

Notice of Meeting and Agenda and Minutes
October 17, 2016

SPECIAL, 10/17/2016 1:30:00 PM

BE IT REMEMBERED that on October 17, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

Rod Carroll

Honorable Carolyn L. Guidry , County Clerk

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

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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 17, 2016

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **17th** 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 **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

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PURCHASING:

1. Consider and approve bid due date extension for (IFB 16-029/YS), Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County from 11:00 am CDT, Tuesday, November 1, 2016 to 11:00 am CDT, Tuesday, November 8, 2016.

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve award, execute, receive and file a contract for (IFB 16-027/JW), Road Improvements for Jefferson County Phase II (County Transportation Infrastructure Fund) with Brystar Contracting, Inc. for the base bid amount of \$97,119.00, Additive Alternate #1 in the amount of \$27,013.00, and Additive Alternate #2 in the amount of \$21,207.00; for a total of \$145,339.00. This project is funded by County Energy Transportation Reinvestment Zone (CERTZ).

SEE ATTACHMENTS ON PAGES 11 - 102

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve, execute, receive and file a renewal for (IFB 13-024/JW), Term Contract for Morgue Transport Service for Jefferson County with BJ Transport Service for a third one (1) year renewal from November 9, 2016 to November 8, 2017.

SEE ATTACHMENTS ON PAGES 103 - 103

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

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4. Consider and approve, execute, receive and file a renewal for (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County with AOSS Medical Supply, Certified Laboratories, Hygeia Enviro Clean, Inc., ICS Jail Supplies, Matera Paper Company, Inc., Professional Polish, Inc., Sanitary Supply Company, Inc., and SupplyWorks for a third additional one (1) year renewal from November 9, 2016 through November 8, 2017.

SEE ATTACHMENTS ON PAGES 104 - 111

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

5. Consider and approve, execute, receive and file Amendment II (two) to contract (RFP 12-032/JW), Re-bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County. This amendment will add one additional ATM at the Subcourthouse, 525 Lakeshore Drive, Port Arthur TX, 77640.

SEE ATTACHMENTS ON PAGES 112 - 112

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

6. Consider and approve, execute, receive and file Change Order No. 3 to (JOC 14-050/DC), with Construction Zone for Emergency Repairs of the Fire Alarm to remove 3 actuators and reinstall in 2 locations in the amount of \$4,517.97 for a new contract sum of \$826,024.78. This is in accordance with in accordance with TCPN Contract #R130203-TX-2464.

SEE ATTACHMENTS ON PAGES 113 - 113

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

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7. Consider and approve, execute, receive and file InfoPrint Maintenance Renewal 2016-2017 for Jefferson County with Sirius in the amount of \$25,712.92.

SEE ATTACHMENTS ON PAGES 114 - 118

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

8. Consider and approve several HVAC repairs located at the Ford Park E-Hall Meeting rooms and Central Plant in the amount of \$13,072.45 to ICM in accordance with the terms of IFB 15-023/YS. Funding will come from the Ford Park Operations Funds.

SEE ATTACHMENTS ON PAGES 119 - 121

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

9. Consider and possibly approve auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. to be held on Saturday, November 5, 2016.

SEE ATTACHMENTS ON PAGES 122 - 123

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

10. Consider and approve FY 2017 budget transfer - Elections - portion of the cost for a 1660 scanner. Total net cost of scanner is \$10,796. Remaining amount will be provided from the County Clerk Election Contract fund.

120-1034-414-6002	COMPUTER EQUIPMENT	\$1,602.00	
120-1034-414-3026	ELECTION SUPPLIES		\$1,602.00

SEE ATTACHMENTS ON PAGES 124 - 124

Action: NONE

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11. Consider and approve expenditures by the County Court at Law II in accordance with order pursuant to section 130.908 of Texas Local Government Code. Notary bonds for two employees in the amount of \$142.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

12. Consider and approve expenditures by the Constable Pct.4 in accordance with order pursuant to section 130.908 Texas Local Government Code for the purchase of 2017 Police SUV and related equipment for a cost up to \$30,000 after trade-in. Replacement of vehicle was in the approved budget.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

13. Consider and approve utilizing District Attorney build out project funds to add wiring and cameras for interrogation rooms associated with the Law Library portion of the project. Estimated cost is \$10,219. Additional equipment is within total project budget of \$110,000.

SEE ATTACHMENTS ON PAGES 125 - 126

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

14. Regular County Bills - check #426104 through checks #426399.

SEE ATTACHMENTS ON PAGES 127 - 136

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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COUNTY COMMISSIONERS:

15. Consider and possibly approve a request to refund the amount of \$50,000.00 that was previously donated to construct a kayak launch on the Jefferson County Drainage District #6 waterway near the Visitors Center.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

16. Consider and possibly approve a Resolution adopting a Code of Conduct for Procurement Processes pursuant to Sec. 5.1.2 of the Texas Department of Agriculture, 2016 TxCDBG Project Implementation Manual.

SEE ATTACHMENTS ON PAGES 137 - 139

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

17. Consider and possibly approve the appointment of Ms. Shirley Adams to the Board of Trustees of the Spindletop Center to fill the vacancy occasioned by the resignation of Mr. Tim Sudela. (Appointment by Judge Jeff Branick)

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

18. Receive and file executed Interagency Agreement between Jefferson County, Texas and the Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

SEE ATTACHMENTS ON PAGES 140 - 166

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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19. Consider approving a letter and authorizing its sending to individuals/organizations with events booked at Ford Park after 3/31/17.

SEE ATTACHMENTS ON PAGES 167 - 168

Action: TABLED

20. Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2016.

SEE ATTACHMENTS ON PAGES 169 - 170

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

21. Consider and possibly approve a Proclamation regarding Italian History Month.

SEE ATTACHMENTS ON PAGES 171 - 171

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

22. Consider and possibly approve a Proclamation for Down Syndrome Awareness Month.

SEE ATTACHMENTS ON PAGES 172 - 172

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

23. Receive and file executed Special Warranty Deed from Jefferson County to the City of Port Arthur for the transfer of property located at 246 Dallas Ave., Port Arthur, Texas for a public purpose.

SEE ATTACHMENTS ON PAGES 173 - 180

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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24. Consider and possibly approve Jefferson County Tourism Committee formally tabled Fall 2016 Hotel Occupancy Tax allocation recommendations. Requested Recommendation- Southeast Texas baseball Academy -\$20,100- \$21,000 -Southern Black Softball Association- \$5,000- Southern Black Softball Association - \$5,000

SEE ATTACHMENTS ON PAGES 181 - 181

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

25. Consider and possibly approve the Preliminary Plat and Construction Plans for Love's Subdivision which is within the Beaumont ETJ (extra-territorial jurisdiction) and has been approved by Beaumont Planning & Zoning. This property is located in Precinct No. 4 along Smith Road and I-10.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

26. Consider and possibly approve the Preliminary Plat and Construction Plans of Mid-County Industrial Park Phase I located along Highway 69 in Precinct No. 2.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
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MAINTENANCE (BEAUMONT):

27. Consider and possibly adopt a Resolution recognizing Bradley Davis for his 36 years of service to the Jefferson County Carpenter Shop/Maintenance Department and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 182 - 182

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Other Business:

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

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

**Jeff R. Branick
County Judge**

Contract

This agreement made this 17th day of October, 2016, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and Brystar Contracting, Inc. 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 Contractor.

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 **\$ 145, 339.00 (Includes: Base Bid Amount of \$97,119.00, Additive Alternate #1 for \$27,013.00, and Additive Alternate #2 for \$21, 207.00)** 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.

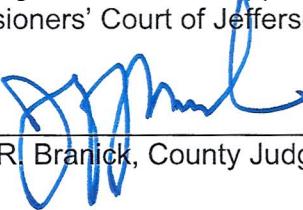
It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

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:

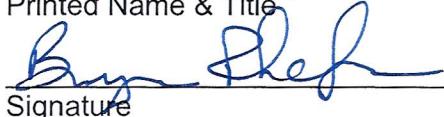


Don Rao, Director of Engineering

CONTRACTOR

Party of the Second Part

By: Bryan Phelps, President
Printed Name & Title


Signature

Brystar Contracting, Inc.
Firm/Company Name

ATTEST:


Carolyn L. Guidry, County Clerk

DATE: October 17, 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 L. 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 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," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or require 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 receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

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)
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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 (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 1(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 1(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 1010, 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:

For clarification of this offer, contact:

Company Name

Address

Name

City

State

Zip

Phone

Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

Bidder Shall Return Completed Form with Offer.

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/helr 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 Contactar.

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: _____

Carolyn L. Guidry, County Clerk

DATE: _____

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 WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2021		REMOVING CONC (CURB) Fifteen AND No	LF	466.00	\$6,990.00

Unit price for each linear foot of Concrete Curb Removed

Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
<u>BASE BID</u>							
	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 =	
<u>ADDITIVE ALTERNATE 1</u>							
	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 Bld Amount" shown on the Notice to the Bidder sheet		TOTAL ADD. ALT. 1 =	

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

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

CONFFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>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 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 178.006(a).</p> <p>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 178.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 178.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<p><input type="checkbox"/> 1 Name of vendor who has a business relationship with local governmental entity.</p> <p><input type="checkbox"/> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p> <p><input type="checkbox"/> 3 Name of local government officer about whom the information in this section is being disclosed.</p>		OFFICE USE ONLY
<p style="text-align: center;">Name of Officer</p> <p>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 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>		<p style="text-align: center;">Date</p>

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						
<p>This questionnaire reflects changes made to the law by H.B. 28, 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.</p>								
<input type="checkbox"/> 1 Name of Local Government Officer	OFFICE USE ONLY							
<input type="checkbox"/> 2 Office Held	Date Received							
<input type="checkbox"/> 3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code								
<input type="checkbox"/> 4 Description of the nature and extent of employment or other business relationship with vendor named in Item 3								
<input type="checkbox"/> 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).	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black; padding: 2px;">Date Gift Accepted _____</td> <td style="width: 70%; border-bottom: 1px solid black; padding: 2px;">Description of Gift _____</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;">Date Gift Accepted _____</td> <td style="border-bottom: 1px solid black; padding: 2px;">Description of Gift _____</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;">Date Gift Accepted _____</td> <td style="border-bottom: 1px solid black; padding: 2px;">Description of Gift _____</td> </tr> </table> <p style="text-align: center; margin-top: 5px;">(attach additional forms as necessary)</p>		Date Gift Accepted _____	Description of Gift _____	Date Gift Accepted _____	Description of Gift _____	Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____							
Date Gift Accepted _____	Description of Gift _____							
Date Gift Accepted _____	Description of Gift _____							
<input type="checkbox"/> 6 AFFIDAVIT	<p>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.</p>							
Signature of Local Government Officer								
APPLIC NOTARY STAMP / SEAL ABOVE								
<p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p>								
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: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

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

 Printed Name of HUB _____ Signature of Representative _____ Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This Information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

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	
勞工, Common.....	\$ 11.02	
勞工, 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.

END OF GENERAL DECISION

Bid Form

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
<u>BASE BID</u>							
	0110	2001		EXCAVATION (ROADWAY) <u>Twenty-five</u> DLRS AND <u>NO</u> CENTS	CY	38.80	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") <u>One Hundred Thirty</u> DLRS AND <u>NO</u> CENTS	SY	697.30	\$ 90,649.00
	0500	2001		MOBILIZATION <u>One thousand five hundred</u> DLRS AND <u>NO</u> CENTS	LS	1.00	\$ 1,500.00
	0502	2001		BARRICADES, SIGNS AND TRAF HANDLING <u>Two thousand</u> DLRS AND <u>NO</u> 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
<u>ADDITIVE ALTERNATE 1</u>							
	0110	2001		EXCAVATION (ROADWAY) <u>Twenty-five</u> DLRS AND <u>NO</u> CENTS	CY	11.40	
	0361	2017		FULL-DEPTH REPAIR CPJR (6") <u>One hundred Thirty</u> DLRS AND <u>NO</u> CENTS	SY	205.60	\$ 26,720.00
				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)

<u>ADDITIVE ALTERNATE 2</u>								
	0110	2001	EXCAVATION (ROADWAY)	CY	9.00			
			<u>Twenty-five</u> DLRS					
			AND <u>NO</u> CENTS			\$ 225.00		
	0361	2017	FULL-DEPTH REPAIR CPJR (6")	SY	161.40			
			<u>One Hundred Thirty</u> DLRS					
			AND <u>NO</u> CENTS			\$ 20,982.00		
			Note - This total should match the "Total Additive Alternate 2 Bid Amount" shown on the Notice to the Bidder sheet					
			<u>ADDITIVE ALTERNATE 3</u>					
	0110	2001	EXCAVATION (ROADWAY)	CY	13.10			
			<u>Twenty-five</u> DLRS					
			AND <u>NO</u> CENTS			\$ 235.00		
	0361	2017	FULL-DEPTH REPAIR CPJR (6")	SY	236.50			
			<u>One Hundred Thirty</u> DLRS					
			AND <u>NO</u> CENTS			\$ 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 =					
			\$ 30,850.00					

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: B. Phelps
Bryan Phelps, President

\$ 97,119.00
Total Base Bid Amount

\$ 827,013.00
Total Additive Alternate 1 Bid Amount

\$ 821,207.00
Total Additive Alternate 2 Bid Amount

\$ 830,850.80
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, who
(name)

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

"I, Bryan Phelps am a duly authorized officer/agent
(name)
for Brystar Contracting, Inc. and have been duly authorized to execute the
(name of firm)
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 Title: President
(print name)

Signature: B. Phelps

SUBSCRIBED AND SWORN to before me by the above-named

Bryan Phelps on

this the 1st day of October, 2016.



Suzanne Holubec
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

For clarification of this offer, contact:

8385 Chemical Rd
Address

Bryan Phelps
Name

Baytown, TX 7705
City State Zip

(409) 842-6768 (409) 842-6461
Phone Fax

B. Phelps
Signature of Person Authorized to Sign

Bryan @ Brystar.com
E-mail

Bryan Phelps
Printed Name

President
Title

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

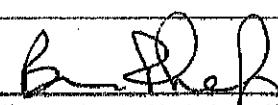
Fax Number

Bryan@Brystar.com

E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <input style="width: 100%; height: 40px; border: 1px solid black; margin-bottom: 5px;" type="text"/> Date Received
1	<input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity. <i>Brystar Contracting Inc.</i>	
2	<input type="checkbox"/> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(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.)</small>	
3	<input type="checkbox"/> Name of local government officer about whom the information in this section is being disclosed. <i>None</i> <small>Name of Officer</small>	
<p>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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p>		
<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Not Applicable</i>		
<p>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?</p>		
<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Not Applicable</i>		
<p>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?</p>		
<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Not Applicable</i>		
<p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4	 <small>Signature of vendor doing business with the governmental entity</small>	
		<i>October 4, 2016</i> <small>Date</small>

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 Bryan Phelps Contracting Personnel.*

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

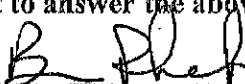
Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

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

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

Bryan Phelps

Printed Name of Authorized Representative



Signature

President

Title

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 Personnel*

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: Yes 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
Printed Name of Contractor Representative

B. Phelps
Signature of Representative

October 4, 2016
Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No ~~Due to size of project all work to be performed by Best in Force.~~

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____ Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____ Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Bryan Phelps

Title: President

Signature: Bryan Phelps

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 Simaens

Title: CFD, 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:	<u>Brystar Contracting, Inc.</u>
Mailing address:	<u>8385 Chemical Rd, Beaumont, TX 77705</u>
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**
700600-00 092742-00000	<u>8385 Chemical Rd, BMT, TX 77705</u>
03400-000-002400	<u>8385 Chemical Rd, BMT, TX 77705</u>

* 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.

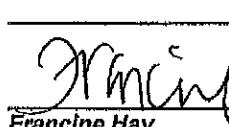

(Witness)


Sue Kohler (Witness)

Brystar Contracting, Inc.


Bryan Phelps (Principal) (Seal)
Bryan Phelps (Title) President

Liberty Mutual Insurance Company


Francine Hay (Surety) (Seal)
Francine Hay 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. 7036138

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 F. Groppell; Francine Hay; Kurt A. Risk; Misty D. Amaya; Roxanne G. Hebert; Sharen Groppell; Sharon Cravinaugh; Sue Kohler

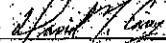
all of the city of Houston, state of TX, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations 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, Assistant Secretary

STATE OF PENNSYLVANIA
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.

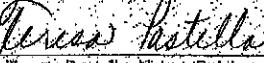
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

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, 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 officer 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.

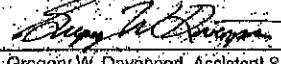
Certificate of Designation - The President of the Company, acting pursuant to the By-Laws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any 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 14th day of Oct, 2016.

By:


Gregory W. Davenport, Assistant Secretary





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 tiene 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.

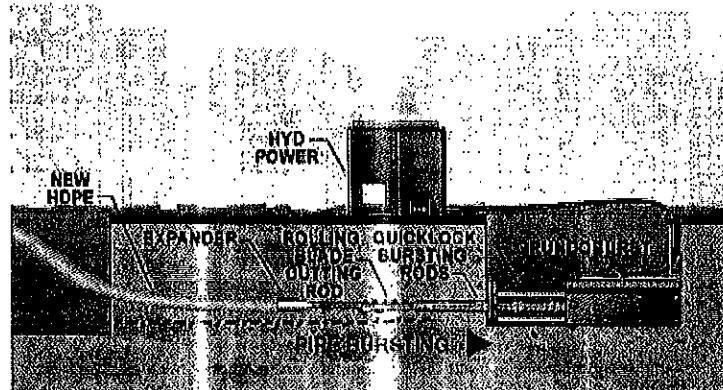
In addition to providing services related to our contractual work we are able to provide the following services for our customers:

- 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 PC490 EXCAVATOR
KOMATSU D31P BULLDOZER	KOMATSU D51 SMART DOZER (GPS)
ARROW DROP HAMMER	MBW CURBING MACHINE
HYDRAULIC WORK BRIDGE	JOINT SEALANT MACHINE
KOMATSU PC45 MINI EXCAVATOR	KOMATSU PC15 MINI EXCAVATOR
KOMATSU PC78 MINI EXCAVATOR	KOMATSU PC138 MINI EXCAVATOR
KOMATSU PC200 EXCAVATOR	(2) KOMATSU PC400 EXCAVATOR
KOMATSU PC228 EXCAVATOR	KOBELCO SK270 EXCAVATOR
CATIPILLER E70 MINI EXCAVATOR	(3) 39P KOMATSU DOZERS
HARLOW FORK LIFT	(2) 8" MCELROY FUSION MACHINE
MCELROY 412 FUSION MACHINE	MCELROY 618 FUSION MACHINE
MCELROY 1236 FUSION MACHINE	FIAT C56 MOTOR GRADER
JOHN DEERE 544H LOADER	KOMATSU WA180 TOOL CARRIER
RAYGO MIXER	(4) D6 CATERPILLER BULL DOZERS
GE MODULAR OFFICE TRAILER	GRUNDO BURST 800G
GRUNDO CRACK 5 TON WINCH	TOW TYPE PNEUMATIC ROLLER
STONE 3 TON TANDEM ROLLER	CATIPILLAR PADFOOT ROLLER
DYNAPAC SMOOTH DRUM ROLLER	CATIPILLAR 619 SCRAPER
FRIATECH UNIVERSAL FUSION PRO	MISC UTILITY TRAILERS AND EQUIP.
ROTATING GRADE LASERS	SAFETY TRENCH BOXES
TRASH PUMPS	HORIZONTAL BORING EQUIPMENT
FONTAINE 55 TON LOWBOY	AIR COMPRESSOR/AIR SCREED
(2) 28' END DUMP TRAILER	INTERNATIONAL DUMP TRUCK
(3) VOLVO DUMP TRUCKS	PORTABLE WELDERS/GENERATORS
FORD L9000 WINCH TRUCK W/50 TON WINCH	HYDRO TEST PUMP
KENWORTH HAUL TRUCK	FONTAINE 40' FLOAT TRAILER
VAC-CON 12 CY VACUUM TRUCK	(4) D6 CATERPILLER BULL DOZERS
LEEBOY 685C MOTOR GRADER W/LASER CONT.	

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	\$299,696.00

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	6/15/99 to 5/16/00	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 & Shlpmn 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	3/6/01 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: Flitz and Shipman Contact: Don Kling (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)786-3000	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. 713-975-8665	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 Shomalzadeh 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 Stabilization, 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 Patti 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 Whitley & 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 Crole, 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 Thrallkill 409-833-4343	May-05 to Sep-05	Storm Sewer, Excavation, and Concrete Paving for the City of Dayton	\$370,000.00
Burns Bluff Levee Improvements Engineer: Freese Nichols Contact: Tony Boscoker 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: Flitz & 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 Shomalzadeh 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 Rehabilitation 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 Pattle 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 Force main	\$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	Detention Pond	\$1,768,700.00
Barrington Heights Phase IX Engineer: Carroll & Blackman, Inc. Contact: Joe Pattle 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 & Shlpmn, 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 Force main	\$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 Pavling 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, STOCKHOLDER

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 DENSITY, 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 NOVEMBER 1991)

RESPONSIBILITIES: MANAGEMENT OF SITE WORK PROJECTS INCLUDING SETTING

UP JOBS, SCHEDULING;

ADMINISTRATION FUNCTIONS INCLUDING 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, QUANTITY, 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

RESPONSIBILITIES: 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
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LEGAL

MEHAFFEY & WEBBER	JOE BROUSSARD	(409) 835-5011
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INSURANCE

MC ELVEEN INSURANCE RISK MANAGEMENT	DOUG MC ELVEEN	(800) 256-8960
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BONDING

INSURANCE ALLIANCE	CHUCK ADAMS	(713) 966-1763
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**CONTRACT RENEWAL FOR IFB 13-024/JW
TERM CONTRACT FOR MORGUE TRANSPORT SERVICE FOR
JEFFERSON COUNTY**

The County entered into a contract with BJ Transport Service for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

ATTEST:

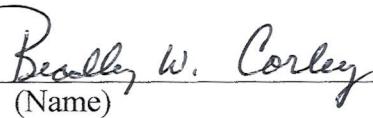

Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
BJ Transport Service


(Name)

**CONTRACT RENEWAL FOR IFB 13-021/JW
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with AOSS Medical Supply for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

ATTEST:


Carolyn L. Guidry, County Clerk

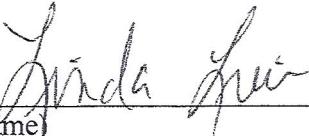
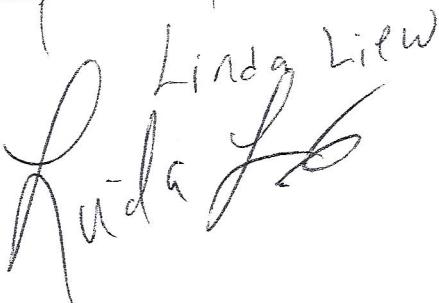


JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
AOSS Medical Supply

(Name)

**CONTRACT RENEWAL FOR IFB 13-021/JW
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Certified Laboratories for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

ATTEST:

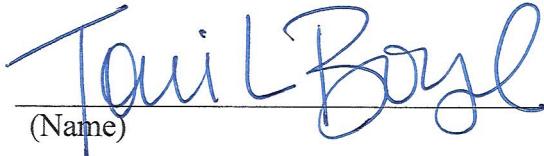

Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
Certified Laboratories

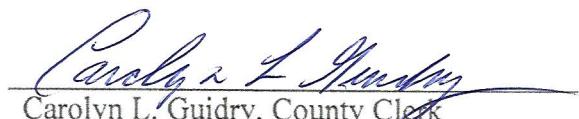

(Name)

**CONTRACT RENEWAL FOR IFB 13-021/JW
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Hygeia Enviro Clean, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

ATTEST:

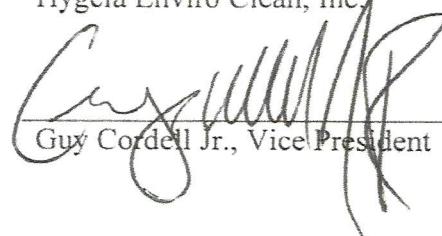

Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
Hygeia Enviro Clean, Inc.


Guy Cordell Jr., Vice President

**CONTRACT RENEWAL FOR IFB 13-021/JW
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with ICS Jail Supplies, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

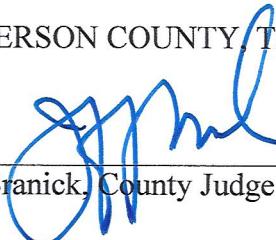
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

ATTEST:

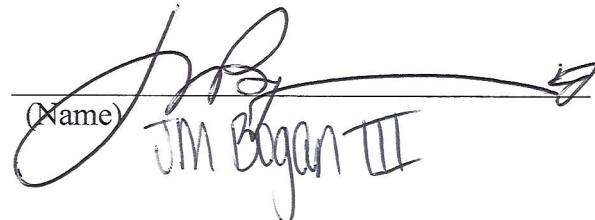

Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
ICS Jail Supplies, Inc.


(Name) JM Bogan III

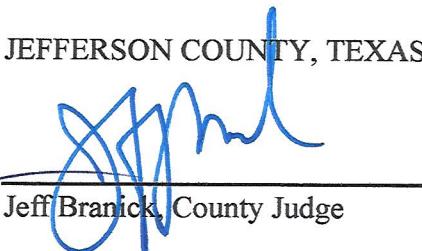
**CONTRACT RENEWAL FOR IFB 13-021/JW
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR
JEFFERSON COUNTY**

The County entered into a contract with Matera Paper Company, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk  Jeff Branick, County Judge



CONTRACTOR:
Matera Paper Company, Inc.


(Name)

**CONTRACT RENEWAL FOR IFB 13-021/JW
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Professional Polish for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

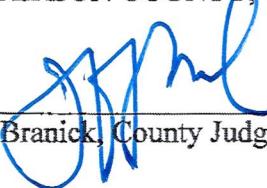
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

ATTEST:


Carolyn L. Guidry, County Clerk

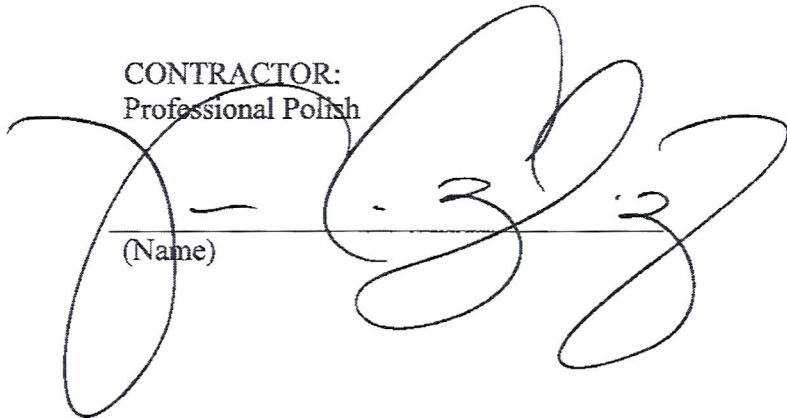


JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

CONTRACTOR:
Professional Polish

(Name)

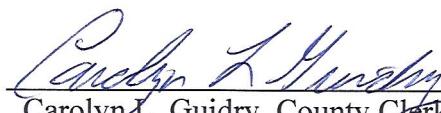


**CONTRACT RENEWAL FOR IFB 13-021/JW
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Sanitary Supply Company, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

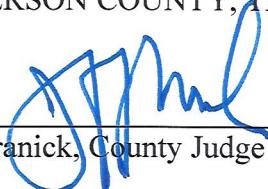
ATTEST:



Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge

CONTRACTOR:
Sanitary Supply Company, Inc.



(Name)

**CONTRACT RENEWAL FOR IFB 13-021/JW
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with SupplyWorks for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2016 to November 8, 2017.

ATTEST:

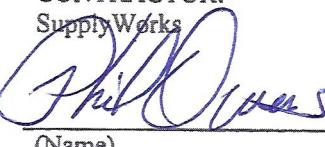

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
SupplyWorks


(Name)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

112

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

AMENDMENT II TO CONTRACT

October 10, 2016

Citywide ATM
10661 Rockley Road
Houston TX 77099
Attention: Mr. Tony Ali

Dear Mr. Ali:

This letter will serve as Amendment II (two) to contract (RFP 12-032/JW) Re-bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County.

Amendment II (two) will add one additional ATM at the Subcourthouse, 525 Lakeshore Drive, Port Arthur TX, 77640.

Please sign below, and return to Yea-Mei Sauer, Contract Specialist via email at: ysauer@co.jefferson.tx.us.

Citywide ATM


10/10/2016
Date


AIA[®] Document G701™ – 2001

Change Order

PROJECT (Name and address): Jefferson Co. Courthouse Emergency Fire Alarm Replacement - Jail 1001 Pearl Beaumont, TX 77701	CHANGE ORDER NUMBER: 003 DATE: 10/11/16	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Construction Zone of Texas, LLC 1420 Springhill Road Aubrey, TX 76227	ARCHITECT'S PROJECT NUMBER: BAI 13018-X1 SBRA (4806.002) CONTRACT DATE: October 28, 2014 CONTRACT FOR: General Construction - JOC 14-050/DC	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Add for relocation of damper actuators on existing smoke evacuation system as shown in PCR 005 attached.

The original Contract Sum was	\$ 774,784.61
The net change by previously authorized Change Orders	\$ 46,722.20
The Contract Sum prior to this Change Order was	\$ 821,506.81
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,517.97
The new Contract Sum including this Change Order will be	\$ 826,024.78

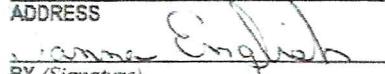
The Contract Time will be increased by Two (2) days.
The date of Substantial Completion as of the date of this Change Order therefore is increased by 2 days.

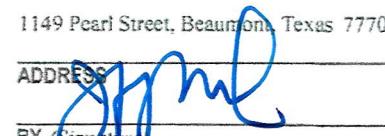
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shepley Bulfinch ARCHITECT (Firm name)	55 Waugh Drive, Suite 450, Houston, Texas 77007
ADDRESS	
BY (Signature)	Mark R. Branick, P.E., Principal (Typed name)
DATE	10/11/16



Construction Zone of Texas, LLC CONTRACTOR (Firm name)	1420 Springhill Road Aubrey, TX 76227
ADDRESS	
BY (Signature)	Danna English (Typed name)
DATE	10-12-16

Jefferson County Texas OWNER (Firm name)	1149 Pearl Street, Beaumont, Texas 77701
ADDRESS	
BY (Signature)	Honorable Jeff R. Branick (Typed name)
DATE	10/17/2016

ATTEST
DATE 



JEFFERSON COUNTY
1149 PEARL STREET
BEAUMONT, TX 77701



Quote Date: 10/05/16
 Expires: 10/23/2016
 IBM SVCS - Printer Maint Renewal 2016
 Proposal #: PR16458.1

Sirius Computer Solutions
 10100 Reunion Place, Suite 500
 San Antonio, TX 78216
 www.siriuscom.com

Client Executive:
 Spencer McGurk
 Phone: () -
 Email:
 spencer.mcgurk@siriuscom.com

Description	Machine	Serial Num	Line Start	Line End	Service Level	Ext. Sale Price
INFOPRINT HW MAINTENANCE	4230	0000AP098	11/19/2016	11/18/2017	24x7	\$606.37
INFOPRINT HW MAINTENANCE	4230	0000AP096	11/19/2016	11/18/2017	24x7	\$606.37
INFOPRINT HW MAINTENANCE	4247	000070477	11/19/2016	11/18/2017	24x7	\$728.88
INFOPRINT HW MAINTENANCE	4230	00000BM298	11/19/2016	11/18/2017	24x7	\$606.37
INFOPRINT HW MAINTENANCE	4234	000011776	11/19/2016	11/18/2017	24x7	\$1,414.85
INFOPRINT HW MAINTENANCE	4230	00000AH933	11/19/2016	11/18/2017	24x7	\$525.51
INFOPRINT HW MAINTENANCE	6262	000012597	11/19/2016	11/18/2017	24x7	\$4,355.82
INFOPRINT HW MAINTENANCE	4230	0000AP094	11/19/2016	11/18/2017	24x7	\$606.37
INFOPRINT HW MAINTENANCE	4230	0000AP093	11/19/2016	11/18/2017	24x7	\$606.37
INFOPRINT HW MAINTENANCE	4247	000070501	11/19/2016	11/18/2017	24x7	\$728.88
INFOPRINT HW MAINTENANCE	4230	00000BG915	11/19/2016	11/18/2017	24x7	\$5,767.18
INFOPRINT HW MAINTENANCE	6262	000080972	11/19/2016	11/18/2017	24x7	\$606.37
INFOPRINT HW MAINTENANCE	4230	0000AP097	11/19/2016	11/18/2017	24x7	\$728.88
INFOPRINT HW MAINTENANCE	4247	000070500	11/19/2016	11/18/2017	24x7	\$728.88
INFOPRINT HW MAINTENANCE	4247	000071477	11/19/2016	11/18/2017	24x7	\$728.88
INFOPRINT HW MAINTENANCE	4247	000070106	11/19/2016	11/18/2017	24x7	\$728.88
INFOPRINT HW MAINTENANCE	6400	0000PF171	11/19/2016	11/18/2017	24x7	\$728.88
INFOPRINT HW MAINTENANCE	4247	000070506	11/19/2016	11/18/2017	24x7	\$728.88
INFOPRINT HW MAINTENANCE	4536	00792Y5BY	11/19/2016	11/18/2017	8x5	\$232.45
INFOPRINT HW MAINTENANCE	4552	00704ZGBX	11/19/2016	11/18/2017	8x5	\$195.40
INFOPRINT HW MAINTENANCE	4536	00792LL10	11/19/2016	11/18/2017	8x5	\$232.45
INFOPRINT HW MAINTENANCE	4551	007932YPC	11/19/2016	11/18/2017	8x5	\$187.53
INFOPRINT HW MAINTENANCE	4551	007930CPV	11/19/2016	11/18/2017	8x5	\$187.53
INFOPRINT HW MAINTENANCE	4536	00792RGMZ	11/19/2016	11/18/2017	8x5	\$232.45
INFOPRINT HW MAINTENANCE	4536	00792LL5B	11/19/2016	11/18/2017	8x5	\$232.45
INFOPRINT HW MAINTENANCE	4551	007933Y28	11/19/2016	11/18/2017	8x5	\$187.53
INFOPRINT HW MAINTENANCE	4551	007938X89	11/19/2016	11/18/2017	8x5	\$187.53
INFOPRINT HW MAINTENANCE	4536	00791PYN6	11/19/2016	11/18/2017	8x5	\$232.45
INFOPRINT HW MAINTENANCE	4536	00791R344	11/19/2016	11/18/2017	8x5	\$232.45

Subtotal: \$25,712.92

Shipping and Handling: \$0.00

Total: \$25,712.92



1 YR PPP Infoprint Maint Contract
Term: 11/19/2016 - 11/18/2017
Prepared By: Joel DellaRosa
R2O# 8192929

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.



PURCHASE AUTHORIZATION

This proposal is valid if ordered on or before 10/23/2016.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and JEFFERSON COUNTY. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of JEFFERSON COUNTY or any party within JEFFERSON COUNTY who is not privileged to receive such information.

PURCHASE TERMS AND CONDITIONS

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated herein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.

2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.

3. Freight Costs; Delivery. Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

4. Title; Security Interest. Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Arbitration. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. General. The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of JEFFERSON COUNTY will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:
JEFFERSON COUNTY

A handwritten signature in blue ink, appearing to read 'JJ Branick'.

Signature of Authorized Representative

Jeff Branick

Printed Name

County Judge

Title of Authorized Representative

10/17/2016

Date Signed

Ship to Address:

Jefferson County
1149 Pearl
MIS-6th floor
Beaumont, TX 77701

Approved by:
Sirius Computer Solutions, Inc.

DocuSigned by:

A handwritten signature in blue ink, appearing to read 'Bonnie M. Cerrito'.

785151358054DF
Signature of Authorized Representative

Bonnie M. Cerrito

Printed Name

SVP - Contracts & Financial Services

Title of Authorized Representative

10/6/2016 | 12:38 CDT

Date Signed

Bill to Address:

Jefferson County
1149 Pearl
Auditor-7th floor
Beaumont, TX 77701

ATTEST

A handwritten signature in blue ink, appearing to read 'Carolyn L. Hendry'.

DATE

10/17/16



FORD PARK E-HALL- NORTHWEST CORNER AIR HANDLER WATER LEAK & 2ND FLOOR MEETING RM REPAIRS



**Industrial and Commercial
Mechanical**
TACLA23943C
4445 Westpark Avenue
Beaumont, TX 77705
Phone (409) 842-3737
Fax (409) 842-3738

October 6 2016

Ford Park Event Center
5115 I-10 South | Beaumont, TX | 77705

ATTN: Mr. Danny Broussard – Ford Park Facility Director of Operations
Subject: Ford Park E-HALL-Northwest Air Handler Water leaking & 2nd Floor Meeting room
 No air flow coming from grills – Diagnostic Proposal
Quote: 150110-JI

Dear Mr. Broussard,

Industrial Commercial Mechanical is pleased to offer the following proposal to provide Service Technicians to checking E-Hall-NW Corner- Air Handler to discover where the water leakage is coming from – Also Includes Checking the 2nd Floor Meeting rooms to find out why there is no air coming from The Supply Grills, as listed below for your consideration;

<u>Item</u>	<u>QTY</u>	<u>Description</u>
1.	2	2 -Service Technicians labor, to perform Diagnostic on E-Hall NW corner Air Handler To discover where leaking water is coming from, proposal covers up to 2-days labor And any extra time or materials that may be needed for discovered problem repairs will Be reported to management for approval before proceeding.
2.	2	2- Service Technicians Labor, to check 2 nd Floor Meeting rooms air grills which do not Have air-flow, covers up to 1 day labor for diagnostic repairs, any extra time and Materials if needed will be reported for approval before proceeding.
3.	1	Allen Bradley – Motor overload protection circuit breaker furnished and installed.
4.	1	Misc. Service materials

Proposed Price to perform the work:

Materials	\$ 787.79
Labor	\$ 3,588.00
Total Price	\$ 4,375.79 Tax is not included.

Thank you for your request for this proposal. We would appreciate the opportunity to provide these services. Please let me know if you would like to proceed with the proposed service repair, and what purchase order number we will utilize, for our billing for services.

As always, we thank you for your business and the opportunity to provide our services.
 Regards,

Jerry F. Johnson
 Service Sales Representative
 Mobil: 409-658-8797
 jjohnson@ic-mechanical.com
 Industrial & Commercial Mechanical

FORD PARK EVENT CENTER - CENTRAL PLANT - BOILER PACO PUMP SEAL KIT REPAIR PROPOSAL



**Industrial and Commercial
Mechanical**
TACLA23943C
4445 Westpark Avenue
Beaumont, TX 77705
Phone (409) 842-3737
Fax (409) 842-3738

September 26 2016

Ford Park Event Center
5115 I-10 South | Beaumont, TX | 77705

ATTN: Mr. Danny Broussard – Ford Park Facility Director of Operations
Subject: Ford Park Central Plant – Boiler Pump (Rear Right) Seal Kit Installation Proposal
Quote: **150107**

Dear Mr. Broussard,
 Industrial Commercial Mechanical is pleased to offer the following proposal to provide Service Technicians to Pull the (Rear Right side) Boiler Pump and Install a new; Paco Pump seal kit, to Prevent water leaking from Boiler pump as listed below for your consideration;

Item	QTY	Description
1.	2	2 -Service Technicians labor, to pull Paco Boiler water pump motor assembly, install A new Paco Seal kit, reinstall motor assembly, start up pump and check for proper operation and seal.
2.	1	Paco Pump Seal Kit assembly.
3.	1	Gaskets and Sealants included

Proposed Price to perform the work:

Materials	\$ 403.33
Labor	\$ 2,484.00
Total Price	\$ 2,887.33 Tax is not included.

Thank you for your request for this proposal. We would appreciate the opportunity to provide these services. Please let me know if you would like to proceed with the proposed service repair, and what purchase order number we will utilize, for our billing for services.

As always, we thank you for your business and the opportunity to provide our services.

Regards,

Jerry F. Johnson
 Service Sales Representative
 Mobil: 409-658-8797
JJohnson@ic-mechanical.com
 Industrial & Commercial Mechanical

FORD PARK EVENT CENTER ~ REPORT OF ITEMS IN NEED OF REPAIR DISCOVERED DURING MAINTENANCE

Item	QTY	Description
10.	1	Replace Bad 4" Hot Water Valve on Air Handling Unit # 13-B
		Furnishing service materials and Technician Labor to remove the old 4" Hot Water Control Valve and install a new Honeywell 4" Flanged Hot Water Control Valve.
11.	1	New; Honeywell VGF21EP40 Flanged Globe Valve
12.	1	Gasket material, Bolts to install new Control Valve
13.	1	Service Technician labor 1 man at estimated 8 Hours work time.
<u>Proposed Cost to Install New 4" Hot Water Control Valve on Air Handling Unit 13-B</u>		
Materials		\$ 2,377.33
Labor		\$ 552.00
Total Price		\$ 2,929.33 Tax is not included.

Item	QTY	Description
14.	1	<u>FACILITY AUTOMATED CONTROLS PROBLEMS - CONTROLS MALFUNCTIONS</u> Air Handling Units # 13-B / 13-C and 13-D have problems with automated control Control Chilled Water and Hot Water control valves, as well as the Variable Air Volume System. Improper control configurations for the Front Lobby and Offices section. Many of the Valves on the associated equipment are operating In Hand Control adjustment at the present time, but these systems will not operate properly in the Automatic Mode.
15.	1	Controls Technician labor (for up to 40 Hours) - To survey Controls system operations And perform Diagnostics to discover why the Facility Automated Controls are not functioning with the Control Valves and Variable Air Volume Systems. After the Diagnostic is performed on the system, we will be able to make recommendations the Facility manager for items which may be needed for repairs and Cost Estimates.

<u>Proposed Cost to PERFORM DIAGNOSTICS SURVEY OF AUTOMATED CONTROLS SYSTEM</u>		
Materials		\$ 120.00
Labor		\$ 2,760.00
Total Price		\$ 2,880.00 Tax is not included.

Thank you for your request for this report. We would appreciate the opportunity to provide these services. Please let me know if you would like to proceed with the proposed service repair, and what purchase order number we will utilize, for our billing for services.

As always, we thank you for your business and the opportunity to provide our services.

Regards,

Jerry F. Johnson
Service Sales Representative
Mobil: 409-658-8797
jjohnson@ic-mechanical.com
Industrial & Commercial Mechanical



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

A handwritten signature in black ink that appears to read "DC".

Date: October 12, 2016

Re: Surplus Property Auction

Consider and possibly approve auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. to be held on Saturday, November 5, 2016.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

November 5, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISPUTE RESOLUTION	4-DRAWER FILE CABINET	10891	
DISPUTE RESOLUTION	4-DRAWER FILE CABINET	10892	
DISPUTE RESOLUTION	BURGUNDY OFFICE ARM CHAIR		
<i>contact person: Kara Hawthorn</i>			
DISTRICT ATTORNEY	BROWN LEATHER CHAIR	11975	
DISTRICT ATTORNEY	BROWN LEATHER CHAIR	11855	
DISTRICT ATTORNEY	BROWN BOOKCASE	12066	
DISTRICT ATTORNEY	DESK	11362	
DISTRICT ATTORNEY	CLOTH CHAIR W/WOOD FRAME	12558	
DISTRICT ATTORNEY	GREY SECRETARIAL CHAIR	31146	
DISTRICT ATTORNEY	GREY SECRETARIAL CHAIR	31147	
<i>contact person: Dan'na Vincent</i>			
SHERIFF	SEM MODEL 200 INDUSTRIAL SHREDDER	201-737	
SHERIFF	METAL COMPONENT RACK LOCKER		
SHERIFF	5-DRAWER FILE CABINET	18030	
SHERIFF	2-DRAWER FILE CABINET	18099	
SHERIFF	4-DRAWER FILE CABINET	18049	
SHERIFF	4-DRAWER FILE CABINET	17970	
<i>contact person: Dana Aguilard</i>			



Carolyn L. Guidry
COUNTY CLERK

Theresa Goodness
Chief Deputy

JEFFERSON COUNTY
P. O. Box 1151
Beaumont, Texas 77704
409-835-8475 Phone
409-839-2394 FAX

Email Address:
countyclerk@co.jefferson.tx.us

October 12, 2016

Patrick Swain, County Auditor
C/o Fran Lee, Financial Manager
1149 Pearl Street
7th Floor
Beaumont, Texas 77701

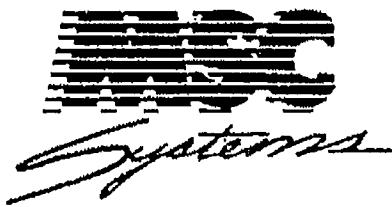
Fran,

Please transfer monies from 120-1034-414-30-26 (Election Supplies) to 120-1034-414-60-02 (Computer) to cover shortage to purchase a second I660 Scanner for backup for the Voting System which scans all paper ballots for elections. The amount to transfer is \$1602.

Respectfully,

A handwritten signature in black ink, appearing to read "Carolyn L. Guidry".

Carolyn L. Guidry
County Clerk



Estimate

Date	Estimate #
9/7/2016	4821

1195 South Major Dr.
Beaumont, TX 77707
P - 409.866.8845

Name / Address
JEFFERSON COUNTY COURT 1149 PEARL STREET BEAUMONT, TEXAS 77701

Rep

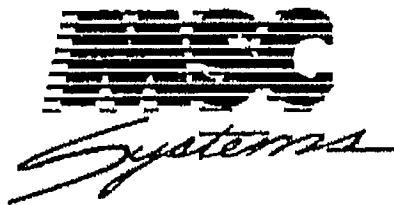
CD

Qty	Item	Description	Total
		Camera's for Interogation Rooms and Wiring Each camera and microphone must be plugged into a computer. Once the camera and microphone are on the computer then any software can be used to record and stream.	
2	VADDIO 999-6911-000	Manually Adjustable HD Point of View Camera System with USB Interface. Also has HDMI output. 82 Degrees of horizontal Viewing Angle.	4,549.87
2	VADDIO 999-8530-000	EasyUSB Mixer Amp, supports two EasyTALK MicPOD microphones. Analog line level I/O. 2x 20 watt amp.	1,778.00
2	VADDIO 999-8510-000	EasyMic Ceiling MicPOD-White 2.5" Sphere with 3-elements, 360 degree coverage.	1,064.00
1,500	HORIZON WIRE M57209	Cat6 Cable. Install.	427.50
14	Wirepath WP-CAT6-RJ45-180-WH	Wirepath™ Cat 6 RJ45 UTP Keystone Insert - 180 Degree (White)	56.00
11	Wirepath RJ11-WH	Wirepath™ RJ11 Keystone Jack - White	15.18
1	Wirepath PLATE-1-WH	Wirepath™ 1-Port Keystone Wall Plate - White	0.72
9	Wirepath PLATE-2-WH	Wirepath™ 2-Port Keystone Wall Plate - White	6.48
2	Wirepath PLATE-3-WH	Wirepath™ 3-Port Keystone Wall Plate - White	1.44
2	MI U2	Middle Atlantic U2 2 Space Rack Shelf	89.47
1	Misc. Hardware	Labels and velcro.	75.00
1	MSC Labor	Labor for Installation of equipment and neatening of the rack.	2,080.00
	Freight	Shipping and Handling - This is an estimate of the shipping cost. If the cost of shipping is more than what is on the estimate, it will be added to the invoice to the customer. This is not a profit center for MSC Systems. This is charging the customer what it cost to get product here. If the cost for shipping is less than what we estimated it will be deducted from the price prior to final invoicing.	75.00
	Lift/Scaffold Disclaimer	Any Lift or Scaffolding needed to install this system is to be supplied by the customer not MSC Systems. At your request we can schedule the rental of the lift/scaffold and invoice you for the cost.	0.00
	MSC AC Power Disclaimer	Customer will supply AC power, Conduit and Raceway as needed.	0.00
	MSC 90 days	The equipment prices in this bid are good for 90 days, after this time any price increases will be added to the total of the estimate.	0.00

Subtotal

Sales Tax (0.0%)

Total



Estimate

Date	Estimate #
9/7/2016	4821

1195 South Major Dr.
Beaumont, TX 77707
P - 409.866.8845

Name / Address
JEFFERSON COUNTY COURT 1149 PEARL STREET BEAUMONT, TEXAS 77701

Rep
CD

Qty	Item	Description	Total
	MSC Design	MSC Systems expressly reserves the common law copyrights, intellectual property rights, and other property rights affiliated with this design/estimate/diagram/drawing. The information is not to be altered, or copied in any manner whatsoever. The information is not intended for the purpose of bidding. The information is not to be assigned to any third party without expressed written consent from MSC Systems.	0.00

Subtotal	\$10,218.66
Sales Tax (0.0%)	\$0.00
Total	\$10,218.66

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE
DAWN DONUTS27.00
42.50426206
426379

69.50**

ROAD & BRIDGE PCT.#1

SPIDLE & SPIDLE
ENTERGY
M&D SUPPLY
SMART'S TRUCK & TRAILER, INC.
SOUTHEAST TEXAS WATER
TRIANGLE EQUIPMENT CO.
WALMART COMMUNITY BRC4,559.37
863.21
34.50
189.28
14.00
96.50
208.32426113
426140
426158
426190
426191
426205
426234

5,965.18**

ROAD & BRIDGE PCT.#2

CITY OF NEDERLAND
HALLENBECK RADIATOR SERVICE
MUNRO'S
SETZER HARDWARE, INC.
AT&T
BUMPER TO BUMPER
RURAL PIPE & SUPPLY CO
INTERSTATE ALL BATTERY CENTER - BMT
JEFFERSON COUNTY AGRICULTURE COMM70.64
150.00
20.00
29.16
93.54
12.49
1,773.36
241.90
50.00426129
426142
426165
426188
426195
426259
426273
426294
426305

2,441.09**

ROAD & BRIDGE PCT. # 3

ADAMS BACKHOE SERVICE
BEAUMONT TRACTOR COMPANY
CARQUEST AUTO PARTS # 96
CITY OF PORT ARTHUR - WATER DEPT.
FARM & HOME SUPPLY
LOUIS' YAZOO SALES & SERVICE, LLC
MUNRO'S
MUSTANG CAT
OFFICE DEPOT
OIL CITY TRACTORS, INC.
TIME WARNER COMMUNICATIONS
WALMART COMMUNITY BRC
LOWE'S HOME CENTERS, INC.
CENTERPOINT ENERGY RESOURCES CORP
A-1 MAIDA FENCE COMPANY134.50
215.34
18.99
29.32
14.04
195.50
15.00
313.69
54.18
94.68
86.91
66.63
24.28
33.32
11,400.00426108
426122
426127
426128
426134
426157
426165
426166
426169
426170
426200
426234
426245
426262
426364

12,696.38**

ROAD & BRIDGE PCT.#4

COASTAL WELDING SUPPLY
M&D SUPPLY
MUNRO'S
PORT ARTHUR NEWS, INC.
SOUTHEAST TEXAS WATER
AT&T
WHEELER TRUCK BODY EQUIPMENT
PPG ARCHITECTURAL FINISHES
SOUTHEAST TEXAS PARTS AND EQUIPMENT54.00
3.42
77.80
108.50
41.80
76.48
80.00
123.90
97.19426130
426158
426165
426176
426191
426195
426211
426343
426350

663.09**

ENGINEERING FUND

VERIZON WIRELESS
BRADLEY STAFFORD245.63
40.00426230
426336

285.63**

PARKS & RECREATION

W.W. GRAINGER, INC.
ENTERGY
WALMART COMMUNITY BRC445.04
1,742.10
395.82426137
426140
426234

2,582.96**

GENERAL FUND

TAX OFFICE

GUARDIAN FORCE

583.08

426109

NAME	AMOUNT	CHECK NO.	TOTAL
PITNEY BOWES, INC.	562.50	426175	
UNITED STATES POSTAL SERVICE	656.29	426236	1,801.87*
COUNTY HUMAN RESOURCES			
CDW COMPUTER CENTERS, INC.	8.01	426219	
UNITED STATES POSTAL SERVICE	4.34	426236	12.35*
AUDITOR'S OFFICE			
OFFICE DEPOT	798.86	426169	
SOUTHEAST TEXAS WATER	29.95	426192	
UNITED STATES POSTAL SERVICE	26.69	426236	
JEFFERSON COUNTY CREDIT CARDS	49.99	426309	905.49*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	252.67	426236	
JEFFERSON COUNTY CREDIT CARDS	830.00	426309	1,082.67*
COUNTY JUDGE			
OFFICE DEPOT	46.49	426169	
UNITED STATES POSTAL SERVICE	2.79	426236	
ROCKY LAUDERMILK	500.00	426246	
MICHELLE R BRISTER	500.00	426270	
HUBERT OXFORD IV	500.00	426282	
GRACE NICHOLS	500.00	426290	
FRANCES BLAIR BETHEA	500.00	426299	
HARVEY L WARREN III	500.00	426301	
KENT W. JOHNS	500.00	426318	
JAN GIROUARD & ASSOCIATES LLC	600.00	426384	4,149.28*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	10.38	426236	10.38*
COUNTY TREASURER			
TAC - TEXAS ASSN. OF COUNTIES	160.00	426197	
UNITED STATES POSTAL SERVICE	232.47	426236	
LEXISNEXIS- ACCURINT	115.00	426298	507.47*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,535.17	426171	
STAR GRAPHICS COPIERS, INC.	1,532.00	426196	
CIT TECHNOLOGY FINANCING SERVICE	499.00	426283	3,566.17*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	734.08	426132	
UNITED STATES POSTAL SERVICE	80.95	426236	815.03*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,437.67	426120	
OLMSTED-KIRK PAPER	411.00	426171	
TIME WARNER COMMUNICATIONS	204.86	426201	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	426202	
TOWER COMMUNICATIONS, INC.	2,435.00	426233	
THE ARC OF GREATER BEAUMONT	5,000.00	426338	
RR DONNELLEY	388.88	426378	12,577.41*
DATA PROCESSING			
IP SWITCH, INC.	696.05	426118	
BLACK BOX CORPORATION	800.60	426125	
OFFICE DEPOT	157.79	426169	
CDW COMPUTER CENTERS, INC.	790.06	426219	
TODD L. FREDERICK	233.28	426239	
SHI GOVERNMENT SOLUTIONS, INC.	311.80	426240	
PCM-G	2,297.94	426291	

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	115.00	426298	
JEFFERSON COUNTY CREDIT CARDS	82.82	426309	
MARIANNE PETRY	909.42	426325	
SITEIMPROVE INC	2,835.00	426382	9,229.76*
VOTERS REGISTRATION DEPT			
CUMULUS BROADCASTING, INC.	2,784.00	426222	
UNITED STATES POSTAL SERVICE	594.64	426236	3,378.64*
ELECTIONS DEPARTMENT			
ULINE SHIPPING SUPPLY SPECIALI	103.82	426207	
UNITED STATES POSTAL SERVICE	726.98	426236	
JEFFERSON COUNTY CREDIT CARDS	83.47	426309	
WESTERN MICROGRAPHICS & IMAGING	2,400.00	426330	
THE ELECTION CENTER	200.00	426373	3,514.27*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	10.50	426149	
RANDI A. KING	451.55	426151	
KIRKSEY'S SPRINT PRINTING	24.95	426153	
PATRICK KNAUTH	361.70	426154	
MIKE LAIRD	621.49	426156	
NELL MCCALLUM & ASSOC., INC.	197.19	426159	
OFFICE DEPOT	777.18	426169	
TDCAA BOOK ORDERS	78.00	426198	
TEXAS DEPT OF LICENSING &	350.00	426204	
WALMART COMMUNITY BRC	499.17	426234	
UNITED STATES POSTAL SERVICE	150.75	426236	
CHILD ABUSE & FORENSIC SERVICES	125.00	426243	
CHRISTOPHER CADENA	585.12	426263	
ACADIAN AMBULANCE SERVICE	104.00	426285	
CULLEN KIKER	451.23	426296	
LEXISNEXIS- ACCURINT	345.00	426298	
JEFFERSON COUNTY CREDIT CARDS	92.50	426309	
REALTIME REPORTING SERVICES INC.	549.50	426316	
BRITTANIE HOLMES	650.11	426334	
TRANSUNION RISK AND ALTERNATIVE	110.25	426360	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	426362	
TATIANA ZELEZNIACK	652.27	426371	
MARCELO MOLFINO	791.20	426390	8,049.66*
DISTRICT CLERK			
OFFICE DEPOT	833.55	426169	
WALMART COMMUNITY BRC	373.78	426234	
UNITED STATES POSTAL SERVICE	331.30	426236	1,538.63*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	426114	
JACK LAWRENCE	250.00	426115	
DAVID W BARLOW	750.00	426121	
TRAVIS EVANS	800.00	426133	
SAMUEL & SON LAW FIRM PLLC	800.00	426356	
MELISSA NAIL	97.00	426392	11,447.00*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	426191	
UNITED STATES POSTAL SERVICE	.40	426236	30.35*
136TH DISTRICT COURT			
LEXIS-NEXIS	69.00	426237	69.00*
172ND DISTRICT COURT			
NATIONAL BAR ASSOCIATION	350.00	426167	
LEXIS-NEXIS	56.00	426237	406.00*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	900.00	426112	
THOMAS J. BURBANK PC	800.00	426126	
JIMMY D. HAMM	800.00	426143	
NATHAN REYNOLDS, JR.	1,600.00	426180	
BRACK JONES JR.	8,750.00	426216	
CHARLES ROJAS	900.00	426221	
UNITED STATES POSTAL SERVICE	147.43	426236	
LANGSTON ADAMS	1,600.00	426248	
SUMMER TANNER	3,487.15	426276	
ALLEN PARKER	8,750.00	426300	
ANITA U SEPEDA	200.00	426308	
JAMES R. MAKIN, P.C.	181.10	426317	
M.K. HAMZA, PHD, P.A.	2,400.00	426337	
SAMUEL & SÓN LAW FIRM PLLC	8,750.00	426357	
			39,265.68*

279TH DISTRICT COURT

JACK LAWRENCE	1,050.00	426115	
PHILLIP DOWDEN	75.00	426119	
TRAVIS EVANS	325.00	426133	
TERRENCE HOLMES	150.00	426145	
ANITA F. PROVO	150.00	426179	
CHARLES ROJAS	75.00	426221	
DONEANE E. BECKCOM	500.00	426241	
LANGSTON ADAMS	75.00	426248	
JOEL WEBB VAZQUEZ	325.00	426257	
KIMBERLY PHELĀN, P.C.	500.00	426268	
JEFFERSON COUNTY CREDIT CARDS	432.25	426309	
C. HADEN CRIBBS JR., PC	1,375.00	426328	
ALICIA K HALL	500.00	426329	
WILLIAM FORD DISHMAN	75.00	426347	
MATUSKA LAW FIRM	325.00	426351	
LAW OFFICE OF J SCOTT FREDERICK	1,075.00	426363	
GORDON D FRIESZ	1,000.00	426370	
ASHLEY CEDILLO	150.00	426386	
			8,157.25*

317TH DISTRICT COURT

UNITED STATES POSTAL SERVICE			
JUDY PAASCH	2,323.90	426236	
		426261	2,324.37*

JUSTICE COURT-PCT 1 PL 1

UNITED STATES POSTAL SERVICE			
LEXISNEXIS- ACCURINT	27.62	426236	
JEFFERSON COUNTY CREDIT CARDS	115.00	426298	
	106.00	426309	
			248.62*

JUSTICE COURT-PCT 1 PL 2

LEXISNEXIS- ACCURINT	115.00	426298	
			115.00*

JUSTICE COURT-PCT 2

CLASSIC FORMS AND PRODUCTS	99.00	426250	
LEXISNEXIS- ACCURINT	115.00	426298	
			214.00*

JUSTICE COURT-PCT 4

AT&T	76.48	426195	
CLASSIC FORMS AND PRODUCTS	99.00	426250	
LEXISNEXIS- ACCURINT	115.00	426298	
			290.48*

JUSTICE COURT-PCT 6

BEAUMONT ENTERPRISE	302.64	426132	
OFFICE DEPOT	293.68	426169	
UNITED STATES POSTAL SERVICE	45.39	426236	
LEXISNEXIS- ACCURINT	115.00	426298	
			756.71*

JUSTICE COURT-PCT 7

LEXISNEXIS- ACCURINT	115.00	426298	
			115.00*

JUSTICE OF PEACE PCT. 8

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	115.00	426298	115.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT	75.51	426236 426238	76.44*
COUNTY COURT AT LAW NO. 2			
EDWARD B. GRIPON, M.D., P.A. KEVIN PAULA SEKALY PC CHARLES ROJAS UNITED STATES POSTAL SERVICE LANGSTON ADAMS JOEL WEBB VAZQUEZ THE BYRD LAW FIRM PC HIGGINBOTHAM INSURANCE AGENCY INC	595.00 250.00 250.00 5.19 300.00 600.00 250.00 142.00	426138 426187 426221 426236 426248 426257 426266 426361	2,392.19*
COUNTY COURT AT LAW NO. 3			
CHARLES ROJAS JOHN D WEST UNITED STATES POSTAL SERVICE LANGSTON ADAMS AMY TOMLINSON THE MAYO LAW FIRM PLLC	250.00 300.00 9.98 250.00 300.00 250.00	426221 426223 426236 426248 426377 426383	1,359.98*
COURT MASTER			
HERNANDEZ OFFICE SUPPLY, INC. SE TEX CONSTRUCTION CORPORATION	9,950.00 5,100.00	426144 426275	15,050.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	11.57	426236	11.57*
SHERIFF'S DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC. JEFFERSON CTY. SHERIFF'S DEPARTMENT MOORE SUPPLY, INC. OFFICE DEPOT AT&T UNITED STATES POSTAL SERVICE FIVE STAR FEED TEXAS CODE BLUE LLC TASER INTERNATIONAL MDE INC ERIN TECHNOLOGY LLC RITA HURT TRANSUNION RISK AND ALTERNATIVE	27.60 2,730.00 1,914.12 217.81 124.84 1,097.80 82.50 1,590.00 186.78 605.00 700.00 550.00 475.75	426144 426147 426163 426169 426195 426236 426251 426256 426260 426302 426322 426324 426360	10,302.20*
CRIME LABORATORY			
FISHER SCIENTIFIC CASH ADVANCE ACCOUNT HENRY SCHEIN, INC. SOUTHEAST TEXAS WATER EMILY ESQUIVEL RDB SERVICES LEE BIOSOLUTIONS INC ATTAINIT LABSOURCE	42.33 1,395.30 488.34 1,864.90 13.46 500.00 330.00 1,850.79 186.96	426135 426149 426185 426191 426255 426326 426340 426376 426380	6,672.08*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS COASTAL WELDING SUPPLY W.W. GRAINGER, INC. KOMMERCIAL KITCHENS M&D SUPPLY MOORE SUPPLY, INC. OFFICE DEPOT	146.53 231.08 470.96 2,559.28 743.65 221.61 330.77	426107 426130 426137 426155 426158 426163 426169	

NAME	AMOUNT	CHECK NO.	TOTAL
PETTY CASH - SHERIFF'S OFFICE	571.13	426173	
RALPH'S INDUSTRIAL ELECTRONICS	340.00	426182	
SANITARY SUPPLY, INC.	1,236.10	426184	
SCOTT EQUIPMENT, INC.	335.27	426186	
AT&T	1,355.15	426195	
WILLBANKS & ASSOCIATES	192.00	426214	
LOWE'S HOME CENTERS, INC.	966.94	426245	
BELT SOURCE	178.46	426271	
WORLD FUEL SERVICES	1,440.49	426297	
FIVE STAR CORRECTIONAL SERVICE	17,409.05	426304	
JEFFERSON COUNTY CREDIT CARDS	203.51	426309	
INDUSTRIAL & COMMERCIAL MECHANICAL	10,918.81	426332	
CONMED INC	261,145.00	426341	
MATERA PAPER COMPANY INC	3,409.22	426342	
KROPP HOLDINGS INC	232.72	426344	
LONE STAR UNIFORMS	1,366.20	426374	
INDUSTRIAL TRANSPORTATION WASTE LLC	720.00	426389	
JUVENILE PROBATION DEPT.			306,723.93*
EDWARD B. GRIPON, M.D., P.A.	2,220.00	426138	
UNITED STATES POSTAL SERVICE	7.38	426236	
JUVENILE DETENTION HOME			2,227.38*
SANITARY SUPPLY, INC.	416.75	426184	
OAK FARM DAIRY	383.34	426217	
FLOWERS FOODS	95.06	426253	
BEN E KEITH FOODS	2,492.94	426254	
SOUTHERN FOLGER DETENTION EQUIPMENT	11,632.55	426286	
A1 FILTER SERVICE COMPANY	183.79	426323	
EXCEL MEDICAL WASTE LLC	79.80	426368	
CONSTABLE PCT 1			15,284.23*
OFFICE DEPOT	217.27	426169	
TEXAS STATE UNIVERSITY SAN MARS	1,200.00	426194	
UNITED STATES POSTAL SERVICE	136.61	426236	
LEXISNEXIS- ACCURINT	115.00	426298	
CONSTABLE-PCT 2			1,668.88*
LEXISNEXIS- ACCURINT	115.00	426298	
CONSTABLE-PCT 4			115.00*
AT&T	38.24	426195	
DISH NETWORK	51.52	426280	
CONSTABLE-PCT 6			89.76*
UNITED STATES POSTAL SERVICE	24.35	426236	
LEXISNEXIS- ACCURINT	115.00	426298	
AGRICULTURE EXTENSION SVC			139.35*
TERRIE S. LOONEY	139.86	426105	
OFFICE DEPOT	800.57	426169	
DISTRICT 9 TCAA	300.00	426218	
WALMART COMMUNITY BRC	511.20	426234	
UNITED STATES POSTAL SERVICE	13.59	426236	
JEFFERSON COUNTY CREDIT CARDS	839.88	426309	
DAVID OATES	83.70	426385	
ALLEN HOMANN	59.94	426391	
HEALTH AND WELFARE NO. 1			2,748.74*
PRN MEDICAL SERVICES, INC.	59.52	426106	
CITY OF BEAUMONT	100.48	426117	
HERNANDEZ OFFICE SUPPLY, INC.	37.00	426144	
MUNRO'S	69.00	426165	
STAR GRAPHICS COPIERS, INC.	125.00	426196	
AUSTIN CECIL WALKES MD PA	2,932.58	426209	

NAME	AMOUNT	CHECK NO.	TOTAL
MCKESSON MEDICAL-SURGICAL INC	4,255.10	426220	
UNITED STATES POSTAL SERVICE	88.88	426236	
TINA CHAMPAGNE	150.66	426284	
LEXISNEXIS- ACCURINT	115.00	426298	
SAM'S CLUB DIRECT	66.78	426333	
AEGIS SCIENCES CORPORATION	1,667.00	426339	
EXCEL MEDICAL WASTE LLC	35.00	426368	
NIVERCO BIOMEDICAL	487.50	426397	
HEALTH AND WELFARE NO. 2			10,189.50*
O.W. COLLINS APARTMENTS	117.63	426131	
GABRIEL FUNERAL HOME, INC.	1,500.00	426136	
AUSTIN CECIL WALKES MD PA	2,932.58	426209	
LEXISNEXIS- ACCURINT	115.00	426298	
SAM'S CLUB DIRECT	32.88	426333	
CHILD WELFARE UNIT			4,698.09*
J.C. PENNEY'S	678.74	426244	
TYMIR WILSON PAYEE	20.00	426272	
CHUMARI WILSON PAYEE	20.00	426274	
J'LYNN HENDRIX	20.00	426293	
ANDREW REISNER	20.00	426311	
DIAMOND DELFIERRO PAYEE	20.00	426315	
ANTHONY DISOMBA PAYEE	20.00	426320	
ROBIN FRANK PAYEE	20.00	426335	
ASHANTI M MCCRAY	20.00	426352	
FATIMA ZAVALA	20.00	426353	
TYRE A WELLS	20.00	426354	
JAYLYNN MCCRAY PAYEE	20.00	426358	
DONALD ORCHID	20.00	426359	
JAVIER ZAVALA FC	20.00	426365	
AALIYAH J EMERSON	20.00	426366	
MYA ARCENEAUX	20.00	426372	
MALACHI GUIDRY	20.00	426375	
TRINITY WILSON FC	20.00	426381	
ISSAC JERRY	20.00	426387	
MALAYSHA GUIDRY	20.00	426393	
KENNY ROBINSON	20.00	426394	
RAVEN WILSON	20.00	426395	
SHAWN MOUTON	20.00	426396	
ENVIRONMENTAL CONTROL			1,118.74*
TEXAS ON-SITE WASTEWATER TREATMENT	95.00	426310	
INDIGENT MEDICAL SERVICES			95.00*
GUARDIAN FORCE	341.04	426110	
PRECISION DYNAMICS CORP.	211.63	426177	
EMERGENCY MANAGEMENT			552.67*
SABINE NECHES CHIEFS ASSOCIATION	250.00	426183	
MAINTENANCE-BEAUMONT			250.00*
AAA LOCK & SAFE	21.00	426104	
GUARDIAN FORCE	327.00	426111	
JOHNSTONE SUPPLY	3,466.49	426116	
BINSWANGER GLASS CO.	105.00	426124	
W.W. GRAINGER, INC.	568.34	426137	
M&D SUPPLY	214.94	426158	
MCCOWN PAINT & SUPPLY OF TEXAS	201.26	426160	
SANITARY SUPPLY, INC.	353.33	426184	
ACE IMAGEWEAR	439.29	426189	
WHOLESALE ELECTRIC SUPPLY CO.	1,605.15	426213	
OTIS ELEVATOR COMPANY	2,756.00	426252	
SHERWIN-WILLIAMS	248.67	426292	
NEDERLAND FRAME SHOP	615.00	426303	
A1 FILTER SERVICE COMPANY	732.70	426323	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	426346	

NAME

AMOUNT

CINTAS CORPORATION	59.18	426388	34,401.11*
MAINTENANCE-PORT ARTHUR			
JOHNSTONE SUPPLY	1,578.69	426116	
ENTERGY	6,042.35	426140	
METAL-MART	80.97	426161	
SANITARY SUPPLY, INC.	316.82	426184	
TIME WARNER COMMUNICATIONS	300.57	426199	
WALMART COMMUNITY BRC	138.98	426234	
LOWE'S HOME CENTERS, INC.	76.22	426245	
PARKER LUMBER	287.80	426307	
			8,822.40*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	32.07	426129	
B.C. MILLER ELECTRIC, INC.	784.00	426162	
RITTER @ HOME	8.99	426181	
ACE IMAGEWEAR	30.12	426189	
W. JEFFERSON COUNTY M.W.D.	26.13	426210	
BUBBA'S AIR CONDITIONING	1,275.00	426215	
JEFFERSON COUNTY CREDIT CARDS	429.99	426309	
COUNTY HOME AND RANCH LP	13.26	426321	
			2,599.56*
SERVICE CENTER			
GULF COAST SCREW & SUPPLY	36.40	426139	
J.K. CHEVROLET CO.	76.64	426146	
KINSEL FORD, INC.	37.80	426152	
THE MUFFLER SHOP	98.00	426164	
MUNRO'S	84.03	426165	
PHILPOTT MOTORS, INC.	33.23	426174	
AT&T	62.36	426195	
JEFFERSON CTY. TAX OFFICE	7.50	426224	
JEFFERSON CTY. TAX OFFICE	7.50	426225	
JEFFERSON CTY. TAX OFFICE	7.50	426226	
JEFFERSON CTY. TAX OFFICE	7.50	426227	
JEFFERSON CTY. TAX OFFICE	7.50	426228	
JEFFERSON CTY. TAX OFFICE	7.50	426229	
FIRST CALL	69.84	426247	
HERRERA'S EMERGENCY LIGHTING	75.00	426249	
BUMPER TO BUMPER	318.22	426259	
HIGHTECH SIGNS	15.00	426277	
ROBERT'S TEXACO XPRESS LUBE	175.00	426287	
AMERICAN TIRE DISTRIBUTORS	3,024.12	426288	
MIGHTY OF SOUTHEAST TEXAS	85.10	426319	
MIDNIGHT AUTO	239.85	426398	
			4,475.59*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.93	426236	
			2.93*
MOSQUITO CONTROL FUND			546,760.86**
HILO / O'REILLY AUTO PARTS	57.42	426107	
JEPPESEN & SANDERSON	410.00	426150	
MUNRO'S	82.20	426165	
TEXAS DEPT OF AGRICULTURE	75.00	426203	
UNITED PARCEL SERVICE	11.28	426208	
JEFFERSON COUNTY AGRICULTURE COMM	100.00	426306	
BATTERIESPLUS	117.57	426345	
			853.47**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	220.90	426242	
EMPG GRANT			220.90**
SOUTHEAST TEXAS WATER	9.95	426193	
CDW COMPUTER CENTERS, INC.	522.16	426219	
TEXAS CODE BLUE LLC	1,200.00	426256	
			1,732.11**
JUVENILE DETENTION - TJPC			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	56.36	426230	56.36**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,804.81	426148	
PRIORITY MANAGEMENT, INC.	43.00	426178	
UNITED STATES POSTAL SERVICE	93.46	426236	
JCCSC	295.00	426313	
JCCSC	50.00	426314	
EXCEL MEDICAL WASTE LLC	309.40	426368	2,595.67**
LAW OFFICER TRAINING GRT			
CASH ADVANCE ACCOUNT	1,075.25	426149	1,075.25**
COUNTY CLERK - RECORD MGT			
MANATRON	47,840.08	426281	47,840.08**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	982.29	426219	982.29**
J.P. COURTROOM TECH. FUND			
CDW COMPUTER CENTERS, INC.	142.49	426219	142.49**
HOTEL OCCUPANCY TAX FUND			
AT&T	179.33	426195	
DISH NETWORK	110.53	426279	
ATTABOY TERMITE & PEST CONTROL	55.00	426295	
JEFFERSON COUNTY CREDIT CARDS	7.54	426309	337.32**
CAPITAL PROJECTS FUND			
HERNANDEZ OFFICE SUPPLY, INC.	8,055.30	426144	
ALLCO, INC.	177,069.34	426232	
THE HEARTFIELD LAW FIRM	2,164.96	426312	
LJA ENGINEERING INC	1,759.33	426331	
SHEPLEY BULFINCH	11,750.04	426369	200,798.97**
FORD PARK-KAYAK LAUNCH			
LILLIAN HUEY PHELAN BEAN	50,000.00	426399	50,000.00**
AIRPORT FUND			
ENTERGY	1,999.25	426141	
CASH ADVANCE ACCOUNT	1,792.27	426149	
OFFICE DEPOT	78.05	426169	
AT&T	599.96	426195	
WHITE TIRE	3,767.54	426212	
UNITED STATES POSTAL SERVICE	.68	426236	
AIR SOLUTIONS	1,850.00	426258	
DISH NETWORK	95.53	426278	
EASTERN AVIATION FUELS INC	13,247.24	426355	
SUPPLYWORKS	373.28	426367	23,803.80**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	21,596.57	426267	
RELIANCE STANDARD LIFE INSURANCE	5,905.53	426269	
COMPASS PROFESSIONAL HEALTH SERVICE	6,360.00	426348	
SA BENEFITS SERVICES LLC	29,548.56	426349	63,410.66**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO FREEMAN & LIGHTY LLP	3,500.69	426327	3,500.69**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	1,551.00	426264	

NAME

AMOUNT

CHECK NO.

TOTAL

TRISTAR RISK MANAGEMENT	9,716.09	426265	11,267.09**
D.A.'S FORFEITURED FUNDS			
CDW COMPUTER CENTERS, INC.	327.43	426219	327.43**
SHERIFF'S FORFEITURE FUND			
BEAUMONT TROPHIES	127.10	426123	127.10**
MARINE DIVISION			
ENTERGY	513.34	426140	
AT&T	81.90	426195	
VERIZON WIRELESS	531.86	426231	
C & I OIL COMPANY INC	6,462.58	426289	7,589.68**
			988,126.05***

**AGENDA ITEM****October 17, 2016**

Consider and possibly approve a Resolution adopting a Code of Conduct for Procurement Processes pursuant to Sec. 5.1.2 of the Texas Department of Agriculture, 2016 TxCDBG Project Implementation Manual.

- Solicitation/response;
- Evaluation and selection criteria;
- Contractor selection or rejection; and
- The basis for the cost or price. The Grant Recipient should clearly identify during the procurement process any items included in the bid / purchase that are not included in the TxCDBG contract.

Regardless of the type of procurement used, the Grant Recipient must execute a contract to document the work to be completed, the agreed price, and contractor or provider's required compliance with all applicable state and federal requirements that Grant Recipient must follow.

TDA recommends that the Grant Recipient's attorney review bid packets and contracts before execution in order to ensure that all federal and state CDBG requirements, local laws and requirements specific to that municipality or county are incorporated. Certification for construction contracts is included in the sample construction contract as **Appendix F**.

5.1.1 Methods of Procurement

The Grant Recipient must use one of the following methods of procurement:

1. **Competitive Proposals (Administration/Professional Services)** – For purchases where conditions for sealed bid are not appropriate. Preferred method for Professional Services such as administration/professional services and architectural/engineering/surveyor professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.
2. **Micro-purchases less than or equal to \$2,000** – the purchase of supplies or services that are less than or equal to \$2,000. For such purchases, Grant Recipients may use simplified acquisition procedures instead of Small Purchase procedures as described below. Grant recipient must, to the extent practicable, distribute these purchases equitably among qualified suppliers.
3. **Small Purchase** – the acquisition of supplies or services greater than \$2,000 and less than or equal to \$50,000. Small purchase procedures are relatively simple and informal procurement methods for securing services, supplies or other property. Price or rate quotations must be requested from at least three (3) qualified sources.
4. **Sealed Bids (Formal Advertising)** – For purchases greater than \$50,000. Preferred method for construction contracts. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
5. **Noncompetitive Proposals** - special circumstances which are applicable for all purchase levels.

Source: 2 CFR 200.320.

The Grant Recipient must obtain approval from TDA prior to using any method of procurement not described in this chapter.

5.1.2 Conflict of Interest

Grant Recipients of a TxCDBG contract must avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

To prevent conflicts of interest, the Grant Recipient must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. Any person or entity, including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under a TxCDBG contract in order to meet a National Program Objective, or that might potentially receive benefits from TxCDBG awards, may not participate in the selection, award, or administration of a contract supported by CDBG funding. The Grant Recipient may choose to broaden local conflict of interest policies to additional family members and relatives.

A conflict of interest would arise when an employee, officer, agent, consultant, elected or appointed official, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has an interest or financial interest in or a tangible personal benefit from an entity or individual considered for a contract.

In addition, contractors that develop or draft specifications, requirements, statements of work or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.319). For example, an administrative consulting firm that participates in developing or distributing the request for proposals (RFP) may not then submit a proposal in response to that RFP.

Nepotism and conflict of interest regulations can be found in the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, 24 CFR 570.489(h), and 2 CFR 200.318(c).

Exception to Conflicts of Interest: TDA may grant an exception, upon written request from the Grant Recipient, to the conflict of interest provisions on a case-by-case basis if TDA determines that such exception will serve to further the purpose of the TxCDBG project and the effective and efficient administration of the project. (See TxCDBG Application Guide for necessary documentation)

5.2 Competitive Proposals (Administration and Professional Services Contracts)

The Competitive Proposal procurement method applies to all professional services contracts paid in whole or in part with TxCDBG funds.

Competitive Proposal procurement is used when factors other than cost are an important part of selecting the vendor and is the preferred method of selection of professional services such as administration/professional services, engineering, architectural, or land surveying services. Once *proposals are received and rated/ranked, the Grant Recipient is free to negotiate with one or more respondents to arrive at the most advantageous terms and price.* For competitive proposal contracts or modifications greater than \$ 50,000, profit must be negotiated as a separate element of price. However, under 2 CFR 200.320(d)(5) and Texas Government Code, §2254.004, price may not be used as a selection factor for engineering/architectural services. This negotiation is the main difference between this method and the Competitive Sealed Bids Method.

The professional services generally used for CDBG projects means services within the scope of the practice, as defined by state law, of:

- Accounting;

**AGENDA ITEM****October 17, 2016**

Receive and file executed Interagency Agreement between Jefferson County, Texas and the Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

GARTH HOUSE
Mickey Mehaffy Children's Advocacy Program, Inc.

**BEST PRACTICE GUIDELINES: JEFFERSON COUNTY
WORKING PROTOCOLS**

MISSION STATEMENT: To prevent child abuse and neglect and to lessen the trauma to child victims of sexual and severe physical abuse during the investigative, prosecutorial and healing process.

The Garth House Mickey Mehaffy Children's Advocacy Program, Inc. (Garth House) facilitates the coordination of a multidisciplinary team (MDT) response to allegations of child abuse in Southeast Texas. Garth House provides a neutral site for legally sound interviews of children regarding allegations of abuse in cooperation with law enforcement and Texas Department of Family and Protective Services. The need for information is balanced with sensitivity to the child's culture and development thus allowing the child to participate in the criminal justice and protective processes more effectively.

Garth House provides victim advocacy, case tracking, and mental health services and coordinates with two Forensic Nurse Examiner programs to ensure the best outcomes for investigations and clients.

Garth House is committed to "best practices" in ensuring children, persons with disabilities and families receive culturally competent, developmentally appropriate, trauma-informed services. Garth House recognizes the profound importance of helping a child's voice be heard in the criminal justice process.

Child-Focused Setting

Garth House is housed in two historic homes in the Oaks Historic District of Beaumont, Texas and in the Old Orange Historic District of Orange, Texas. The facilities have been renovated and furnished to reflect the comfortable surroundings of a home. The waiting areas in the facilities resemble someone's living room complete with comfy couches and toys for children of varying developmental levels to use while waiting.

Children and caregivers are supervised by Garth House and/or "Friend of the Child" volunteers while they are on property. The waiting areas can be clearly viewed from the receptionist desk.

Alleged perpetrators are not allowed on property to ensure physical and psychological safety for children and caregivers.

Garth House facilities are physically accessible for clients. Garth House can accommodate wheelchairs at all facilities so that services are available for all clients.

Cultural Competency and Diversity

Forensic interviews are conducted with sensitivity and appropriate response to both a child's development and cultural background including race, ethnicity, preferred language or linguistic barriers, degree of enculturation, gender and religious preferences.

Garth House provides services for children and caregivers who do not speak English and for clients who are Deaf or hard-of-hearing through appropriate interpreters and bi-lingual service providers. Garth House has a bilingual Family Advocate who can assist a Spanish-speaking client or caregiver. Also, Garth House has an arrangement with a nearby "sister" children's advocacy center when a Spanish-language forensic interview is needed. This center provides a bi-lingual interviewer to conduct the interview and work with the Garth House MDT to ensure appropriate services are provided for that child and family. When an interpreter for the Deaf is needed, Garth House uses appropriate interpreters with the training and experience needed to protect the integrity of the interview process.

MULTIDISCIPLINARY TEAM

Garth House coordinates a multidisciplinary team (MDT) response to allegations of child abuse. This interagency collaboration facilitates the efficient gathering and sharing of information relevant to an investigation and provides for better outcomes in terms of prosecution and improved services for the child and family.

The members of the MDT are committed to the Children's Advocacy Center model and the MDT process. Though they retain their individual agency roles and follow their own procedures, they are committed to collaborating with other agencies to meet the following requirements of the Texas Family Code 264.401:

1. Develop a cooperative, team approach to investigating child abuse
2. Reduce to the greatest extent possible the number of interviews required of a child victim to minimize the negative impact of the investigation on the child.
3. Develop, maintain and support through the children's advocacy center, an environment that emphasizes the best interest of the children and that provides investigatory and rehabilitative services.

The Jefferson County MDT is comprised of the following:

- Jefferson County District Attorney's Office
- Jefferson County Sheriff's Office
- Beaumont Police Department
- Port Arthur Police Department
- Port Neches Police Department
- Nederland Police Department
- Groves Police Department
- Beaumont Independent School District Police Department
- Texas Department of Family & Protective Services – Child Protective Services (CPS)
- Texas Department of Family & Protective Services – Adult Protective Services (APS)
- Texas Department of Family & Protective Services – Childcare Licensing (CCL)
- CHRISTUS Southeast Texas Health System
- Child Abuse and Forensic Services, Inc.
- CASA of Southeast Texas, Inc.
- Jefferson County Crime Victim's Assistance Center
- Garth House Multidisciplinary Team Coordinator/ Intake Screener
- Garth House Forensic Interviewer
- Garth House Family Advocate
- Garth House Mental Health Professional

The role of each discipline within the MDT as follows:

DISTRICT ATTORNEY

- Prosecutes criminal cases of child abuse and neglect
- Provides direction regarding investigations in order to ready a case for prosecution
- Provides dispositions/dates of cases including grand jury findings, trials and outcomes of prosecutions

LAW ENFORCEMENT

- Conducts investigations of cases in which a crime may have occurred as defined by the Texas Family Code or Texas Penal Code
- Schedules and attends forensic interviews of alleged victims or witnesses
- Coordinates with TDFPS caseworkers regarding scheduling the forensic interview and notifying the child's family
- Shares relevant information with other MDT members to allow informed decision-making by all team members
- Participates in MDT Case Review and presents relevant information to the DA's office and other team members
- Includes schools and school districts with law enforcement investigative units who investigate crimes against children or have need of taking a child's witness statement

TDFPS

Child Protective Services (CPS)

- Conducts investigations as mandated by the Texas Family Code regarding allegations of child abuse and neglect by a child's parent, guardian, managing or possessor conservator, foster parent, other person living in the child's home and school personnel.
- Schedules and attends forensic interviews of alleged victims or witnesses
- Coordinates with Law Enforcement regarding scheduling the forensic interview and notifying the child's family
- Shares relevant information including case dispositions with other MDT members to allow informed decision-making by all team members
- Participates in MDT Case Review and presents relevant information to the DA's office and other team members

Adult Protective Services (APS)

- Conducts APS investigations as mandated by the Texas Human Resources Code Section 48.252 regarding allegations by caregivers or others involved in the provision of care to the individual receiving services in state operated and/or contracted settings that serve adults and children with mental illness or intellectual or developmental disability and clients receiving services from a provider of home and community-based services
- Schedules and attends forensic interviews of alleged victims or witnesses
- Coordinates with Law Enforcement regarding scheduling the forensic interview and notifying the alleged victim's caregiver or family

- Shares relevant information including case dispositions with other MDT members to allow informed decision-making by all team members
- Participates in MDT Case Review and presents relevant information to the DA's office and other team members

Child Care Licensing (CCL)

- Conducts CCL investigations of reported abuse and neglect of children in all child care operations and child placing agencies
- Schedules and attends forensic interviews of alleged victims or witnesses
- Coordinates with Law Enforcement regarding scheduling the forensic interview and notifying the child's family
- Shares relevant information including case dispositions with other MDT members to allow informed decision-making by all team members
- Participates in MDT Case Review and presents relevant information to the DA's office and other team members

FORENSIC INTERVIEWER

- Provides legally sound forensic interviews of children ages 2 through 12, emotionally and/or intellectually challenged teens and adults, and any other children as requested by the District Attorney's office
- Coordinates MDT Case Review meetings
- Shares relevant information with the team
- Testifies in both civil and criminal hearings
- Assists with case tracking and gathering statistics for funding source reports
- Acts as a resource to provide training and information about abuse dynamics, effects of abuse, typical victim behaviors, the children's advocacy model and interviewing

FAMILY ADVOCATE

- Orients the child and family to the interview process including a brief tour of the interview room and explanation of the camera and recording system
- Meets with the caregiver during the forensic interview to provide support and information regarding the MDT and criminal justice process
- Provides crisis intervention including assessing the need for other services
- Provides written information including the booklet, "A Handbook for Parents" with the names and contact information of the investigators involved
- Provides information for caregivers regarding the rights of crime victims, refers the family to the Crime Victims Assistance Office and provides Crime Victims Compensation applications
- Makes referrals as needed to other community resources and provides information about counseling
- Follows the case through the legal system updating the status of the case in Case Tracking including final disposition
- Maintains contact with the family during the investigative and prosecutorial processes

- Offers support during prosecution including court accompaniment
- Attends MDT Case Review and provides relevant information to team members
- Gathers necessary statistical information to complete reports for funding sources and monitoring agencies

FORENSIC NURSE EXAMINER

- Provides medical forensic evaluation of suspected child abuse victims including appropriate documentation (written and/or photographic) and evidence collection
- Provides expertise in differentiating medical findings indicative of abuse versus those with other explanations
- Helps ensure the health and well-being of the child by providing appropriate education and reassurance for the child and caregiver
- Makes referrals as needed for other medical care
- Attends MDT Case Review and provides relevant information to team members
- Provides ongoing education for the MDT both through formal trainings and informal consultation

MENTAL HEALTH PROFESSIONAL

- Provides trauma-informed mental health assessment and treatment for eligible children and their caregivers
- Attends MDT Case Review meetings and shares relevant information while protecting each client's right to confidentiality (by obtaining appropriate written consent)
- Assists with case tracking and gathering statistics for funding source reports
- Acts as a resource for the MDT by providing training and information about abuse dynamics, effects of abuse, typical victim behaviors, trauma and trauma treatment
- Provides testimony in court
- Helps prosecutors assess a child's ability to participate in the criminal justice process
- Educates other MDT members about the role of a therapist as a treatment provider including the differences between a therapy session and a forensic interview.

FORENSIC INTERVIEW

Garth House recognizes that disclosure of abuse by children is a process, not an event. Garth House provides neutral, forensically sound interviews in order to assist partner agencies in the investigative process. The forensic interviews are documented by high-quality, digital audio and visual recording and released to the investigative agency on a DVD. Investigators refer cases to the Garth House for the coordination of forensic interviewing and other services.

Case Referral

TDFPS (CPS/APS/CCL) and law enforcement agencies will refer cases regarding suspected sexual or severe physical abuse of children ages 12 and under. Older children and adults may also be interviewed at the request of a partner agency or the District Attorney's office. Such a request may be made for an older child or adult with intellectual disability or developmental delays that would make it difficult for that person to give a statement to an investigator, or for any other reason that the District Attorney may deem that a forensic interview is needed.

A case under investigation by CPS must be reported to Statewide Intake to initiate an investigation, even if the child is in foster care or if the investigation is being conducted for Child Care Licensing (CCL).

A CPS or law enforcement investigator contacts a forensic interviewer at the Garth House to request an interview and set an appointment. It is the investigator's responsibility to contact the child's caregivers with the information regarding the day and time of the appointment and directions to the Garth House.

At the time of the request the investigator provides the Forensic Interviewer with pertinent information including a brief summary of the allegations, the child's age and sex and any concerns regarding the child's ability to participate in an interview such as a language barrier or developmental delay.

It is the responsibility of the scheduling investigator to inform other MDT members regarding the report and scheduled interview. The interviewer may be able to help the investigator determine who will be assigned to the case from other agencies.

Intake

The intake process begins with the referring agency contacting the interviewer for an appointment and continues with the parent or caregiver providing information before the interview by completing the necessary forms.

Forensic Interview Process

Definitions

Forensic Interview	A developmentally sensitive and legally sound method of gathering factual information regarding allegations of abuse and/or exposure to violence. This interview is conducted by a competently-trained, neutral professional utilizing research and practice-informed techniques as part of a larger investigative process.
Subsequent Interview	An interview to supplement the initial completed forensic interview
Multi-Session Forensic Interview	One forensic interview completed over multiple sessions for children and cases with special considerations
Case Team	TDFPS Investigator (CPS/CCL/APS) Law Enforcement Investigator Forensic Interviewer Family Advocate

General Process

Prior to the interview, the case team meets briefly to allow the exchange of pertinent information and to discuss anything that might require special consideration for the interview strategies used. The investigator may also share any specific concerns he or she would like addressed with the child during the fact-finding portion of the interview.

During the forensic interview, only the interviewer and the child are present in the interview room. The case team views the interview from an observation monitor room via a closed-circuit camera and television monitor.

The Forensic Interviewer may use various interview aids as needed including anatomical drawings, anatomically-detailed dolls or marker and white board to gather details following a disclosure of abuse. The Forensic Interviewer will also coordinate with the investigator regarding the introduction of evidence (e.g. hard copy of a photograph) into the interview process.

An investigator must be present during the interview in the observation monitor room. The interviewer will leave the interview room and speak briefly with the investigator in the monitor room before ending the interview. A representative of the district attorney's office is not present. Every child is offered a snack and a "comfort" item such as a stuffed animal at the conclusion of the forensic interview process by someone other than the forensic interviewer.

Following the forensic interview, case team members are provided space to meet with the team and with the caregivers out of the child's presence. Privacy is respected by providing separate waiting areas if more than one family is on property.

Multi-Session Forensic Interview

The multi-session forensic interview process is appropriate for children who may need more than one session with the interviewer to be able to disclose what, if anything, has happened to them. This could include children with developmental delays, intellectual disability or exposure to complex trauma such as human trafficking. The decision to utilize more than one session may be made prior to the interview by the team or during the initial interview if it becomes evident that the child needs additional time to participate fully in the process. This must be a unanimous team decision.

Each session of the MSFI must be attended by at least one investigator.

Each session of the MSFI is recorded on a separate DVD and clearly labeled with the child's name and date.

The same forensic interviewer will conduct all sessions of an MSFI.

Subsequent Forensic Interview

Though one of the goals of the children's advocacy program model is to limit the number of times that a child is interviewed, Garth House recognizes there are circumstances in which an additional interview is necessary. A subsequent forensic interview may be requested by the District Attorney's office or by an investigator in cooperation with the District Attorney's office. This is an additional forensic interview following a completed forensic interview. Such a request might be made due to additional allegations being made or any reason that might require additional questioning of the child. A subsequent interview may also be requested by the District Attorney's office in the event a child recants the initial disclosure. The forensic interviewer who conducted the initial interview will complete any subsequent interview.

Specific Guidelines

1. With the exception of acute cases, the Garth House interview should be conducted prior to a Forensic Nurse Examination.
2. Interviews are usually scheduled and conducted at Garth House in Beaumont or Garth House in Orange Monday through Friday from 8:00 am to 4:00 pm.
3. An emergency interview will be conducted when the child is in immediate danger or failure to interview the child immediately could result in the loss of vital information. If an interview needs to be scheduled after hours, over the weekend or on a holiday the investigator may contact the Forensic Interview Supervisor 409-553-2021 or Executive Director 409-350-1188 so that the case may be screened and assigned to be interviewed.
4. It is the responsibility of the investigator to ensure the family has transportation and is aware of the day and time of the interview.

5. Investigators should be on time and apprise the child's caregivers of the need to be on time.
6. The investigator should let the family know only one or two caregivers or support persons need to attend the interview with the child.

Digital Recording/DVD

At the Beaumont Garth House facility, a digital recording system records the forensic interview. At the time of the interview a DVD is created of the interview and labeled clearly with the child's name, date, law enforcement case number and Garth House case number. This DVD is released to the law enforcement investigator. If a TDFPS investigator is present, a copy of this DVD, also clearly labeled, will be released to that investigator. Garth House will keep a signed and dated form indicating to whom each DVD was released.

At the Orange Garth House facility, two DVD's are created at the same time. One DVD is released to the appropriate law enforcement agency and the other is released to the TDFPS investigator, if they are involved. The same signed and dated release form is kept with the child's case folder.

Garth House also has the capacity to conduct forensic interviews off-property using mobile digital recording equipment if the Forensic Interviewer and investigators determine that a child or person with a disability cannot be transported to Beaumont or Orange. The Forensic Interviewers will coordinate with investigators regarding the need for an off-site interview (e.g. An alleged victim is undergoing medical treatment in a hospital and the MDT determines a forensic interview is necessary before the alleged victim is released.)

Written Records/Digital Recordings

All digital recordings and written records related to the forensic interview are confidential information and not subject to public release.

Interview records are kept in a secure location at Garth House (e.g. locked file cabinet). Only interviewers and authorized personnel have access to interview records. If a record is removed from the building (e.g. interviewer conducting case review with the MDT in Hardin, Jasper, Tyler or Newton Counties), the interviewer will take precautions to ensure that the record is secure and returned to Garth House as soon as possible.

In accordance with Texas Family Code, any recorded interview created at the Garth House is the property of the District Attorney's office or TDFPS if law enforcement is not involved. If there is no prosecution and TDFPS is not involved, the recording is the property of the agency that referred the matter to the CAC.

Garth House accepts requests for records and witness testimony from the District Attorney's office via FAX or email.

Any party involved in civil litigation (e.g. a parental custody suit) must have a subpoena served to a specific witness or to the Custodian of Records. The Executive Director, or designee, is the Custodian of Records. The Custodian of Records (or designee) will then refer to the appropriate partner agency regarding the release of any information.

Professional Qualifications & Ongoing Training

Forensic interviewers will meet at least one of following standards:

1. Documentation of timely progress towards or satisfactory completion of the Children's Advocacy Centers of Texas, Inc. (CACTX) Forensic Interview Core Curriculum **or**
2. Documentation of at least 40 hours of nationally or state recognized forensic interview training that includes child development

Forensic interviewers are required to complete at least ten hours of on-going training annually with at least five hours in the field of forensic interviewing.

Garth House provides opportunities for continued training and development through CACTX, Inc. Professional Society of Forensic Interviewers (PSFI). Forensic interviewers attend quarterly, systematic peer review meetings where they can discuss applications of current research and participate in the review and critique of their interviews.

VICTIM ADVOCACY

Garth House recognizes the need to provide victim advocacy for children and families across the entire span of the criminal justice process. Garth House Family Advocates meet with the child's caregiver at the time of the forensic interview and then stay in contact with the family providing support, gathering information, providing crisis intervention and appropriate referrals throughout the duration of the case.

Initial Intake Process

Prior to a forensic interview, the Family Advocate meets with the Forensic Interviewer and investigators to obtain information regarding the family and the case.

The Family Advocate also gathers relevant information from the family and helps orient the child and family to the process by giving them a brief tour of the interview room and explaining the camera and recording equipment.

During the Forensic Interview

The Family Advocate uses the time during the child's forensic interview to meet with the child's caregivers to provide information, education and support and to assess the family's needs for other services. At this time the forensic interview process is explained more fully and the Family Advocate obtains a written waiver of confidentiality from the child's parent or caregiver. The caregiver is also given a booklet entitled "Handbook for Parents" including the names and contact information for the investigators involved in the case. Caregivers are given information about counseling and education about the dynamics of abuse. The Family Advocate also assesses the basic needs of the family and makes referrals to the Crime Victims Assistance Office and other community agencies.

The Family Advocate meets briefly with the interviewer and investigators following the interview to gather pertinent information in order to help the family understand the criminal justice process.

The Family Advocate also coordinates with the family and the investigators if it is determined that a medical evaluation is needed. The Family Advocate provides appropriate literature and information for the family regarding forensic nurse examinations.

Continuing Contact

The Family Advocate contacts the family by telephone, email or in person as needed to provide continued support and information and to continually assess the needs of the child and family.

The Family Advocate participates in the MDT Case Reviews by sharing relevant information with team members from their initial contact with the family and from subsequent contacts.

The Family Advocate stays in contact with MDT members regarding the dispositions of cases.

The Family Advocate contacts and informs the family of trial dates and provides court accompaniment as needed.

Professional Development & Ongoing Training

Family Advocates have the opportunity to meet with other victim service professionals at least quarterly including Garth House Professional Standards and Jefferson County Children's Non-Profit Networking Meeting.

Family Advocates participate in initial and ongoing training provided by CACTX. They complete at least eight hours of training annually specific to victim services. They are also supported in attending quarterly Family Advocate Peer Review.

MEDICAL EVALUATION

Garth House recognizes the critical importance of medical evaluation as part of an MDT response to allegations of sexual and/or physical abuse of children.

The purpose of a medical forensic evaluation is to diagnose and document any medical conditions that resulted or could have resulted from abuse. This evaluation also includes a “head-to-toe” exam to document the overall health and appearance of the child and to address any medical condition unrelated to possible abuse. The Forensic Nurse Examiner provides an invaluable service as part of an investigation by providing written and photo-documentation of the exam as well as evidence collection. They can assess any behavioral, developmental or emotional problems and can coordinate with the MDT to ensure appropriate referrals are made. They also ensure the health and well-being of the child by providing appropriate education and reassurance for the child and caregiver.

Participation in the MDT

The Forensic Nurse Examiner coordinates with investigators regarding the timing and location of a medical evaluation in order to avoid multiple exams.

A Forensic Nurse Examiner attends every MDT Case Review meeting and provides relevant information to team members. This medical professional is invaluable in differentiating medical findings indicative of abuse versus those with other explanations and providing education for other team members.

General Guidelines

1. With the exception of acute cases (within 96 hours of offense), the Garth House forensic interview should be conducted prior to a Forensic Nurse Examination.
2. Law enforcement or TDPFS investigators request a medical forensic evaluation as part of their investigation based on the alleged victim's outcry, the statement of another witness or other significant forensic factor.
3. A child's disclosure of “skin-to-skin” contact during an alleged offense is a sufficient indicator for an exam to be conducted.
4. For an acute exam (within 96 hours of offense), the investigator may contact Child Abuse & Forensic Services or send the child and caregiver to CHRISTUS Southeast Texas Health System Emergency Room.
5. For a non-acute exam (more than 96 hours since offense), the investigator may contact Child Abuse & Forensic Services at 409-832-0421 or the Forensic Nurse Coordinator at CHRISTUS Southeast Texas Health System at 409-899-7100 to schedule an appointment.

6. For an emergency situation in which the child is complaining of pain or there is evidence of injury, the child and caregiver will be sent to CHRISTUS Southeast Texas Health System Emergency Room to evaluate the need for medical treatment in conjunction with the forensic medical evaluation.

Child Abuse Expertise & Ongoing Training

Forensic Nurse Examiners will meet at least one of the following standards:

1. Documentation of satisfactory completion of competency-based training in the performance of child abuse evaluations; and/or
2. Documentation of 16 hours of formal medical training in child abuse evaluation (provided by a physician with child abuse expertise)

Forensic Nurse Examiners practice under a qualified medical director, allowing consultation when needed.

Forensic Nurse Examiners participate in ongoing training in the field of child abuse, including at least eight hours of CEU/CME credits every two years. Forensic Nurse Examiners also review patient assessment, care and photo documentation with advanced medical consultants periodically.

MENTAL HEALTH SERVICES

The purposes of the mental health services provided by Garth House are to promote healing, to lessen the likelihood of revictimization and to decrease the negative outcomes of trauma. Garth House is committed to providing “best practices,” ensuring children and families receive culturally competent, developmentally appropriate, trauma-focused therapy.

Garth House offers specialized trauma-focused mental health services for child victims and their non-offending family members both onsite and through contracted professionals in the community. These services are offered free of charge to the client and are provided by funding sources such as grants, donations and fundraisers.

Referrals

Referrals for counseling come primarily through either Child Protective Services or Law Enforcement, though a referral may come from any multidisciplinary team member, parent or professional concerned about a child’s well-being.

Following a referral, the child’s parent or caregiver will call the Garth House to request mental health services. Requests for counseling services are processed by the Clinical Director and/or Intake Counselor. The investigator in the case or other MDT members will be contacted to gather relevant information regarding the case.

A child is usually eligible for counseling services if CPS or Law Enforcement has determined that child is a victim of sexual or severe physical abuse. “Victim” status is defined as:

1. Disposition of “reason to believe” or “unable to determine” (with symptomatic behavior) from CPS and/or
2. Law enforcement filing the case with the District Attorney.

Eligibility for mental health services is determined on a case-by-case basis. Other factors such as pre-existing mental illness may play a role in determining if Garth House can provide appropriate treatment. Garth House will assist the family in accessing the most appropriate treatment. If a child is not eligible (e.g. CPS “rules out” abuse or other specialized treatment is required), referrals to other resources in the community will be given.

Services may also be provided for children exposed to potentially traumatic events such as witnessing a homicide or violent assault.

Counseling is available and encouraged for parents or other caregivers and non-offending siblings of child victims in the counseling program. Eligibility for non-offending family members is contingent upon eligibility and participation of child victims.

Mental Health Services Offered

Specialized trauma-focused mental health services include:

- Crisis intervention
- Trauma-specific assessment including full trauma history
- Standardized assessment measures
- Individualized written treatment plan
- Individualized evidence -informed treatment
- Trauma-informed Caregiver group for parents or other caregivers
- Referral to other community resources to meet special needs, higher level of care and/or as part of after-care planning
- Clinical supervision

Garth House does not provide psychological or custody evaluations.

Professional Development & Ongoing Training

Mental health services are provided by professionals with training, experience and expertise in working with child victims. Garth House recognizes the need for specialized knowledge in the areas of trauma, trauma-focused treatment, sexual abuse dynamics and trauma outcomes. A mental health professional must met at least one of following standards:

- Masters' degree (or higher) in a counseling-related field and licensed to provide professional mental health counseling in Texas (LPC, LCSW, Ph.D) **or**
- Temporary license to provide counseling as an LPC Intern under clinical supervision in order to meet the requirements for full licensure in Texas **or**
- Practicum student from an accredited graduate program in a counseling-related field practicing under clinical supervision.

Mental health providers are required to complete a training plan for 40 hours of specialized, trauma-focused training composed of continuing education, clinical supervision and consultation, peer supervision and mentoring within the first six months of association with the Garth House (or demonstrate relevant prior experience and training).

The mental health provider is also required to complete on-going training annually of at least eight hours in the areas of counseling children, child abuse, trauma and/or trauma treatment.

The mental health provider is required to participate in on-going clinical supervision and consultation with the goal of maintaining fidelity to a trauma-focused treatment model.

Mental health providers are expected to adhere to their professional code of ethics while providing services for the Garth House.

The Clinical Director, or designee, is the Custodian of Records for Garth House Mental Health records.

Separation of the Forensic Interview Process and Mental Health Treatment

The forensic interview process and mental health services are kept separate with clear role boundaries for the professionals performing these functions. Forensic interview records and mental health records are created and stored separately.

The role of the forensic interviewer is as a fact finder, gathering information in a neutral and unbiased manner as part of an investigation in coordination with the MDT.

The role of the mental health professional is to provide treatment within a therapeutic relationship and is clearly distinguished from the role of investigator or forensic interviewer. The clinical process is designed to assess and address possible effects of trauma, working toward specific treatment goals and is not necessarily forensically sound in terms of neutral fact-gathering. Information is gathered for the purpose of taking a thorough trauma history and making treatment decisions. This is distinctly different from the neutral, fact-finding focus of a forensic interview.

Balancing Participation in MDT and Client Confidentiality

During the intake for counseling, caregivers will be provided with information about the MDT and the involvement of the mental health professional on the MDT. Caregivers will be asked to provide written consent to release confidential information which will allow the counselor to acknowledge to the MDT that the child is participating in counseling and to give brief updates regarding the child's progress to team members as necessary.

If a caregiver opts to not sign a release of confidential information, his/her child may still receive counseling services at Garth House. Counseling is NOT contingent upon releasing confidential information.

Maintaining Mental Health Records

Mental Health records are kept in compliance with Title 22, Texas Administrative Code, Part 30, Chapter 681 (LPC Board Rules) and Texas Health & Safety Code, Chapter 611 regarding maintaining confidential mental health information.

Only clinicians and authorized personnel have access to client records. Any record removed from the secure location will be returned by the end of the business day. No records will be left unsecured overnight. If a record is removed from the building (e.g. clinician providing counseling in Tyler, Jasper or Newton Counties in donated space), the clinician will take precautions to ensure that the record is secure and returned to Garth House as soon as possible.

Any confidential information stored electronically on computer hard drive, centralized server or network is secured through limiting physical access, login monitoring, password management, limiting personnel access, protection from "malicious software" and data backup stored at offsite location in fireproof safe.

CASE REVIEW

Garth House provides routine times for the MDT to meet and review current cases. The purpose of these case reviews is to monitor the status of current cases, share relevant information in a timely manner and coordinate services. Case review also fosters a cooperative, team effort to the investigation of child abuse.

MDT Case Review is coordinated by the forensic interviewer upon notification from an investigator that a case is ready to be reviewed. The forensic interviewer will also follow up with the investigator one to three weeks following an interview to determine the best time to schedule case review. The interviewer then notifies other MDT team members of the date and time by email or FAX.

In Jefferson County Case Review meetings are held weekly at the Garth House. Case Reviews are attended by the Garth House forensic interviewer, case investigators (law enforcement and/or CPS/APS/CCL), a mental health professional, a forensic nurse examiner, the District Attorney or his/her assigned representative and a Garth House Family Advocate. In some cases, a representative of Juvenile Probation or Adult Probation will also be invited.

Each person in attendance signs a dated confidentiality agreement at each meeting.

Any open case in which the child made a disclosure of abuse will be reviewed. An investigator or anyone on the MDT may request a case staffing, even if the child involved did not make a disclosure of abuse or if the child was not interviewed at the Garth House.

CASE TRACKING

Garth House uses a systematic method of recording and monitoring case information during the MDT process from the forensic interview through final case disposition.

Garth House utilizes the web-based case tracking system (Case Tracking) developed and maintained by CACTX, Inc. This system tracks various types of case information including client demographics, services provided and case disposition or outcomes.

Garth House staff including the forensic interviewers, professional counselors and family advocates all use this system to input and track information. Information from other MDT members is routinely recorded in the case tracking system and shared with other team members as needed. This information is not released to agencies or parties who are not part of the MDT. Requests for information will be referred back to the investigating agency or the appropriate District Attorney's office as per the Texas Family Code.

Case Tracking Process

1. Forensic interviewers and family advocates will gather information from the family and from the investigators prior to a forensic interviewer. This information includes but is not limited to:
 - demographic information regarding the child and caregivers
 - demographic information regarding the alleged offender, including this person's relationship with the alleged victim
 - abuse allegation/type of abuse
 - names/agencies of investigators
2. The Forensic Interviewer creates the initial record for a case in the web-based case tracking system following the forensic interview. If the child is not interviewed at Garth House but is receiving mental health treatment, the Counselor will create the initial record following an intake session with the child's caregiver.
3. The Family Advocate uses a dedicated Access database to track contacts with partner agencies and information gathered on charges, rulings, grand jury findings, trials and final dispositions of each case.
4. Forensic interviewers and family advocate attend MDT Case Review meetings and gather information on the progress of the cases reviewed. This information is then updated in Case Tracking and in the database by the Family Advocate.
5. In order to reduce duplicative requests for information from partner agencies, Garth House counselors and family advocates will share information regarding case progress via email.
6. In Jefferson County, the Family Advocate Supervisor has remote access to the county server to gather information regarding the case in the county jail or District Attorney's records.

CONFLICT RESOLUTION/ PROFESSIONAL STANDARDS MEETING

Garth House provides both formal and informal opportunities for MDT members to provide feedback and suggestions regarding procedures and operations at Garth House.

The Professional Standards meeting provides a routine opportunity for MDT members to address any conflicts, clarify roles of team members and discuss ways to improve the collaboration of team members. This committee meets five times annually at the Garth House and includes at least one representative from each discipline and partner agency. Any consensus reached by the committee is binding on its members.

The process for conflict resolution is as follows:

1. A member of the MDT brings a concern to the Executive Director for Professional Standards
2. The Executive Director places the item on the agenda for the next Professional Standards meeting
3. Either the Executive Director or the MDT member will address the members of the Professional Standards Committee at the next meeting to allow discussion and a resolution
4. If the problem is not resolved, the Executive Director will notify the Board President and contact the District Attorney to act as mediator
5. If the problem still cannot be resolved the Executive Director will contact CACTX, Inc. for assistance

Any resolution will prioritize the best interest of the child or children involved.

CONFIDENTIALITY

The files, reports, records, communications, and working papers used or generated by the Garth House are confidential and not subject to public release under Chapter 552, Government Code. All State and Federal confidentiality laws will be followed in connection with this agreement. This agreement can be terminated by any party without cause by giving written notice to the other parties.

Garth House staff are given regular training regarding maintaining confidentiality.

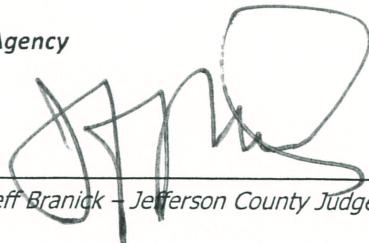
MDT members are routinely reminded of the confidential nature of the information shared in Case Review and asked to sign a form acknowledging their commitment to protecting the integrity of the MDT process by keeping shared information confidential.

Mental Health records are kept in compliance with Title 22, Texas Administrative Code, Chapter 681 (LPC Board Rules) and Texas Health & Safety Code, Chapter 611 regarding maintaining confidential mental health information.

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Jefferson County

Name/Agency



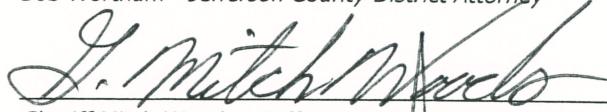
Judge Jeff Branick - Jefferson County Judge

Date

10/10/16

Bob Wortham

Bob Wortham - Jefferson County District Attorney



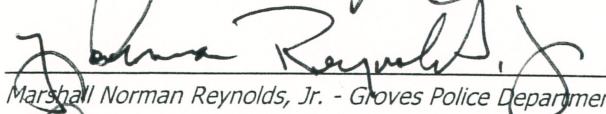
Sheriff Mitch Woods - Jefferson County Sheriff Office

8-30-2016

Chief James P. Singletary

Chief James P. Singletary - Beaumont Police Department

8-30-2016



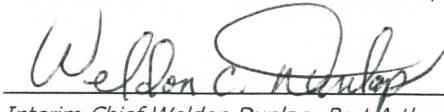
Marshall Norman Reynolds, Jr. - Groves Police Department

6-30-16

Chief Darrell Bush

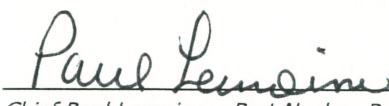
Chief Darrell Bush - Nederland Police Department

9-26-16



Interim-Chief Weldon Dunlap - Port Arthur Police Department

9-24-16



Chief Paul Lemoine - Port Neches Police Department

8-30-2016

Chief Roberto Flores

Chief Roberto Flores - Beaumont ISD Police Department

9/23/2016



Kristene Blackstone - DFPS Assistant Commissioner of CPS

9-27-16

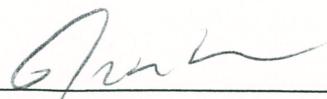


Beth Engelking - DFPS Assistant Commissioner of APS

7-15-16

7/26/16

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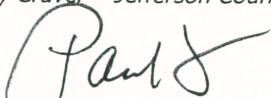
Jean Shaw – DFPS Director for Residential CCL



Brenda Garrison – Child Abuse & Forensic Services



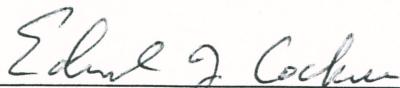
Misty Craver – Jefferson County Victims Assistance



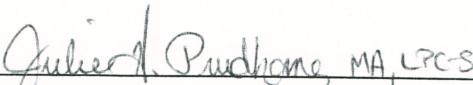
Paul Trevino – Chief Executive Officer
CHRISTUS Southeast Texas Health System



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.

7/19/16

F-30-16

8-30-16

8/30/16

9/14/16

9/26/16

8/24/16

8-24-16

*Children's Advocacy
Memorandum of Understanding
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

Whereas, all State and Federal confidentiality laws will be followed in connection with this agreement, and this agreement can be terminated by any party without cause by giving written notice to the other parties, 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**


Judge Jeff Branick - Jefferson County Judge

Date

10/10/16

Bob Wortham

Bob Wortham - Jefferson County District Attorney

8-30-2016

Sheriff Mitch Woods

Sheriff Mitch Woods - Jefferson County Sheriff Office

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9-26-16

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Beth Engelking

Beth Engelking - DFPS Assistant Commissioner of APS

7/26/16

Jean Shaw

Jean Shaw - DFPS Director for Residential CCL

7/19/16

Brenda Garison
Brenda Garison - Child Abuse & Forensic Services

8-30-16

Misty Craver
Misty Craver - Jefferson County Victims Assistance

8-30-16

Paul Trevino
Paul Trevino - Chief Executive Officer
CHRISTUS Southeast Texas Health System

8/30/16

Vernice Monroe
Vernice Monroe - Interim Director CASA of S. E. Texas

9/14/16

Ed Cockrell
Ed Cockrell - Jefferson County Juvenile Probation

9/26/16

Julie H. Prudhome, MA, LPC-S
Julie H. Prudhome, M.A., LPC-S - Clinical Director,
Garth House Mickey Mehaffy Children's Advocacy Program, Inc.

8/24/16

Marion Tanner
Marion Tanner - Executive Director,
Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

8-24-16

**AGENDA ITEM****October 17, 2016**

Consider approving a letter and authorizing its sending to individuals/ organizations with events booked at Ford Park after 3/31/17.

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

JEFF R. BRANICK
County Judge

October 10, 2016

Dear _____:

It has come to the Commissioner's Court attention that there may exist some concern and uncertainty regarding the change of venue management at Ford Park. It is also my understanding that you and/or your organization currently have a date being held or already booked at Ford Park for an event after March 31, 2017. The Commissioner's Court wants to assure you that it is our intention to honor any and all commitments made by SMG for events at Ford Park and we will take all necessary steps to communicate your selected dates to any subsequent management company just as soon as a contractual agreement is reached between the county and such company.

In the interim, and should you have any questions and/or concerns, please feel free to contact me so that we might address your concerns as expeditiously as possible.

Please know that the Court values your patronage of our facility and we look forward to serving you in the future. Please let us know how we may be of service to you as we move forward.

Yours truly,

Jeff Branick

RECEIVED OCT 10 2016



EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
PRECINCT 4
P.O. Box 4025
Beaumont, Texas 77704-4025

SHEDRICK D. EVANS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 - Service Center

October 7, 2016

Ms. Loma George
Hon. Jeff Branick's Office

RE: Agenda Item

Please place this item on the Monday, October 17, 2016, Commissioners' Court Agenda.

Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2016.

Thank you.

A handwritten signature in black ink that reads "Everette 'Bo' Alfred". Below the signature, the text "Commissioner Precinct # 4" is printed.

Enclosure

EA/nr

COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/ 2016- 12/31/2016

Hon. Everette "Bo" Alfred
Jefferson County Commissioner, Pct.4
PO Box 4025
Beaumont, TX 77704-4025

Term:
1/1/2003 - 12/31/2018

Phone: (409) 835-8443
Fax: (409) 784-5803

Last 4 digits of SSN
8953

01/01/2016	Excess hours carried from prior period	8.00
05/16/2016	North & East Texas County Judges and Commissioners Annual Conference	10.00

Total Hours Earned: 18.00

You have met your 2016 Commissioner Statutory Continuing Education requirement.

You will carry forward 2.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.



PROCLAMATION

STATE OF TEXAS

§ COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17th day of October, 2016, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

Italian History Month

WHEREAS, contributions made by Italians to the United States date back to America's being discovered by Italian Christopher Columbus; our country was named after Italian Amerigo Vespucci, the U.S. Constitution includes a thesis on the equality of man written by Italian Filippo Mazzei; and

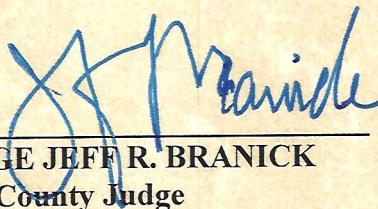
WHEREAS, an Italian Alessandro Malaspina mapped the Pacific from Mexico to Alaska, and the Dome of the United States Capitol was created by Italian Constantino Brumidi, Bank of America was founded by A.P. Giannini and the first enlisted man to receive the Medal of Honor in World War II was Italian American, John Basilone; and

WHEREAS, Italian artist Pompeo Coppini created monuments at Sam Houston's tomb, the Texas heroes' memorial at Gonzales, and a monument at the Alamo; a Sicilian named Sam Lucchese became a world famous boot maker in San Antonio and another Sicilian named Joe Grasso pioneered the shrimp industry along the Texas Gulf Coast, the oilman and far-sighted visionary Italian Ed Paggi help found and was the first president of Beaumont's YMBL; and

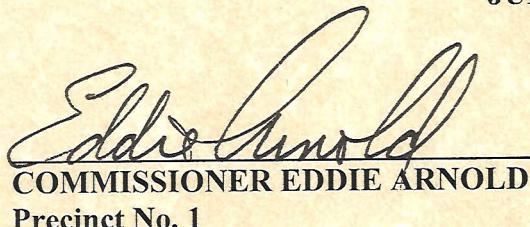
WHEREAS, these fine contributions have helped make America the land where freedom and opportunity reign.

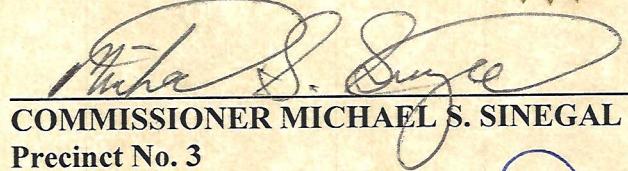
NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson, Texas does hereby proclaim the month of October, 2016, as **Italian History Month** in Jefferson County, Texas.

SIGNED this 17th day of October, 2016.

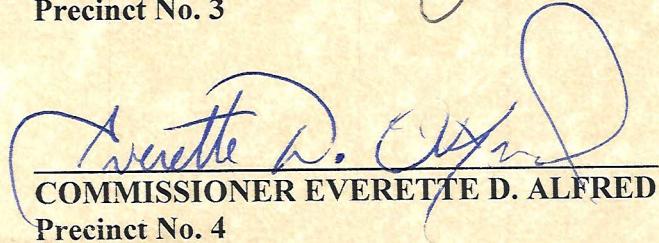

JUDGE JEFF R. BRANICK
County Judge




Eddie Arnold
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


Michael S. Sinegal
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


Brent A. Weaver
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


Everett D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PROCLAMATION

STATE OF TEXAS

§ COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17th day of **October, 2016**, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

WHEREAS, approximately one in every 800 children are born with Down syndrome, representing approximately 5,000 births per year in United States; and

WHEREAS, while research and early intervention have resulted in dramatic improvements in the lifespan and potential of those who are affected, more investigation is needed in the causes and treatment of Down syndrome; and

WHEREAS, people with Down syndrome possess a wide range of abilities, and are active participants in educational, occupational, social, and recreational circles of the community; and

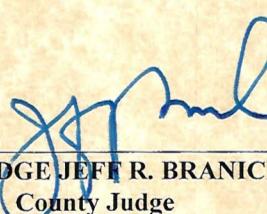
WHEREAS, developed by the National Down Syndrome Society in 1995, the Buddy Walk is an annual event in cities across Texas and the nation celebrating the accomplishments of children and adults with Down syndrome; and

WHEREAS, The Arc of Greater Beaumont has supported families who have children with disabilities, and special healthcare needs in Beaumont and desires to increase the support network and support groups of those with Down Syndrome across our state; and

WHEREAS, the goal of the Buddy Walk is to promote acceptance and inclusion of people with Down syndrome, while raising funds for local programs and national advocacy efforts

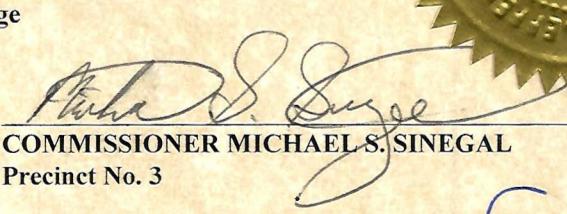
NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Jefferson County, does hereby proclaim the month of October, 2016 as **DOWN SYNDROME AWARENESS MONTH** in Jefferson County, Texas.

SIGNED this 17th day of October, 2016.


JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THE INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: October 3, 2016

Grantor: Jefferson County, Texas

Grantor's Mailing Address (including county)

Jefferson County Courthouse
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Grantee: City of Port Arthur, Texas, a municipal corporation

Grantee's Mailing Address (including county):

P.O. Box 1089
Port Arthur, Jefferson County, Texas TX
77641-1089

Consideration: Pursuant to Section 272.001 of the Texas Local Government Code, the consideration for the conveyance by Jefferson County, Texas shall be: that the City of Port Arthur, a municipal corporation, agrees to utilize said land and building located at 246 Dallas Avenue, Port Arthur, Texas, [a.k.a. All of Block 149, part of Lot 7, Block 150 and part of the 20' wide abandoned alley right-of-way between Blocks 149 & 150, City of Port Arthur, Jefferson County, Texas] for purpose of developing a "One-Stop-Shop" for the Department of Development Services, which includes the Divisions of Planning and Zoning, Code Enforcement and Compliance, Housing and Community Services, Grants Management, and Geographical Information Systems. The ownership of this tract will automatically revert to Jefferson County if the City of Port Arthur, Texas, fails to use this property for this purpose.



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COUNTY CLERK'S OFFICE

Property (including any improvement): An area of 0.9805 acre (42,711 SF) consisting of all of Block 149, part of Lot 7, Block 150 and part of the 20' wide abandoned alley right-of-way between Blocks 149 & 150, in Port Arthur, Jefferson County, Texas, and more fully described in Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty: That such deed is subject to all restrictions, covenants, conditions, easements, rights-of-way and prescriptive rights whether recorded or not, and all recorded reservations if any and zoning and other laws affecting the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty by and through only the grantor.

Executed on the 3rd day of October, A.D., 2016.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By: _____

Jeff R. Branick, County Judge

APPROVED AS TO FORM:

Fred L. Jackson
 Fred L. Jackson
 Attorney to the County Judge



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 COPY OF ORIGINAL
 FILED IN JEFFERSON
 COUNTY CLERK'S OFFICE

ACKNOWLEDGEMENT

THE STATE OF TEXAS:

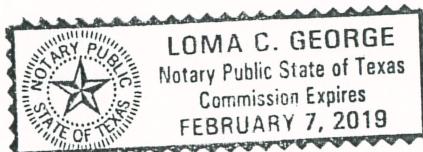
SSS

COUNTY OF JEFFERSON:

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jeff R. Branick, County Judge for Jefferson County, Texas, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of the County of Jefferson, for the purposes and considerations therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of
October, A.D. 2016.


 NOTARY PUBLIC, STATE OF TEXAS



PRINT NOTARY'S NAME:

Loma C. George



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 FILED IN JEFFERSON
 COUNTY CLERK'S OFFICE

AGREED TO AND ACCEPTED on this the 10th day of October, 2016.

GRANTEE:

CITY OF PORT ARTHUR, TEXAS

BY: 
 Brian McDougal, City Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS:

SSS

COUNTY OF JEFFERSON:

BEFORE ME, the undersigned Notary Public, on this day personally appeared Brian McDougal, City Manager of the City of Port Arthur, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of the City of Port Arthur, for the purposes and considerations therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of October, A.D. 2016.



Pamela D. Langford
 NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME:

Pamela D. Langford

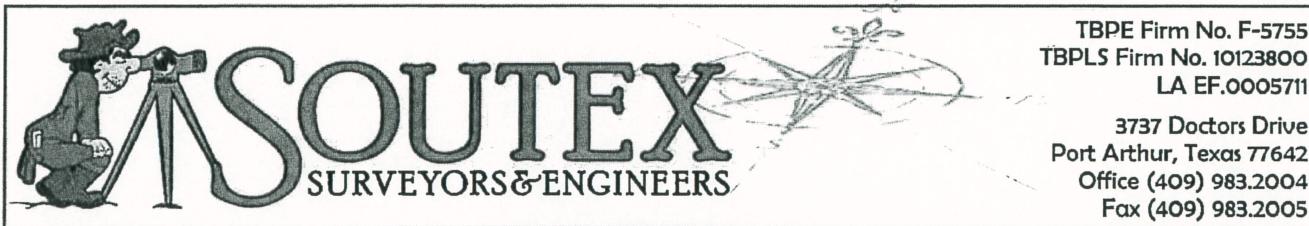
AFTER FILING RETURN TO:

Val Tizeno, City Attorney
 City of Port Arthur
 P.O. Box 1089
 Port Arthur, Texas 77640



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 COUNTY CLERK'S OFFICE

EXHIBIT "A"



**0.9805 ACRE OF LAND
 BLOCK 149, PORTIONS OF BLOCK 150
 AND THE ALLEY BETWEEN BLOCKS 149 AND 150,
 CITY OF PORT ARTHUR,
 JEFFERSON COUNTY, TEXAS**

BEING 0.9805 acre of land, all of Block 149, a portion of Lot 7, Block 150, and a portion of the abandoned alley between Blocks 149 and 150 (Volume 1571 Page 42, Deed Records, Jefferson County, Texas) City of Port Arthur, recorded in Volume 2, Page 2, Map Records, Jefferson County, Texas; said 0.9805 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

BEGINNING at an "X" mark set in concrete on the intersection of the East right of way line of a dedicated road named Dallas Avenue and the South right of way line of a dedicated road named 4th Street; said "X" mark being the Northwest corner of said Block 149 and Northwest corner of the herein described tract; having a State Plane Coordinate of N: 13898364.12, E: 3573205.45; from which a ½" steel rod found on the intersection of the West right of way line of said Dallas Avenue and the South right of way line of said 4th Street, bears South 36 deg., 38 min., 19 sec., West (Called South 41 deg., 13 min., 00 sec., West), a distance of 70.00';

THENCE, North 36 deg., 38 min., 19 sec., East (Called North 41 deg., 13 min., 00 sec., East), on the South right of way line of said 4th Street, a distance of 300.00' to a ½" steel rod, capped and marked "SOUTEX", set for the Northwest corner of a tract of land conveyed to the City of Port Arthur, recorded in Volume 1629, Page 149, Deed Records, Jefferson County, Texas; said ½" steel rod being the Northeast corner of said Block 149 and the Northeast corner of the herein described tract;

THENCE, South 53 deg., 20 min., 34 sec., East (Called South 48 deg., 47 min., 00 sec., East), on the West line of said City of Port Arthur tract, a distance of 130.00' to an "X" mark set in concrete on the center line of said abandoned alley; said "X" mark being the Southeast corner of the herein described tract;



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09/15/2016 PDL
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THENCE, South 36 deg., 38 min., 19 sec., West, on the centerline of said abandoned alley, a distance of 230.09' to an "X" mark set in concrete for an interior corner of the herein described tract;

THENCE, South 53 deg., 20 min., 34 sec., East, a distance of 53.13' to a $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set on the West line of a tract of land conveyed to United States Postal Service, recorded in Film Code 101-44-1510, Official Public Records, Jefferson County, Texas; from which a brass disc found in concrete on the North right of way line of a dedicated road named Lakeshore Drive, same being the Southwest corner of said United States Postal Service tract, bears South 53 deg., 20 min., 34 sec., East (Called South 48 deg., 47 min., 00 sec., East), a distance of 293.86';

THENCE, South 36 deg., 38 min., 19 sec., West, crossing said Lot 7, Block 150, a distance of 69.91' (Called 70.00') to a $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set on the East right of way line of said Dallas Avenue; said $\frac{1}{2}$ " steel rod being the Southwest corner of the herein described tract;

THENCE, North 53 deg., 20 min., 34 sec., West (Called North 48 deg., 47 min., 00 sec., West), on the East right of way line of said Dallas Avenue, a distance of 183.13' to the **POINT OF BEGINNING** and containing 0.9805 acre of land, more or less.

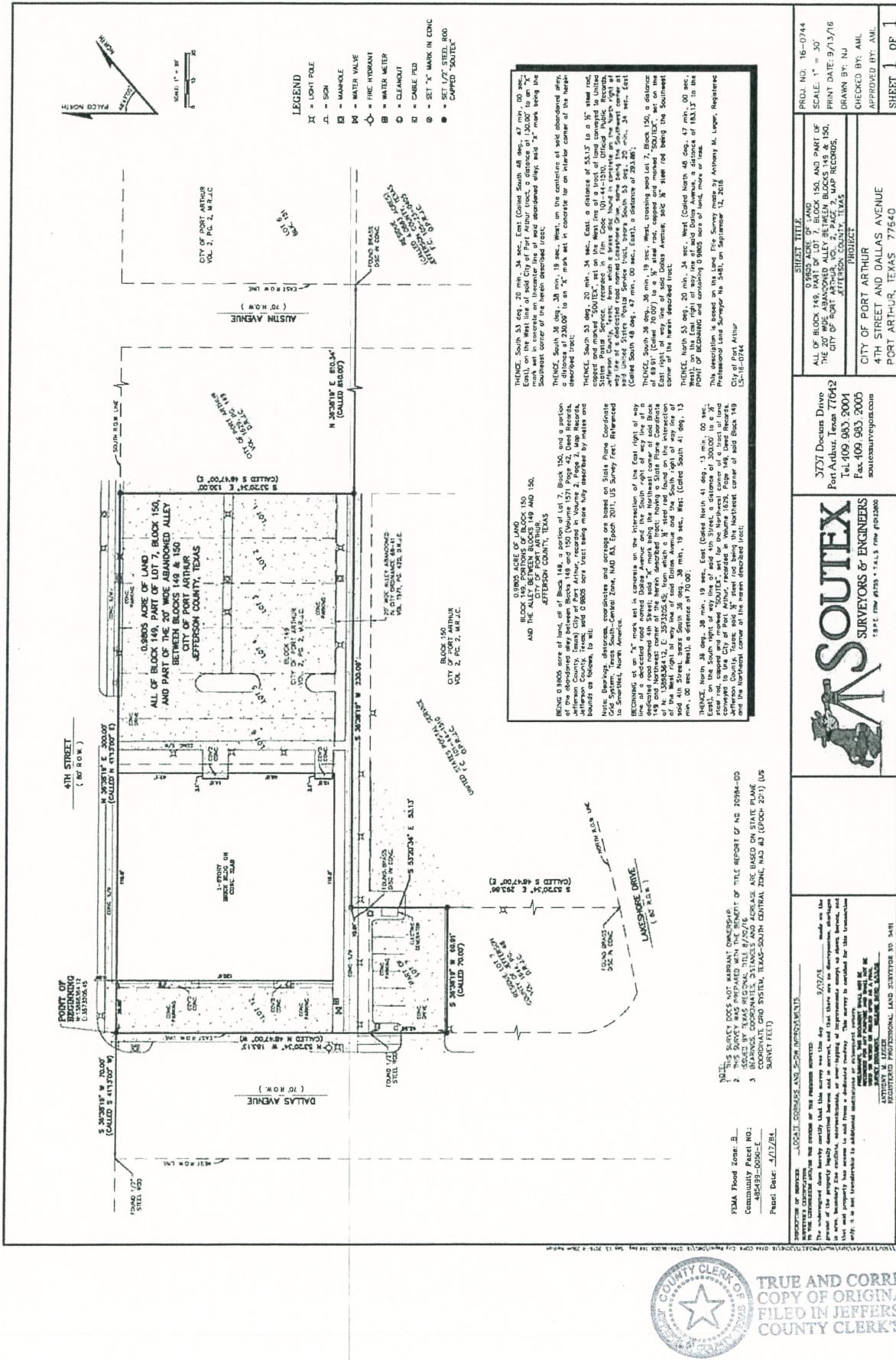
This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on September 12, 2016.

City of Port Arthur
LS-16-0744



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COUNTY CLERK'S OFFICE

P.R. NO. 19466
09/15/2016 PDL
Page 23 of 23



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COPY OF ORIGINAL
FILED IN JEFFERSON
COUNTY CLERK'S OFFICE

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

October 11, 2016 12:05:07 PM

FEE: \$50.00

2016031763

I CERTIFY THIS IS A TRUE COPY
Witness my Hand and Seal of Office

OCT 11 2016
CAROLYN L. GUIDRY, COUNTY CLERK
JEFFERSON COUNTY, TEXAS
BY *Carol Osborne* DEPUTY
Carol Osborne

**Jefferson County
Tourism Commission**

Memo

To: Commissioners Court
From: Kathi Weathington Hughes
Date: 10/13/2016
Re: Formally tabled Fall 2016 HOT Grant Cycle Recommendations

Please see the attached Hotel Occupancy Tax grant applications. These were tabled due to a request for more information during the Fall 2016 grant cycle.

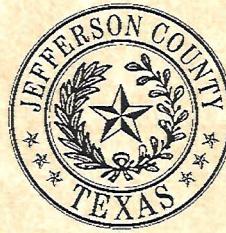
The recommendations from the Jefferson County Tourism Committee are listed below.

	Requested	Recommendation
Southeast Texas baseball Academy	\$20,100	\$21,000
Southern Black Softball Association	\$15,000	\$5,000
Southern Black Softball Association	\$15,000	\$5,000

This will be an agenda item on October 17, 2016 during Commissioners Court.

Please feel free to give me a call if you have any questions.

Office 409/842-0500 cel 409/679-2808



Resolution

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 17th day of October 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, BRADLEY DAVIS, has devoted 36 years of his life to the service of Jefferson County; and,

WHEREAS, BRADLEY DAVIS, has worked for the Carpenter Shop and in the Maintenance Department for the Jefferson County Courthouse; and,

WHEREAS, BRADLEY DAVIS, has worn many hats and has seen many changes thru-out his career, he is also known for his knowledge and history of the Jefferson County Courthouse; and,

WHEREAS, known for his expert craftsmanship, we have seen his many custom made furnishings, restoration of the buildings, and have seen his talent displayed thru-out the Courthouse and thru-out the County; and,

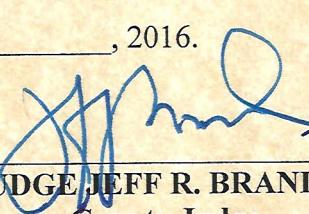
WHEREAS, BRADLEY DAVIS, has demonstrated special talents, he took pride in his work by going above and beyond for the citizens and employees of Jefferson County, he has maintained a positive attitude thru out his career with the Jefferson County Carpenter Shop and Maintenance Department; and

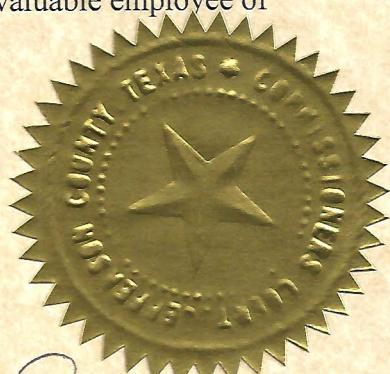
WHEREAS, known for his kind heart, good nature and extreme friendliness, **BRADLEY DAVIS**, won the respect of his colleagues, elected officials and other county employees; and,

WHEREAS, after this distinguished career, **BRADLEY DAVIS**, has chosen to embark upon a much-deserved retirement.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners' Court does hereby honor and commend **BRADLEY DAVIS**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his future endeavors.

SIGNED this 17th day of October, 2016.

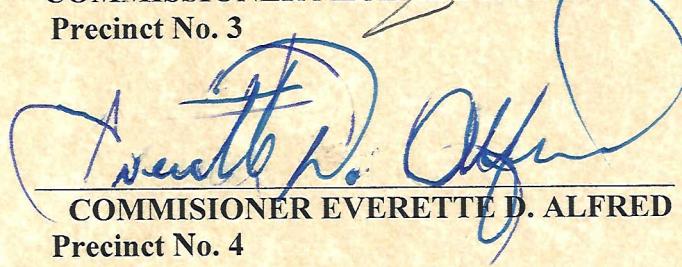

JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


BRENT WEAVER
COMMISSIONER BRENT WEAVER
Precinct No. 2


MICHAEL S. SINEGAL
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


EVERETT D. ALFRED
COMMISSIONER EVERETT D. ALFRED
Precinct No. 4

Special, October 17, 2016

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 17, 2016