
				Note - This total should match the "Total Additive Alternate 1 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 1 =	30,029.00

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

				ADDITIVE ALTERNATE 2			
	0110	2001		EXCAVATION (ROADWAY) One DLRS AND none CENTS	CY	9.00	9.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Forty Six DLRS AND none CENTS	SY	161.40	23,564.40
				Note - This total should match the "Total Additive Alternate 2 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 2 =	23,573.40
				ADDITIVE ALTERNATE 3			
	0110	2001		EXCAVATION (ROADWAY) One DLRS AND none CENTS	CY	13.10	13.10
	0361	2017		FULL-DEPTH REPAIR CPJR (6") One Hundred Forty Six DLRS AND none CENTS	SY	235.50	34,383.00
				Note - This total should match the "Total Additive Alternate 3 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 3 =	34,396.10

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Vidor

Address: 1395 N. Main St., Vidor, TX 77662

Contact Person and Title: Don Norman, Inspector

Phone: 409 5710853 Fax: _____

Contract Period: 180 days Scope of Work: replace culvert; pavement

REFERENCE TWO

Government/Company Name: City of Orange

Address: 501 7th Street, Orange Tx 77630

Contact Person and Title: Don King Engineer

Phone: 409 832 7238 Fax: _____

Contract Period: 90 days Scope of Work: water line extension

REFERENCE THREE

Government/Company Name: City of Port Arthur

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

Contact Person and Title: Yolanda Goudeaux

Phone: 409 983 8160 Fax: _____

Contract Period: 90 days Scope of Work: waterline install

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.

Excavation & Construction, LLC
Bidder (Entity Name)

Delbert Mires
Signature

2300 Hwy 365, Ste 400
Street & Mailing Address

Delbert Mires
Print Name

Nederland Tx 77627
City, State & Zip

10-4-2016
Date Signed

409 722 6880
Telephone Number

409 722 5480
Fax Number

del.mires@industriallogistics.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.**

_____
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 Dellet Mims — Signature of vendor doing business with the governmental entity

10-4-16 — 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.

Delbert Mires
Printed Name of Authorized Representative

Delbert Mires
Signature

Manager
Title

10-4-2016
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: _____

Delbert Mires	Delbert Mires	10-4-2016
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: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Delbert Mires

Title: Manager

Signature: Delbert Mires

Date: 10.4.2016

E-mail address: del.mires@industriallogistics.com

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

Name (print or type): Delbert Mires

Title: Manager

Date: 10.4.2016

E-mail address: del.mires@industriallogistics.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 Excavation & Construction LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	47-3374895
Company Name submitting bid/proposal:	Excavation & Construction, LLC
Mailing address:	2300 Hwy 365, Ste 400 Nederland Tx 77627
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
386262	6601 Proctor St. Ext., Port Arthur Tx 77642

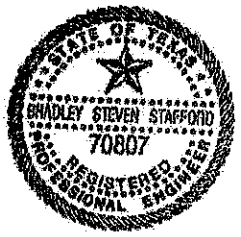
* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** 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. September 6, 2016

GENERAL NOTES:

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.

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.

Place no construction signs in conflict with existing signs. If placement of construction signs for contract blocks existing signs, make adjustments with confirmation from the Engineer.

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Verify material quantities and dimensions prior to ordering materials.

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.

Item 6: Control of Materials

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

Item 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 361: Full-Depth Repair of Concrete Pavement

Base material and curbing will not be paid for directly, but will be considered subsidiary to this Item.

The base material will be a 2" sand cushion in accordance with the standard for Embankment (Ord Comp) (Ty A).

Match existing curbing whenever present.

Item 502: Barricades, Signs, and Traffic Handling

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, shall 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.

A traffic control plan for one-lane two-way traffic is shown in the plans for reference. The contractor shall submit a proposed traffic control plan for approval by the Engineer prior to starting construction.

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 110 EXCAVATION (132)
ITEM 361 FULL-DEPTH REPAIR OF CONCRETE PAVEMENT (360),(421),(440)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING

SPECIAL PROVISIONS:

WAGE RATES

SPECIAL SPECIFICATIONS:

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.

WAGE RATES

Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor **(a copy of which follows and is herein incorporated by reference)**, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City/County must report all suspected or reported violations to the Texas Department of Transportation.

General Decision Number: TX160056 01/08/2016 TX56

Superseded General Decision Number: TX20150056

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	

Work Zone Barricade
Servicer.....$ 11.67

PAINTER (Structures).....$ 18.62

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 14.06
Asphalt Paving Machine.....$ 14.32
Broom or Sweeper.....$ 12.68
Concrete Pavement
Finishing Machine.....$ 13.07
Concrete Paving, Curing,
Float, Texturing Machine....$ 11.71
Concrete Saw.....$ 13.99
Crane, Hydraulic 80 Tons
or less.....$ 13.86
Crane, Lattice boom 80
tons or less.....$ 14.97
Crane, Lattice boom over
80 Tons.....$ 15.80
Crawler Tractor.....$ 13.68
Excavator, 50,000 pounds
or less.....$ 12.71
Excavator, Over 50,000
pounds.....$ 14.53
Foundation Drill, Crawler
Mounted.....$ 17.43
Foundation Drill, Truck
Mounted.....$ 15.89
Front End Loader 3 CY or
Less.....$ 13.32
Front End Loader, Over 3 CY.$ 13.17
Loader/Backhoe.....$ 14.29
Mechanic.....$ 16.96
Milling Machine.....$ 13.53
Motor Grader, Fine Grade....$ 15.69
Motor Grader, Rough.....$ 14.23
Off Road Hauler.....$ 14.60
Pavement Marking Machine....$ 11.18
Piledriver.....$ 14.95
Roller, Asphalt.....$ 11.95
Roller, Other.....$ 11.57
Scraper.....$ 13.47
Spreader Box.....$ 13.58

Servicer.....$ 13.97

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

TRUCK DRIVER
Low Boy Float.....$ 16.03
Single Axle.....$ 11.46
Single or Tandem Axle Dump..$ 11.48

Tandem Axle Tractor w/Semi
Trailer.....$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Excavation & Construction, LLC
2300 Highway 365, Suite 400, Nederland, TX 77627

as Principal, hereinafter called the Principal, and American Contractors Indemnity Company DBA Texas Bonding Company
601 S. Figueroa Street, Suite 1600, Los Angeles, CA 90017

a corporation duly organized under the laws of the State of CA

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 IFB 16-027/JW, Road Improvements for Jefferson County Phase II

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 4th day of October , 2016

Richard LeMoine
(Witness)

Excavation & Construction, LLC
(Principal) (Seal)
By: Richard Mire
(Title)

Susan McElveen
(Witness)

American Contractors Indemnity Company DBA Texas Bonding Company
(Surety) (Seal)
By:
Attorney-in-Fact Douglas N. McElveen (Title)

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Douglas McElveen, Christine Baker or Kathy Peters of Lake Charles, Louisiana

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____********************Ten Million********************** **Dollars ($** ____****10,000,000.00****____ **).**

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MARIA G. RODRIGUEZ-WONG
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Michael Chalekson , Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of October, 2016

Corporate Seals

Bond No. _____
Agency No. 18756

Michael Chalekson, Assistant Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2016

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

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

PRODUCER
McElveen Insurance LLC
700 W. Prien Lake Road Ste 200
Lake Charles LA 70601

CONTACT NAME: Monica Clark
PHONE (A/C, No, Ext): 337-475-7441 **FAX (A/C, No):** 337-564-6934
E-MAIL ADDRESS: mclark@mcelveenins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Ins. Companies	16691
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: AGCS Marine Insurance Company	22837
INSURER D: Technology Insurance Company Inc.	25011
INSURER E:	
INSURER F:	

INSURED EXCA&CO-02
Excavation & Construction LLC
Excavators & Constructors, LTD
2300 Hwy 365, Ste 400
Nederland TX 77627

COVERAGES **CERTIFICATE NUMBER:** 2039490687 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	TPP101423705	6/15/2016	6/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	TPP101423705	6/15/2016	6/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	XS3842746	6/15/2016	6/15/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TSF0001213325	6/15/2016	6/15/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Equipment Floater			SML93067591	6/15/2016	6/15/2017	Rented Leased Item Rented Leased Total	350,000 600,000

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

Holder is Additional Insured on General Liability (CG2038 04/13) Additional Insured - Owner, Lessees, or Contractors Completed Operations (CG 2037 04/13) and Auto (CA 2048 02/99) with Waiver of Subrogation on the Auto, Workers Compensation and General Liability as required by written contract. Coverage is primary and noncontributory on the General Liability (CG2001 04/13) and Auto (CA990187 07/15) as required by written contract.
Bid Name: Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)
Bid No: IFB 16-027/JW

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ERIC GILCHRIEST

760 Searcy Road, PO Box 480, Buna, TX 77612
409.289.1053 eric.gilchriest@gmail.com

PROFILE OF QUALIFICATIONS

- More than 15 years of experience in staff leadership, operations management, construction, safety, problem resolution, equipment operation, communication, surveying and project management.
- History of promotion to greater levels of responsibility through superior performance.
- Skillful multitasker with exceptional detail orientation and problem-resolution capacities.
- Effective team builder with strong communication and relationship-building abilities.
- Excellent planning, organization, time management and decision-making skills.
- Strategically collaborate with professionals to maximize performance in facilitating goals and attaining operational excellence.

CAREER TRACK

Excavation & Construction , Port Arthur, TX — 2015 -

General Manger 2015 - Today

Oryx Oil Field Services, Goliad, TX — 2012 - 2015

Spread Boss 2013-2015

- Directed crew rated as both Most Productive and Most Cost-Effective.

Heavy Equipment Operator 2012-2013

- Safely ran track hoe and ensured safety while working around live lines.

Allco, Beaumont, TX — 2000 - 2012

Superintendent 2007-2012

- Tasked with managing numerous projects with TxDot worth more than $10MM and successfully completed all work on time & under budget.
- Effectively supervised over 50 personnel and five subcontractors.

Field Engineer 2004-2007

- Directed surveying operations and collaborated with engineering personnel to update construction plans.
- Ensured completion of all change orders and other construction documentation.

General Laborer 1996-2004

- Recruited to conduct heavy equipment operation, surveying, field engineering, spreading and personnel leadership operations.

Jobs that has been completed include

Goliad TX. For Oryx Oilfield Services

Eagle Ford for Conoco

Contract price: Multi Millions
15-40 People Crew plus subs

Port Arthur TX. for Allco

Port Arthur ISD.

Built Roads, Storm Sewer & Parking Lots
15 People crew

Beaumont TX. For Allco

Beaumont ISD.

6 Schools
Contract price: $350M
Excavation & fill foundations, All layout work for site, Built all roads and parking lots.
15 People crew plus many subs. (Plumbers, Electricians, Brick layers, Structure steel, Roofers, Cement finishers, Ac, Flooring, Sheet rock, ext.)

Orange TX. For Allco

Port of Orange

Contract price: $4M
15 People crew Plus subs.
Control Building, Parking lot & Entrance road

Bryan TX. For Allco

TX Dot West Villa-Maria & Farm rd. 1779.

Contract price: $15M
40 People crew plus subs.
1 railroad bridge, 1 main lane bridge, 2500ft of 5 lane paving, 2000ft Of retaining wall from 5vf to 30vf poured in place with drill shafts. 3000ft of railroad shoe fly, 3000ft of new railroad over new railroad bridge.

Jobs Completed Continued.

Kirbyville TX. For Allco

TX Dot HWY. 96 Kirbyville

Contract price: $25M
35 People crew Plus subs.
6 Miles of 84ft wide 12in thick slip from paving, 2 bridges, 300,000cy of fill material, Milling road way, Asphalt pavement base, Asphalt paving, 6in lime sub grade, large box sewers and headwalls, Bought

and set up concrete plant, trucked in rock and sand, Produced all concrete on site. Drilled 2 6in water wells for concrete plant 500ft deep.

Job received best ride in the state that year.

Orange TX. For Allco

TX Dot HWY. 90 From MLK to HWY. 87

Contract price: $10M
25 People crew plus subs.
4 Miles of 5 lane 10in concrete paving, roadway excavation, lime base, asphalt paving, storm sewer, water Lines, sanitary sewer line, box sewer, and headwalls.

Orange TX. For Allco

TX Dot HWY. 87 Orange TX. From 105 North to traffic circle

Contract price: $15M
30 People crew plus subs.
2 Miles of 6 lane 10in concrete paving plus service roads, lime, base & asphalt paving, Storm Sewer, Box sewer & head walls, Bridge over railroad, 15 spans 100ft each, 5 lanes 1500ft with drill shafts, 2000ft of retaining walls 20vf.

Beaumont TX. For Allco

TX Dot West Port Arthur rd. From Cardinal drive south 5 miles

Contract price: $8M
25 People crew plus subs.
5 Miles of 5 lane 10in concrete paving, 2 each 2 span bridges, Storm sewer and Box sewer, lime, base & Asphalt paving.

Orange TX. For Allco

Waste Water Plant

Contract Price: $8M
20 People crew plus subs.
Mechanical piping for 10 million gallons day plant.

Port Arthur TX. For Allco

Fresh Water Treatment Plant

Contract Price: $25M
20 People crew plus subs.
Mechanical Piping.

LOUIS GILCHRIEST

500 Feldshchu , P.O. Box 1206, Buna, TX 77612
409.289.1053 eric.gilchriest@gmail.com

PROFILE OF QUALIFICATIONS

- More than 50 years of experience in staff leadership, operations management, construction, safety, problem resolution, equipment operation, communication, surveying and project management.
- History of promotion to greater levels of responsibility through superior performance.
- Skillful multitasker with exceptional detail orientation and problem-resolution capacities.
- Effective team builder with strong communication and relationship-building abilities.
- Excellent planning, organization, time management and decision-making skills.
- Strategically collaborate with professionals to maximize performance in facilitating goals and attaining operational excellence.

CAREER TRACK

APAC, Beaumont, TX **Sept.** 2014- **Jul.** 2015
Consultant

Retired 2011-2014

Allco, Beaumont, TX 1996 - 2011
Superintendent & Project Manager

Williams Brothers, Houston, TX 1992 - 1996
Superintendent & Project Manager

OMLL Inc., Buna, TX. 1976-1993
President And Owner

- All types of underground utilities. Water, Sewer, Storm Sewer, Lift stations, Concrete Paving. 20 Employees, Largest job $10 million

Bayshore Construction, Baytown, TX. 1970-1975
Superintendent/ Foreman

- Water, Sewer, Storm Sewer & City Paving in Baytown/Houston area. 30-40 Employees

Excavators and Constructors, Beaumont, TX. 1968-1970

Foreman/Operator

City of Beaumont, Beaumont, TX. 1966-1968

Water and Sewer Department

- Started as Laborer at $1.47 an hour and left at $2.50 an hour as a Foreman/Operator

Army Reserves 1966-1970

Army 1964-1966

High School 1964

Jobs that has been completed include

Port Arthur TX. for Apac Texas

Port of Port Arthur for Apac Texas

New railroad yards for each track lines.
Parking lots and yard.
Contract price: $4.5M
10 People crew plus Railroad sub.
15 month job built in 7 months.

Port Arthur TX. for Apac Texas

HWY. 69 Texaco Bridge and Box Sewer

Contract price: $3M
15 People crew plus subs.
Built in 50 working days
$200K Bonus
TX Dot Job

Port Arthur TX. for Allco

Port Arthur ISD.

Built Roads, Storm Sewer & Parking Lots
15 People crew

Beaumont TX. For Allco

Beaumont ISD.

6 Schools
Contract price: $350M
Excavation & fill foundations, All layout work for site, Built all roads and parking lots.

15 People crew plus many subs. (Plumbers, Electricians, Brick layers, Structure steel, Roofers, Cement finishers, Ac, Flooring, Sheet rock, ext.)

Orange TX. For Allco

Port of Orange

Contract price: $4M
15 People crew Plus subs.
Control Building, Parking lot & Entrance road

Bryan TX. For Allco

TX Dot West Villa-Maria & Farm rd. 1779.

Contract price: $15M
40 People crew plus subs.
1 railroad bridge, 1 main lane bridge, 2500ft of 5 lane paving, 2000ft Of retaining wall from 5vf to 30vf poured in place with drill shafts. 3000ft of railroad shoe fly, 3000ft of new railroad over new railroad bridge.

Jobs Completed Continued.

Kirbyville TX. For Allco

TX Dot HWY. 96 Kirbyville

Contract price: $25M
35 People crew Plus subs.
6 Miles of 84ft wide 12in thick slip from paving, 2 bridges, 300,000cy of fill material, Milling road way, Asphalt pavement base, Asphalt paving, 6in lime sub grade, large box sewers and headwalls, Bought and set up concrete plant, trucked in rock and sand, Produced all concrete on site. Drilled 2 6in water wells for concrete plant 500ft deep.

Job received best ride in the state that year.

Orange TX. For Allco

TX Dot HWY. 90 From MLK to HWY. 87

Contract price: $10M
25 People crew plus subs.
4 Miles of 5 lane 10in concrete paving, roadway excavation, lime base, asphalt paving, storm sewer, water Lines, sanitary sewer line, box sewer, and headwalls.

Orange TX. For Allco

TX Dot HWY. 87 Orange TX. From 105 North to traffic circle

Contract price: $15M
30 People crew plus subs.
2 Miles of 6 lane 10in concrete paving plus service roads, lime, base & asphalt paving, Storm Sewer, Box sewer & head walls, Bridge over railroad, 15 spans 100ft each, 5 lanes 1500ft with drill shafts, 2000ft of retaining walls 20vf.

Beaumont TX. For Allco

TX Dot West Port Arthur rd. From Cardinal drive south 5 miles

Contract price: $8M
25 People crew plus subs.
5 Miles of 5 lane 10in concrete paving, 2 each 2 span bridges, Storm sewer and Box sewer, lime, base & Asphalt paving.

Orange TX. For Allco

Waste Water Plant

Contract Price: $8M
20 People crew plus subs.
Mechanical piping for 10 million gallons day plant.

Port Arthur TX. For Allco

Fresh Water Treatment Plant

Contract Price: $25M
20 People crew plus subs.
Mechanical Piping.

Jobs Completed Continued.

Beaumont TX. For William Brothers

TX Dot MLK Parkway From Washington to Fannin

Contract Price: $44M
7-8 Foreman 60-110 people crew plus subs.
9 Bridges, 2 Large pump stations 50-60vf deep, Large box sewers, 2,000,000cy of dirt removed, 5 Miles of 6 lane 12in paving plus service roads, lime, base and asphalt paving, 5,000lf of retaining walls 5-30vf tall pile supported.

Beaumont TX. For William Brothers

TX Dot MLK Out Fall Boxes

Contract Price: $10M
Sub Contract to OMLL INC.
5000lf 12ftx8ft Box sewer 16-30ft deep, 4000lf 10ftx7ft Box sewer 16-20ft deep

QUALIFICATIONS STATEMENT

Submitted to: – OCWCID NO. 1

Excavation & Construction, LLC.
Excavators & Constructors, Ltd.

Principal Office: 6601 Procter Ext., Port Arthur, TX 77642
Phone: 409-962-2677 Fax: 409-962-2771 (email: eric.gilchriest@exconllc.com)

When organized: April 1, 2015
July 26, 1967

Where incorporated: State of Texas

Operating under Excavators and Constructors. for 47 years
Excavators & Constructors, Ltd 11 + years
Excavators & Constructors, Inc. 36 years

Excavators & Constructors list of completed projects are as follows:

Contract Amount	Class of Work	Date Completed	Name and Address of Owner
$455,500.0	Edison	March 2016	Icon Builders 3800 9th Ave # 165 Port Arthur, Texas 77642
$245,593.50	Box replacement	March 2016	Drainage District No 7 4401 9Th Ave Port Arthur, TX 77642
$3,450,445.00	Street Reconstruction	March 2016	City of Beaumont P.O. Box 3827 Beaumont, TX 77704-3827
$26,962.50	Street/Paving	August 2015	BRYSTAR Contracting 8385 Chemical Rd, Beaumont, TX 77705
$2,836.00	Dirt Work	August 2015	Pro Cure 2300 Hwy 365 suite 400 Nederland, TX 77627
$2,208,974.85	Waterline/Street/Paving	August 2015	City of Port Arthur 5th Street Port Arthur, TX 77640
$2,318,702.50	Waterline	August 2014	City of Port Arthur 444 4th Street Port Arthur, TX 77640

$ 952,241.00	Street/Paving/Water/Sewer	May 2014	Twin Lakes Sub-division Damon R. Vacek 960 N. Main Street Vidor, TX 77662
$ 628,823.81	Street Reconstruction	October 2013	City of Port Arthur 444 4th Street Port Arthur, TX 77640
$ 101,221.15	Sanitary Sewer	June 2013	City of China 717 N. Broadway China, TX 77613
$ 157,173.60	Street/Paving	June 2013	City of Beaumont P.O. Box 3827 Beaumont, TX 77704-3827
$ 130,240.00	Street/Paving	July 2013	City of Beaumont P.O. Box 3827 Beaumont, TX 77704-3827
$ 523,265.22	Paving/Sewer	July 2013	LSI 10204 Fairbanks N. Houston Road Houston, TX 77640
$ 71,390.745	Street/Road	December 2012	City of Beaumont, Texas P.O. Box 3827 Beaumont, TX 77704-3827 LaBelle Subdivision
$ 84,187.695	Culvert Crossing Improvements	November 2012	Jefferson County Drainage District No. 7 P.O. Box 3244 Port Arthur, TX 77642-1862
$1,433,936.34	Sanitary Sewer/Paving/Drainage	November 2012	City of Port Arthur, Port Arthur EDC 4173 39th Street Port Arthur, TX 77642
$1,852,127.95	Street/Drainage Improvements	March 2012	City of Lumberton, Hardin County, Texas 836 N. Main Street Lumberton, TX 77657
$ 775,878.00	Storm Sewer Improvements	October 2011	City of Port Arthur, TX
$ 604,860.04	Drainage & Pavement Impr.	March 2011	City of Bridge City, Texas P.O. Box 846 Bridge City, Texas 77611
$ 903,364.95	Pavement/Drain/San. Sewer	January 2011	Port Arthur EDC, Port Arthur, TX
$ 711,456.75	Flex Base Street Repairs	November 2010	City of Port Arthur, TX
$1,803,062.60	Pavement/Sanitary Sewer	June 2010	City of Beaumont, Beaumont, TX 409-785-3002
$ 782,590.72	Concrete/San. & Storm Sewer	June 2009	City of Port Arthur, Port Arthur EDC 409-963-0579
$ 987,813.04	Paving/Water/Sewer/Drainage	August 2009	Sterling Ridge, City of Nederland 409-723-1503

$2,509,381.78	Concrete/Utilities/Storm Sewer	Feb. 2009	Port Arthur EDC 409-963-0579
$ 697,178.15	Concrete/Utilities/Storm Sewer	January 2009	Stone Creek Apartments, City of Port Arthur 409-963-0579
$429,509.35	Roadway Extension	June 2008	Greene/Hill, City of Nederland, TX
$318,449.90	Water, Sewer	May 2008	McClain Estates, City of Port Arthur, TX
$2,555,702.65	Paving	June 2008	City of Beaumont, Beaumont, TX
$353,571.89	Paving, Drain, Water, Sewer	October 2007	City of Nederland , for David Redwine Nederland, TX
$816,191.93	Drain, Sewer, Water	September 2007	LaGrone Services, Houston, TX
$245,459.85	Roadway Extension	July 2007	Port Arthur EDC, 4173 39th Street Port Arthur, TX 7741
$$565,766.73	Orange County Sheriff's Dept	March 2007	Orange County Sheriff's Department
$234,928.68	Drainage/Paving	February 2007	Lubys, Inc. Houston, TX (713)329-6880
$198,564.65	Sewer Line Replacement	April 2006	Jefferson County WCID NO. 10 (409) 722-4437
$832,908.88	Water Main Loop/Paving	June 2006	GreeneHill, Nederland, TX (409) 718-5881
$1,866,65.30	Sanitary,Storm Sewer,Paving	June 2006	P.A. Royal Homes, Inc., Nederland, TX
$ 130.031.00	Water & Wastewater Impr.	November 2005	Nederland EDC, Jefferson County, TX
$840,000.00	RV Park / Gas Station	May 2005	John Smith, Nederland, TX
$ 935,082.25	Storm Sewer	February 2005	City of Nederland
$ 174,582.80	Sanitary Sewer	March 2005	City of Bridge City
$1,137,349.31	Road Improvements	January 2005	Jefferson County Precint 2
$2,342,384.00	Water Transmission Main	September 2004	City of Port Arthur
$ 818,144.00	Paving	April 2004	LaGrone Services, Inc. Southeast Texas Medical Center
$ 597,672.00	Landscaping	March 2004	City of Port Arthur Economic Development Corporation
$ 980,000.00	Road Improvements	December 2003	City of Port Arthur Economic Development Corporation
$257,680.00	Rough Grading/Site Development	June 2003	City of Port Arthur Economic Development Corporation
$1,135788.50	Underground Utilities	June 2003	City of Port Arthur Economic Development Corporation
$ 884,716.00	Drainage System Improvements	June 2003	City of Port Arthur Economic Development Corporation
$4,591,731.17	General Construction	2001	City of Beaumont, Box 3827 Beaumont, TX 77704

$428,129.19	General Construction	2001	W.T. Byler Co., Inc. 15203 Lilia Road Houston, TX 77060-5299
$4,888,911.06	General Construction	9-14-00	TXDOT, Eldon Chalker Rt. 7, Box 138, Jasper, TX 77651
$347,100.72	General Construction	12-99	City of Nederland, Box 967 Nederland, TX 77627
$1,751,478.49	General Construction	6-98	City of Beaumont, Box 3827 Beaumont, TX 77706
$807,824.33	General Construction	12-97	Jefferson County Precinct #2 2748 Viterbo Rd., Beaumont, TX 77705
$2,180,052.17	General Construction	11-97	TXDOT, 6101 Twin City Hwy Port Arthur, TX 77642
$5,541,628.82	General Construction	8-96	City of Beaumont

Personal supervision of this project will be as follows:

Administrative Management: Eric Gilchriest
Construction Superintendent: Louis Gilchriest

Owned Equipment available for this project:

Quan.	Item	Condition	Yrs Service	Location
1	Hydraulic Riding Paver	Good	17	Port Arthur, TX
1	TD 12 Dozer	Good	22	Port Arthur, TX
1	Komatsu PC 300 HD	Good	19	Port Arthur, TX
1	Ford Backhoe 555 C	Good	24	Port Arthur, TX
1	Komatsu D65 PX	Good	15	Port Arthur, TX
1	John Deere 544G Ft End Loader	Good	12	Port Arthur, TX
1	Linkbelt 210	Excellent	8	Port Arthur, TX
1	Cat 5 Dozer	Good	5	Port Arthur, TX
1	Cat 312	Excellent	7	Port Arthur, TX
1	Linkbelt 330X	Excellent	7	Port Arthur, TX
1	International Harvestor TD8	Good	11	Port Arthur, TX
1	New Holland Backhoe	Good	14	Port Arthur, TX
1	Kobelco Excavator	Good	14	Port Arthur, TX
1	Bomag Mixer	Fair	40	Port Arthur, TX
1	Morooka MST Terrain	Good	23	Port Arthur, TX
1	Morooka MST 2000 Crawler	Good	23	Port Arthur, TX
1	Cat D6 Dozer	Good	11	Port Arthur, TX
1	Komatsu Motor Grader GD530	Good	17	Port Arthur, TX
1	Komatsu Excavator PC 200	Good	18	Port Arthur, TX
1	Kubota Mini Excavator KX80	NEW	.5	Port Arthur, TX
1	Kubota Skid Steer SV90	NEW	.5	Port Arthur, TX

Following is a list of projects presently under construction:

Contract Amount	Class of Work	Percentage Complete	Name and Address of Owner
$1,045,857.87	Road Repair	35%	Brystar Contacting
$839,881.36	Box Replacement	15%	City of Vidor 1395 North Main Street Vidor, TX 77662
$296,103.26	Hwy 87 Waterline	80%	City of Port Arthur 444 4th Street Port Arthur, TX 77640
$1,014,486.93	Airport Improvements Beaumont Municipal Airport	0%	L&L General Contractors 11988 FM 365 Beaumont, Texas 77705
$167,107.66	SH 62 Waterline Ext.	0%	City of Orange 501 7th Street Orange, Texas 77630
$ 472,065.04	Allie Payne Water & Sewer Improvements	0%	City of Orange 501 7th Street Orange Texas 77630

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2016

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

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

PRODUCER	CONTACT NAME: Monica Clark
McElveen Insurance LLC 700 W. Prien Lake Road Ste 200 Lake Charles LA 70601	PHONE (A/C, No, Ext): 337-475-7441 FAX (A/C, No): 337-564-6934 E-MAIL ADDRESS: mclark@mcelveenins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Ins. Companies	16691
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : AGCS Marine Insurance Company	22837
INSURER D : Technology Insurance Company Inc.	25011
INSURER E :	
INSURER F :	

INSURED: EXCA&CO-02

Excavation & Construction LLC
Excavators & Constructors, LTD
2300 Hwy 365, Ste 400
Nederland TX 77627

COVERAGES **CERTIFICATE NUMBER:** 2039490687 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT / LOC OTHER:	Y	Y	TPP101423705	6/15/2016	6/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS	Y	Y	TPP101423705	6/15/2016	6/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	XS3842746	6/15/2016	6/15/2017	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TSF0001213325	6/15/2016	6/15/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Equipment Floater			SML93067591	6/15/2016	6/15/2017	Rented Leased Item Rented Leased Total	350,000 600,000

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

Holder is Additional Insured on General Liability (CG2038 04/13) Additional Insured - Owner, Lessees, or Contractors Completed Operations (CG 2037 04/13) and Auto (CA 2048 02/99) with Waiver of Subrogation on the Auto, Workers Compensation and General Liability as required by written contract. Coverage is primary and noncontributory on the General Liability (CG2001 04/13) and Auto (CA990187 07/15) as required by written contract.
Bid Name: Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)
Bid No: IFB 16-027/JW

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Excavation & Construction
2300 Hwy 365 Suite 400
Nederland Tx 77627

Bid Name Road Improvement for Jefferson County Phase II
(County Transportation Infrastructure Fund)
Bid No IFB 16-027/JW

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

RECEIVED 10:58 AM OCT 04 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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 12, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund). **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 Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)**
BID NO:	**IFB 16-027/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, October 4, 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 Tuesday, September 27, 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 – September 14th and 21st, 2016

IFB 16-027/JW
Road Improvements for Jefferson County Phase II
(County Transportation Infrastructure Fund)
Bids due: 11:00 AM CDT, Tuesday, October 4, 2016

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BID SUBMISSIONS: Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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. 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 judgment 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 23 & 26	Friday & Monday	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 ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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.

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 Clint Bell (name), who

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

"I, Clint Bell (name) am a duly authorized officer of/agent

for Norman Highway Constructors, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Norman Highway Constructors, 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: Norman Highway Constructors, Inc.
3302 Womack Rd; Orange, TX 77632

Fax: (409) 886-2009 Telephone# (409) 988-0326

by: Clint Bell (print name) Title: Vice President

Signature: Clint Bell

SUBSCRIBED AND SWORN to before me by the above-named Clint Bell on

this the 3 day of October, 2016.

Allison Mitcham
Notary Public in and for
the State of Texas

ALLISON MITCHAM
Notary Public, State of Texas
Comm. Expires 01-19-2020
Notary ID 130501429

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund)

Bidder's Company/Business Name: Norman Highway Constructors, Inc.

Bidder's TAX ID Number: 74-2087404

Contact Person: Clint Bell **Title:** Vice President

Phone Number (with area code): (409) 9880326 ext 106

Alternate Phone Number if available (with area code):

Fax Number (with area code): (409) 886-2009

Email Address: cbell.nhc@gmail.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

3302 Womack Road
Address

Orange, TX 77632
City, State, Zip Code

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:

Norman Highway Constructors, Inc
Company Name

For clarification of this offer, contact:

3302 Womack Road
Address

Clint Bell
Name

Orange TX 77632
City State Zip

(409) 988-0326 (409) 886-2009
Phone Fax

Clint Bell
Signature of Person Authorized to Sign

cbell.nhc@gmail.com
E-mail

Clint Bell
Printed Name

Vice 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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund) 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:

Liquidated damages will not be paid as part of this Contract.

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 16-027/JW, Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund).

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 30 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

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: Norman Highway Constructors, Inc

By: Clint Bell

$ 191,265.00
Total Base Bid Amount

$ 48,886.00
Total Additive Alternate 1 Bid Amount

$ 38,379.00
Total Additive Alternate 2 Bid Amount

$ 55,997.50
Total Additive Alternate 3 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

Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX.	ITEM
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		QUANTITIES	TOTAL
				BASE BID			
	0110	2001		EXCAVATION (ROADWAY) Fifty DLRS AND No CENTS	CY	38.80	1940.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") Two Hundred Fifty DLRS AND No CENTS	SY	697.30	174,325.00
	0500	2001		MOBILIZATION Ten Thousand DLRS AND No CENTS	LS	1.00	10,000.00
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING Twenty Five Hundred DLRS AND No CENTS	MO	2.00	5,000.00
				Note - This total should match the "Total Base Bid Amount" shown on the Notice to the Bidder sheet		TOTAL BASE BID =	$191,265.00
				ADDITIVE ALTERNATE 1			
	0110	2001		EXCAVATION (ROADWAY) Fifty DLRS AND No CENTS	CY	11.40	$570.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") Two Hundred Thirty Five DLRS AND No CENTS	SY	205.60	$48,316.00
				Note - This total should match the "Total Additive Alternate 1 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 1 =	48,886.00

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

				ADDITIVE ALTERNATE 2			
	0110	2001		EXCAVATION (ROADWAY) Fifty DLRS AND No CENTS	CY	9.00	$450.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") Two Hundred Thirty Five DLRS AND No CENTS	SY	161.40	$37,929
				Note - This total should match the "Total Additive Alternate 2 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 2 =	$38,379.00
				ADDITIVE ALTERNATE 3			
	0110	2001		EXCAVATION (ROADWAY) Fifty DLRS AND No CENTS	CY	13.10	$655.00
	0361	2017		FULL-DEPTH REPAIR CPJR (6") Two Hundred Thirty Five DLRS AND No CENTS	SY	235.50	55,342.50 ~~$27,612.50~~ CB
				Note - This total should match the "Total Additive Alternate 3 Bid Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 3 =	~~$28267.50~~ CB

$55,997.50

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Orange County Road & Bridge

Address: 106 Border Street, Orange, TX 77630

Contact Person and Title: Clark Slacum

Phone: (409) 882 7905 Fax: _____

Contract Period: 6/15 - 12/15 Scope of Work: Extend Conc Box Structure

REFERENCE TWO

Government/Company Name: TXDOT Beaumont

Address: 8450 Eastex Freeway

Contact Person and Title: Kenneth Wiemers

Phone: 409 924 6521 Fax: _____

Contract Period: 6/15 - 8/16 Scope of Work: remove and replace driveways widen conc structure

REFERENCE THREE

Government/Company Name: TXDOT Beaumont

Address: 8450 Eastex Freeway

Contact Person and Title: Kenneth Wiemers

Phone: 409 924 6521 Fax: _____

Contract Period: 3/13 - 12/15 Scope of Work: remove and replace conc lined ditch

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.

Norman Highway Constructors, Inc Bidder (Entity Name)	Clint Bell Signature
3302 Womack Road Street & Mailing Address	Clint Bell Print Name
Orange, TX 77632 City, State & Zip	10/3/2016 Date Signed
(409) 284 2421 Telephone Number	(409) 886-2009 Fax Number
cbell.nhc@gmail.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.**

Norman Highway Constructors, Inc

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

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

Clint Bell

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

Clint Bell

Signature of vendor doing business with the governmental entity

10/3/2016

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**

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.

Clint Bell
Printed Name of Authorized Representative

Clint Bell
Signature

VP
Title

10/3/2016
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: Norman Highway Constructors, Inc. HUB: p Yes p No

Address: P.O. Box 2440 (Street) Orange (City) TX (State) 77631 (Zip)

Phone (with area code): 409 988 0326 Fax (with area code): 409 886 2209

Project Title & No.: Road Improvements for Jefferson County Phase II (County Transportation Fund)

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
CB Clint Bell Clint Bell	Clint Bell	10/3/2016
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: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☑ I certify that Norman Highway Constructors [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.):	74-2387404
Company Name submitting bid/proposal:	Norman Highway Constructors
Mailing address:	P.O. Box 2440 Orange TX 77631
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**
75339	604 Nederland Ave; Nederland TX
75331	608 Nederland Ave; Nederland TX
98829	2015 Dylan Drive; Nederland, TX

* 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. September 6, 2016

GENERAL NOTES:

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.

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.

Place no construction signs in conflict with existing signs. If placement of construction signs for contract blocks existing signs, make adjustments with confirmation from the Engineer.

The contractor shall notify and coordinate with each utility company when work is being done in the vicinity of any utility lines.

Verify material quantities and dimensions prior to ordering materials.

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.

Item 6: Control of Materials

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

Item 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 361: Full-Depth Repair of Concrete Pavement

Base material and curbing will not be paid for directly, but will be considered subsidiary to this Item.

The base material will be a 2" sand cushion in accordance with the standard for Embankment (Ord Comp) (Ty A).

Match existing curbing whenever present.

Item 502: Barricades, Signs, and Traffic Handling

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, shall 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.

A traffic control plan for one-lane two-way traffic is shown in the plans for reference. The contractor shall submit a proposed traffic control plan for approval by the Engineer prior to starting construction.

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 110 EXCAVATION (132)
ITEM 361 FULL-DEPTH REPAIR OF CONCRETE PAVEMENT (360),(421),(440)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING

SPECIAL PROVISIONS:

WAGE RATES

SPECIAL SPECIFICATIONS:

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.

WAGE RATES

Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor **(a copy of which follows and is herein incorporated by reference)**, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City/County must report all suspected or reported violations to the Texas Department of Transportation.

General Decision Number: TX160056 01/08/2016 TX56

Superseded General Decision Number: TX20150056

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	

Work Zone Barricade
Servicer.....$ 11.67

PAINTER (Structures).....$ 18.62

POWER EQUIPMENT OPERATOR:
Asphalt Distributor.....$ 14.06
Asphalt Paving Machine.....$ 14.32
Broom or Sweeper.....$ 12.68
Concrete Pavement
Finishing Machine.....$ 13.07
Concrete Paving, Curing,
Float, Texturing Machine....$ 11.71
Concrete Saw.....$ 13.99
Crane, Hydraulic 80 Tons
or less.....$ 13.86
Crane, Lattice boom 80
tons or less.....$ 14.97
Crane, Lattice boom over
80 Tons.....$ 15.80
Crawler Tractor.....$ 13.68
Excavator, 50,000 pounds
or less.....$ 12.71
Excavator, Over 50,000
pounds.....$ 14.53
Foundation Drill, Crawler
Mounted.....$ 17.43
Foundation Drill, Truck
Mounted.....$ 15.89
Front End Loader 3 CY or
Less.....$ 13.32
Front End Loader, Over 3 CY.$ 13.17
Loader/Backhoe.....$ 14.29
Mechanic.....$ 16.96
Milling Machine.....$ 13.53
Motor Grader, Fine Grade....$ 15.69
Motor Grader, Rough.....$ 14.23
Off Road Hauler.....$ 14.60
Pavement Marking Machine....$ 11.18
Piledriver.....$ 14.95
Roller, Asphalt.....$ 11.95
Roller, Other.....$ 11.57
Scraper.....$ 13.47
Spreader Box.....$ 13.58

Servicer.....$ 13.97

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

TRUCK DRIVER
Low Boy Float.....$ 16.03
Single Axle.....$ 11.46
Single or Tandem Axle Dump..$ 11.48

Tandem Axle Tractor w/Semi
Trailer.....$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Bond No. MB03044

BID BOND

KNOW ALL BY THESE PRESENTS, That we, **Norman Highway Constructors, Inc.**

of **Orange, TX**

(hereinafter called the Principal), as Principal, and

Merchants Bonding Company (Mutual) (hereinafter called the Surety),

as Surety, are held and firmly bound unto **Jefferson County**

(hereinafter called the Obligee) in the penal sum of **Five Percent of the Greatest Amount Bid**

Dollars ($ **5% G.A.B.**)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Road Improvements for Jefferson County Phase II County Transportation Infrastructure Fund

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **October** , **2016** .

Witness

Pres.

Norman Highway Constructors, Inc.

Principal

By: Clint Bell VP

Title

Merchants Bonding Company (Mutual)

By Cheryl R. Colson

Cheryl R. Colson , Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barbara K Sachi; Cheryl R Colson; Cynthia Haslam; Debra L Buckner; Elaine Lewis; Jeanne M Buchan; Justin McQuain; Keith M Illa; Kevin McQuain; Lillian M Pitcher; Malia E Mann; Misty Witt; Nancy J Portugal; Pamela C Martinson; Rosalyn D Hassell; Scott D Chapman; Timothy J Maley

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION ($10,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State ofFlorida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of February , 2016 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 26th day of February , 2016 , before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of October ,2016 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.

Secretary

POA 0014 (6/15)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

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 at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Norman Highway Constructors, Inc.
3302 Wormack Road
Orange, Tx 77632

SEALED BID
ENCLOSED
Road Improvements for Jefferson County
Phase II (County Transportation Infrastructure Fund)
IFB 16-027/JW

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

RECEIVED 09:01 AM OCT 04 2016 qw

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: October 5, 2016

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

August 14, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY CLERK	(2) CHAIRS		
contact person: Jessica Grammer			
DISPUTE RESOLUTION	4-DRAWER FILE CABINET		10890
contact person: Kara Hawthorn			
DRUG IMPACT COURT	JURY BASE CHAIR		15370
DRUG IMPACT COURT	JURY BASE CHAIR		15371
DRUG IMPACT COURT	JURY BASE CHAIR		15372
DRUG IMPACT COURT	JURY BASE CHAIR		15373
DRUG IMPACT COURT	JURY BASE CHAIR		15374
DRUG IMPACT COURT	JURY BASE CHAIR		15375
DRUG IMPACT COURT	JURY BASE CHAIR		15376
DRUG IMPACT COURT	JURY BASE CHAIR		15377
DRUG IMPACT COURT	JURY BASE CHAIR		15378
DRUG IMPACT COURT	JURY BASE CHAIR		15379
DRUG IMPACT COURT	JURY BASE CHAIR		15380
DRUG IMPACT COURT	JURY BASE CHAIR		15381
DRUG IMPACT COURT	JURY BASE CHAIR		15382
contact person: Susan Beck			
MAINTENANCE - BMT.	COUNTER		15509
CORRECTIONAL FACILITY	(10) DELL MONITORS		
CORRECTIONAL FACILITY	DELL COMPUTER		27095
CORRECTIONAL FACILITY	DELL COMPUTER		27099
CORRECTIONAL FACILITY	DELL COMPUTER		27094
CORRECTIONAL FACILITY	DELL COMPUTER		27104
CORRECTIONAL FACILITY	DELL COMPUTER		27096

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

August 14, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	DELL COMPUTER		27097
CORRECTIONAL FACILITY	DELL COMPUTER		27100
CORRECTIONAL FACILITY	DELL COMPUTER		27101
CORRECTIONAL FACILITY	DELL COMPUTER		27111
CORRECTIONAL FACILITY	DELL COMPUTER		27102
CORRECTIONAL FACILITY	DELL COMPUTER		27105
CORRECTIONAL FACILITY	DELL COMPUTER		27098
CORRECTIONAL FACILITY	HP COMPAQ COMPUTER	USW3250FY3	
CORRECTIONAL FACILITY	HP MONITOR	CNC614P3N6	
contact person: Mistey Reeves			
TAX OFFICE - BEAUMONT	CANON CP 1213DII CALCULATOR	20003194	
TAX OFFICE - BEAUMONT	BROTHER INTELLIFAX 2820	U61325L7N285854	
TAX OFFICE - BEAUMONT	CANON CP MP41DH CALCULATOR	A211115	
TAX OFFICE - BEAUMONT	CANON P126-D CALCULATOR	158481	
TAX OFFICE - BEAUMONT	CANON CP1213D	331472	
TAX OFFICE - BEAUMONT	CANON CP1213D	213950	
TAX OFFICE - BEAUMONT	APC SMART-UPS CHARGER	SU420-NET	
TAX OFFICE - BEAUMONT	FELLOWES POWERSHRED C-220 SHREDDER	255123	
contact person: Debbie Bevilacqua			

Approved by Commissioners' Court: _____

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: October 5, 2016

Re: Donation of Salvage Property – Computers & Equipment

Consider and possibly approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County Surplus
to be
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	PERSONAL COMPUTERS			
MIS	GATEWAY E4000	0028315011	SMG	26957
MIS	GATEWAY E-6000	0029832383	25BT	27087
MIS	GATEWAY E-4000	0030124396	31BT	27791
MIS	GATEWAY E-4000 DELUX	0031535459	59BT	29970
MIS	GATEWAY E-4100	0032198245	59BT	29857
MIS	GATEWAY E-4100	0033058965	59BT	32944
MIS	GATEWAY E4100C	0033189468	25BT	28597
MIS	GATEWAY E-4100-C	0033861949	59BT	28607
MIS	DELL OPTIPLEX	4Y2JY41		
MIS	GATEWAY DS 450E	0034294235	25BT	28700
MIS	GATEWAY E6100C	0034381549	25BT	28768
MIS	GATEWAY E6300	0035531872	58BT	29072
MIS	GATEWAY E-6300	0035643281	97VA	29109
MIS	M680	0035685507	NRSO	29195
MIS	GATEWAY E-6500	0036368972	31BT	29792
MIS	GATEWAY E4300	0036034835	96BT	29546
MIS	E6500	0036464449	62BT	29569
MIS	TOSHIBA SAT M45-5165	85039354Q	25BT	29590
MIS	GATEWAY E-6500D	0036553834	510	29654
MIS	GATEWAY E-4300	0036034845	15BT	29719
MIS	GATEWAY E-6500D SB	0036578625	32BT	29939
MIS	GATEWAY E-6500D SB	0036578639	63BT	29934
MIS	GATEWAY E6500	0036726001	62BT	29969
MIS	GATEWAY E-6500 SB	0036920552	30BT	30119
MIS	GATEWAY E-6610D SB	0037234462	13BT	30466
MIS	GATEWAY E6610-D SB	0037234468	65BT	30671
MIS	GATEWAY E-6610D SB	0037225422	62BT	30959
MIS	GATEWAY E-6610D	0040340957	33BT	32291
MIS	GATEWAY E-6610D	0040454253	30BT	32374
contact person: Andrae Thierry				

Approved by Commissioners' Court _____

Jefferson County Surplus
to be
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	PERSONAL COMPUTERS			
MIS	GATEWAY E-6610D	0040454210	30PA	32360
MIS	GATEWAY E-6610D	0040454208	59PA	32371
MIS	GATEWAY E-6610D	0040544028	33BT	32502
MIS	GATEWAY E-6610D	0040525166	15BT	32508
MIS	GATEWAY E-6610D	0040525161	96BT	32639
MIS	GATEWAY E-6610D	0040525138	96BT	32640
MIS	GATEWAY E-6610D	0040525158	96BT	32641
MIS	GATEWAY E-6610D	0040525162	FORDPK	32631
MIS	GATEWAY E-475M	0004499247	39BT	32822
MIS	GATEWAY E-6610D	0004500436	59BT	32858
MIS	DELL DIMENSION 2400	BM25F41	N/A	N/A
MIS	TOSHIBA SAT PRO L300	48309477Q	25BT	33067
MIS	TOSHIBA SAT PRO L300	48309852Q	25BT	33069
MIS	GATEWAY E-9525R	0038891963	25BT	33262
MIS	DELL LATITUDE E5500	4PQKTK1	53BT	33429
MIS	DELL OPTIPLEX 760	FNZPTK1	62BT	33463
MIS	DELL OPTIPLEX 760	9BQR0L1	17BT	33525
MIS	DELL OPTIPLEX 760	1BQR0L1	68HS	33526
MIS	DELL OPTIPLEX 780	7K80PN1	63BT	33809
MIS	PANASONIC TB CF-31AC	0IKYA25670	59BT	33858
MIS	Dell Precision 381	D134581		
MIS	DELL DIMENSION 2400	JN25F41		
MIS	Dell Optiplex GX	F7TJP31		
MIS	Gateway 6610	4500430		
MIS	Gateway E-475M	4499247	39BT	32822
MIS	Dell Latitude E500	4PQTK1	53BT	33429
MIS	General Dynamics XR-1	ZZGEG8036ZZ5092		
MIS				
MIS				
contact person: Andrae Thierry				

Approved by Commissioners' Court _____

Jefferson County Surplus
to be
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	PRINTERS			
MIS	HP Deskjet 5650	MY44T4N194		
MIS	HP Deskjet 5150	MY46R4N2B7	66PA	28919
MIS	HP Deskjet 5650	MY5AR5P587	66PA	30701
MIS	Lexmark 2591	9K-06457	63BT	33044
MIS	HP OJ			29566
MIS	HP OJ Pro 8500	CN07FQ37C		
MIS	HP LJ 1022	VNB3H6309		
MIS	HP LJ 6P	USDH083127		
MIS	Lexmark 2491	LR80523		29122
MIS	HPLJ 2300	CNBGH26696		
MIS	HP DJ 5650	MY6CK040JX	124	30980
MIS	HP DJ 950		96BT	25302
MIS	HP LJ 2200			27013
MIS	HP DJ 960		96BT	26254
MIS	HP LJ 2100		96BT	28753
MIS				
MIS	**SCANNERS**			
MIS	Kodak		14BT	27654
MIS	Kodak		14BT	27653
MIS				
MIS	**CONTROLLER**			
MIS	Twinax			29954
MIS				
MIS				
MIS	A BOX OF MISC CABLES, WIRES, PLUGS SPEAKERS, KEYBOARDS, AND MICE			
MIS				
MIS				
MIS				
MIS				
contact person: Andrae Thierry				

Approved by Commissioners' Court _____

JEFFERSON COUNTY

Memo

To: FRAN LEE

From: JUDGE MARC DEROUEN

Date: OCTOBER 4, 2016

Re: TRANSFER FUNDS

Please transfer $20,000.00 from (120-2043-412.10-02) Assistants/Clerks to Extra Help (120-2043-412 .10-05)

Thank you for your cooperation in this regard.

10-4-16

FY 2017

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 5, 2016

The following budget transfer for the Health & Welfare I is necessary for additional cost for indigent burials.

120-5074-441-5006	Burials	$25,000	
120-5074-441-2003	Employees Insurance		$25,000

FY 2016

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 5, 2016

The following FY 2016 budget transfer for the Elections is necessary for additional cost for postage.

120-1034-414-4052	Postage	$2,800	
120-1034-414-3026	Election Supplies		$2,800

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 5, 2016

The following FY 2016 budget transfer for the District Clerk is necessary for additional cost for postage.

120-2031-414-4052	Postage	$250	
120-2031-414-5051	Duplicating Equip Rent		$250

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 5, 2016

The following FY 2016 budget transfer for the Auditor's Office is necessary for additional cost for postage.

120-1013-415-4052	Postage	$100	
120-1013-415-3084	Minor Equipment		$100

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	848.35	425801	
M&D SUPPLY	539.43	425849	
OIL CITY TRACTORS, INC.	20.79	425860	
STAR GRAPHICS SHARP	19.41	425884	
SOUTHERN TIRE MART, LLC	1,256.00	425907	
TRANTEX, INC.	991.90	425915	
UNITED STATES POSTAL SERVICE	.47	425931	
TEXAS CONFERENCE OF URBAN COUNTIES	410.00	425942	
HERRERA'S EMERGENCY LIGHTING	272.00	425955	
MARTIN PRODUCT SALES LLC	1,206.95	425977	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
REPUBLIC SERVICES	45.00	426077	
			5,680.30**
ROAD & BRIDGE PCT.#2			
HURRICANE FENCE COMPANY	3,348.00	425784	
APAC, INC. - TROTTI & THOMSOM	75.53	425801	
ENTERGY	811.58	425833	
MUNRO'S	52.40	425854	
PHILPOTT MOTORS, INC.	50.64	425862	
RITTER @ HOME	478.35	425867	
SETZER HARDWARE, INC.	528.49	425872	
STAR GRAPHICS SHARP	24.96	425884	
FASTENAL	2,079.08	425914	
BUMPER TO BUMPER	187.23	425964	
MARTIN PRODUCT SALES LLC	4,552.95	425977	
DE LAGE LANDEN PUBLIC FINANCE	90.00	426018	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	426045	
REPUBLIC SERVICES	72.60	426077	
METAL STRUCTURES LLC	6,800.00	426095	
			19,301.31**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,393.16	425795	
JOHNSTONE SUPPLY	411.26	425797	
BEAUMONT TRACTOR COMPANY	597.35	425806	
FARM & HOME SUPPLY	405.19	425824	
GREATER PORT ARTHUR	125.00	425830	
ENTERGY	422.53	425833	
LOUIS' YAZOO SALES & SERVICE, LLC	844.65	425848	
M&D SUPPLY	52.13	425849	
MUNRO'S	29.45	425854	
SEABREEZE CULVERT, INC.	7,265.95	425870	
STAR GRAPHICS SHARP	38.82	425884	
MATHESON TRI-GAS	1,249.66	425892	
VULCAN MATERIALS CO.	12,170.75	425895	
STRATTON INC.	25.07	425898	
SOUTHERN TIRE MART, LLC	2,651.80	425907	
HOWARD'S AUTO SUPPLY	1.95	425913	
TEXAS GAS SERVICE	154.28	425953	
LANSDOWNE-MOODY CO	447.49	425973	
WINDSTREAM	47.84	425974	
WINNIE FARM & RANCH SUPPLY LLC	1,735.65	425987	
C & I OIL COMPANY INC	3,366.04	425994	
DE LAGE LANDEN PUBLIC FINANCE	140.00	426018	
ASCO	468.45	426035	
MARTIN MARIEETA MATERIALS	2,587.20	426068	
TRANSIT & LEVEL CLINIC LLC	1,493.00	426083	
SMITTY'S HAMSHIRE GULF	212.95	426093	
MOHAWK RESOURCES LTD	1,577.45	426096	
			40,915.07**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	275.40	425801	
RB EVERETT & COMPANY, INC.	74.63	425822	
ENTERGY	11.97	425833	
KAY ELECTRONICS, INC.	268.31	425846	
M&D SUPPLY	.61	425849	
MUNRO'S	73.03	425854	
POSTMASTER	141.00	425865	
SEARS COMMERCIAL CREDIT CENTER	497.85	425871	

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	63.73	425884	
WAUKESHA-PEARCE IND., INC.	206.12	425896	
W. JEFFERSON COUNTY M.W.D.	93.86	425897	
UNITED STATES POSTAL SERVICE	87.01	425931	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	562.00	425954	
MARTIN PRODUCT SALES LLC	129.06	425977	
DE LAGE LANDEN PUBLIC FINANCE	229.79	426018	
SUBURBAN PROPANE L.P.	817.19	426042	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	237.83	426049	
MARTIN MARIEETA MATERIALS	271.28	426068	
REPUBLIC SERVICES	72.60	426077	
			4,112.05**
ENGINEERING FUND			
STAR GRAPHICS SHARP	127.84	425884	
DE LAGE LANDEN PUBLIC FINANCE	460.94	426018	
			588.78**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	490.00	425788	
FARM & HOME SUPPLY	185.76	425824	
AT&T	29.10	425880	
W. JEFFERSON COUNTY M.W.D.	52.26	425897	
LOWE'S HOME CENTERS, INC.	273.52	425939	
MARTIN MARIEETA MATERIALS	492.80	426068	
HD SUPPLY CONSTRUCTION & INDUSTRIAL	692.30	426089	
WALLER COUNTY ASPHALT	662.50	426091	
			2,878.24**
GENERAL FUND			
TAX OFFICE			
GUARDIAN FORCE	446.40	425790	
GULF COAST INSURANCE AGENCY	71.00	425832	
OFFICE DEPOT	519.08	425859	
PITNEY BOWES, INC.	2,418.72	425863	
POSTMASTER	30,000.00	425864	
ACE IMAGEWEAR	21.35	425873	
SOUTHEAST TEXAS WATER	276.50	425877	
AT&T	105.63	425880	
STAR GRAPHICS SHARP	102.60	425884	
UNITED STATES POSTAL SERVICE	1,117.73	425931	
TAAO	270.00	425940	
ATTABOY TERMITE & PEST CONTROL	41.22	425998	
DE LAGE LANDEN PUBLIC FINANCE	370.00	426018	
CUMMINS-ALLISON CORP	2,060.00	426031	
DESIGN CHUTE LLC	229.01	426097	
			38,049.24*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	750.00	425853	
OFFICE DEPOT	35.54	425859	
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	8.40	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	50.00	426087	
HILARY ALLEN	11.88	426098	
			945.23*
AUDITOR'S OFFICE			
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	117.73	425931	
HARRY SCHOPPE	12.96	425959	
CANDACE PLESSALA	127.83	425990	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			347.93*
COUNTY CLERK			
OFFICE DEPOT	946.56	425859	
STAR GRAPHICS SHARP	291.99	425884	
UNITED STATES POSTAL SERVICE	240.26	425931	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	426018	
			2,531.63*
COUNTY JUDGE			

NAME	AMOUNT	CHECK NO.	TOTAL
CHEROKEE COUNTY CLERK	597.00	425816	
OFFICE DEPOT	292.45	425859	
STAR GRAPHICS SHARP	19.41	425884	
KERR COUNTY CLERK	1,108.00	425912	
UNITED STATES POSTAL SERVICE	6.29	425931	
ROBIN KRET	500.00	425997	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			2,593.15*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	5.25	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			94.66*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	1,196.40	425844	
STAR GRAPHICS SHARP	92.04	425884	
UNITED STATES POSTAL SERVICE	227.91	425931	
TIM FUNCHESS	1,187.76	426011	
DE LAGE LANDEN PUBLIC FINANCE	331.89	426018	
			3,036.00*
PRINTING DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	101.48	425838	
OFFICE DEPOT	119.94	425859	
STAR GRAPHICS SHARP	333.16	425884	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	426018	
			1,754.58*
PURCHASING DEPARTMENT			
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	105.66	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			195.07*
GENERAL SERVICES			
TIME WARNER COMMUNICATIONS	2,442.76	425886	
INTERFACE EAP	1,714.35	425906	
VERIZON WIRELESS	303.98	425928	
IEA - INSPIRE, ENCOURAGE, ACHIEVE	150,000.00	425929	
ROCHESTER ARMORED CAR CO INC	3,775.42	426012	
DYNAMEX INC	158.16	426047	
SPOK INC	3.00	426055	
COLIN'S KITCHEN LLC	138.31	426071	
			158,535.98*
DATA PROCESSING			
HAWKEYE INFORMATION SYSTEMS, INC.	750.00	425787	
GUARDIAN FORCE	424.08	425790	
HERNANDEZ OFFICE SUPPLY, INC.	345.00	425838	
STAR GRAPHICS SHARP	19.41	425884	
SPS VAR, LLC	1,785.00	425946	
MHC DATACOMM	11,780.00	425995	
ACTIVE INK SOFTWARE INC	4,145.00	426008	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
SPOK INC	12.06	426055	
			19,330.55*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	178.54	425859	
STAR GRAPHICS SHARP	19.41	425884	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			267.95*
ELECTIONS DEPARTMENT			
THE EXAMINER	50.00	425823	
FAST SIGNS, INC.	1,500.00	425825	
HARBOR FREIGHT TOOLS	74.80	425837	
HERNANDEZ OFFICE SUPPLY, INC.	161.73	425838	
OFFICE DEPOT	351.60	425859	
STAR GRAPHICS SHARP	75.34	425884	
UNITED STATES POSTAL SERVICE	4,564.34	425931	

NAME	AMOUNT	CHECK NO.	TOTAL
SIERRA SPRING WATER CO. - BT	51.54	425932	
DE LAGE LANDEN PUBLIC FINANCE	271.65	426018	
SAM'S CLUB DIRECT	15.46	426030	
			7,116.46*
DISTRICT ATTORNEY			
STAR GRAPHICS SHARP	133.11	425884	
UNITED STATES POSTAL SERVICE	168.57	425931	
DE LAGE LANDEN PUBLIC FINANCE	480.00	426018	
			781.68*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	260.00	425847	
OFFICE DEPOT	1,198.51	425859	
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	238.83	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			1,786.75*
CRIMINAL DISTRICT COURT			
DAVID GROVE	394.72	425796	
DAVID W BARLOW	4,375.00	425805	
DONALD W. DUESLER & ASSOC.	1,028.39	425817	
DONALD W. DUESLER & ASSOC.	8,750.00	425818	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	425831	
MARSHA NORMAND	8,750.00	425856	
STAR GRAPHICS SHARP	122.48	425884	
KEVIN S. LAINE	1,500.00	425911	
JOHN D WEST	800.00	425919	
UNITED STATES POSTAL SERVICE	15.35	425931	
DE LAGE LANDEN PUBLIC FINANCE	441.64	426018	
C. HADEN CRIBBS JR., PC	8,750.00	426026	
			36,117.58*
58TH DISTRICT COURT			
OFFICE DEPOT	90.90	425859	
STAR GRAPHICS SHARP	19.41	425884	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			180.31*
60TH DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	2.39	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			91.80*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	.40	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			89.81*
172ND DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	425884	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			89.41*
252ND DISTRICT COURT			
DAVID W BARLOW	4,375.00	425805	
STAR GRAPHICS SHARP	19.41	425884	
MIKE VAN ZANDT	8,750.00	425894	
BRACK JONES JR.	940.50	425908	
KEVIN S. LAINE	900.00	425911	
UNITED STATES POSTAL SERVICE	142.66	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			15,197.57*
279TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	425793	
STAR GRAPHICS SHARP	19.41	425884	
BRACK JONES JR.	325.00	425908	
JOEL WEBB VAZQUEZ	75.00	425962	
TONYA CONNELL TOUPS	225.00	425986	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
DANE DENNISON	337.50	426054	
MELANIE AIREY	75.00	426063	
ANDREW P GERTZ	75.00	426066	
			2,251.91*
317TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	2,474.44	425844	
ANITA F. PROVO	600.00	425866	
STAR GRAPHICS SHARP	19.41	425884	
CHARLES ROJAS	75.00	425918	
JOEL WEBB VAZQUEZ	150.00	425962	
ALLEN PARKER	150.00	426003	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
WILLIAM FORD DISHMAN	150.00	426046	
LAW OFFICE OF J SCOTT FREDERICK	75.00	426064	
GORDON D FRIESZ	75.00	426069	
			3,838.85*
JUSTICE COURT-PCT 1 PL 1			
STAR GRAPHICS SHARP	24.96	425884	
UNITED STATES POSTAL SERVICE	37.23	425931	
DE LAGE LANDEN PUBLIC FINANCE	90.00	426018	
			152.19*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	697.06	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			786.47*
JUSTICE COURT-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	150.00	425879	
STAR GRAPHICS SHARP	24.96	425884	
DE LAGE LANDEN PUBLIC FINANCE	90.00	426018	
			264.96*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	36.37	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			125.78*
JUSTICE OF PEACE PCT. 8			
TEXAS STATE UNIVERSITY SAN MARS	150.00	425878	
STAR GRAPHICS SHARP	19.41	425884	
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	50.00	425971	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			289.41*
COUNTY COURT AT LAW NO.1			
STAR GRAPHICS SHARP	68.20	425884	
UNITED STATES POSTAL SERVICE	1.40	425931	
DE LAGE LANDEN PUBLIC FINANCE	245.92	426018	
			315.52*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK PC	250.00	425810	
STAR GRAPHICS SHARP	19.41	425884	
CHARLES ROJAS	250.00	425918	
UNITED STATES POSTAL SERVICE	7.18	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
SAMUEL & SON LAW FIRM PLLC	500.00	426057	
AMY TOMLINSON	500.00	426075	
JANSON ELLIOTT BAILEY	500.00	426086	
			2,096.59*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	250.00	425810	
BRUCE N. SMITH	250.00	425876	
STAR GRAPHICS SHARP	19.41	425884	
KEVIN S. LAINE	250.00	425911	
UNITED STATES POSTAL SERVICE	30.32	425931	

NAME	AMOUNT	CHECK NO.	TOTAL
LAURIE PEROZZO	250.00	426001	
ANITA U SEPEDA	400.00	426010	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			1,519.73*
COURT MASTER			
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	4.20	425931	
LEXISNEXIS MATTHEW BENDER	68.00	425941	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			161.61*
MEDIATION CENTER			
FAST SIGNS, INC.	215.38	425825	
MARKET BASKET	254.78	425850	
OFFICE DEPOT	374.33	425859	
STAR GRAPHICS SHARP	19.41	425884	
UNITED STATES POSTAL SERVICE	7.93	425931	
4IMPRINT, INC.	2,059.26	425934	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
KARA HAWTHORN	86.40	426022	
THOMSON REUTERS-WEST	326.00	426037	
			3,413.49*
ALTERNATIVE SCHOOL			
HERNANDEZ OFFICE SUPPLY, INC.	18.05	425838	
INDEPENDENT STATIONERS	86.55	426019	
			104.60*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	77.64	425884	
DE LAGE LANDEN PUBLIC FINANCE	280.00	426018	
			357.64*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	45.09	425813	
ENTERGY	1,039.95	425833	
SUNGARD PUBLIC SECTOR	6,975.92	425836	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,401.00	425843	
KAY ELECTRONICS, INC.	486.00	425846	
OFFICE DEPOT	318.06	425859	
AT&T	65.12	425880	
STAR GRAPHICS SHARP	221.84	425884	
UNITED STATES POSTAL SERVICE	1,161.44	425931	
CHILD ABUSE & FORENSIC SERVICES	860.00	425936	
CHRISTUS HOSPITAL	966.00	425938	
TEXAS CODE BLUE LLC	1,580.00	425961	
DE LAGE LANDEN PUBLIC FINANCE	800.00	426018	
SILSBEE FORD INC	1,948.18	426048	
REPUBLIC SERVICES	45.00	426077	
			18,913.60*
CRIME LABORATORY			
FISHER SCIENTIFIC	103.20	425827	
OFFICE DEPOT	279.99	425859	
STAR GRAPHICS SHARP	24.96	425884	
AUTOMATED BUSINESS SYSTEMS	1,295.00	425968	
DE LAGE LANDEN PUBLIC FINANCE	90.00	426018	
JULIE HANNON	30.00	426039	
ATTAINIT	1,775.41	426074	
LABSOURCE	92.64	426079	
			3,691.20*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	283.18	425783	
HILO / O'REILLY AUTO PARTS	14.38	425786	
AVIALL	66.45	425802	
BOB BARKER CO., INC.	27.78	425804	
W.W. GRAINGER, INC.	617.48	425829	
ENTERGY	41,531.00	425833	
HERNANDEZ OFFICE SUPPLY, INC.	555.63	425838	
M&D SUPPLY	265.78	425849	
RALPH'S INDUSTRIAL ELECTRONICS	89.00	425868	

NAME	AMOUNT	CHECK NO.	TOTAL
SANITARY SUPPLY, INC.	256.40	425869	
SHERWIN-WILLIAMS	399.52	425874	
STAR GRAPHICS SHARP	354.97	425884	
SUTHERLAND LUMBER CO.	396.86	425885	
LOWE'S HOME CENTERS, INC.	473.97	425939	
WORLD FUEL SERVICES	490.20	426002	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	426018	
INDEPENDENT STATIONERS	160.87	426019	
TITAN TESTING	913.70	426020	
CONSTELLATION NEWENERGY - GAS DIVIS	2,440.76	426034	
MATERA PAPER COMPANY INC	3,926.54	426036	
LONE STAR UNIFORMS	6,147.90	426072	
REPUBLIC SERVICES	1,690.00	426077	
			62,382.37*
JUVENILE PROBATION DEPT.			
FED EX	30.54	425826	
G. FRAN HUDGINS	1,030.00	425839	
OFFICE DEPOT	592.01	425859	
STAR GRAPHICS SHARP	38.82	425884	
CHERYL TARVER	64.80	425904	
UNITED STATES POSTAL SERVICE	19.21	425931	
LATRICIA COLEMAN	250.56	425943	
SHANNA CITIZEN	91.80	425945	
LATASHA DILL	266.76	425969	
LYNN BIERHALTER	129.60	425970	
SHARON STREETMAN	43.20	425972	
LATONYA DOUCET	36.18	425993	
DE LAGE LANDEN PUBLIC FINANCE	140.00	426018	
DURWARD MINOR	141.48	426043	
VICTOR CANTU	30.24	426044	
JOSH CUYOS	203.58	426050	
SPOK INC	48.24	426055	
TANISHA GRIFFIN	345.87	426061	
ROXANA MITCHELL	259.74	426067	
CLINEECIA TROTTY	188.46	426070	
CHRISTAL CHANNELL	152.28	426073	
KAREN RIGGS	174.42	426076	
TRISHA R GARCIA	93.96	426090	
SUMMER KENNERSON	41.58	426099	
			4,413.33*
JUVENILE DETENTION HOME			
EPS	1,695.26	425819	
ENTERGY	8,660.78	425833	
OFFICE DEPOT	186.88	425859	
AT&T	688.44	425880	
STAR GRAPHICS SHARP	63.73	425884	
OAK FARM DAIRY	198.00	425909	
CHARMTEX INC.	431.40	425957	
FLOWERS FOODS	142.09	425958	
VANSCHECA SANDERS-CHEVIS	900.00	425980	
KAREN ROBERTS	400.00	425996	
DE LAGE LANDEN PUBLIC FINANCE	229.79	426018	
WASTEWATER TRANSPORT SERVICES LLC	918.00	426052	
REPUBLIC SERVICES	455.00	426077	
			14,969.37*
CONSTABLE PCT 1			
OFFICE DEPOT	98.06	425859	
STAR GRAPHICS SHARP	89.62	425884	
UNITED STATES POSTAL SERVICE	38.38	425931	
DE LAGE LANDEN PUBLIC FINANCE	323.13	426018	
			549.19*
CONSTABLE-PCT 2			
OFFICE DEPOT	260.68	425859	
			260.68*
CONSTABLE-PCT 4			
STAR GRAPHICS SHARP	19.41	425884	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			89.41*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
AMSTERDAM PRINTING & LITHO, INC.	1,488.73	425800	
FAST SIGNS, INC.	75.00	425825	
OFFICE DEPOT	24.97	425859	
STAR GRAPHICS SHARP	19.41	425884	
AREA IMPRESSIONS	30.00	425910	
UNITED STATES POSTAL SERVICE	16.12	425931	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
FRESH & CLEAN CARPET CLEANING	135.10	426051	
			1,859.33*
CONSTABLE PCT. 8			
STAR GRAPHICS SHARP	89.56	425884	
DE LAGE LANDEN PUBLIC FINANCE	322.93	426018	
			412.49*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	6,750.00	425803	
FMMS HOLDINGS OF TEXAS LLC	42,650.00	426027	
			49,400.00*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	214.91	425792	
STAR GRAPHICS SHARP	55.47	425884	
UNITED STATES POSTAL SERVICE	13.57	425931	
DE LAGE LANDEN PUBLIC FINANCE	200.00	426018	
ACCO BRANDS DIRECT	16.68	426040	
			500.63*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	425809	
CALVARY MORTUARY	1,500.00	425811	
CLAYBAR FUNERAL HOME, INC.	2,499.00	425814	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	425815	
MERCY FUNERAL HOME	4,750.00	425852	
STAR GRAPHICS SHARP	103.29	425884	
MCKESSON MEDICAL-SURGICAL INC	868.50	425917	
UNITED STATES POSTAL SERVICE	42.92	425931	
CENTERPOINT ENERGY RESOURCES CORP	52.17	425966	
PROCTOR'S MORTUARY INC	1,750.00	426004	
DE LAGE LANDEN PUBLIC FINANCE	372.43	426018	
SPOK INC	22.86	426055	
			14,961.17*
HEALTH AND WELFARE NO. 2			
STAR GRAPHICS SHARP	38.82	425884	
VICKIE MCINTYRE	206.28	425905	
MCKESSON MEDICAL-SURGICAL INC	868.49	425917	
DE LAGE LANDEN PUBLIC FINANCE	140.00	426018	
SPOK INC	7.70	426055	
			1,261.29*
NURSE PRACTITIONER			
STAR GRAPHICS SHARP	19.41	425884	
MCKESSON MEDICAL-SURGICAL INC	4,867.58	425917	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			4,956.99*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,268.50	425935	
J.C. PENNEY'S	4,448.25	425937	
JAYLYNN MCCRAY PAYEE	30.00	426060	
BRYLEE BUSLEY FC	15.00	426080	
ISSAC JERRY	30.00	426088	
RASHAWN COLEMAN	15.00	426100	
CARTER GLENN	15.00	426101	
AIDEN MOLO	15.00	426102	
LARRY ANTWINE	15.00	426103	
			5,851.75*
ENVIRONMENTAL CONTROL			
JACKSON-HIRSH, INC.	68.63	425842	
OFFICE DEPOT	62.88	425859	
STAR GRAPHICS SHARP	89.62	425884	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	323.13	426018	
			544.26*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	35,371.14	426041	
			35,371.14*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	639.50	425782	
BINSWANGER GLASS CO.	34.42	425808	
CITY OF BEAUMONT - WATER DEPT.	219.61	425812	
ECOLAB	209.95	425820	
W.W. GRAINGER, INC.	563.50	425829	
ENTERGY	5,375.27	425833	
M&D SUPPLY	579.13	425849	
MCCOWN PAINT & SUPPLY OF TEXAS	138.36	425851	
RALPH'S INDUSTRIAL ELECTRONICS	522.72	425868	
SANITARY SUPPLY, INC.	3,804.44	425869	
ACE IMAGEWEAR	338.08	425873	
AT&T	1,028.31	425880	
STAR GRAPHICS SHARP	19.41	425884	
WHOLESALE ELECTRIC SUPPLY CO.	374.54	425901	
WORTH HYDROCHEM	250.00	425902	
ACADIAN HARDWOODS, BEAUMONT	2,101.70	425944	
CENTERPOINT ENERGY RESOURCES CORP	292.12	425965	
CUSTOM FLOORING - VIDOR	200.00	425979	
BEAUMONT BLINDS AND SHUTTERS	2,164.59	425991	
NEDERLAND FRAME SHOP	22.76	426006	
ZENO IMAGING	1,389.20	426007	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
INDUSTRIAL & COMMERCIAL MECHANICAL	10,170.21	426029	
SAM'S CLUB DIRECT	79.98	426030	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	426045	
WASTEWATER TRANSPORT SERVICES LLC	248.00	426052	
CAVENDER'S BOOT CITY	139.95	426062	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	169.95	426065	
REPUBLIC SERVICES	1,365.00	426077	
AT&T	4,512.81	426082	
MANNING'S OFFICE SOLUTIONS LLC	936.70	426085	
			60,647.97*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	21.00	425791	
STAR GRAPHICS SHARP	38.82	425884	
LOWE'S HOME CENTERS, INC.	6.15	425939	
DE LAGE LANDEN PUBLIC FINANCE	140.00	426018	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	426045	
SOUTHERN SUPPLY	38.50	426092	
			2,993.75*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	70.65	425813	
ENTERGY	2,430.78	425833	
NOACK LOCKSMITH	120.00	425855	
RITTER @ HOME	3.84	425867	
ACE IMAGEWEAR	60.24	425873	
AT&T	696.42	425880	
STAR GRAPHICS SHARP	19.41	425884	
W. JEFFERSON COUNTY M.W.D.	44.98	425897	
BUBBA'S AIR CONDITIONING	4,995.00	425903	
LOWE'S HOME CENTERS, INC.	130.83	425939	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
MATERA PAPER COMPANY INC	696.00	426036	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	426045	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	47.95	426065	
REPUBLIC SERVICES	109.00	426077	
			11,420.62*
SERVICE CENTER			
SPIDLE & SPIDLE	4,376.25	425795	
J.K. CHEVROLET CO.	569.12	425841	
MUNRO'S	41.70	425854	
STAR GRAPHICS SHARP	19.41	425884	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	425920	
JEFFERSON CTY. TAX OFFICE	7.50	425921	
JEFFERSON CTY. TAX OFFICE	7.50	425922	
JEFFERSON CTY. TAX OFFICE	7.50	425923	
JEFFERSON CTY. TAX OFFICE	16.75	425924	
JEFFERSON CTY. TAX OFFICE	7.50	425925	
JEFFERSON CTY. TAX OFFICE	7.50	425926	
JEFFERSON CTY. TAX OFFICE	7.50	425927	
THE FRONT END SHOP	79.95	425952	
BUMPER TO BUMPER	784.69	425964	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
REPUBLIC SERVICES	72.60	426077	
			6,082.97*
VETERANS SERVICE			
STAR GRAPHICS SHARP	66.56	425884	
UNITED STATES POSTAL SERVICE	5.34	425931	
HILARY GUEST	114.26	425947	
DE LAGE LANDEN PUBLIC FINANCE	240.00	426018	
			426.16*
			606,771.76**
MOSQUITO CONTROL FUND			
ACE GLASS & MIRROR, INC.	1,096.14	425785	
HILO / O'REILLY AUTO PARTS	26.16	425786	
ADAPCO, INC.	119,184.84	425789	
CITY OF NEDERLAND	52.19	425813	
ENTERGY	692.36	425833	
MUNRO'S	82.20	425854	
SANITARY SUPPLY, INC.	235.55	425869	
AT&T	31.24	425880	
STAR GRAPHICS SHARP	19.41	425884	
FASTENAL	947.28	425914	
AIRGAS SOUTHWEST	150.17	425989	
PARKER LUMBER	27.04	426009	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
REPUBLIC SERVICES	72.60	426077	
			122,687.18**
TOBACCO SETTLEMENT FUND			
JULIE ROGERS "GIFT OF LIFE" PROGRAM	100,000.00	425978	
			100,000.00**
LATERAL ROADS- PRECINCT 4			
APAC, INC. - TROTTI & THOMSOM	3,154.52	425801	
MARTIN PRODUCT SALES LLC	972.73	425977	
			4,127.25**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	19.41	425884	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
			89.41**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	425935	
PATRICIA VELASCO	1,365.00	426078	
			1,430.90**
SECURITY FEE FUND			
TEXAS CODE BLUE LLC	132.00	425961	
			132.00**
LAW LIBRARY FUND			
STAR GRAPHICS SHARP	19.41	425884	
DE LAGE LANDEN PUBLIC FINANCE	70.00	426018	
THOMSON REUTERS-WEST	131.00	426037	
			220.41**
EMPG GRANT			
M&D SUPPLY	75.64	425849	
			75.64**
GRANT A STATE AID			

NAME	AMOUNT	CHECK NO.	TOTAL
SPOK INC	19.76	426055	
			19.76**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	1,232.03	425844	
OFFICE DEPOT	575.52	425859	
OLMSTED-KIRK PAPER	800.00	425861	
TIME WARNER COMMUNICATIONS	84.60	425888	
UNITED STATES POSTAL SERVICE	91.05	425931	
JCCSC	162.00	426013	
			2,945.20**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	85.00	425794	
BELL'S LAUNDRY	2,447.53	425807	
CITY OF BEAUMONT - WATER DEPT.	1,278.80	425812	
ISI COMMERCIAL REFRIGERATION	107.50	425840	
STAR GRAPHICS SHARP	38.82	425884	
TIME WARNER COMMUNICATIONS	35.04	425887	
TEXAS ASSN. OF COUNTIES - RISK	1,320.00	425889	
CENTERPOINT ENERGY RESOURCES CORP	280.15	425965	
DE LAGE LANDEN PUBLIC FINANCE	140.00	426018	
MATERA PAPER COMPANY INC	96.24	426036	
SPOK INC	16.41	426055	
REPUBLIC SERVICES	91.00	426077	
SOUTHERN SUPPLY	149.60	426092	
			6,086.09**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	24.96	425884	
DE LAGE LANDEN PUBLIC FINANCE	90.00	426018	
			114.96**
DRUG DIVERSION PROGRAM			
MARKET BASKET	61.34	425850	
STAR GRAPHICS SHARP	22.19	425884	
DE LAGE LANDEN PUBLIC FINANCE	80.00	426018	
			163.53**
COUNTY CLK RECORDS ARCHIV			
MANATRON	840.37	425985	
			840.37**
REGIONAL COMM. SAVNS			
SUNGARD PUBLIC SECTOR	2,711.16	425836	
			2,711.16**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	370.16	425844	
			370.16**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	425798	
CITY OF BEAUMONT - WATER DEPT.	90.10	425812	
ELLIS POTTERY	213.75	425821	
JOHNSEN'S WHOLESALE FLORIST, INC.	177.40	425845	
MUNRO'S	83.80	425854	
OFFICE DEPOT	208.25	425859	
STAR GRAPHICS SHARP	87.36	425884	
TRI-CITY COFFEE SERVICE	101.20	425891	
ULINE SHIPPING SUPPLY SPECIALI	149.97	425893	
WHITE REPROGRAPHICS	69.00	425899	
WHOLESALE ELECTRIC SUPPLY CO.	605.64	425901	
MUSEUM OF THE GULF COAST	3,500.00	425916	
ART MUSEUM OF SOUTHEAST TEXAS	4,794.00	425933	
PORT NECHES CHAMBER OF COMMERCE	10,350.00	425949	
SPORTS SOCIETY FOR AMERICAN HEALTH	5,750.00	425950	
SOUTHEAST TEXAS ARTS COUNCIL	4,500.00	425951	
BEAUMONT CONVENTION & VISITOR BUREA	1,500.00	425956	
LAMAR STATE COLLEGE/PORT ARTHUR	500.00	425960	
KATHI HUGHES	72.37	425976	
STARS OVER TEXAS SOFTBALL	500.00	425981	
STARS OVER TEXAS SOFTBALL	500.00	425982	

NAME	AMOUNT	CHECK NO.	TOTAL
LA RUE ROUGEAU	40.50	425983	
TOP DOG SOFTBALL CLUB	500.00	425992	
NETCJCA	9,065.00	426014	
DE LAGE LANDEN PUBLIC FINANCE	315.00	426018	
LANDSCAPER'S WHOLESALE MARKET	50.15	426021	
PORT ARTHUR CONVENTION & TOURIST	10,000.00	426023	
PORT ARTHUR CONVENTION & TOURIST	7,947.00	426024	
PORT ARTHUR CONVENTION & TOURIST	62,000.00	426025	
JEFFERSON COUNTY BAR ASSOCIATION	1,600.00	426032	
MATERA PAPER COMPANY INC	1,596.48	426036	
CLIFTON STEAMBOAT MUSEUM INC	2,549.00	426059	
REPUBLIC SERVICES	72.60	426077	
BEAUMONT COUNCIL OF GARDEN CLUBS	2,049.35	426081	
			132,012.92**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	38.82	425884	
DE LAGE LANDEN PUBLIC FINANCE	140.00	426018	
WESTERN MICROGRAPHICS & IMAGING	795.00	426028	
			973.82**
AIRPORT FUND			
SPIDLE & SPIDLE	689.40	425795	
SUPERIOR TIRE & SERVICE	1,398.33	425799	
CITY OF NEDERLAND	453.97	425813	
ENTERGY	12,716.84	425835	
SMART'S TRUCK & TRAILER, INC.	106.03	425875	
STAR GRAPHICS SHARP	38.82	425884	
TEXAS DEPT OF AGRICULTURE	1,506.00	425890	
WHITE TIRE	318.00	425900	
TRANTEX, INC.	10,080.00	425915	
CBA LIGHTING & CONTROLS	734.57	425963	
UNIFIRST HOLDINGS INC	126.26	425999	
DE LAGE LANDEN PUBLIC FINANCE	140.00	426018	
CRAWFORD ELECTRIC SUPPLY COMPANY	1,167.00	426033	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	426045	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	42.27	426049	
ITA TRUCK SALES & SERVICE LLC	628.24	426053	
EASTERN AVIATION FUELS INC	13,164.31	426056	
MEGAN LANDRY	33.32	426058	
REPUBLIC SERVICES	582.80	426077	
AIRPORT TECHNICAL SUPPORT	7,591.00	426094	
			55,857.38**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	28,180.00	426005	
			28,180.00**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	63,811.97	426000	
			63,811.97**
SETEC FUND			
REPUBLIC SERVICES	602.80	426077	
			602.80**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,718.56	425967	
			6,718.56**
SHERIFF'S FORFEITURE FUND			
AVIALL	10.08	425802	
AIRSURE LIMITED LLC	22,720.00	425975	
			22,730.08**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,415.00	425754	
CLEAT	324.00	425755	
JEFFERSON CTY. TREASURER	17,229.22	425756	
RON STADTMUELLER - CHAPTER 13	932.50	425757	
INTERNAL REVENUE SERVICE	475.00	425758	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,980.00	425759	
JEFFERSON CTY. COMMUNITY SUP.	10,019.39	425760	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - HEALTH	458,495.36	425761	
JEFFERSON CTY. TREASURER - PAYROLL	1,632,314.05	425762	
JEFFERSON CTY. TREASURER - PAYROLL	645,042.21	425763	
MONY/MLOA	173.63	425764	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,049.31	425765	
TGSLC	371.26	425766	
UNITED WAY OF BEAUMONT& N JEFFERSON	55.31	425767	
JEFFERSON CTY. TREASURER - TCDRS	619,587.68	425768	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,781.65	425769	
JEFFERSON COUNTY TREASURER	2,649.40	425770	
JEFFERSON COUNTY - TREASURER -	6,487.22	425771	
NECHES FEDERAL CREDIT UNION	57,947.35	425772	
JEFFERSON COUNTY - NATIONWIDE	56,697.50	425773	
TENNESSEE CHILD SUPPORT	115.38	425774	
SBA - U S DEPARTMENT OF TREASURY	168.49	425775	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	425776	
WILLIAM E HEITKAMP	755.01	425777	
JOHN TALTON	2,160.77	425778	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	425779	
BELINDA M ZURITA	230.77	425780	
UNITED STATES TREASURY	2,446.30	425781	
			3,539,070.84**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,225.00	425988	
			2,225.00**
DISTRICT CRT RECORDS TECH			
DATA BANK IMX LLC	4,650.00	426084	
			4,650.00**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	1,379.55	425828	
RITTER @ HOME	37.98	425867	
AIRSURE LIMITED LLC	22,720.00	425975	
RUTTY & MORRIS LLC	95.00	425984	
PALMER POWER	22,484.20	426038	
			46,716.73**
ASAP - CONSTABLE PCT 8			
MCGRIFF, SEIBELS & WILLIAMS OF TX	15,436.00	425948	
			15,436.00**
			4,841,247.63***

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
TTY: 7-1-1
(800) 252-VOTE (8683)

Carlos H. Cascos
Secretary of State

September 7, 2016

The Honorable Carolyn Leblanc Guidry
Jefferson County Clerk
P.O. Box 1151
Beaumont, Texas 77704

Dear Ms. Guidry:

We are in receipt of a copy of the proposed contract between Jefferson County and Hart InterCivic ("Hart"), which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract indicates the county plans to acquire Hart's EVS 6.2.1 which includes the Hart eSlate and eSlate DAU, both of which have firmware version 4.2.13, the eScan version 1.3.14, JBC version 4.3.1, BOSS version 4.3.13, Tally version 4.3.10, Ballot Now version 3.3.11., Rally version 2.3.7 and SERVO version 4.2.10. This letter will serve as confirmation from our office that these systems are currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore, officially, approve the submitted contract for the purchase of these systems.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

Keith Ingram
Director of Elections

Enclosures

KI: CA

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Hope Andrade
Secretary of State

REPORT OF REVIEW OF HART INTERCIVIC'S VOTING SYSTEM 6.2.1

PRELIMINARY STATEMENT

On January 17th and 18th, 2008, Hart InterCivic (the "Vendor") presented the Hart Voting System 6.2.1 for examination and certification. The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Stephen Berger, an expert in electronic data communication systems;
2. Mr. Tom Watson, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Mr. Paul Miles, an expert in election law and procedure.

Pursuant to Section 122.035(a) of the Code, the Texas Attorney General appointed Dr. Jim Sneeringer, an expert in electronic data communication systems and Texas Attorney General's employee, Katherine Cary.

On January 17th, 2008, Secretary of State staff and two of the examiners witnessed an install of the Hart Voting System software received directly from the Independent Testing Authority. A test deck of sample ballots was processed on each voting device and the results were verified for accuracy. The findings were presented verbally to all the examiners on January 18th and the test ballots and printed reports were made available for their review.

The Vendor then demonstrated the system; the examiners further examined its accuracy and security features by processing more ballots on each device and questioning the Vendor. Examiner reports on the system are attached hereto and incorporated herein by this reference.

BRIEF DESCRIPTION OF HART INTERCIVIC VOTING SYSTEM 6.2.1

Hart InterCivic's Voting System 6.2.1 supports both paper ballots and electronic voting. The systems' applications execute on a standard PC configured with a Windows 2000 Professional Operating System, Service Pack 4. Below is a list of all certified components of the system:

Component	Version	Description
BOSS	4.3.13	Ballot Origination Software System used to define the election.
Ballot Now	3.3.11	Paper ballot management system.
Rally	2.3.7	Application used to send election results from satellite locations.
Tally	4.3.10	Application used to tabulate election results.
eCM	1.1.7	Electronic Crypto Module Manager.
SERVO	4.2.10	Election-records and recount-management system.
JBC	4.3.1	Judges Booth Controller. The controller unit for up to 12 eSlate/DAU units. The controller unit is used to generate access codes for the voter.
eSlate	4.2.13	Direct recording electronic voting system (DRE).
eScan	1.3.14	Precinct-based scanner used for election day and absentee voting.

NATIONAL ASSOCIATION OF STATE ELECTION DIRECTORS (NASED)
QUALIFICATION NUMBER

Hart InterCivic's Voting System 6.2.1 was qualified by NASED on August 7, 2006, under the designation N-1-04-22-22-006.

FINDINGS

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, Texas voting system examiner reports and comments received at the public hearing held on April 3, 2008.

Hart InterCivic Voting System 6.2.1:

1. Preserves the secrecy of the ballot;
2. Is suitable for the purpose for which it is intended;
3. Operates safely, efficiently, and accurately;
4. Is safe from fraudulent or unauthorized manipulation;
5. Permits voting on all offices and measures to be voted on at the election;
6. Prevents counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevents counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevents counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevents counting a vote on the same office or measure more than once;
9. Permits write-in voting;
10. Is capable of permitting straight-party voting;
11. Is capable of providing records from which the operation of the system may be audited; and
12. Is capable of reporting undervotes.

The Verified Ballot Option ("VBO") was presented and reviewed during the exam. Due to the lack of state and federal legislation that requires the use of a Voter Verified Paper Audit Trail ("VVPAT"), the lack of state standards, and concerns about secrecy of the ballot, the optional VBO is not approved for use in Texas elections at this time.

CONDITIONS

During the examination for this system, examiners identified two potential security concerns that are mitigated and/or eliminated if certain procedural security protocols are followed. First, examiners discovered that if existing security protocols are not followed, then it is theoretically possible to access the operating system and run or delete other programs while Tally is tabulating results. Under Election Advisory 2008-09, Section 5(f)(i-iii), issued by this office, users are required to: (1) restrict usage of the voting system to the sole purpose of election administration, and (2) restrict what software is loaded onto the voting system computer/server. In addition, Section 5(d)(i)(1-3) of the Advisory requires users to limit access to the systems through passwords and encryption keys, certain menus and software modules. Compliance with Election Advisory 2008-09 will ensure that this potential unauthorized access can be prevented and detected

Second, examiners expressed concern that Version 6.2.1 does not have a secure OS configuration. To address this concern, the State of California required the Windows 2000 "Hardened" Operating System Security Setting be used.

Accordingly, based on the generally positive findings of the examiners and examiner suggestions, certification of Hart InterCivic Voting System 6.2.1, is conditioned on a political subdivision employing the following procedures:

1) Two-person access for all Version 6.2.1 computers and servers is required: one person to log on to start the Windows 2000 OS and a second person to log on to start the specific application (e.g., BOSS, Tally, Ballot Now, eCM Manager).
2) A two person control team must be present any time the Tally application is open.
3) Version 6.2.1 Application Logs and Windows 2000 Audit Logs, which track user log-ons and log-on attempts, must be regularly reviewed by the local election officer. The Office of the Secretary of State may inspect these logs or may require the logs to be copied and mailed to this office.
4) Hart Windows 2000 "Hardened" Operating System Security Settings is required. Hart Windows 2000 "Hardened" Operating System Security Settings presents a table of Win2K system settings installed to achieve the "hardened" configuration. The format of the settings closely approximates that used in the applicable NIST checklist.
5) Each political subdivision which adopts Version 6.2.1 must file an initial written confirmation with the Office of the Secretary of State that they are in compliance with Condition Numbers 1 through 4, above, and subsequent to the initial confirmation filing, must file annual, updated confirmations.

CONCLUSION

Accordingly, based upon the foregoing, I hereby certify the Hart InterCivic Voting System 6.2.1 for use in elections in Texas, subject to the above conditions.

Signed under my hand and seal of office, this 30th day of April, 2009.

COBY SHORTER, III
DEPUTY SECRETARY OF STATE

AGENDA ITEM **December 22, 2014**

Consider, possibly approve and authorize the County Judge to execute a Master Agreement and Warranty, Support and License Agreement between Jefferson County and HartCivic,Inc. for purchase of the Hart Voting System.

Fred Jackson

From: Jeff Branick [jbranick@co.jefferson.tx.us]
Sent: Tuesday, December 16, 2014 9:33 AM
To: 'Fred Jackson'; 'Carolyn Guidry'; 'Theresa Goodness'
Subject: FW: Hart voting System
Attachments: Hart Voting System Master Agreement.pdf; Hart Voting System License Agreement.pdf; Jefferson Co Pricing Proposal 120914 December 2014 Purchase.pdf; Jefferson Co Pricing Proposal 120914 January 2015 Purchase.pdf; ESS Maintenance Bills.pdf

Fred –Please put this on next Monday's agenda.

Jeff Branick
County Judge
Jefferson County Courthouse
1149 Pearl St.
Beaumont, Texas 77701
Phone: (409)835-8466
Fax: (409)839-2311

From: Carolyn Guidry [mailto:guidry@co.jefferson.tx.us]
Sent: Monday, December 15, 2014 7:32 AM
To: Brent Weaver; Eddie Arnold ; Everette "Bo" Alfred ; Jeff Branick; Michael Sinegal
Cc: thegood@co.jefferson.tx.us
Subject: Hart voting System

Honorable Judge and Commissioners,

I am copying information I received in an email from the Hart representatives with the contracts which I have sent copies to Purchasing and for Legal. Also are the invoices for ES&S for the maintenance on our Voting System for the 2015-2016 period. Please contact me if there are any questions or any additional information you require.

Hart statement;
"As promised, attached please find the following information for your review:

1. Hart Voting System Master and License Agreements. These documents can be forwarded to whomever needs to review them in the County. Ken and I referenced these documents in the Workshop. They will both need to be signed by the County and Hart at the time of purchase approval.
2. December Pricing Offer, expiring December 31, 2014. We have increased our discount to include an ESS equipment buyback offer of $75,536.60. Since ESS may not respond in a timely manner to your buyback request, Ken and I want to keep the purchase offer at the top of the Court's mind by including a buyback of your current equipment. The total discount offered for a December 2014 approval and document execution now totals $267,356.60. This is a fantastic offer the Court should seriously consider. Since Hart's fiscal year ends in December we are able to offer a significant savings to incentivize the Court to move now.
3. January Pricing Offer, expiring January 16, 2015. The discount offered in this document is less than the December Pricing Offer and does not include an ESS equipment buyback. If the Court is unable to move forward with a purchase decision in 2014, the County will pay $162,058.15 more than if the documents are executed in December 2014. "

I spoke with Mark White with ES&S on Tuesday December 9, 2014 and he was checking the options of ES&S buyback of the Voting System. As of this morning, he has not responded back.

Carolyn Guidry
County Clerk

HART intercivic™

HART VOTING SYSTEM

MASTER AGREEMENT
(SIGNATURE PAGE)

This Hart Voting System Master Agreement ("**Agreement**") is entered into by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**"), and Jefferson County or City, ISD, Municipality, ESD, or other government entity ("**Client**"), a governmental subdivision of the State of Texas. This Agreement sets forth the terms under which Client will purchase from Hart the Hart Voting System ("**HVS**"). Defined terms used in this Agreement will have the meanings specified in Section 9, Definitions, or as otherwise set forth herein.

The following Schedules and Exhibits are attached to this Agreement and made a part hereof:

Schedule A	Hardware and Pricing and/or Customer Signed Quote
Schedule B	Hart Proprietary Software
Schedule C	Non-Hart Software
Exhibit A	Hart Voting System Warranty, License, and Support Agreement
Exhibit B	Client's Request for Proposal #_____
Exhibit C	Hart's Proposal

This Agreement is entered into as the result of negotiations between Client and Hart with respect to Client's Request for Proposal, a copy of which is attached as Exhibit B, and Hart's Proposal, a copy of which is attached as Exhibit C. Client's Request for Proposal and Hart's Proposal are incorporated herein by reference. If a conflict occurs between the terms of this Agreement (including the Schedules and Exhibit A), Client's Request for Proposal and Hart's Proposal, (a) the terms of this Agreement (including the Schedules and Exhibit A) will control over Client's Request for Proposal and Hart's Proposal and (b) the terms of Hart's Proposal will control over Client's Request for Proposal.

Client acknowledges it has read and understands this Agreement (including all Schedules and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement. There are no oral agreements, representations, or warranties. The Effective Date of this Agreement is December 31, 2014.

Agreed and Accepted:

	Client	**Hart**
Name:	Jefferson County, Texas	Hart InterCivic, Inc.
Address:	1149 Pearl Street Beaumont, Texas 77701	15500 Wells Port Drive Austin, Texas 78728 Attn.: Phillip W. Braithwaite CEO
Primary Phone:	(409) 835-8475	800-223-4278
Facsimile:	(409) 839-2394	800-831-1485
E-mail:	jbranick@co.jefferson.tx.us	pbraithwaite@hartic.com
Executed By:	_____	_____
Name:	Jeff Branick	Phillip W. Braithwaite
Title:	County Judge	CEO

This Agreement is not effective until executed by both parties.

ATTEST Carolyn L. Guidry
DATE 12/22/14

In consideration for the agreements set forth herein, the parties agree as follows:

1. **Purchase of HVS Hardware and Equipment; License of Software:**

1.1 Sale. Hart agrees to sell and Client agrees to purchase the HVS Hardware, subject to the terms and conditions set forth in this Agreement.

1.2 Licenses and Sublicenses. Simultaneously upon entering into this Agreement, Hart and Client will enter into the Hart Voting System Warranty, License, and Support Agreement ("**HVS License Agreement**") in the form of Exhibit A, the terms of which are incorporated herein by reference. The License Agreement sets forth additional terms applicable to Client's ownership and use of the HVS Hardware and license of Hart Proprietary Software, including warranty, support of software and hardware, license of software, and other terms.

1.3 Delivery and Installation. Hart will cause the HVS Hardware with Software to be delivered to Client's premises on a date mutually agreed to by Hart and Client. A Hart representative may install the HVS Hardware containing the HVS Software at the Client's site on a mutually agreed upon date during Hart normal working hours, within ten (10) business days or as soon as is practicable for both Parties. Billing will occur on the date the HVS Hardware is shipped to the Client's site. If additional labor and rigging or Client-specified customization is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements.

(a) Hart may provide onsite and offsite project management, operational training, and Election Day support for the first election in which the Equipment and Software are used. Project management may include equipment administration, ballot programming, and support for logic and accuracy testing. Training may include administrative staff training on HVS Software and Equipment, and training for polling place officials. Professional Service days cannot be exchanged for HVS or third party equipment, software, License & Support or Maintenance fees. If the Professional Services offered under the terms of this contract are not used prior to 60 days after the date of the Client's first election in which any portion of the Equipment and Software are used, the Professional Services shall expire.

(b) Any additional training and/or professional services which may be identified and mutually agreed upon will be documented in a Service Order, including details regarding the type and location of the training and/or services and the cost for the additional training and/or services requested by the client. If agreed to and signed off in writing by Hart and Client, charges for the additional training and/or services will be invoiced to Client at Hart's then-current rates, plus travel, communication and other expenses.

1.4 Training and Documentation. Hart will provide to Client one (1) electronic copy of the standard user-level documentation for the Software and standard operational training for the HVS System installed at the Client's location before the first election for which the Software will be used. Hart will provide Client operational training and on-site support at the first election in which the Equipment and Software are used. Charges for additional training or support services will be invoiced to Client at Hart's then-current hourly rates, plus travel, communication, and other expenses. Any additional training or support services will be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

1.5 User Documentation; Environmental Specifications. Hart will provide to Client one (1) electronic copy of the applicable then-current user documentation and operator's manuals for the HVS Hardware and Software and, where applicable, environmental specifications for the Hardware. Client

shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media.

1.6 Support. Support will be provided as set forth in the HVS License Agreement.

2. Charges; Payments:

2.1 Total Purchase Price. The Total Purchase Price is set forth in Schedule A and includes the purchase price for the Hardware, the Initial Annual Fee under the HVS License Agreement, state and local taxes (if applicable), and delivery and installation charges.

2.2 Payments. Client shall pay Hart the Purchase Price according to the following schedule:

1. Hart Hardware and Extended Hardware Warranty (if any) as per Schedule A – Billed Upon Shipment.
2. 3rd Party Hardware, HVS Software and 1st Year License/Support Fees (if any) - Billed Upon Shipment.
3. Professional Services – Billed Upon one or more of the following: first Election in which the Professional Services are used; receipt of Final Services Acceptance or the end of the first calendar year after receipt of Hart or 3rd Party Hardware or Software (but not later than sixty (60) days after the date of the Client's first election in which any portion of the Equipment and Software are used).

All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the Signature Page or to such other location as may be designated by Hart in a notice to Client.

2.3 Late Charges. If the Total Purchase Price is not paid in full within thirty (30) days after delivery of the Hardware and Software, Hart may charge Client interest on the unpaid balance until paid, at the lesser of (a) 1% per month or (b) the maximum rate allowed by law.

2.4 Additional Charges. Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, e.g., travel expenses, and premium and minimum charges. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Client for use with the HVS. Any other additional charges must be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

2.5 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Client or Hart of any of their respective legal rights and remedies against each other.

2.6 Taxes. If Client is tax-exempt, Client will provide Hart with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Hart becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Hart and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund.

2.7 Suspension of Performance. If any payment due to Hart under this Agreement is past due more than thirty (30) days, Hart may suspend performance under this Agreement until all amounts due are current.

3. Client Responsibilities:

3.1 Independent Determination. Client acknowledges it has independently determined that the Hart Voting System purchased under this Agreement meets its requirements.

3.2 Cooperation. Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Agreement and the HVS License Agreement.

4. Title; Risk of Loss:

4.1 Hardware. Subject to Section 4.3, title to Hardware will pass to Client upon delivery of the Equipment to Client. Risk of loss of, or damage to, Hardware will pass to Client upon delivery to Client.

4.2 Confidential and Proprietary Information. Title to Hart's Confidential and Proprietary Information will remain in Hart. Title to Confidential and Proprietary Information of Hart's suppliers and licensors will remain in the relevant suppliers and licensors.

4.3 Proprietary Rights. Client acknowledges and agrees that the design of the HVS, design of the HVS Hardware, Hart Proprietary Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, information, and material are the property of Hart. Client agrees that the sale of the HVS Hardware and license of Hart Proprietary Software and other accompanying items under this Agreement does not grant to or vest in Client any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the HVS, HVS Hardware, and Hart Proprietary Software, are the sole and absolute property of Hart and no interest therein is being vested in Client by the execution of this Agreement or the sale of the HVS Hardware or license of the Hart Proprietary Software to Client. Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or Equipment. Client will have no authority or right to copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. The provisions of this Section 4.3 will survive the termination or cancellation of this Agreement and the HVS License Agreement.

5. Warranty Terms:

THE WARRANTY TERMS APPLICABLE TO THE HART VOTING SYSTEM ARE SET FORTH IN THE HART VOTING SYSTEM WARRANTY, LICENSE, AND SUPPORT AGREEMENT. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN THE LICENSE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT AND THE LICENSE AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. THE EXPRESS WARRANTIES EXTEND SOLELY TO CLIENT. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

6. Limitation of Damages:

6.1 EXCLUSIVE REMEDY. HART DOES NOT ACCEPT ANY LIABILITY FOR WARRANTIES BEYOND THE REMEDIES SET FORTH IN SECTION 1 OF THE LICENSE AGREEMENT. HART'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS AGREEMENT AND THE HARDWARE, SOFTWARE, AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

6.2 DISCLAIMER. CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

6.3 LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART, HART'S LICENSORS, AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE, OR DISTRIBUTION OF THE HARDWARE AND SOFTWARE AND THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO HART UNDER THIS AGREEMENT. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CLIENT'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CLIENT OR ANYONE ELSE BY ANY THIRD PARTY.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CLIENT.

6.4 Referrals. Hart may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Hardware and Software. Notwithstanding any Hart recommendation, referral, or introduction, Client will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

7. Dispute Resolution:

7.1 Disputes and Demands. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

7.2 Negotiation and Mediation. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

7.3 Injunctive Relief. Notwithstanding the other provisions of this Section 7, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section 7.

7.4 Time Limit. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

8. General Provisions:

8.1 Entire Agreement. This Agreement and the attachments, schedules, and exhibits hereto are the entire agreement and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Agreement or the HVS and its components that are not included herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

8.2 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. The terms and conditions of this Agreement, including, but not limited to, this Section 8.2, cannot be amended, modified, or altered by any conflicting preprinted terms or conditions in a preprinted form.

8.3 Interpretation. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

8.4 GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

8.5 Severability. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

8.6 Delays. Hart is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Hardware, materials, or labor contemplated herein. Hart will notify Client in writing of any such delay, and the time for Hart's performance will be extended for a period corresponding to the delay. Hart and Client will determine alternative procedures to minimize delays.

8.7 Force Majeure. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Client's performance, the Client, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; and strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

8.8 Compliance with Laws. HVS Hardware and Software will meet the certification requirements in place on the effective date of the HVS Master Agreement. Client and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Hardware and Software. Hardware and Software provided under this Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Hardware or Software.

8.9 Assignments. Hart may assign this Agreement or its interest in any Hardware or Software, or may assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Hart to Client that are outstanding at the time of assignment. Client will be notified in writing if Hart makes an assignment of this Agreement. Client shall not assign this Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Agreement, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

8.10 Independent Contractors. Client and Hart are independent contractors and are not agents or partners of each other. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Client employment. Client's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

8.11 Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth (5^{th}) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

8.12 Trademarks. eScan™, eSlate®, Judge's Booth Controller™, JBC™, Disabled Access Unit™, DAU™, Mobile Ballot Box™, Ballot Origination Software System™, BOSS™, Tally™, Rally™, FUSION™, and Ballot Now™ are trademarks of Hart.

9. Definitions:

"*Acceptance Testing*" means testing in accordance with Hart's standard Acceptance Testing Procedure.

"*Agreement*" has the meaning set forth in the Signature Page.

"*Annual Fee*" means the combined annual license, sublicense, and support fees payable by Client to Hart under the HVS Warranty, License, and Support Agreement.

"*Client*" has the meaning set forth in the Signature Page.

"*Confidential and Proprietary Information*" means Software, firmware, diagnostics, documentation (including operating manuals, user documentation, and environmental specifications), designs and configurations of Hardware, Software, and firmware, trade secrets and related documentation, and any other information confidential to Hart or its suppliers or licensors.

"*DAU™*" means the Disabled Access Unit (DAU™) created by Hart as an add-on component to an eSlate® that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from specialized switch mechanisms, such as head switches, breath switches, and panel switches that facilitate interaction with disabled voters, as needed.

"*Effective Date*" has the meaning set forth in the Signature Page and indicates the date this Agreement becomes effective.

"*Equipment*" means the HVS Hardware and Non-Hart Hardware listed on Schedule A.

"*eScan™*" means the eScan™ device created by Hart, consisting of a precinct digital ballot imaging device single-feed scanner that transports and scans both sides of a ballot simultaneously, and a base that provides for secure ballot storage and transport.

"*eSlate®*" means the eSlate® created by Hart and consisting of hardware including an electronically configurable, network-capable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable liquid crystal display (LCD) panel for use in displaying ballot images, a rotary input device for use in ballot navigation, and various buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"*eSlate® Hardware*" means the eSlate®, JBC™, and DAU™ in the quantities listed on Schedule A.

"*Firmware*" means the Hart Proprietary Software embedded in eSlate® voting devices that allows execution of the software functions, but does not allow access to or modification of the software by an end user.

"*Force Majeure*" has the meaning set forth in Section 8.7.

"*Hart*" means Hart InterCivic, Inc., a Texas corporation.

"*Hart Proprietary Software*" means the run-time executable code and associated support files of the Ballot Origination Software System (BOSS™) Software, Tally™ Software, Rally™ Software, Ballot Now™ Software, computer code and software resident in the HVS Hardware, and other support software utilities as specified on Schedule B, consisting of computer programs and computer code owned by Hart that are licensed to Client pursuant to the Hart Voting System Warranty, License, and Support Agreement, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections,

improvements, rewrites, bug fixes, enhancements, and other modifications, including any custom modifications, to such computer programs and code that are provided to Client, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code, and all copies of the foregoing (electronic and hard copy).

"*Hart Voting System (HVS)*" means the HVS Hardware and the Software.

"*Hart Voting System Warranty, License, and Support Agreement*" means the Hart Voting System Warranty, License, and Support Agreement in the form of Exhibit A to be entered into by Hart and Client simultaneously upon entering into this Agreement. This Warranty covers only the HVS Hardware. Third-party equipment's warranty is passed through to the Customer.

"*Initial Annual Fee*" means the first Annual Fee payable under the Hart Voting System Warranty, License, and Support Agreement, which is included in the Total Purchase Price.

"*Installation Date*" means, with respect to the Hart Voting System, the date Hart completes installation of the HVS with included Software.

"*JBC™*" means the Judge's Booth Controller (JBC™) created by Hart that is a local area network controller capable of interacting with one or more eSlate® devices or DAU devices by transmitting and receiving signals that manage or control an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"*Non-Hart Hardware*" means the hardware listed on Schedule A that is not Hart's HVS Hardware.

"*Non-Hart Software*" means the run-time executable code and associated support files of computer programs owned by third parties that are identified on Schedule C and sublicensed by Hart to Client pursuant to the Hart Voting System Warranty, License, and Support Agreement or licensed directly by the third-party licensor to Client, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications to such computer programs and code that are provided to Client, and all copies of the foregoing. Non-Hart Software also includes all documentation provided to Client with respect to these computer programs, and all copies of the foregoing.

"*Software*" means the Hart Proprietary Software and Firmware and Non-Hart Software.

"*Sublicensed Software*" means Non-Hart Software and Firmware that is identified on Schedule C as being sublicensed by Hart to Client pursuant to the Hart Voting System Warranty, License, and Support Agreement.

"*VBO™*" means the Verifiable Ballot Option unit used in conjunction with the eSlate® for a *Voter Verifiable Paper Audit Trail.*

"*Total Purchase Price*" is defined in Section 2.1.

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SCHEDULE A

HARDWARE AND PRICING

Note: This Schedule A specifically lists all hardware, software and services to be provided by Hart to the Customer under this Agreement. No other hardware, software, or services are included in this sale.

Tactile input switches are not included with the Disabled Access Unit. Tactile switches must be purchased as a separate item. Wheels are not included with the eSlate® Caddy. Wheels must be purchased as a separate item.

There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of *other than Hart-recommended hardware* purchased by the Client for use with the Hart Voting System.

The HVS System will be compliant with all certification requirements currently in place at the time the HVS System is purchased (the "Effective Date"). Software and Firmware will be upgraded as required for those Client's up-to-date on their Annual Fees. Required HVS Hardware changes mandated by rules, certification, or statutory changes will be assessed by Hart, the Client will be notified of the costs for those changes, and the Client will be required to pay for those HVS Hardware changes if they choose to have the changes completed.

Hart's training and project management obligations under this Agreement will end no later than sixty (60) days after the date of the Client's first election in which any portion of the Equipment and Software are used.

(The rest of this page has been intentionally left blank.)

SCHEDULE B

HART PROPRIETARY SOFTWARE
(if applicable)

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	INITIAL LICENSE FEE (including hardware)
One (1)	BOSS™, Tally™, Ballot Now™, SERVO™, and eCM Manager™.	Electronic Voting Software.	$130,000.00	One (1)	$65,030.00

Licensed Location: 1149 Pearl Street, Beaumont, Texas 77701.

NOTE: Hart and Client will update this Schedule as appropriate if Hart releases new Hart Proprietary Software that is made available to Client under the HVS Warranty, License, and Support Agreement.

(The rest of this page has been intentionally left blank.)

SCHEDULE C

NON-HART SOFTWARE
(if applicable)

Non-Hart Software Sublicensed to Client:

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	TOTAL PRICE
Five (5).	Sybase Embedded Runtime Program	Database software.	Included.	Five (5).	No Charge.

Licensed Location: 1149 Pearl Street, Beaumont, Texas 77701.

NOTE: Hart and Client will update this Schedule as appropriate if Hart provides new or different Non-Hart Software to Client under the HVS Warranty, License, and Support Agreement.

(The rest of this page has been intentionally left blank.)

EXHIBIT A

Hart Voting System Warranty, License, and Support Agreement

(See Attached Agreement)

EXHIBIT B

Client's Request for Proposal
(if applicable)

(See Attached Document

EXHIBIT C

Hart's Proposal
(if applicable)

(See Attached Document)

HART intercivic™

HART VOTING SYSTEM

WARRANTY, SUPPORT AND LICENSE AGREEMENT
(SIGNATURE PAGE)

This Hart Voting System (HVS) Warranty, Support, and License Agreement ("**Agreement**") is entered into by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**"), and Jefferson County ("**Client**"), a governmental subdivision of the State of Texas. This Agreement is entered into in connection with a Hart Voting System Master Agreement dated December 31, 2014, between Hart and Client under which Client has purchased HVS Hardware. This Agreement sets forth terms between Hart and Client applicable to Client's ownership and use of the HVS Hardware and license from Hart of Hart Proprietary Software (including Firmware), including warranty, support, license, and other terms. Defined terms used in this Agreement will have the meanings specified in Section 13, Definitions, or as otherwise set forth herein.

The following Schedules are attached to this Agreement and made a part hereof:

Schedule A	Support Contact Information
Schedule B	Hart Proprietary Software
Schedule C	Non-Hart Software
Schedule D	Initial Annual Fee

Client acknowledges it has read and understands this Agreement (including all Schedules) and is entering into this Agreement only on the basis of the terms expressly set forth in this Agreement. There are no oral agreements, representations, or warranties. The Effective Date of this Agreement is December 31, 2014.

Agreed and Accepted:

	Client	**Hart**
Name:	Jefferson County, Texas	Hart InterCivic, Inc.
Address:	1149 Pearl Street Beaumont, Texas 77701	15500 Wells Port Drive Austin, Texas 78728 Attn.: Phillip W. Braithwaite CEO
Primary Phone:	(409) 835-8475	800-223-4278
Facsimile:	(409) 839-2394	800-831-1485
E-mail:	jbranick@co.jefferson.tx.us	pbraithwaite@hartic.com
Executed By:	_____	_____
Name:	Jeff Branick	Phillip W. Braithwaite
Title:	County Judge	CEO

This Agreement is not effective until executed by both parties.

ATTEST Carolyn L. Guidry
DATE 12/22/14

In consideration for the agreements set forth herein, the parties agree as follows:

1. WARRANTY TERMS

1.1 HVS Hardware Limited Warranty. Hart warrants that during the warranty period the HVS Hardware purchased by Client will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Hart Voting System Operator's Manuals for the HVS Hardware applicable at the time of the installation of the Hardware. The new hardware warranty period is three (3) years, other than the new VBO unit(s) and/or new eScan™ unit(s), which is one (1) year, beginning ten (10) days after the shipping date of the new HVS Hardware. The used and/or refurbished hardware warranty period is ninety (90) days, beginning ten (10) days after the shipping date of the used and/or refurbished HVS Hardware. Hart will, at Hart's sole discretion, replace or repair any HVS Hardware that does not comply with this warranty, at no additional charge to Client. To request warranty service, Client must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Client's site, Hart's facility, or any other location specified by Hart. Any replacement HVS Hardware provided to Client under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces HVS Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired HVS Hardware. Hart owns all replaced HVS Hardware and all parts removed from repaired products. Client acknowledges and agrees that this warranty is contingent upon and subject to Client's proper use of the Hart Voting System and the Exclusions from Warranty and Support Coverage set forth in Section 1.3. This warranty does not cover any HVS Hardware that has had the original identification marks and/or numbers removed or altered in any manner. The remedies set forth in this Section are the full extent of Client's remedies and Hart's obligations regarding this warranty.

If the HVS Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Client's location due to the Client's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Client of the total amount due for those HVS Hardware changes. Upon written approval to move forward with the changes and receipt from the Client of the stated fees, Hart will complete the required HVS Hardware changes to the Client's HVS Hardware.

1.2 Hart Proprietary Software Limited Warranty. Hart warrants that beginning ten (10) days after the shipping of the HVS Software and for rest of the term of this Agreement, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Client must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately as certified). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse affect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Client acknowledges and agrees that this warranty is contingent upon and subject to Client's proper use of the Hart Voting System and the Exclusions from Warranty and Support Coverage set forth in Section 1.3. The remedies set forth in this Section 1.2 are the full extent of Client's remedies and Hart's obligations regarding this warranty.

1.3 Exclusions from Warranty and Support Coverage. The warranties under this Section 1 and Software Support under Section 2 do not cover defects, errors, or malfunctions that are caused by

any external causes, including, but not limited to, any of the following: (a) Client's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of noncompatible media, supplies, parts, or components; (c) modification or alteration of the HVS, or its components, by Client or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Client, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; or (m) Force Majeure. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

1.4 Non-Hart Equipment and Non-Hart Software Excluded. HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO NON-HART EQUIPMENT AND NON-HART SOFTWARE, IF ANY, PROVIDED BY HART TO CLIENT, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CLIENT "AS IS." HART HAS NO RESPONSIBILITY OR LIABILITY FOR NON-HART EQUIPMENT AND NON-HART SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CLIENT. If Hart sells, licenses, or sublicenses any Non-Hart Equipment or Non-Hart Software to Client, Hart will pass through to Client, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor.

1.5 Disclaimer. THE WARRANTIES IN THIS WARRANTY TERMS SECTION GIVE CLIENT SPECIFIC LEGAL RIGHTS, AND CLIENT MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). HART'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HVS HARDWARE AND HART PROPRIETARY SOFTWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY TERMS SECTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN SECTION 1 OF THIS AGREEMENT, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SALE OF HVS HARDWARE AND LICENSE OF HART PROPRIETARY SOFTWARE, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. THE EXPRESS WARRANTIES EXTEND SOLELY TO CLIENT. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

2. SOFTWARE SUPPORT SERVICES

2.1 Description of Software Support Services. Subject to the terms and conditions of this Agreement, Hart will provide Client the Software Support Services described below. Support Services under this Section 2 do not cover any of the exclusions from warranty and support coverage as described under Section 1.3. If Hart, in its discretion, provides Support Services in addition to the services

described under this Section 2, Client will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Client.

2.1.1 General Software Support. *General Software Support* will consist of assisting the Client in the design and production of elections, including pre-election and post-election testing and general operation of the HVS.

2.1.2 Software Support Services. Software Support Services will consist of periodic updates and any software "bug" corrections to Hart software. A software "bug" is any malfunction that prevents the Hart software from performing substantially as described in the then-current operator's manual for such software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Hart reserves the right to determine whether any reported, claimed software malfunction is in fact a "bug." Software "bugs" must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 1.3 also are exclusions from Software Support Services under this Section 2.1.2.

2.1.3 Engineering Services. In any case where Hart software interfaces with a third party software system, including but not limited to, the Client's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems; Hart will not be responsible for proper operation of any Hart software that interfaces with the third party software should such third party software be upgraded, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Hart software running on Client's computer equipment, should Client install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Engineering services and associated costs may be required in those situations where the Client requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement and the Hart Voting System Master Agreement. Hart will not be responsible for the proper operation of any Hart software that interfaces with third party software should such third party software be configured or operated in any manner contrary than that described in a Statement of Work (to be attached as a mutually agreed upon Schedule to this Agreement if engineering services are requested by the Client).

2.1.4 Client Suggestions and Recommendations. Client may propose, suggest, or recommend changes to the Software at any time in writing to Hart. Such proposals, suggestions, or recommendations will become Hart's property. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Software updates, without restriction or obligation, and any implementation thereof shall become Hart's property. Hart is under no obligation to change, alter, or otherwise revise the Software according to Client's proposals, suggestions, or recommendations.

2.2 Software Support Services Contact Information. Support contact information is set forth in Schedule A, Support Contact Information.

3. SOFTWARE LICENSES AND SUBLICENSES

3.1 Licenses and Sublicenses. Subject to the terms and conditions of this Agreement and for so long as Client has a current Warranty, License and Support agreement in effect with Hart with respect

to the HVS Hardware and the HVS Software, Hart grants to Client a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software and a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software. Hart will provide Client, and Client will be permitted to use, only the run-time executable code and associated support files of the Software for Client's internal data processing requirements as part of the HVS Voting System. The Software may be used only in the United States at the Licensed Location specified on Schedule B on the hardware or other computer systems authorized by Hart in writing. Client may temporarily transfer the Software to a backup computer system at an alternative location within Client's county of operation if the Equipment or other authorized computer system is inoperative or the Licensed Location is temporarily unavailable, provided Client must promptly give Hart written notice of such temporary transfer, including a description of the backup computer system and the alternative location. Client's use of the Software will be limited to the number of licenses specified in Schedules B and C. Only Client and its authorized employees, agents or contractors may use or access the Software. Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. Client agrees that Hart, the licensors of Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, HVS Hardware, and appropriate records of Client to verify Client's compliance with the terms of the licenses and sublicenses granted to Client.

3.2 Delivery and Installation. Hart may deliver the Software at the Client's site on a mutually agreed-upon date during Hart's normal working hours.

(a) Hart may provide onsite and offsite project management, operational training, and Election Day support for the first election in which the Equipment and Software are used unless otherwise specified in writing and mutually agreed upon by Hart and Client. Project management may include equipment administration, ballot programming, and support for logic and accuracy testing. Training may include administrative staff training on HVS Software and Equipment, and training for polling place officials. Professional Service days cannot be exchanged for HVS or third party equipment, software, License & Support or Maintenance fees. If the Professional Services offered under the terms of this contract are not used prior to 60 days after the date of the Client's first election in which any portion of the Equipment and Software are used, the Professional Services shall expire.

(b) Any additional training and/or professional services which may be identified and mutually agreed upon will be documented in a Service Order, including details regarding the type and location of the training and/or services and the cost for the additional training and/or services requested by the client. If agreed to and signed off in writing by Hart and Client, charges for the additional training and/or services will be invoiced to Client at Hart's then-current rates, plus travel, communication and other expenses.

3.3 Training and Documentation. Hart will provide standard user-level documentation in electronic form for the Software and standard operational training before the first election for which the Software will be used. Hart will provide Client operational training and on-site support at the first election in which the Hardware and Software are used unless otherwise specified in writing and mutually agreed upon by Hart and Client. Charges for additional training or support services will be invoiced to Client at Hart's then-current hourly rates, plus travel, communication, and other expenses. Any additional training or support services will be mutually agreed to by Hart and Client and documented in writing. Hart's training and documentation obligation under this HVS Agreement ends no later than sixty (60) days after the date of the Client's first election in which any portion of the Equipment and

Software are used.

3.4 Protection of Software.

(a) The HVS Hardware and Hart Proprietary Software are designed to be used only with each other and the agreed-upon Non-Hart Software and Non-Hart Equipment. To protect the integrity and security of the HVS, without the express written consent of Hart, (i) Client shall use the Software and Hardware only in connection with the HVS; (ii) Client shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Client shall not modify the Hardware or Software. If Client does not comply with any provisions of the preceding sentence, then (i) the Limited Warranties under Section 1 will automatically terminate; (ii) Hart may terminate its obligation to provide Support Services under Section 2; (iii) Hart will have no further installation obligations under Section 3.2 (Delivery and Installation), and (iv) Hart will have no further obligations under Section 3.3 (Training and Documentation). Furthermore, if Client uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Client under Section 3, Hart reserves its rights to enforce its patents with respect to those claims.

(b) Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or decompilation of any Software. Client shall not use any Software for application development, modification, or customization purposes, except through Hart.

(c) Client shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau. This restriction does not preclude or restrict Client from contracting for election services for other local governments located within Client's jurisdictional boundaries. Client shall not modify, copy, or duplicate the Software; provided, during the term of the Software licenses and sublicenses. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Client. Client shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Client regarding any unauthorized possession or use of the Software.

(d) Upon termination of Client's license or sublicense of Software, Client shall immediately discontinue all use of the Software and return to Hart or destroy, at Hart's option, the Software (and all related documentation (electronic and hard copy) and Confidential and Proprietary Information) and all archival, backup, and other copies thereof, and provide certification to Hart of such return or destruction.

(e) Client shall not publish any results of benchmark tests run on any Software.

(f) Although the Hart Proprietary Software and Sublicensed Software are protected by copyright and/or patents, they may be unpublished, and constitute Confidential and Proprietary Information of Hart and the third-party licensor, respectively. Client shall maintain the Software in confidence and comply with the terms of Section 6, Protection of Confidential and Proprietary Information, with respect to the Software.

(g) This Section 3.4 will survive the termination or cancellation of this Agreement.

3.5 No Transfer of Title. This Agreement does not transfer to Client title to any Software, intellectual property contained in any Software, or Confidential and Proprietary Information. Title to Hart Proprietary Software and all copies thereof, and all associated intellectual property rights therein, will remain in Hart. Title to Non-Hart Software and all copies thereof, and all associated intellectual property rights therein, will remain in the applicable third-party licensor.

3.6 Inherently Dangerous Applications. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Client shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

4. ANNUAL FEE

4.1 Amount of Annual Fee. The Annual Fee is a combined licensing, sublicensing, and support fee. Client will pay Hart an Annual Fee upon execution of this Agreement and annually thereafter before each Anniversary Date. The amount of the Initial Annual Fee, payable upon execution of this Agreement, is the amount specified as the "Initial Annual Fee" on Schedule D, Initial Annual Fee. Subsequent Annual Fees are due annually before each Anniversary Date of this Agreement. Hart may adjust the amount of the Annual Fee payable on each Anniversary Date by notifying Client of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each Annual Fee will be the same as the immediately preceding Annual Fee.

4.2 Invoices. Hart will invoice Client annually ninety (90) calendar days before the due date of the Annual Fee.

4.3 Payments. Client must pay each invoiced Annual Fee before the Anniversary Date immediately following the date of invoice. If Client elects not to or fails to timely pay an Annual Fee, this Agreement and the licenses, sublicenses, and software support services will automatically terminate on such Anniversary Date. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the Signature Page or to such other location as may be designated by Hart in a notice to Client.

4.4 Additional Charges. Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, e.g., travel expenses, and premium and minimum charges. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Client for use with the HVS. Any other additional charges must be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

4.5 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Client or Hart of any of their respective legal rights and remedies against each other.

4.6 Taxes. If Client is tax-exempt, Client will provide Hart with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Hart becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Hart and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund. Client is responsible for all

applicable taxation.

4.7 Suspension of Performance. If any payment due to Hart under this Agreement is past due more than thirty (30) days, Hart may suspend performance under this Agreement until all amounts due are current.

5. CLIENT RESPONSIBILITIES

5.1 Independent Determination. Client acknowledges it has independently determined that the HVS meets its requirements.

5.2 Cooperation. Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Agreement. Client will (a) provide adequate working and storage space for use by Hart personnel near Equipment; (b) provide Hart full access to the Equipment and Software and sufficient computer time, subject to Client's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Client personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

5.3 Site Preparation. Client shall prepare and maintain the installation site in accordance with instructions provided by Hart. Client is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

5.4 Site Maintenance; Proper Storage. Client shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Equipment and Software and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Equipment and Software to operate properly. Client shall properly store the Equipment and Software when not in use.

5.5 Use. Client is exclusively responsible for supervising, managing, and controlling its use of the HVS, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making daily backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the HVS and that the Equipment and Software are used in accordance with applicable manuals, instructions, and specifications. Client shall comply with all applicable laws, rules, and regulations with respect to its use of the HVS.

5.6 Backups. Client will maintain backup data necessary to replace critical Client data in the event of loss or damage to data from any cause.

6. PROTECTION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

6.1 Confidentiality. Client will keep in confidence and protect Confidential and Proprietary Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Client shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential and Proprietary Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Client shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Client to use the Software. Client acknowledges that unauthorized disclosure of Confidential and Proprietary Information may cause substantial economic loss to Hart or its suppliers and licensors. Each permitted copy of Confidential and Proprietary Information, including its storage media, will be marked by Client to include all notices that appear on the original. Title, copyright, and all other proprietary rights in and to the Software at all times remains vested exclusively in Hart or, as applicable, third-party licensors.

6.2 Return of Confidential and Proprietary Information. Upon termination or cancellation of this Agreement or, if earlier, upon termination of Client's permitted access to or possession of Confidential and Proprietary Information, Client shall return to Hart all copies of the Confidential and Proprietary Information in Client's possession (including Confidential and Proprietary Information incorporated in software or writings, electronic and hard copies).

6.3 Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, upgrades, and trade secrets developed by Hart personnel (alone or jointly with others, including Client) in connection with Confidential and Proprietary Information, HVS® Hardware, and Hart Proprietary Software will be the exclusive property of Hart.

6.4 Support Materials. Client acknowledges that all support materials related to the HVS are the property of Hart and include Confidential and Proprietary Information of Hart. Client agrees that it will not permit anyone other than Hart installation and support personnel and authorized County employees, agents and contractors to use such materials.

6.5 Client Employees, Agents and Contractors. Client will inform its employees and other agents and contractors of their obligations under this Section 6 and shall be fully responsible for any breach thereof by such personnel.

6.6 License Back. If Client possesses or comes to possess a licensable or sublicensable interest in any issued patent with claims that read upon the HVS, its method of operation, or any component thereof, Client hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

6.7 Survival. This Section 6 will survive termination or cancellation of this Agreement.

7. TITLE; RISK OF LOSS

7.1 Software.

(a) *Hart Proprietary Software*: Title to Hart Proprietary Software, all copies thereof, and all associated intellectual proprietary rights therein will remain in Hart including, but not

limited to, all patents, copyrights, trade secrets, trademarks, and other proprietary rights.

(b) *Non-Hart Software*: Title to Non-Hart Software, all copies thereof, and all associated intellectual proprietary rights therein will remain in the applicable third-party licensor including, but not limited to, all patents, copyrights, trade secrets, trademarks, and other proprietary rights.

(c) *Risk of Loss:* Risk of loss to Software will pass to Client upon delivery.

7.2 Confidential and Proprietary Information. Title to Hart's Confidential and Proprietary Information will remain in Hart. Title to Confidential and Proprietary Information of Hart's suppliers and licensors will remain in the relevant suppliers and licensors.

7.3 Proprietary Rights. Client acknowledges and agrees that the design of the Hart Voting System, design of the HVS Hardware, Hart Proprietary Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, information, and material, are the property of Hart. Client agrees that the sale of HVS Hardware and license of Hart Proprietary Software to Client does not grant to or vest in Client any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the HVS, HVS Hardware, and Hart Proprietary Software, are the sole and absolute property of Hart and no interest therein is being vested in Client by the execution of this Agreement or the sale of the HVS Hardware or license of the Hart Proprietary Software to Client. Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or decompilation of any Software or Hardware. Client will have no authority or right to copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. The provisions of this Section 7.3 will survive the termination or cancellation of this Agreement.

8. TERM OF AGREEMENT; TERMINATION

8.1 Term. The initial term of this Agreement and the licenses granted herein is one (1) year commencing on the Effective Date and expiring on the first Anniversary Date.

8.2 Renewal Terms. Except as otherwise provided in this Agreement, Client may renew this Agreement before its expiration or termination by paying the Annual Fee invoiced by Hart, as provided in Section 4.2, before the Anniversary Date immediately following the date of invoice, as provided in Section 4.3. Each renewal term will be a one-year (1-year) term, commencing on the expiration of the prior term and expiring on the immediately following Anniversary Date.

8.3 Defaults. The following events will be deemed to be defaults:

(a) A party committing a material breach of any term of this Agreement or the HVS Agreement if such breach has not been cured within thirty (30) days after written notice of such breach has been given by the nondefaulting party to the defaulting party;

(b) A party filing bankruptcy, becoming insolvent, or having its business placed in the hands of a receiver, assignee, or trustee, whether by voluntary act or otherwise; or

(c) A party failing to comply in any material respect with any federal, state, or local

laws applicable to a party's performance under this Agreement or the HVS Master Agreement.

8.4 Termination.

(a) This Agreement will automatically terminate at the end of its then-current term if Client has elected not to or has failed to timely make full payment to Hart of the invoiced Annual Fee required to renew the term, as provided in Sections 4.3 and 8.2.

(b) Hart may terminate Software Support Services under Section 2 on thirty (30) days prior written notice to Client if Hart determines that any alterations, attachments, or modifications not made by Hart or the failure to install a software or hardware release will interfere with the provision of support.

(c) A party may terminate this Agreement before expiration of its term for default by the other party. If default occurs, the parties will have all remedies provided in this Agreement and otherwise available by statute, law, or equity.

8.5 Survival. Section 1.1 will survive the termination or expiration of this Agreement until the end of the warranty period stated therein. Sections 3.4(b), 3.4(c), 3.4(d), 3.4(e), 3.4(f), 6, 7.3, 8.5, 9, 11, and 12 will survive the termination or expiration of this Agreement. Section 3.1 shall survive for so long as Client has a current Warranty, License, and Support agreement in effect with Hart with respect to the HVS Hardware and the HVS Software. Notwithstanding any language to the contrary in this Agreement or another agreement, all licenses to the Software shall terminate when Client ceases to have a current Warranty, License, and Support agreement in effect with Hart with respect to the HVS Hardware and the HVS Software.

9. LIMITATION OF DAMAGES

9.1 EXCLUSIVE REMEDY. HART DOES NOT ACCEPT ANY LIABILITY FOR WARRANTIES BEYOND THE REMEDIES SET FORTH IN SECTION 1. HART'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS CONCERNING THE HVS HARDWARE PROVIDED TO CLIENT BY HART OR ITS DISTRIBUTORS, THIS AGREEMENT, AND SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

9.2 DISCLAIMER. CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

9.3 LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART, HART'S LICENSORS, AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE, OR DISTRIBUTION OF THE HARDWARE, SOFTWARE, AND PERFORMANCE OF SERVICES UNDER THIS AGREEMENT WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH

DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO HART UNDER THIS AGREEMENT. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CLIENT'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CLIENT OR ANYONE ELSE BY ANY THIRD PARTY.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CLIENT.

9.4 Referrals. Hart may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Equipment and Software. Notwithstanding any Hart recommendation, referral, or introduction, Client will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

10. INFRINGEMENT INDEMNITY

10.1 Indemnity. Hart, at its own expense, will defend and indemnify Client against claims that the HVS Hardware or Hart Proprietary Software infringe a United States patent, copyright, or misappropriate trade secrets protected under United States law, provided Client (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.

10.2 Remedies. As to HVS Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the HVS Hardware or Hart Proprietary Software for Client or (b) replace or modify the HVS Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Client will cease using the applicable HVS Hardware and Hart Proprietary Software, Client will return to Hart all applicable HVS Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Client will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Client a credit for the price paid to Hart for the returned or destroyed HVS Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.

10.3 Exclusions. Hart will not defend or indemnify Client if any claim of infringement or misappropriation (a) is asserted by an affiliate of Client; (b) results from Client's design or alteration of any HVS Hardware or Hart Proprietary Software; (c) results from use of any HVS Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the HVS designed by Hart; (d) relates to Non-Hart Software or Non-Hart Equipment alone; or (e) arises from Client-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Non-Hart Software that are made in response to Client specifications.

10.4 EXCLUSIVE REMEDIES. THIS SECTION 10 STATES THE ENTIRE LIABILITY

OF HART AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

11. DISPUTE RESOLUTION

11.1 Disputes and Demands. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

11.2 Negotiation and Mediation. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

11.3 Injunctive Relief. Notwithstanding the other provisions of this Section 11, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section 11.

11.4 Time Limit. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement and the attachments, schedules, and exhibits hereto are the entire agreement and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Agreement or the HVS and its components that are not included herein. Client acknowledges and agrees that Hart has no responsibility or liability under the HVS Master Agreement except to the extent, if any, that Hart is a party to the HVS Master Agreement. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

12.2 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. The terms and conditions of this Agreement, including, but not limited to, this Section 12.2, cannot be amended, modified, or altered by any conflicting preprinted terms or conditions in a preprinted form.

12.3 Interpretation. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

12.4 GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS

OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

12.5 Severability. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

12.6 Delays. Hart is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Equipment, materials, or labor contemplated herein. Hart will notify Client in writing of any such delay, and the time for Hart's performance will be extended for a period corresponding to the delay. Hart and Client will determine alternative procedures to minimize delays.

12.7 Force Majeure. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Client's performance, the Client, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; and strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

12.8 Compliance with Laws. HVS Hardware and Software will meet the certification requirements in place on the effective date of the HVS Master Agreement. Client and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Hardware and Software. Hardware and Software provided under this Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Hardware or Software.

12.9 Assignments. Hart may assign this Agreement or its interest in any Hardware or Software, or may assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Hart to Client that are outstanding at the time of assignment. Client will be notified in writing if Hart makes an assignment of this Agreement. Client shall not assign this HVS Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Agreement, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

12.10 Independent Contractors. Client and Hart are independent contractors and are not agents

or partners of each other. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Client employment. Client's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

12.11 Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at their address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

12.12 Trademarks. eScan™, eSlate®, Judge's Booth Controller™, JBC™, Disabled Access Unit™, DAU™, Mobile Ballot Box™, Ballot Origination Software System™, BOSS™, Tally™, Rally™, FUSION™, and Ballot Now™ are trademarks of Hart.

13. DEFINITIONS

"*Agreement*" has the meaning set forth on the Signature Page.

"*Anniversary Date*" means each anniversary of the Effective Date.

"*Annual Fee*" means the combined annual license, sublicense, and support fees payable by Client to Hart as described in Section 4.

"*Client*" has the meaning set forth on the Signature Page.

"*Confidential and Proprietary Information*" means Software, firmware, diagnostics, documentation (including operating manuals, user documentation, and environmental specifications), designs and configurations of Equipment, Software and firmware, trade secrets and related documentation, and any other information confidential to Hart or its suppliers or licensors.

"*DAU™*" means the Disabled Access Unit (DAU™) created by Hart as an add-on component to an eSlate® that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from specialized switch mechanisms, such as head switches, breath switches, and panel switches that facilitate interaction with disabled voters, as needed.

"*Effective Date*" has the meaning set forth in the Signature Page and indicates the date this Agreement becomes effective.

"*Equipment*" means the HVS Hardware and Non-Hart Equipment.

"*eScan™*" means the eScan™ device created by Hart, consisting of a precinct digital ballot imaging device single-feed scanner that transports and scans both sides of a ballot simultaneously, and a base that provides for secure ballot storage and transport.

"*eSlate®*" means the eSlate® created by Hart and consisting of hardware including an electronically configurable, network-capable voting station that permits a voter to cast votes by direct

interaction, which voting station in its present configuration created by Hart comprises an electronically configurable liquid crystal display (LCD) panel for use in displaying ballot images, a rotary input device for use in ballot navigation, and various buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"*Firmware*" means the Hart Proprietary Software embedded in eSlate® voting devices that allows execution of the software functions, but does not allow access to or modification of the software by an end user.

"*Force Majeure*" has the meaning set forth in Section 12.7.

"*Hart*" means Hart InterCivic, Inc., a Texas corporation.

"*Hart Proprietary Software*" means the run-time executable code and associated support files of the Ballot Origination Software System (BOSS™) Software, Tally™ Software, Rally™ Software, Ballot Now™ Software, computer code, and software resident in the HVS Hardware and other support software utilities as specified on Schedule B, consisting of computer programs and computer code owned by Hart that are licensed to Client pursuant to this Agreement, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications, including any custom modifications, to such computer programs and code that are provided to Client, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code and all copies of the foregoing.

"*Hart Voting System (HVS)*" means the HVS Hardware and the Software.

"*Hart Voting System Master Agreement*" means the agreement, between Client and Hart or Hart's authorized distributor of HVS Hardware, under which Client has purchased the HVS Hardware and limited HVS Software licenses. The HVS Master Agreement is identified on the Signature Page.

"*HVS*" means the Hart Voting System.

"*HVS Hardware*" means the eSlate® units, JBC™ units, and DAU™ units purchased by Client pursuant to the Hart Voting System Master Agreement and any other associated written agreements.

"*Initial Annual Fee*" means the first Annual Fee, in the amount specified as the "Initial Annual Fee" on Schedule D, which is payable upon execution of this Agreement.

"*Installation Date*" means, with respect to the Hart Voting System, the date Hart completes installation of the HVS with included Software.

"*JBC™*" means the Judge's Booth Controller (JBC™) created by Hart that is a local area network controller capable of interacting with one or more eSlate® devices or DAU devices by transmitting and receiving signals that manage or control an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"*Non-Hart Equipment*" means the equipment, if any, not consisting of HVS Hardware that was sold to Client by Hart or Hart's distributor for use with, and in connection with the sale of, the HVS Hardware.

"*Non-Hart Software*" means the run-time executable code and associated support files of computer programs owned by third parties that are identified on Schedule C and sublicensed by Hart to Client pursuant to this Agreement or licensed directly by the third-party licensor to Client, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications to such computer programs and code that are provided to Client, and all copies of the foregoing. Non-Hart Software also includes all documentation provided to Client with respect to these computer programs, and all copies of the foregoing.

"*Software*" means the Hart Proprietary Software and Firmware, and Non-Hart Software.

"*Sublicensed Software*" means Non-Hart Software that is identified on Schedule C as being sublicensed by Hart to Client pursuant to this Agreement.

"*VBO™*" means the Verifiable Ballot Option unit used in conjunction with the eSlate® for a *Voter Verifiable Paper Audit Trail.*

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SCHEDULE A

SUPPORT CONTACT INFORMATION

The following contact information is to be used by Client for submitting Support requests to Hart InterCivic, Inc.:

Client Support Center:	1-866-275-4278 (1-866-ASK-HART)
Client Support Center Fax:	1-512-252-6925 or 1-800-831-1485
E-mail Address:	hartsupport@hartic.com
Team Track:	https://hartsupporthartic.com
Hart InterCivic, Inc. Switchboard:	1-800-223-HART (4278)
Client Support Manager:	

The following contact information is to be used by Hart for contacting Client on Software Support Service requests:

Primary Client Contact Point ("CCP"):	Carolyn Guidry
First Alternate CCP:	Theresa Goodness

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SCHEDULE B

HART PROPRIETARY SOFTWARE
(if applicable)

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	INITIAL LICENSE FEE (including hardware)
One (1)	BOSS™, Tally™, Ballot Now™, SERVO™, and eCM Manager™.	Electronic Voting Software.	$130,000.00	One (1)	$65,030.00

Licensed Location: 1149 Pearl Street, Beaumont, Texas 77701.

NOTE: Hart and Client will update this Schedule as appropriate if Hart releases new Hart Proprietary Software that is made available to Client under the HVS Warranty, License, and Support Agreement.

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SCHEDULE C

NON-HART SOFTWARE
(if applicable)

Non-Hart Software Sublicensed to Client:

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	TOTAL PRICE
Five (5).	Sybase Embedded Runtime Program	Database software.	Included.	Five (5).	No Charge.

Licensed Location: 1149 Pearl Street, Beaumont, Texas 77701.

NOTE: Hart and Client will update this Schedule as appropriate if Hart provides new or different Non-Hart Software to Client under this HVS Warranty, License, and Support Agreement.

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SCHEDULE D

INITIAL ANNUAL FEE

Initial Annual Fee: $65,030.00

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HART intercivic™

Hart Voting Systems
Jefferson Pricing Proposal

1 Hart Voting Systems Pricing Quotes

2 Hart Voting Systems Leasing Quotes (5 Year Term)

ATTEST Carolyn L Gundy
DATE 12/23/14

HART intercivic

Hart Voting Systems Pricing Quote
Jefferson County, TX
EQUIPMENT AND PRICING

1

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QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Hardware				
64	Judge's Booth Controller (JBC)	Controller for eSlate polling place equipment	$3,300.00	$211,200.00
128	Paper roll	Paper roll used with JBC	Included	No Charge
64	JBC Storage and Transport Box	Reinforced, padded plastic box for storage and stacking	$60.50	$3,872.00
367	eSlate	Electronic voting unit	$3,300.00	$1,211,100.00
367	eSlate voting booth	Standard voting booth for standard eSlate voting unit	Included	No Charge
1	eScan	Precinct-based ballot scanning unit	$5,940.00	$5,940.00
2	Paper roll	Paper roll used with eScan	Included	No Charge
1	eScan Ballot Box	Ballot box (tub) for use with eScan	Included	No Charge
55	Disabled Access Unit (DAU)	Disabled access voting unit	$3,960.00	$217,800.00
55	eSlate accessible voting booth	Wheelchair-accessible voting booth for the DAU-equipped eSlate voting unit	Included	No Charge
55	Headphones	Headphones used with DAU voting unit	Included	No Charge
30	Additional Mobile Ballot Box (MBB) / audio card	Spare flash memory card or audio card for use with Hart Voting equipment	$66.00	$1,980.00
120	Mobile Ballot Box (MBB) / audio card	Flash memory card or audio cards included with Hart Voting equipment	Included	No Charge
53	Casters for Caddy	Set of 4 Wheels for Storage Caddy	$135.00	$7,155.00
53	Storage caddy	Additional storage unit for HVS equipment	$931.00	$49,343.00
	Total Hart Voting Hardware			**$1,708,390.00**
Software				
1	BOSS software - First Seat	BOSS software license	$50,000.00	$50,000.00
1	Tally software - First Seat	Tally software license	$15,000.00	$15,000.00
1	Ballot Now software - First Seat	Ballot Now software license	$60,000.00	$60,000.00
1	SERVO software - First Seat	SERVO software license	$5,000.00	$5,000.00
	Total Hart Voting Software			**$130,000.00**
	Total Hart Hardware and Software			**$1,838,390.00**
Other Hardware				
1	Personal computer, Win7	PC workstation for BOSS	$3,000.00	$3,000.00
1	Personal computer, Win7	PC workstation for Tally	$3,000.00	$3,000.00
1	Personal computer, Win7	PC workstation for Ballot Now	$3,000.00	$3,000.00
1	Personal computer, Win7	PC workstation for SERVO	$3,000.00	$3,000.00
1	Personal computer, Win7	For use as a Tally backup	$2,800.00	$2,800.00
5	Mobile Ballot Box (MBB) / audio card	Flash memory card or audio cards incluced with computer equipment	Included	No Charge
5	ATA card reader/writer	Flash memory card reader/writer included with computer equipment	Included	No Charge
5	eSlate Cryptographic Module (eCM)	Electronic security token included with computer equipment	Included	No Charge
1	Quatech Card & Cable	Card & cable included with computer equipment	Included	No Charge
1	Crossover Cable	Crossover Cable included with SERVO	Included	No Charge
	System Setups Subtotal			**$14,800.00**
1	Scanner (refurbished)	Kodak i660 high-volume scanner - includes 30 day warranty	$24,500.00	$24,500.00
	Other Hardware Subtotal			**$24,500.00**
	Total Third-Party Hardware			**$39,300.00**
Professional Services [a]				
1	Professional Services	Project management and/or training	$30,000.00	$30,000.00
	Total Professional Services			**$30,000.00**
License and Support [b]				
1	First year license and support	License and support fee for the first year	$65,030.00	$65,030.00
	Total Software License and Support			**$65,030.00**
Total Acquisition Cost				
Total Price for Hardware				$1,747,690.00
Total Price for Software				$130,000.00
Total Price for Professional Services				$30,000.00
Total License & Support				$65,030.00
Shipping and Handling (Estimated)				$2,000.00
Solution Price				$1,974,720.00
BuyBoard Discount				($18,776.90)
Current Voting Equipment Buyback Discount [c]				($75,536.60)
Less Discount				($173,043.10)
State and Local Taxes [d]				$0.00
Purchase Price				$1,707,363.40

License and Support For Optional Items [b]				
4	Additional license and support	License and support fee years 2 to 5	$65,030.00	$259,520.00

Total Purchase Price (including Optional Items) **$1,966,883.40**

[a] Professional Services includes up to 15 days of training. Additional days must be purchased separately.
[b] Subsequent license and support fees will be billed annually.
[c] Current voting equipment will be collected by Hart at time of new equipment delivery.
[d] Taxes will be calculated in conjunction with the Client based on the final approved Pricing Quote.
[e] Discount based upon current inventory levels and valid through 12/31/14 if the purchase is made through the Buy Board.

Financing
(Note: Financing is estimated; exact payments will be calculated after credit approval.)
5 Year Term

Annual Interest Rate	Annual Payment
2.720%	$369,835.22

INITIAL

HART intercivic

Hart Voting Systems
Leasing Quote
Jefferson County, TX
Leasing Summary

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Lessee:	Jefferson County, TX	
Lease Structure:	Five (5) annual lease payments, in arrears with purchase option	
Equipment Lease Amount:	$1,707,363.40	Hart Voting Systems
Interest Rate:	2.720%	

Estimated Lease Payment Dates (Assume Deal Executed 12/31/14) *

1st Payment	12/31/2015	$369,835.22
2nd Payment	12/31/2016	$369,835.22
3rd Payment	12/31/2017	$369,835.22
4th Payment	12/31/2018	$369,835.22
5th Payment	12/31/2019	$369,835.22

* Final Payment amounts and schedule to be determined by Lessor after credit approval.

HART intercivic

MEMORANDUM

To: Jefferson County, Texas
From: Phillip W. Braithwaite, CEO
Date: November 18, 2014
Re: Proposal for Implementation of Hart Voting System

Pursuant to our conversation regarding the potential acquisition of a Hart Voting System by the County, I am pleased to offer you the following proposal:

- County to acquire the eSlate® voting system via Buy Board.
- County to lease the purchase price of the eSlate voting system via a partnership of Hart and Leasing Company (*subject to their credit approval*).

In the future, if the County elects to procure Hart's Verity™ system, then the County may elect to terminate its eSlate Voting System lease after the third annual lease payment is made. Should it choose this option, the County will return its used eSlate voting equipment to Hart, and Hart will provide the funds required to settle the remaining lease obligation.

Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

INVOICE NO.	PAGE
909085	1
INVOICE DATE	
10/06/14	

BILL TO: Jefferson County, Texas
County Clerks Office
1149 Pearl St

Beaumont, TX 77704-3638

SHIP TO: Jefferson County, Texas
County Clerks Office
1149 Pearl St

Beaumont, TX 77704-3638

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP	SHIP VIA
110164	HMA/FMA 2015-2015	NET 90 DA	991781	2861	ES&S DEL

QTY ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC %	EXTENDED PRICE
	Coverage Date 01/01/15-12/31/15			
	Election Ref: NA			
30.00	Bronze HDW Mtc-IVO	56.000000	EA	1,680.00
425.00	Bronze HDW Mtc-IVO	57.120000	EA	24,276.00
1.00	Firmware Usage Agrmt-650	353.940000	EA	353.94
30.00	Firmware Usage Agrmt-iVotronic	30.000000	EA	900.00
425.00	Firmware Usage Agrmt-iVotronic	31.620000	EA	13,438.50
1.00	Gold-HDW Mtc/Support-650	2705.040000	EA	2,705.04

0	USD	.00
		.00
		.00
		.00
FREIGHT DISCOUNT		.00
SHIPPING & HANDLING		43,353.48
TOTAL		USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
909085	110164	43,353.48 USD

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

Election Systems & Software
(877) 377-8683

TX TX1

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INVOICE NO.	PAGE
917467	1
INVOICE DATE	
12/04/14	

Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

BILL TO: Jefferson County, Texas
County Clerks Office
1149 Pearl St

Beaumont, TX 77704-3638

SHIP TO: Jefferson County, Texas
County Clerks Office
1149 Pearl St

Beaumont, TX 77704-3638

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP	SHIP VIA
110164	SMA 2015-2016	NET 90 DA 1	002301	2861	ES&S DEL

QTY. ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC. %	EXTENDED PRICE
	Coverage Date 02/28/15-02/28/16 Election Ref: NA			
1.00	Sftw Maint Agrmt-Unity EDM Election Data Manager	2690.630000	EA	2,690.63
1.00	Sftwr Maint Agrmt-BOD Ballot on Demand	1076.250000	EA	1,076.25
1.00	Sftwr Maint Agrmt-Unity BIM Ballot Image Manager	2152.500000	EA	2,152.50
1.00	Sftwr Maint Agrmt-Unity ERM Election Reporting Manager	1722.000000	EA	1,722.00
1.00	Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager	10762.500000	EA	10,762.50
1.00	Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager	2587.730000	EA	2,587.73

0	USD	.00
		.00
		.00
		.00
FREIGHT DISCOUNT		.00
SHIPPING & HANDLING		20,991.61
TOTAL		USD

INVOICE NO	ACCOUNT NO	AMOUNT
917467	110164	20,991.61 USD

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

TX TX1

Election Systems & Software

ABA Routing No: 071000039
Account No: 5800923558

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES FOR THE EDUCATION OF PHARMACY TECHNICIAN STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

CONTENT

I. AGREEMENT

II. LAMAR INSTITUTE of TECHNOLOGY

III. CLINICAL AFFILIATE RESPONSIBILITY

IV. TERMS OF AGREEMENT

AFFILIATION AGREEMENT
between
LAMAR INSTITUTE OF TECHNOLOGY
and
JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by for and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.

2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.

3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.

4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.

5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.

6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.

7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.

8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:

a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;

b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;

c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);

d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.

e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

a. Names of students;

b. Name(s) of faculty;

c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.

4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.

5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.

6. The individual student is responsible for equipment damaged or broken due to the student's negligence.

7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.

8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.

9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.

2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.

3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.

4. Charge no fees for clinical laboratory practice.

5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of October 26, 2016 through October 25, 2017. This agreement will automatically renew unless terminated as provided hereinabove.

By: **Program Director**

Pharmacy Technician

_____Date_____

Lamar Institute of Technology

Department Chair, Allied Health and Sciences

_____Date _____

By: Clinical Affiliate, Chief Administrator

_____ Date: _____

Vice President of Academic Affairs

_____Date_____

Lonnie L. Howard, PhD.
President, Lamar Institute of Technology

_____Date_____

_____ Date_____

Judge Jeff R. Branick
Jefferson County Judge

Children's Advocacy
Interagency Agreement
Jefferson County

This agreement made by and between the undersigned agencies.
Witnesseth That:

Whereas, child abuse is recognized as a significant national problem and realizing that the justice system must respond appropriately to the child victim, and

Whereas, a memorandum of understanding executed under this Interagency Agreement from the Texas Family Code 264.403(b) shall include the agreement of each participating entity to cooperate in:

(1) developing a cooperative, team approach to investigating child abuse;
(2) reducing, to the greatest extent possible the number of interviews required of a victim of child abuse to minimize the negative impact of the investigation on the child; and
(3) developing, maintaining, and supporting, through the center, an environment that emphasizes the best interests of children and that provides investigatory and rehabilitative services.

Whereas, the Garth House, Mickey Mehaffy Children's Advocacy Program, Inc. has been established in Beaumont, TX and as a non-profit that raises its own funds, and

Whereas, Jefferson County has developed a multidisciplinary team approach to the investigation of child sexual and physical abuse that protects the children of Jefferson County from further victimization caused by excessive interviews and lack of communication between agencies, and

Whereas, by recognizing that the Garth House, Mickey Mehaffy Children's Advocacy Program, Inc. continues to provide a protected and safe environment in which children are interviewed, and

Whereas, the clients seen at the Garth House, Mickey Mehaffy Children's Advocacy Program, Inc. are seen on a referral basis from law enforcement and Child Protective Services and are offered services without regard to race, sex, religion, national origin, or disability, and

Now, therefore, the undersigned agencies have agreed to continue to support the concept, philosophy and development and utilization of the Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

Jefferson County

Name/Agency	***Date***
Judge Jeff Branick – Jefferson County Judge	
Bob Wortham - Jefferson County District Attorney	
Sheriff Mitch Woods – Jefferson County Sheriff Office	
Chief James P. Singletary – Beaumont Police Department	
Marshall Norman Reynolds, Jr. - Groves Police Department	
Chief Darrell Bush – Nederland Police Department	
Interim-Chief Weldon Dunlap- Port Arthur Police Department	
Chief Paul Lemoine – Port Neches Police Department	
Chief Roberto Flores – Beaumont ISD Police Department	
Kristene Blackstone – DFPS Assistant Commissioner of CPS	
Beth Engelking – DFPS Assistant Commissioner of APS	
Jean Shaw – DFPS Assistant Commissioner of CCL	
Brenda Garison – Child Abuse & Forensic Services	

_____ _____

Misty Craver – Jefferson County Victims Assistance

_____ _____

Paul Trevino – Chief Executive Officer
CHRISTUS Southeast Texas Health System

_____ _____

Vernice Monroe – Interim-Director CASA of S. E. Texas

_____ _____

Ed Cockrell – Jefferson County Juvenile Probation

_____ _____

Julie H. Prudhome , M.A., LPC-S – Clinical Director,
Garth House Mickey Mehaffy Children's Advocacy Program, Inc.

_____ _____

Marion Tanner – Executive Director,
Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

AGENDA ITEM **September 26, 2016**

Consider, possibly approve, authorize the County Judge to execute and receive and file Property Tax Agreement between Jefferson County and ExxonMobil Oil Corporation regarding the ExxonMobil "BLADE" project at the ExxonMobil Beaumont Refinery pursuant to Sec. 312.401, Texas Tax Code.

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Exxon Mobil Oil Corporation (hereinafter sometimes referred to as "ExxonMobil" OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the ExxonMobil Beaumont Refinery Complex Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated July 20, 2015 (hereinafter referred to as the "REINVESTMENT ZONE"

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Light Atmospheric Distillation Expansion processing facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the ExxonMobil Beaumont Refinery Complex Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of ExxonMobil, the Company.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE ExxonMobil Beaumont Refinery Complex REINVESTMENT ZONE, WHICH ADOPTED THE referenced REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Affiliate**"** of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value**"** means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost, estimated to be in excess of $1,500,000,000 ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2023 which is expected to result from the Exempt Property Excess. It is understood and agreed that ExxonMobil will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an

exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Payment in Lieu of Taxes" If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2023 and shall terminate on December 31, 2032, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2020, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2023), maintain a level of not less than 50 new full-time jobs, using headcount as of January 1, 2020 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 45 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 45 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline

beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement $s
A2 = revised Abatement $s
E1 = 50 full-time jobs
E2 = revised employee count
A2 = A1 x (E2/E1)

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;

c. Construct the PROJECT with an estimated investment in excess of $1,500,000,000;

d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

(i) Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

(ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over $1 million, a justification for such purchase shall be included in OWNER'S annual

letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

ii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials. Owner agrees that he will provide sufficient notice and information regarding to project to qualified local contractors to enable them to submit bids for materials in the early procurement processes

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;

h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

i Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

(i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

(ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

(iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

(iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid *(i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to $4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable;

b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2016, (year abatement executed) as set forth on attached Exhibit "B", and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is understood and agreed that if, with respect to any tax year during the abatement, the Owner prevails in an action to contest the appraised value of any and all industrial realty

improvement accounts that pertain to this agreement on the basis of unequal appraised as defined by Property Tax Code Section 42.26, the following will occur:

the abatement will be recalculated for any adjustments due to the contract floor; and,

the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism,

and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Exxon Mobil Corporation
Property Tax Department
P. O. Box 53
Attention: Property Tax Agent, Craig E. Mann

Houston, TX 77001-0053

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
1149 Pearl Street
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

16. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

17. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of

any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

18. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

19. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the __ day of _____, 201__.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR THE OWNER:

Fernando Salazer, Beaumont Refinery Manager
Exxon Mobil Oil Corporation

EXHIBIT A "Description of Project"

ExxonMobil Oil Corporation proposes to expand the Beaumont Refinery's distillation capacity by constructing a new crude fractionation tower, a new diesel hydro-treating unit, and a new jet hydro-treating unit on unimproved land within the Applicant's existing Beaumont, Texas, Refinery Complex (the "Project"). The proposed Project facility would allow for additional production of petroleum intermediate products and high quality ultra-low sulfur fuels.

The proposed improvements will include all process facilities, infrastructure and auxiliary equipment and any other infrastructure additions related to the processing unit facility, including but not limited to:

Significant components of the proposed expansion would include:

- Fractionation Units, including a Crude Distillation Tower
- Process Heaters
- Reactors
- Towers, Drums & Other Vessels
- Storage Tanks
- Pumps
- Compressors
- On-site Piping & Connections to existing piping
- Analyzers
- Instrumentation & Controls
- Cooling Tower
- Condensers & Heat Exchangers
- Flare System
- Scrubbers
- Strippers
- Benzene Recovery Unit
- Desalters
- Wharves
- Buildings

The proposed project would be constructed on approx. 6.9 acres of land located within the Beaumont Refinery complex, which is contained within the ExxonMobil Beaumont Refinery Complex Reinvestment Zone.

It is estimated to employ approximately 1,850 construction workers during peak periods. In addition, about 50 permanent jobs would be added to the company's workforce of 2,000 employees currently located in the Beaumont area.

Exhibit "B"
"Tax Abatement Schedule"

Tax Year		Abatement Percentage
1.	2023	100%
2.	2024	100%
2.	2025	100%
3.	2026	100%
4.	2027	100%
6.	2028	100%
7.	2029	100%
8.	2030	100%
9.	2031	100%
10.	2032	100%

EXHIBIT C "Base Year Property"

This base year taxable value as certified will be attached as part of this Exhibit "C", with the consent of the parties, when same is calculated and adopted and certified by the Jefferson County Appraisal District.

EXHIBIT "D" – "Reinvestment Zone"

Notice of Meeting and Agenda and Minutes
July 20, 2015

SPECIAL, 7/20/2015 1:30:00 PM

BE IT REMEMBERED that on July 20, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

Tim Smith

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

Theresa Goodness, Chief Deputy

AGENDA ITEM **July 20, 2015**

Consider, possibly approve, execute, receive and file an order creating the ExxonMobil Beaumont Refinery Complex Reinvestment Zone pursuant to Sec. 312.401, Texas Tax Code (the Property redevelopment and Tax Abatement Act.) (**Public Hearing was conducted with no comment on July 13, 2015.**)

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2015 on motion made by_____, Commissioner of Precinct No ____ , and seconded by_____ , Commissioner of Precinct No ___, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the **ExxonMobil Beaumont Refinery Complex Reinvestment Zone** facility in/near **Beaumont, TX** a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property, 1795 Burt Street, Beaumont, TX, 1795 Burt St., Beaumont, Jefferson County, Texas 77704, further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the ____ day of July, 2015.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of July , 2015.

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


WHARF C
WHARF A
WHARF B
COKER
COKER GAS PLANT
NORTH BASIN
Beaumont Chemical Plant
ADMIN
County Road
ExxonMobil

EXHIBIT E – "List of HUB/ DBE Companies"

Minority Business Directory

***Indicates certification as a HUB/DBE has been obtained.**

List to be provided by Jefferson County, per verbiage in the current Uniform Tax Abatement Policy

Exhibit "F"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "G" - AFFILIATES OF OWNER, as of January 1, 2016

Listing obtained from the Jefferson County Appraisal District

434725	CS MOBIL
390693	EXXON CHEMICALS AMERICA
480897	EXXON CHEMICALS AMERICA
480939	EXXON MOBIL CORPORATION
469979	EXXON MOBIL CORPORATION
474871	EXXON MOBIL CORPORATION
223188	EXXON MOBIL CORPORATION
189079	EXXONMOBIL CORP
189080	EXXONMOBIL CORP
355588	EXXONMOBIL CORP
431428	EXXONMOBIL CORP
453769	EXXONMOBIL CORP
480772	EXXONMOBIL OIL CORP
447235	EXXONMOBIL OIL CORPORATION
471934	EXXONMOBIL OIL CORPORATION
487060	EXXONMOBIL OIL CORPORATION
480966	EXXONMOBIL PIPELINE CO
223186	EXXONMOBIL PIPELINE CO
386754	INFINEUM USA LP
239758	INFINEUM USA LP
403980	MOBIL CHEMICAL CO
453770	MOBIL CHEMICAL CO
294291	MOBIL CHEMICAL CO - LDPE
444128	MOBIL PIPE LINE CO
480771	MOBIL PIPELINE CO
454180	MOBIL PROD TEX & NM INC
455688	NECHES RIVER TREATMENT CO
201305	NECHES RIVER TREATMENT CO
480776	NECHES RIVER TREATMENT CORP
480896	STATE STREET BANK & TRUST CT
418800	TEXAS SEA RIM PIPELINE INC
480870	WILMINGTON TRUST CO

Minority Business Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
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Beaumont, TX 77703
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Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
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*Stephanie Clark
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Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
Fax: 409-790-4218

Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
Home: 409-832-8626
Cell1: 409-617-1862
Cell2: 409-338-9907
Fax: 409-833-3230

Raymon and Sharonne Morris
Morris and Morris Floor Covering
4515 Ironton
Beaumont, TX 77703
Home: 409-833-5011
Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
Tel1: 409-982-3528
Tel2: 409-982-3529

David Leaven / Marcus Frank
F & L Computer Solutions
P.O. Box 328-A
Winnie, TX 77665
Tel: 409-351-1256

Consultant

Felicia Young, Owner
Five Star Business Solutions
Tel: 409-466-6038

Contractors /Construction Services/Community Development/ Home Builders

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
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Beaumont, TX 77705
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Fax: 409-842-9141
Cell: 409-338-0832

*Bruce's General Construction, Inc.
1175 Reynolds Rd
Beaumont, TX 77707
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Celestine's Construction
510 Palm St.
Beaumont, TX 77705
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*Christene Sonnier
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Port Neches, TX 77651
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Port Arthur, TX 77640
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Wise Barricades
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Joe Wheaton Construction Co.

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Ories Holmes Construction
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Paul Buxie
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Perkins brown
Brown Fencing & construction
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R. Anthony Lewis II
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Kenebrew Masonary
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LG Supplies
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Copy Services

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Clinton Ford
Clint's Maintenance and Repairs
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Beaumont, TX 77708
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Industrial Consultant

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Fax: 813-994-9557
Email: glennjwalters@aol.com

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Lora Brooks Francis
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Cell: 409-289-0945

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Tarik Cooper
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Thelma Jefferson
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Investment

Connie D. Gist
EdwardJones
4414 Dowlen Road, Suite 102
Beaumont, TX 77706
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Toll Free1: 888-368-2620
Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
B & A Lawn Care Service
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Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
The Garden of Gethsemane
Tel: 409-842-2773

Logistic

*Ray Deshotel
Beaumont Warehouse-Transportation
P.O. Box 20477
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Fax: 409-883-4208
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Maintenance

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Misc.

Clarence C. Jones
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Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
Area Impressions Caps & T's
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Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
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Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control
Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Petroleum Testing/Marine Barge/Ship Inspection

* Tiffany Liepke, President
Chemical and Petrochemical Inspections L.P.
5300 39th Street – P.O. Box 387
Groves, TX 77619
409-962-1318
Mobile: 409-460-0484
Email: liepke@cpilaboratory.com
Website: cpilaboratory.com

Photography

Harold's Photography
2705 S. Fourth St
Beaumont, TX 77705

Tel: 409-794-5376
Fax: 409-842-4143
Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
Photographer & Videographer
2906 Roberts St.
Beaumont, TX 77701
Tel: 409-842-3903

Sonny Perkins
Sonny's Video
2290 Morrison
Beaumont, TX 77701
Tel: 409-832-9380

Plumbing

A.J.
Martha's Sewage and Drainage Service
2370 Columbia Street
Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications
Angel San Juan
KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs
Spotlight Magazine
P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus

755 S. 11th Street, Suite 102
Beaumont, TX 77701
Tel: 409-833-9421
Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
BGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
Tel: 409-833-0303
Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio
2531 Calder Ave.
Beaumont, TX 77702
Tel: 409-833-0990
Fax: 281-424-7588

Tracie Payne
CUSH Magazine
P.O. Box 22197
Beaumont, TX 77720
Tel: 409-212-1111
Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
WGN Procurement
2626 South Loop West, Suite 545
Houston, TX 77054
Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
Synergy International Realty
2955 Laurel St.
Beaumont, TX 77702

Tel: 409-835-1111
Fax: 409-866-5463
Email: drvinnie@sbcglobal.net

Kim Fenner
ERA Team REALTORS
2396 Eastex Freeway
Beaumont, TX 77703
Tel: 409-898-0701
Fax: 409-898-8591
Cell: 409-893-0735
Email: kim.fenner@era.com
Website: www.erateamrealtors.com

Mr. Pat Gibbs
G-Team Real Estate
3229 Washington Blvd.
Beaumont, TX 77705
Tel: 409-832-2500
Fax: 409-832-2515
Email: phgibbs@sbcglobal.net

Mrs. Dee Richard Chavis
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395

Email: drealestate@ft.rr.com

Mrs. Willie Mae Thomas
Five Brothers Investments
6140 W. Windemere Dr.
Beaumont, TX 77713
Tel: 409-898-4100
Cell: 409-201-0777
Fax: 409-898-4090
Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
Insurance- Real Estate- Construction
2875 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-3444
Fax: 409-842-9770
Cell: 409-338-1365
Email: kyles@aol.com

Restaurants

Floyd & Carol Dixon
Southern Delight Restaurant
3195 Washington Blvd.
Beaumont, TX 77705
Tel: 409-840-5025

Frank Owens, Proprietor
Dairy Queen
3755 College St.
Beaumont, TX 77701
Tel: 409-838-4723

Nolan Hines, Jr.
Taste of Orleans
672 Orleans St.
Beaumont, TX 77701
Tel: 409-833-9460
Cell: 409-553-4632
Fax: 409-833-9470
Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
Norman & Norman Roofing
Beaumont, TX

John Tel: 409-454-8586
Lawrence Tel: 409-838-4266

Sanitary Supply

Armstead Price, Owner
MVP Janitorial Inc.
5430 Concord Road, Suite A
P.O. Box 22961-2961
Beaumont, Tx 77720
Tel: 409-347-4100
Cell: 409-454-5100

*S and S – Enterprises
PO Box 1983
Beaumont, TX 77704
Tel: 409-842-0594
Fax: 409-842-0594
Pager: 409-726-3624

The Invisible Armor
Tammy Powell
P.O. Box 22492
Beaumont, TX 77720
Tel: 409-840-9801
Fax: 409-840-9815
Email: www.iarmor.net

Trophies

*Harold Williams & Sherrie Charles
AAA Trophy Shop & Etc.
4570 Highland Ave
Beaumont, TX 77705
Tel: 409-651-6050
Fax: 409-842-6473
Email: aaatrophyshop@yahoo.com

Trucking/Heavy Hauling

Alex J. Jeanmard
J&J Trucking
Tel: 409-833-3026

Erwin Charles
Charles Trucking
Tel: 409-835-5805

Delisa Bean
Dawn Express
2005 Broadway, Suite 113
Beaumont, TX 77702
Tel: 409-212-8222

Frank Patillo
Frank Patillo Trucking
Tel: 409-833-0804

Gerald Castille
G&S Trucking & Mowing
Tel: 409-832-8347

Chris Gobert
Gobert Trucking Company
Tel: 409-838-5079

Jerry P. Bernard
Bernard's Trucking
Tel: 409-842-1259

Joseph Charles
J&P Trucking
Tel: 409-835-3119

Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
Roland Eaglin Trucking
Tel: 409-835-0100

Wrecker Services
Mr. Chuck Guillory
Chuck's Wrecker Service
2945 Blanchette Service
Beaumont, TX 77701
Tel: 409-832-8228
Fax: 409-833-8348

Tommy Guillory
Guillory's Wrecker Services
4020 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-5106
Bernard Simon

Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

BEAUMONT
TEXAS

October 3, 2016

RON WESTPHAL
JEFFERSON COUNTY ENGINEERING
1149 PEARL 5TH FL
BEAUMONT TX 77701

ETJ plat

Dear Mr. Westphal:

Please see the Minor Plats of Dishman-Henslee Addition and Frank's Addition No. 1 These plats are located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and were submitted to my office under the "one stop" agreement with the county. Please place these plats on the County Commissioner's Agenda at your earliest convenience. The City of Beaumont's Planning and Zoning Division is satisfied with the plats as submitted.

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 409-785-4750 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 409.880.3110
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov

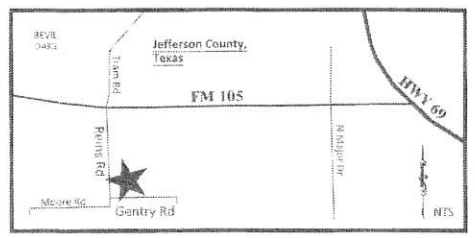
Minor Plat of
Franks Addition No. 1

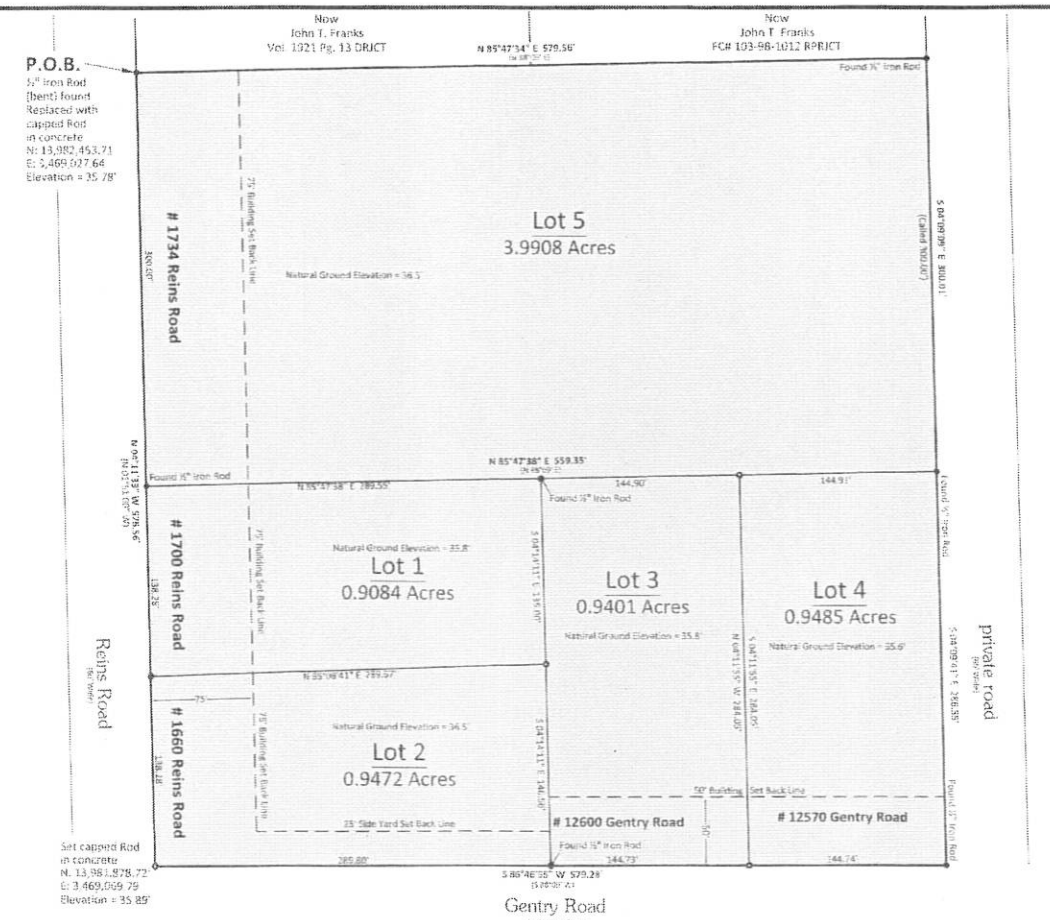
Lot 1: 0.9084 Acres
Lot 2: 0.9472 Acres
Lot 3: 0.9401 Acres
Lot 4: 0.9485 Acres
Lot 5: 3.9908 Acres

Being out of and a part of Tract I and all of Tracts II - VII as described in County Clerk's File No. 2016019181, OPRJCT and being all of that called 3.9901 acre tract as described in County Clerk's File No. 2016028427, OPRJCT

Out of the
EMERY RAINS SURVEY
ABSTRACT NO. 44
Beaumont, Jefferson County, Texas

SCALE: 1" = 60'
30 90
0' 60 120





Field Note Description

Being a 7.735 acre tract of land out of the Emery Rains Survey, Abstract No. 44, being part of Tract I - Called 1.72 Acres and all of Tract II - Called 0.38 Acres, Tract III - Called 0.40 Acres, Tract IV - Called 0.40 Acres, Tract V - Called 0.41 Acres, Tract VI - Called 0.41 Acres and Tract VII - Called 0.46 Acres, tracts of land described in an instrument to Jeff Franks, recorded in Clerk's File No. 2016019181 in the Official Public Records of Jefferson County, Texas, and being all of that called 3.9901 acre tract of described in an instrument to Jeff Franks, recorded in Clerk's File No. 2016028427 in the Official Public Records of Jefferson County, Texas, said 7.735 acre tract being more fully described as follows:

Note: All bearings are herein based on the Texas State Plane Coordinate System - 4204 - Texas South Central Zone, with a scale factor of 0.99993539392 and convergence mapping angle of 0°21'05.2" at N: 13,982,453.71 E: 3,469,027.64, all areas used, distances are based on surface measurements. Called bearings ( ) from deed.

Beginning at a ½" capped "Access" Rod set, replacing a found bent ½" Rod, for the Northwest corner of the said 3.9901 acre tract and in the East Right-of-Way line of Reins Road (60' Wide) and being the Northwest corner of the herein described tract;

Thence N 85°47'34" E (N 88°09' E) along the North line of the herein described tract and the North line of said 3.9901 acre tract for a distance of 579.56 feet to a ½" Rod found for the Northeast of the said 3.9901 acre tract and the Southeast corner of the herein described tract, being in the West line of a 60' private road;

Thence S 04°08'06" E along the East line of the said 3.9901 acre tract and the West line of said private road for a distance of 300.01 feet to a ½" Rod found for the Southeast corner of the said 3.9901 acre tract;

Thence S 04°09'51" E (S 01°48' E) and with the West line of said 60' private road and the East line of Tract VI and Tract VII, for a distance of 286.56 feet to a ½" Rod found for the Southeast corner of the herein described tract, being in the North Right-of-Way line of Gentry Road (a public roadway);

Thence S 85°46'35" W (S 88°09' W) along and with the South line of said Tract VI and the North Right-of-Way of said Gentry Road for a distance of 579.28 feet to a ½" capped "Access" Rod set for the Southwest corner of said Tract I, being the intersection of the North Right-of-Way line of said Gentry Road and the East Right-of-Way line of said Reins Road and being the Southwest corner of the herein described tract;

Thence N 04°11'33" W (N 01°51' W) along and with the East Right-of-Way line of said Reins Road for a distance of 576.56 feet to the POINT AND PLACE OF BEGINNING, containing 7.735 acres of land, more or less.

Surveyor's Notes:

(1) All bearings and coordinates are based on the NAD83 Texas State Plane Coordinate System, Texas South Central Zone (4204) in US survey feet. All distances are based on surface measurements. Elevations based on NAVD88 datum and referenced to Trimble VRS network, using GEOID model 12B. Tied to a known NGS Benchmark, Designation DH0017, PID DH0109 Elevation = 23.7' (feet)

(2) No underground utilities or other improvements were located or shown as a part of this survey.

(3) The Subdivision lies within the Planning Area of the City of Beaumont. As such, Jefferson County construction regulations & standards apply.

(4) A 5' building setback lines apply to the North lines of lots 1, 3 & 4.

FEMA FLOOD PLAIN NOTE:

Platted parcel(s) of this subdivision lies within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 480389 0110 C, dated August 6, 2002 and 480389 0130 C, dated November 20, 1991. FEMA Flood Zone X is described by FEMA as areas determined to be outside 500 year floodplains.

Firm No. 10136400
Access Surveyors
Commercial - Industrial - Residential
505 South Fourth Street - Beaumont, Texas 77701
Telephone (409) 838-0222 Facsimile 838-6222
www.access-surveyors.com § rob5163@aol.com
File: 18264 Franks Addition § Bliss Sims 9-20-16

SURVEYOR'S CERTIFICATE:

I, JOE A MATTOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY OF THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

JOE A. MATTOX
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5535

SUBSCRIBED AND SWORN TO BEFORE ME BY JOE A MATTOX AND GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20TH DAY OF September A.D. 16

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES 06-08-2020

CASSIE BLISS SIMS
Notary Public, State of Texas
Comm. Expires 06-08-2020
Notary ID 129018368
[NOTARY SEAL]

CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

APPROVED THIS THE _____ DAY OF _____ 20 ____
BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS

PLANNING COMMISSION CHAIRMAN

ATTEST: SECRETARY

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

CERTIFICATE OF COUNTY DIRECTOR OF ENGINEERING:

I, _____, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS.

DIRECTOR OF ENGINEERING

CERTIFICATE OF COUNTY APPROVAL, TO WIT:

STATE OF TEXAS
COUNTY OF JEFFERSON

Approved by the Commissioners' Court of Jefferson County, Texas on the _____ day of _____, A.D. 20 ____, 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

DEVELOPMENT REGULATIONS NOTES:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

MUNICIPAL/ETJ NOTE
A PORTION OF THIS SUBDIVISION LIES WITHIN THE AREA OF EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT.

SCHOOL DISTRICT NOTE:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON SCHOOL DISTRICT

UTILITY NOTES:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: _____
GAS UTILITY SERVICE WILL BE PROVIDED BY: _____
WATER UTILITY SERVICE WILL BE PROVIDED BY: MEEKER MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: _____
CABLE UTILITY SERVICE WILL BE PROVIDED BY: _____

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.

INDIVIDUAL WATER SUPPLY NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM

WATER SUPPLY NOTES:
MEEKER MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM

MEEKER MUNICIPAL WATER DISTRICT, REPRESENTATIVE

PIPELINE EASEMENT NOTE:
ALL VISIBLE PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

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.

BENCHMARK NOTE:
Benchmark: Shown hereon as iron rods set in concrete, labeled with Texas State Plane coordinates and elevations.

Legend

POB	Point of Beginning	⊠	Water Meter
POC	Point of Commencing	⊗	Water Valve
( )	Deed Call	○	SET 1/2" Rod with Yellow Plastic Cap Stamped "ACCESS SURVEYORS" (unless noted otherwise)
OPRJCT	Official Public Records of Jefferson County, Texas		
DRJCT	Deed Records of Jefferson County, Texas	•	Point for Corner
CF	County Clerk's File No.	----------	Barbed Wire Fence
	Utility Pole	----------	Overhead Electric

Required Clear Space for an On-Site Sewage Facility (OSSF)

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 Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5140
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: EXAMPLE - consult the TCEQ Regulations for proper sizes

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That I, Jeff Franks, owner of 7.735 acres of land out of the Emery Rains Survey, Abstract No. 44, Jefferson County, Texas, as conveyed to me by deed dated June 22, 2016, and recorded in County Clerk's File No. 2016019181 and 2016028427, Jefferson County Official Public Records, DO HEREBY SUBDIVIDE 7.735 acres of land out of the Emery Rains Survey, Abstract No. 44, to be known as the Franks Addition No. 1, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public, any streets and easements shown hereon.

WITNESS MY HAND, this 20TH day of September A.D., 20 16

BY: Jeff Franks
OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Franks (owner's name) known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20TH day of September A.D., 20 16

BY: Carrie Bliss Sims
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CASSIE BLISS SIMS
Notary Public, State of Texas
Comm. Expires 06-08-2020
Notary ID 129018368

BEAUMONT
TEXAS

October 3, 2016

RON WESTPHAL
JEFFERSON COUNTY ENGINEERING
1149 PEARL 5TH FL
BEAUMONT TX 77701

ETJ plat

Dear Mr. Westphal:

Please see the Minor Plats of Dishman-Henslee Addition and Frank's Addition No. 1 These plats are located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and were submitted to my office under the "one stop" agreement with the county. Please place these plats on the County Commissioner's Agenda at your earliest convenience. The City of Beaumont's Planning and Zoning Division is satisfied with the plats as submitted.

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 409-785-4750 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 409.880.3110
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov

Minor Plat of

Dishman - Henslee Addition No. 1

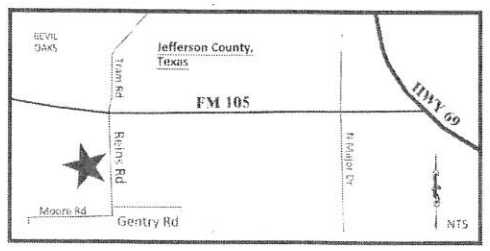
Lot 1: 2.5947 Acres
Lot 2: 2.5947 Acres
Lot 3: 2.5952 Acres

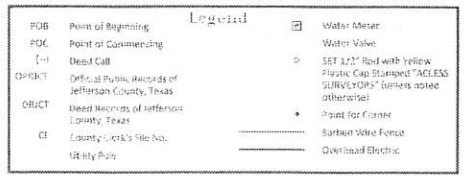
being all of a called 7.782 acre tract of land
as described in County Clerk File No. 2016024075, OPRJCT

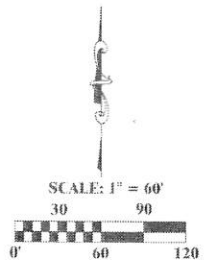
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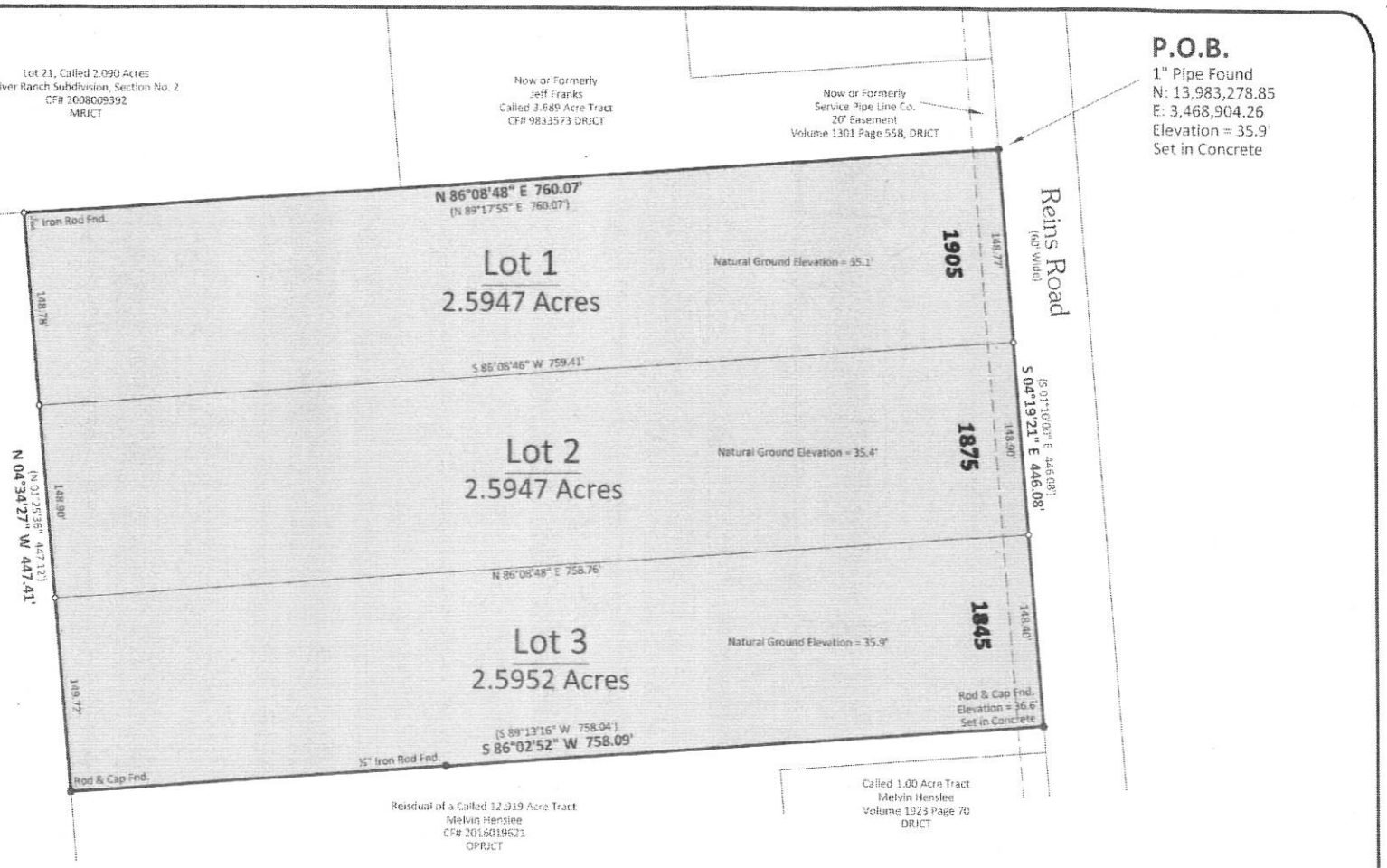
DAVID CHOATE LEAGUE
ABSTRACT NO. 11

Beaumont, Jefferson County, Texas









Required Clear Space for an On-Site Sewage Facility (OSSF)

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 Dwelling (1 or 2 Bedrooms) < 1500 sq. ft	225	9428	180	5043
Single Family Dwelling (2 Bedrooms) < 2500 sq. ft	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (3 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (5 Bedrooms) < 9800 sq. ft	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes.

Field Note Description

Being a 7.7846 acre tract of land out of the David Choate League, Abstract No. 11, being all of a called 7.782 acre tract of land described in an instrument to Kevin H. Holmes, recorded in Clerk's File No. 2016054075 Filed August 31, 2016 in the Official Public Records of Jefferson County, Texas, said 7.7846 acre tract being more fully described as follows;

Note: All bearings are hereby based on the Texas State Plane Coordinate System - 4204 - Texas South Central zone, with a scale factor of 0.99995548725 and convergence mapping angle of 02°19'31" at N, 13,982,154.52 & E 3,469,349.57; all areas and distances are based on surface measurements. Called bearings () from deed.

Beginning at a 1" pipe found at the Northeast corner of said 7.782 acre tract, also being the Southeast corner of a called 3.689 acre tract of land described in an instrument to Jeff Franks, recorded in Clerk File No. 9833573 and being in the West Right-of-Way line of Reins Road (60' Wide), said 1" pipe found has a Texas State Plane Coordinate Value of Y = 13,983,278.85, and X = 3,468,904.26;

Thence S 04°19'21" E (S 01°25'35" E) along and with the East line of said 7.782 acre tract and the West Right-of-Way line of said Reins Road **for a distance of 446.08 feet** (446.08') to a rod and cap found for the Southeast corner of said 7.782 acre tract and the herein described tract;

Thence S 86°02'52" W (S 89°13'16" W) along and with the South line of said 7.782 acre tract **for a distance of 758.09 feet** (758.04') to a rod and cap found for the Southwest corner of said 7.782 acre tract and the herein described tract, being in the East line of a called 34.5 acre tract conveyed to Earl Duesler recorded in Volume 1893 Page 300 of the Deed Records of Jefferson County, Texas;

Thence N 04°34'27" W (N 01°25'35" W) along and with the West line of said 7.782 acre tract and the East line of said 34.5 acre tract **for a distance of 447.41 feet** (447.12') to a 5" iron rod found, being the Northwest corner of said 7.782 acre tract and the herein described tract, the Northeast corner of said 34.5 acre tract and in the South line of Lot 21 (called 2.090 acre tract) of the River Ranch Subdivision, Section No. 2, recorded in Clerk's File No. 2008009392 of the Map Records of Jefferson County, Texas;

Thence N 86°08'48" E (N 89°17'55" E) along and with the North line of said 7.782 acre tract and the South line of said Lot 21, passing the Southeast corner of said Lot 21 and the Southwest corner of Hale 3.689 acre tract **for a total distance of 760.07 feet (760.07') to the POINT AND PLACE OF BEGINNING, containing 7.7846 acres of land, more or less.**

Surveyor's Notes:

(1) All Bearings and coordinates are based on the NAD83 Texas State Plane Coordinate System, Texas South Central Zone (4204), all areas and distances are based on surface measurements. Elevations based on NAVD88 datum and referenced to Trimble VRS Network, using GEOID model 12B. Tied to a known RGS Benchmark, Designation "HMA017, PID DN6109, Elevation = 29.7' (feet).

(2) No underground utilities were located as a part of this survey.

(3) Jefferson County construction regulations & standards apply.

(4) BP Pipelines (North America), Inc. Commodity - Crude Oil, Diameter - 8.5", Pressure - Unknown

FEMA FLOOD PLAIN NOTE:

Platted parcel(s) of this subdivision lies within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 48245C0110C, dated August 8, 2007. FEMA Flood Zone X is described by FEMA as areas determined to be outside 500-year floodplain.

Firm No. 10194400
Access Surveyors
Commercial - Industrial - Residential
505 South Fourth Street - Beaumont, Texas 77701
Telephone (409) 838-6122 Facsimile 838-6122
www.access-surveyors.com § rpls1636@aol.com
File: 18329 § Bliss Sims 09-14-16

SURVEYOR'S CERTIFICATE:

I, JOE A MATTOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND. THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

JOE A MATTOX
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5535

STATE OF TEXAS · REGISTERED · JOE A. MATTOX · 5535 · PROFESSIONAL LAND SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME BY JOE A MATTOX AND GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15th DAY OF Sept. 20 16

Carrie Bliss Sims
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES 08-08-2020

CARRIE BLISS SIMS · Notary Public, State of Texas · Comm. Expires 08-08-2020 · Notary ID 129018358 · NOTARY SEAL

CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

APPROVED THIS THE _____ DAY OF _____ 20 ____
BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS

_____ PLANNING COMMISSION CHAIRMAN

_____ ATTEST: SECRETARY

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

CERTIFICATE OF COUNTY DIRECTOR OF ENGINEERING:

I, _____, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

_____
DIRECTOR OF ENGINEERING

CERTIFICATE OF COUNTY APPROVAL, TO WIT:

STATE OF TEXAS
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the _____ day of _____ A.D. 20 _____, 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

DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

MUNICIPAL/ETJ NOTE:

THIS SUBDIVISION LIES WITHIN THE PLANNING AREA OF EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT.

SCHOOL DISTRICT NOTE:

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN JEFFERSON SCHOOL DISTRICT.

UTILITY NOTES:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: _____
GAS UTILITY SERVICE WILL BE PROVIDED BY: _____
WATER UTILITY SERVICE WILL BE PROVIDED BY: MEEKER MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: _____
CABLE UTILITY SERVICE WILL BE PROVIDED BY: _____

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.

INDIVIDUAL WATER SUPPLY NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

WATER SUPPLY NOTES:

MEEKER MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

_____ MEEKER MUNICIPAL WATER DISTRICT, REPRESENTATIVE

PIPELINE EASEMENT NOTE:

ALL VISIBLE PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

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.

BENCHMARK NOTE:

Benchmark: Shown hereon as iron rods set in concrete, labeled with Texas State Plane coordinates and elevations.

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That we, Rodney L. Dishman, owner and Elizabeth Dishman, owner (half-interest) of 7.7846 acres of land out of the David Choate League, Abstract No. 11, Jefferson County, Texas as conveyed to us by deed dated June 24, 2016, and recorded in County Clerk File No. 2016031962, Jefferson County Official Public Records, DO HEREBY SUBDIVIDE 7.7846 acres of land out of the David Choate League, Abstract No. 11, in accordance with the plat shown hereon, subject to 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, this 15 TH day of Sept. A.D. 20 16

Rodney L. Dishman
RODNEY L. DISHMAN, OWNER

Elizabeth Dishman
ELIZABETH DISHMAN, OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Rodney & Elizabeth Dishman known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consider ations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 TH day of Sept. A.D. 20 16

By: Carrie Bliss Sims
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CARRIE BLISS SIMS · Notary Public, State of Texas · Comm. Expires 08-08-2020 · Notary ID 129018358

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That I, Melvin Hugh Henslee, owner (half-interest) of 7.7846 acres of land out of the David Choate League, Abstract No. 11, Jefferson County, Texas as conveyed to me by deed dated August 01, 2016, and recorded in County Clerk File No. 2016034035, Jefferson County Official Public Records, DO HEREBY SUBDIVIDE 7.7846 acres of land out of the David Choate League, Abstract No. 11, in accordance with the plat shown hereon, subject to 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, this 15 TH day of Sept. A.D. 20 16

Melvin Hugh Henslee
MELVIN HUGH HENSELEE, OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Melvin Hugh Henslee (owner's name) known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 TH day of Sept. A.D. 20 16

By: Carrie Bliss Sims
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CARRIE BLISS SIMS · Notary Public, State of Texas · Comm. Expires 08-08-2020 · Notary ID 129018358

Budget Accounts

Acct. #	Description	Vendor	Amount	Explanation
120-3059-421-	**Law Enforcement**			
50-77	Contractual Services	Dataworks Plus	41,333.00	Order due October

Regular, October 10, 2016

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 10, 2016