

SPECIAL, 5/21/2018 1:30:00 PM

BE IT REMEMBERED that on May 21, 2018, 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 Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
May 21, 2018

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
May 21, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **21st** day of **May 2018** 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:

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Consider and approve specifications for Invitation for Bid (IFB 18-013/JW), Re-bid Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey).

SEE ATTACHMENTS ON PAGES 8 - 151

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve, execute, receive and file a renewal for (IFB 16-007/YS), Re-Bid Term Contract for Termite Treatment for Jefferson County for a second one (1) year renewal with Hill County Pest Control from June 4, 2018 to June 3, 2019.

SEE ATTACHMENTS ON PAGES 152 - 152

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve, execute,; Associates (GMJ) to provide hazard mitigation assistance services related to Hurricane Harvey in accordance with (RFQ 17-051/YS), Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management in Response to Hurricane Harvey, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 153 - 166

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
May 21, 2018

4. Consider, approve and adopt a Procurement Policy for Hurricane Harvey for the procurement of supplies, equipment, construction services and professional services for the GLO DISASTER/CDBG Program to meet the standards established in 2 CFR 200.318 – 200.326 and state requirements.

SEE ATTACHMENTS ON PAGES 167 - 173

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve electronic disbursements for \$621.90 to Texas Department of Criminal Justice for May insurance reimbursement.

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 electronic disbursements for \$398,656.07 to LaSalle for revenue received from entities for inmate housing.

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

7. Receive and file Financial & Operating Statements - County Funds Only for the Month Ending April 30, 2018.

SEE ATTACHMENTS ON PAGES 174 - 189

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

8. Regular County Bills - check #446500 through checks #446746.

SEE ATTACHMENTS ON PAGES 190 - 198

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

9. Consider and possibly adopt a Resolution recognizing Frank Adams for 27 years of dedicated service and wishes him well in his retirement.

SEE ATTACHMENTS ON PAGES 199 - 199

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

10. Consider and possibly approve a Proclamation for the Julie Rogers "Gift of Life" Program for National Men's Health Month.

SEE ATTACHMENTS ON PAGES 200 - 201

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

11. Receive and file Annual Audit Report of Jefferson County ESD # 3 for FYI ending September 30, 2017 pursuant to Sec.775.082, Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 202 - 238

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
May 21, 2018

12. Consider and possibly approve Jefferson County Amended Uniform Tax Abatement Policy-2019.

SEE ATTACHMENTS ON PAGES 239 - 256

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 possibly approve an extension of 30 days for Jefferson County ESD No. 4 to file their required Annual Audit, Pursuant to Section 775.082, Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 257 - 259

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

14. Consider and possibly approve a Resolution to support the Proposal to Avoid the Removal of the Brooks Road Overpass and make recommendations that will enable the retention of the Boyt Road overpass on Interstate Highway -10.

2 speakers

SEE ATTACHMENTS ON PAGES 260 - 261

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

ENGINEERING:

15. Execute, receive and file Pipeline Permit 05-P-18 to Coastal Caverns, Inc. for the installation of a 12-inch Ethylene pipeline and a 2-inch fiber optic line across Highland Avenue. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 262 - 274

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
May 21, 2018

16. Consider and possibly approve the Civil Construction Plans for The Chateau Nielle of South Pine Island, a private subdivision, located off of South Pine Island Road in Precinct No. 1. It is in the City of Beaumont ETJ and reviewed by the City of Beaumont, Drainage District #6, and Jefferson County Engineering Dept.

SEE ATTACHMENTS ON PAGES 275 - 285

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

SET NEXT MEETING DATE MONDAY, MAY 28, 2018 IS A COUNTY HOLIDAY (MEMORIAL DAY)

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



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

May 21, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-013/JW, Re-bid Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Re-bid Heavy Equipment for Jefferson County Precinct No. 3
(To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

BID NO: IFB 18-013/JW

DUE DATE/TIME: 11:00 AM CDT, Tuesday, June 19, 2018

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@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, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 23, 2018 & May 30, 2018

**IFB 18-013/JW, Re-bid Heavy Equipment for Jefferson County Precinct No. 3
(To Replace Unrepairable Equipment Damaged by Hurricane Harvey)
Bids due: 11:00 AM CDT, Tuesday, June 19, 2018**

Table of Contents

Table of Contents	1
Instructions to Bidders	2
General Conditions of Bidding and Terms of Contract.....	6
Special Requirements/Instructions	16
Minimum Specifications	20
Instructions to Bidders (Re: Brand Reference / Equivalent Bid Items)	20
Bid Item 1: Description & Technical Specifications Checklist Form Instructions	21
Bid Item 1: Technical Specifications Checklist Form.....	22
Bid Item 1: Bidder Alternative Features Offered & Exceptions List	37
Bid Item 2: Description & Technical Specifications Checklist Form Instructions	38
Bid Item 2: Technical Specifications Checklist Form.....	39
Bid Item 2: Bidder Alternative Features Offered & Exceptions List	41
Bid Item 3: Description & Technical Specifications Checklist Form Instructions	42
Bid Item 3: Technical Specifications Checklist Form.....	43
Bid Item 3: Bidder Alternative Features Offered & Exceptions List	45
Bid Item 4: Description & Technical Specifications Checklist Form Instructions	46
Bid Item 4: Technical Specifications Checklist Form.....	47
Bid Item 4: Bidder Alternative Features Offered & Exceptions List	49
Bid Item 5: Description & Technical Specifications Checklist Form Instructions	50
Bid Item 5: Technical Specifications Checklist Form.....	51
Bid Item 5: Bidder Alternative Features Offered & Exceptions List	52
Bidder Information Form	53
Offer to Contract Form.....	54
Acceptance of Offer Form	55
Bid Form.....	56
Vendor References.....	62
Signature Page	63
Conflict of Interest Questionnaire	64
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY)	65
Good Faith Effort Determination Checklist	66
Notice of Intent	67
HUB Subcontracting Participation Declaration Form	68
Residence Certification/Tax Form	72
Bid Affidavit	73
TECHNICAL SPECIFICATIONS	(APPENDIX A-E)

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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include 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.

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission 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 response being declared as non-responsive.

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

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 – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners’ Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor 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 paragraph (I) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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 contractor, 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 paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

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 one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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>

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

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

Minimum Insurance Requirements

General Liability, including Products	\$1,000,000
Business Auto Liability	\$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	\$1,000,000
Workers' Compensation	Statutory Coverage

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 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. 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. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 18-013/JW.

Please be sure to review these bid specifications *carefully*, as the item that you are offering must **MEET OR EXCEED** these specifications.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey. **All bids should be for brand new, completely unused equipment.**

The specifications shown in this bid packet are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids)

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders Submitting Bids for Alternate/Equivalent Items:

► Bidders may submit bids on alternate/equivalent items, but **MUST** attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.

► Bidders offering alternate/equivalent items **MUST ALSO** submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders Submitting Bids for Exact Make/Model as specified:

► Bidders offering the exact make/model as specified, **MUST** attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

Bid Item 1: Motor Grader

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey. This piece of equipment is to be in new, unused condition.

For full technical specifications for this bid item, see APPENDIX A.

Warranty Term for this equipment (included, without additional cost) should be at least: Five (5) calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

TECHNICAL SPECIFICATIONS CHECKLIST FORM:

In addition to providing all information requested within this bid packet, BIDDER must complete the following Bid Item 1: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Pages 22-36).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical Specifications Checklist Form for EACH ITEM BID. Failure to complete the Technical Specifications Checklist Form may result in a bid being deemed non-responsive.

Bid Item 1: Motor Grader TECHNICAL SPECIFICATIONS CHECKLIST FORM COMPLETION INSTRUCTIONS

Bidder Instructions:

- ▶ Place a check mark ✓ in the space provided next to each feature that **WILL** be included on the piece of equipment that you are offering, for the bid price submitted.
- ▶ If a feature is listed that **WILL NOT** be included on the piece of equipment you are offering, please write “N/A” in the space provided next to each feature.

If you are offering an **ALTERNATIVE FEATURE** or need to provide an **EXCEPTION EXPLANATION** for a feature listed, you may provide this information on the **BIDDER ALTERNATIVE FEATURES OFFERED & EXCEPTIONS LIST**, (Page 37).

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM

BASIC SPECIFICATIONS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Machine designed and built by the manufacturer
- _____ Base Machine Weight shall not be less than 37,214 lbs. Weight shall include: standard machine configuration, lubricants, coolants, full fuel tank and operator of 200 lbs.
- _____ Machine height to top of the cab shall not exceed 131 in.
- _____ Machine length from the front outside edge tire to end of tow hitch shall not be less than 344 in.
- _____ Machine length from counterweight to ripper not exceed 394 in.
- _____ Machine Wheel Base (distance from front axle to mid tandem) shall not be less than 233 in.
- _____ Rear frame includes two box section channels with an integrated bumper as standard.
- _____ Toolbox
- _____ Window protectors
- _____ Cruise control
- _____ Drain, ecology, engine Wiggins
- _____ Cat Product Link 321SR

BASIC SPECIFICATIONS – OPTIONAL ATTACHMENTS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Vandal protection standard including locks for cab doors, engine side shields, (4) top tank radiator access door, engine coolant surge tank, hydraulic reservoir cap, fuel tank cap and toolbox.
- _____ Rear hitch.

ENGINE

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Engine designed and built by the manufacturer.
- _____ Engine is turbo-charged, direct injection, four stroke, 6-cylinder diesel engine.
- _____ 209 horsepower
- _____ Engine is certified EPA Tier 4 Final.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

ENGINE (Continued)

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- ☐ Engine electronically controlled for more efficient fuel injection and fuel burn.
- ☐ Engine able to achieve rated power requirement with engine displacement not less than 7.1L (428 in.³) for better fuel economy.
- ☐ Engine capable of increasing its low idle to 1,000 rpm when the battery voltage is below 24.5 volts for more than 5 minutes to ensure adequate system voltage and battery reliability.
- ☐ Altitude deration will not occur at altitudes less than 10,000 ft. The deration rate above 10,000 ft. shall be 1.5% per 1,000 ft.
- ☐ Rated engine power shall not be achieved at an engine speed greater than 2,100 rpm.
- ☐ Engine will have a minimum torque rise of 56% from 2,100 rpm to peak torque following SAE J1349 (net power with max fan).
- ☐ Engine enclosure and daily service points accessible from ground level and grouped on the left side of the machine.
- ☐ Engine fan automatically adjusts fan speed via a variable hydraulic fan pump to meet engine cooling requirements thus reducing demand on the engine, putting more horsepower to the ground, reducing noise, improving fuel economy, and reducing heat.
- ☐ Engine allows for at least 500 hours of operation between oil changes.
- ☐ Engine is isolation/resilient mounted to minimize sound and vibration.
- ☐ Engine compartment doors are lockable without the use of external locks.
- ☐ Engine automatically lowers engine torque and alerts the operator if critical conditions are detected.
- ☐ Engine has air-to-air after cooler for superior engine performance.
- ☐ Engine oil cooler is a water to oil shell and tube cooler system.
- ☐ Machine has a 12,000 hour coolant interval from factory.
- ☐ The cooling package air intake has 2.8 mm perforated inlet screen.
- ☐ The charged air cooler (ATAAC) has 9 fins per inch.
- ☐ Heater, engine coolant: 120 V
- ☐ Heater, engine coolant: 240 V

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

ENGINE-OPTIONAL ATTACHMENTS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ A jacket water heater to assist in cold weather starting.
- ☐ An engine coolant heater to assist in cold weather starting.
- ☐ Ether starting aid included to automatically meter ether injection to prevent engine damage.

POWERTRAIN/TRANSMISSION

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ Transmission built by the machine manufacturer.
- ☐ Transmission is direct drive, power shift, countershaft type.
- ☐ Transmission is equipped with built-in self-diagnostic capability.
- ☐ Transmission shall have no less than 8 forward speeds and 6 reverse speeds (for added safety).
- ☐ Transmission has 5 working gears between 0-10.4 mph, for dirt applications.
- ☐ Transmission is isolated/resilient mounted to reduce sound and vibration.
- ☐ Transmission: auto shift.
- ☐ Powertrain: fuel tank, fast fill.
- ☐ Powertrain: Oil, hydraulic, biodegradable synthetic.
- ☐ Starter: heavy duty, 1,000 Amp
- ☐ A controlled throttle shifting system to smooth directional gear changes without use of inching pedal
- ☐ Electronic Throttle Control (cruise control), controlled by a push button, located on a 3-axis joystick as standard on the right joystick control for resuming and decreasing throttle set.
- ☐ Electronic Throttle Control modes, set and accelerate functions, located on the right control column for easy access.
- ☐ A load compensating system for transmission to ensure consistent shift quality in all applications.
- ☐ Automatic Differential Lock/Unlock feature included and shall not have speed, shuttle shifting or tandem spinning restrictions for engaging/disengaging. System is load-sensing for optimal performance.
- ☐ Automatic mode that shall not be overridden via manual intervention for optimal performance and to prevent unintended differential engagement.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

POWERTRAIN/TRANSMISSION (Continued)

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Differential Lock/Unlock that is electro-hydraulically controlled, as a standard feature.
- _____ Differential Lock/Unlock that is multi-disc design.
- _____ Final drive with planetary design.
- _____ The rear axle with a bolt-on modular design offering easy access to differential components, improving serviceability and contamination control.
- _____ The total surface area of all the transmission clutch packs not be less than 1,495 in.².
- _____ Diameter at the output end of the transmission shaft no less than 2.29 in..
- _____ Electronic inching pedal for improved modulation and machine control.
- _____ Electronic over-speed protection to prevent the engine and transmission from over speeding, as a standard feature.
- _____ Machine shall have no drive shafts that cross over the articulation hitch.

POWERTRAIN/TRANSMISSION - OPTIONAL ATTACHMENTS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ An auto-shift transmission option available on all forward and reverse gears.

STEERING & IMPLEMENT CONTROLS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Steering wheel shall not be required to operate machine.
- _____ Joystick steering capabilities shall be ISO 5010.
- _____ Machine shall employ a friction pack style steering mechanism, utilizing the follow steer concept.
- _____ The left 3-axis joystick that controls wheel lean with individual left and right wheel lean buttons as standard.
- _____ Primary steering capable of being achieved via a left hand, multifunction, 3-axis, joystick as standard, using an intuitive steering control system that automatically adjusts steering sensitivity as machine ground speed increases.
- _____ Articulation to the right or left shall be achieved by multifunction, 3-axis left joystick with the twist of such to the right or left by the left-hand, multifunction, 3-axis joystick.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

STEERING & IMPLEMENT CONTROLS (Continued)

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ An articulation return-to-center button on the left multifunction, 3-axis, joystick, shall return the machine to a straight frame position from any articulation angle with the touch of a single button.
- _____ The right 3-axis joystick shall primarily control the Drawbar, Circle, and Moldboard.
- _____ Machine, Drawbar, Circle, and Moldboard control shall be achieved via right-hand multifunction, 3-axis, joystick, including moldboard slide and tip, drawbar center shift through a 4-way hat switch and circle turn by a left or right twist intuitively.
- _____ Blade lift cylinders individually controlled by the multifunction, 3-axis joysticks; Lift and drop of cylinders shall be achieved forward and back motion of the respective joystick. Forward (left joystick) lowers the left cylinder, back (left joystick) raises the left lift cylinder, forward (right joystick) lowers the right lift cylinder, back (right joystick) raises the right lift cylinder.
- _____ Joystick controls mounted to adjustable pedestals, hard mounted to the cab floor, independent of the operator seat.
- _____ Secondary steering with primary and secondary power supply in the event the primary source is lost.
- _____ Transmission direction control with a 3-position rocker switch for selecting forward, neutral, and reverse incorporated into a single, 3-axis, multi-function, left-hand joystick control.
- _____ Manual Differential Lock/Unlock that is operator controlled, via a push-button, located on a single, 3-axis, multi-function, right-hand joystick control.
- _____ Two redundant articulation sensors.
- _____ Two redundant sensors shall be standard in the steering cylinders (one in each).
- _____ Three redundant sensors shall be provided in the steering joystick for additional safety.

BRAKES

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Primary and secondary service brakes.
- _____ Entire braking system shall meet all requirements of ISO 3450: 1996.
- _____ Two separate left and right hydraulic brake accumulators shall be standard for safety.
- _____ Parking brake shall be multi-disc, oil-cooled, spring-applied, hydraulically released, sealed, adjustment-free and integrated into the transmission. Park brake shall not be externally located.
- _____ Parking brake shall be serviceable without removing the transmission.
- _____ Service brakes shall be multi-disc, oil-cooled and completely sealed; they will also provide access to check and determine brake wear without removing or disassembling the brake assembly.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

BRAKES (Continued)

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Service brake disc surfaces shall be grooved and carry oil between discs and plates with brakes fully applied.
- _____ Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits.
- _____ Brakes shall be continuously pressurized, filtered, oil cooled.
- _____ Individual brake pods for each rear wheel, located at each rear wheel inside the tandem box, independent of tandem chains.
- _____ Compensation components at all four tandem brake pods in addition to the brake wear indicator.
- _____ Brake line protection, including tandem walkways and hydraulic brake line guarding, shall be required to prevent line damage.
- _____ Service brakes shall provide a minimum of 3,565 in.² of total friction material surface area used at each of the four tandem wheels to eliminate braking loads on the power train.

HYDRAULIC SYSTEM

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Triple redundant hydraulic relief system shall protect machine hydraulic components.
- _____ Hydraulic implement pump shall produce between 0 and 55.5 gal/min (210L/min) of oil flow at high idle.
- _____ Hydraulic system shall be fully sealed, using Duo-cone and O-ring face seals to prevent leaks, contamination, and spillage.
- _____ Hydraulic tank shall have a baffling system to reduce potential pump cavitations.
- _____ Maximum hydraulic system pressure shall be no more than 3,500 psi.
- _____ Implement valves shall be electro-hydraulic, designed and built by the machine manufacturer.
- _____ Implement pump shall not be mounted under cab floor, minimizing sound and vibration.
- _____ Hydraulic arrangements with one or more additional hydraulic valves for rear ripper, dozer.
- _____ Implement valves shall be proportional priority pressure compensating for consistent response, when multi-functioning any combination of implement controls and independent of engine speed.
- _____ Implement pump solely dedicated to implement controls and not shared with any other components.
- _____ Lock valves integrated into the main implement valve to prevent cylinder drift.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

HYDRAULIC SYSTEM (Continued)

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ The hydraulic stand-by pressure shall be no more than 609 psi.
- _____ Provision to install up to fifteen modulating hydraulic valves, controlled by two, three-axis, multi-functioning, joystick controls and auxiliary controls inside the cab.
- _____ Hydraulic valves shall not be mounted under the cab floor, minimizing sound and vibration.
- _____ Left and right blade lift cylinders shall have independent float capability, actuated by two multifunction, 3-axis joystick controls inside the cab, as a standard feature.
- _____ Sight gauge provided for checking hydraulic reservoir fluid.
- _____ Hydraulic oil change service interval shall be no less than 6,000 hours with oil sampling.
- _____ Hydraulic system shall have a separate oil tank solely dedicated to the implement pump.

FRONT AXLE AND TANDEMS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Front axle oscillation shall be no less than 32 degrees total, per side 16 degrees up, 16 degrees down.
- _____ Front axle with arched design for maximum ground clearance.
- _____ Wheel spindle shall be a "live" spindle design and rotate inside a sealed compartment with lightweight oil for lubrication of the bearings.
- _____ Front spindle that is heat induction hardened.
- _____ Front wheel spindle bearings shall be a double-tapered design with the larger diameter bearing mounted closest to the centerline of the front tire.
- _____ Front wheel spindle maintenance intervals shall be no less than 2,000 hours.
- _____ Front wheel steering angle no less than 47.5 degrees left or right.
- _____ Maximum front wheel lean no less than 18 degrees left or right.
- _____ Machine turning radius not exceed 24 ft. 3 in. using front steering, full articulation and unlocked differential.
- _____ Distance between center of tandem wheels no less than 59.5 in..
- _____ Tandem chain pitch not be less than 1.8 in..
- _____ Tandems capable of oscillating 15 degrees front tandem up and 25 degrees front tandem down, with full machine articulation and having no interference between tandem wheel and machine structure.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

FRONT AXLE AND TANDEM (Continued)

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Electronic and mechanical steering stops located at each wheel and steering cylinder relief valves shall be present to prevent steering system damage during normal operation.
- _____ Steering tie rod ends shall be heat induction hardened.
- _____ Two steering cylinders for maximum steering force.
- _____ When equipped with a ripper, the machine shall have a minimum ramp angle of 15 degrees.

TIRES AND RIMS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ A 10 inch by 24 inch size 3-piece tire rim shall be available to provide mounting for 14.00R24 conventional tires.

TIRES AND RIMS – OPTIONAL ATTACHMENTS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ A 14 inch by 25 inch size 3-piece tire rim shall be available to provide mounting for 17.5-R25 tires.

GUARDS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Guards: Sound suppression (bottom)
- _____ Guards: Sound suppression (enclosure)
- _____ Guards: Transmission

OPERATORS STATION

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ An enclosed cab with ROPS (Rollover Protective Structure) according to ISO 3471 shall be provided.
- _____ Cab door with hold-open clasp with a ground-level release and in addition to, a release in the cab.
- _____ Cab shall be isolation-mounted to the front frame section of the machine.
- _____ Cab shall have fixed front window of laminated glass with intermittent wiper.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

OPERATORS STATION (Continued)

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ FOPS (Falling Object Protective Structure) shall be provided according to ISO 3499.
- ☐ Machine shall have no less than 17 adjustable vents, positioned to direct air to front windows and operator.
- ☐ Radio ready arrangement will include 24V to 12V converter, two speakers, antenna, and wiring.
- ☐ An instrument cluster that includes a speedometer, tachometer, coolant temperature, fuel and articulation angle gauge.
- ☐ Operator cab fresh air-filter accessible for clean out and replacement, from outside of the cab at ground level.
- ☐ A real-time information system shall monitor all system data and alert the operator of any faults through a digital text display. This information system shall be programmable for multiple languages.
- ☐ Left and right side cab doors shall be provided.
- ☐ Wipers on side and rear windows.
- ☐ Digital machine hour meter.
- ☐ Electronic message system shall provide real-time machine performance and diagnostic data.
- ☐ Mirrors, outside: heated 24 V
- ☐ Mirrors, outside: mounted
- ☐ Precleaner: HVAC
- ☐ Radio Ready, AM/FM
- ☐ Shade, sun
- ☐ Forward visibility shall be continuous and unobstructed glass from roofline to floor providing visibility of the blade, heel and toe, back of the cutting edge, and front tires.
- ☐ Access to cab shall be three anti-skid steps.
- ☐ Cab shall have cup holder, personal cooler holder/storage compartment for operator's manual, with a molded floor mat.
- ☐ Window washer fluid bottle refill spout shall be located external of the cab.

Bid Item 1: Motor Grader TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

OPERATORS STATION – OPTIONAL ATTACHMENTS

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Auxiliary control pod, with implement float control capability, shall be available.
- _____ Auxiliary controls shall be available for control of attachment implements and/or work tools, and shall be programmable via computer software.
- _____ Auxiliary controls shall be a fingertip control type and located beside the right-hand joystick control.
- _____ Integrated display and wiring for a rear vision camera shall be available with capability to view at all times without interfering with the gauge and diagnostic display.
- _____ A rear sun shade shall be available.
- _____ A rear defroster fan shall be available.
- _____ An air suspension seat shall be available.

CIRCLE & MOLDBOARD

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Drawbar, circle, and moldboard shall be controlled with a maximum of two multifunction, 3-axis joysticks, as standard.
- _____ Drawbar wear strips shall be replaceable drop-in inserts made from nylon composite materials, replaceable and adjustable from the top of the drawbar plate via removable cover plates.
- _____ The drawbar shall feature welded protective wear plates to prevent lift group contact with the primary drawbar structure.
- _____ The moldboard shall be 12 ft. long, 24 in. high and no less than 7/8 in. thick.
- _____ Moldboard shall have a bank slope angle capability of at least 90 degrees to both sides.
- _____ Moldboard shall have no less than 16.3 in. arc radius (blade curvature) for optimum productivity.
- _____ The moldboard retention system shall have no more than two retention points located on the left and right side of the moldboard. The surface area shall not be less than 78.13 in.².

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

CIRCLE & MOLDBOARD (Continued)

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Moldboard shall have a hydraulic tip control through a range of 40 degrees fore and 5 degrees aft.
- _____ Moldboard wear strips shall be adjusted with lock screws, providing shim-less adjustment capability both vertical and horizontal.
- _____ The moldboard shall be pre-stressed during manufacturing for superior strength and durability.
- _____ Moldboard side rails shall be constructed of heat-treated, high carbon steel and have replaceable bronze alloy wear inserts on top and bottom.
- _____ Circle shall be a single piece, rolled-ring forging, with raised wear surfaces on the top and bottom.
- _____ Circle shall be rotated by a hydraulically driven motor with a minimum circle pinion torque capability of 44,253 ft.-lb.
- _____ Circle teeth contact surfaces shall be induction-hardened on the front 240 degrees of the circle.
- _____ Blade lift and center shift cylinders shall have replaceable bronze-alloy wear inserts in the ball sockets with removable shims to insure the ability to remove free play throughout the useful wear insert life.
- _____ The lift cylinder casting shall be welded to the front frame for added strength and structural integrity.
- _____ The standard mounting hardware for cutting edges and end bits shall be 3/5 inch.
- _____ Linkbar pin shall be separate from pin pulling mechanism for easier service and lower O&O costs.
- _____ The draft frame pivot connection shall have a single ball stud with grease zerk. Ball stud shall be bolt-on, shimable and adjustable to allow for quick and easy field serviceable design.
- _____ Three sideshift anchor positions shall be provided for extended reach capability as standard.
- _____ Pinion Gear shall be separate from the Pinion Shaft to allow for a quick and easy serviceable design.
- _____ Circle outside diameter shall be no less than 60.2 in.
- _____ Throat clearance with standard moldboard shall be at least 126 mm.
- _____ There will be no more than 6 replaceable wear inserts between the circle and drawbar providing at least 163 inc.² of wear surface area.

CIRCLE & MOLDBOARD – OPTIONAL ATTACHMENTS

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Blade lift accumulators shall be provided, protecting cutting edge and other components from damage shock loads as an option.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

WORK TOOLS

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Cutting edges, curved
- _____ Endbits, overlay
- _____ Front lift group, mounting
- _____ Front lift group, mechanical
- _____ Grader bit, narrow and super penetration
- _____ Push plate, counterweight
- _____ Ripper, mounting
- _____ Ripper, rear
- _____ Ripper tooth

ELECTRICAL

- _____ Six 3 X 3 halogen mounted cab lights.
- _____ 24 V to 12 V converter with 10-amp capacity.
- _____ Starting system shall be a 24 V direct electric type.
- _____ Incandescent white reversing lamps and LED stop lamps shall be provided.
- _____ Electrical system shall have a master disconnect switch with a removable key (in addition to the ignition switch), accessible from the ground level.
- _____ Core machine systems shall be electronically connected, optimizing performance and preventing machine damage.
- _____ All wiring arranged and located so as to facilitate regular visual inspections, not to be in contact with hot surfaces and not routed with other services lines (e.g. fuel, oil, etc.)
- _____ All harnesses/cabling secured with clipping clamps providing a gap between the conduit/harness and the mounting surface preventing material build-up.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

ELECTRICAL – OPTIONAL ATTACHMENTS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

_____ High and low bar headlights with front turn signals.

_____ Amber LED high-speed strobe beacon.

_____ 24V to 12V converter with 25 amp capacity.

_____ Lights: high

_____ Lights: low

_____ Lights: Working lights, basic

_____ Lights: Working lights, plus

_____ Lights: Warning: beacon or strobe

_____ Lights: Mounting for warning light

SERVICEABILITY

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

_____ High-speed oil drain system with ground level quick-connect access.

_____ Lockable swing-out cooling fan housing featuring a latch-style mechanism (shall not be of a bolted design), allowing easy access to cores. Ability to open/close shall be ground level accessible, eliminating need to climb on machine.

_____ Dip stick (at ground level) for checking transmission fluid.

_____ Hydraulic tank site gauge, readable from the ground.

_____ Hydraulic tank filter (cartridge style filter) providing a separate filter element, housing, and drain valve for quick and clean servicing.

_____ Ability for ground level fueling.

_____ Sampling ports accessible from the tandem level and providing access to the engine, hydraulic, coolant, and fuel ports.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

SERVICEABILITY (Continued)

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Engine primary and final fuel filters with 500 hour service replacement interval.
- _____ Engine with primary fuel filter with fuel water separator and electronic sensor, quick release dual stage filter and primer pump.
- _____ Centralized lube bank at the articulation joint to give access to difficult zerks.
- _____ Transmission filter restriction indicator displayed in the cab.
- _____ Lock-out Tag-out capabilities provided standard to increase the safety levels during down time; ensuring that an energy isolating device and the machine which are being worked cannot be operated.

SERVICEABILITY – OPTIONAL ATTACHMENTS

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Guard to protect the machine's transmission from debris.
- _____ Guard to suppress sound from the engine.

MINIMUM SERVICE FILL CAPABILITIES

✓ Check Here If Feature
Is to be INCLUDED (for Price Bid):

- _____ Standard fuel tank capacity of at least 90 gallons.
- _____ Standard cooling system capacity of at least 12.9 gallons.
- _____ Standard hydraulic tank capacity of at least 16.9 gallons.
- _____ Standard engine oil capacity of at least 7.9 gallons.
- _____ Standard tandem housing capacity of at least 15.6 gallons.
- _____ Standard front wheel spindle bearing housing capacity of at least 0.1 gallons.
- _____ Standard circle drive housing capacity of at least 1.8 gallons.

Bid Item 1: Motor Grader

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

SAFETY AND ENVIRONMENTAL

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Circle drive slip clutch to reduce horizontal moldboard impact damage.
- _____ Black glare-reducing paint on the front frame and engine enclosure to decrease glare from other equipment lights and reflection from the sun and snow.
- _____ Hydraulic implement lock-out, achievable by actuating a single electrical switch within the operator station.
- _____ An external emergency kill switch for ground level engine shut down.
- _____ Secondary, electric steering pump with redundant wiring as a back-up to the primary implement hydraulic pump.
- _____ Laminated glass for the front windows and doors, to protect the operator from shattered glass.
- _____ Dual exits allowing for emergency egress should one side become obstructed.
- _____ Electrical system with master disconnect switch with a removable key and lock for added safety (in addition to ignition switch).
- _____ Steering software system to automatically reduce steering sensitivity as the ground speed increases.
- _____ Back-up lights and sounding alarm when reverse gears are selected.
- _____ Environmentally friendly drain valves for the hydraulic oil, engine oil, engine coolant, transmission, differential and fuel tank.
- _____ Cooling fan with both shroud and rear grill for protection during service.
- _____ Machine shall allow cab interior and exterior lights to remain on separate from ignition switch, for safe exit of the machine during night operation.
- _____ Engine and transmission shall be rubber isolation mounted to reduce noise and vibration.

SAFETY AND ENVIRONMENTAL – OPTIONAL ATTACHMENTS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Guard shall be available to protect the machine's transmission from debris.
- _____ Rear vision camera with integrated display and wiring.

Bid Item 1: Motor Grader
BIDDER ALTERNATIVE FEATURES OFFERRED & EXCEPTIONS LIST

Please Print Clearly or Type.

Bidder Instructions:

For Alternative Features: Below, list the feature(s) for which you marked “N/A” on the Technical Specifications Checklist Form & describe the alternative feature that you are offering instead.

For Feature Exception Explanations: Below, list the feature(s) that you marked “N/A” on the Technical Specifications Checklist Form & provide an explanation for this exception (should you prefer to do so).

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

Bid Item 2: Pneumatic Roller

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

For full technical specifications for this bid item, see APPENDIX B.

Warranty term for this equipment (included, without additional cost) should be at least: One (1) calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

TECHNICAL SPECIFICATIONS CHECKLIST FORM:

In addition to providing all information requested within this bid packet, BIDDER must complete the following Bid Item 2: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Pages 39-40).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical Specifications Checklist Form for EACH ITEM BID. Failure to complete the Technical Specifications Checklist Form may result in a bid being deemed non-responsive.

Bid Item 2: Pneumatic Roller TECHNICAL SPECIFICATIONS CHECKLIST FORM COMPLETION INSTRUCTIONS

Bidder Instructions:

► Place a check mark ✓ in the space provided next to each feature that **WILL** be included on the piece of equipment that you are offering, for the bid price submitted.

► If a feature is listed that **WILL NOT** be included on the piece of equipment you are offering, please write “N/A” in the space provided next to each feature.

If you are offering an **ALTERNATIVE FEATURE** or need to provide an **EXCEPTION EXPLANATION** for a feature listed, you may provide this information on the **BIDDER ALTERNATIVE FEATURES OFFERED & EXCEPTIONS LIST**, (Page 41).

Bid Item 2: Pneumatic Roller

TECHNICAL SPECIFICATIONS CHECKLIST FORM

BASIC SPECIFICATIONS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Base Machine weight should not be less than 27,000 lbs
- _____ Capable of speed: 15.5 mph or higher
- _____ Water Tank Capacity of at least 150 gallons
- _____ Turning Radius: 9 ft.
- _____ ROP Height: 9.4'
- _____ Self-lubricating bushings that are maintenance-free
- _____ Maintenance-free braking system
- _____ Flashing lights and blinkers for on-road safety

STANDARD EQUIPMENT

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Scraper per wheel
- _____ Hour meter
- _____ Warning horn
- _____ Control panel for: engine oil pressure, engine temperature, air filter vacuum, charge control, hydraulic oil filter, coolant level, fuel tank capacity
- _____ (2) outside mirrors
- _____ Lockable anti-vandal dashboard protection
- _____ Operator's platform with: one steering wheel, laterally sliding swivels
- _____ Back-up alarm
- _____ Hydrostatic transmission
- _____ Tier 4 Kubota Diesel Engine
- _____ Nine 7.50 X 15 X 14 ply tires
- _____ Fuel gauge
- _____ Hydrostatic, center articulated steering with +/- 10 degree frame oscillation

Bid Item 2: Pneumatic Roller

TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

STANDARD EQUIPMENT (Continued)

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

_____ Rear wheel oscillation: +/- 4 degrees outside & +/- 5 degrees center

_____ Spring-Applied, Hydraulically Released (SAHR) brakes

OPTIONAL FEATURES

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

_____ Headlights (front and rear)

_____ Turn signals and 4-way flashers

_____ Pressurized water spray system

_____ Radial tires w/ approx. 14 ply rating

_____ Steel ballast

_____ Heat retention shields

_____ Pressurized water spray system

_____ Special paint, 1 color (Enamel only)

_____ Indicator and hazard lights

Bid Item 2: Pneumatic Roller
BIDDER ALTERNATIVE FEATURES OFFERRED / EXCEPTIONS LIST

Please Print Clearly or Type.

Bidder Instructions:

For Alternative Features: Below, list the feature(s) for which you marked “N/A” on the Technical Specifications Checklist Form & describe the alternative feature that you are offering instead.

For Feature Exception Explanations: Below, list the feature(s) that you marked “N/A” on the Technical Specifications Checklist Form & provide an explanation for this exception (should you prefer to do so).

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bid Item 3: Vibratory Tandem Roller

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

For full technical specifications for this bid item, see APPENDIX C.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

TECHNICAL SPECIFICATIONS CHECKLIST FORM:

In addition to providing all information requested within this bid packet, BIDDER must complete the following Bid Item 3: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Pages 43-44).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical Specifications Checklist Form for EACH ITEM BID. Failure to complete the Technical Specifications Checklist Form may result in a bid being deemed non-responsive.

Bid Item 3: Vibratory Tandem Roller TECHNICAL SPECIFICATIONS CHECKLIST FORM COMPLETION INSTRUCTIONS

Bidder Instructions:

► Place a check mark ✓ in the space provided next to each feature that **WILL** be included on the piece of equipment that you are offering, for the bid price submitted.

► If a feature is listed that **WILL NOT** be included on the piece of equipment you are offering, please write "N/A" in the space provided next to each feature.

If you are offering an **ALTERNATIVE FEATURE** or need to provide an **EXCEPTION EXPLANATION** for a feature listed, you may provide this information on the **BIDDER ALTERNATIVE FEATURES OFFERED & EXCEPTIONS LIST**, (Page 45).

Bid Item 3: Vibratory Tandem Roller TECHNICAL SPECIFICATIONS CHECKLIST FORM

BASIC SPECIFICATIONS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ Operating Weight should be at least 21,600 lbs
- _____ Turning Radius: 192.1"
- _____ Vibratory Frequency for Drums: 3,000/4,200 VPM
- _____ Engine: 114 horsepower
- _____ Top speed should be at least 7.5 mph
- _____ No grease nipples.
- _____ Sealed bearings.
- _____ Economizer System
- _____ Economode Feature
- _____ Tango Oscillation Feature
- _____ Visible sight lines to drum edge
- _____ Open operator's platform
- _____ 180 degree seat & steering, so the driver can have their front or back turned to the edge of the machine for a better view.

STANDARD EQUIPMENT

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ 2 amplitudes / 2 frequencies
- _____ Kubota Tier 4i engine
- _____ Automatic vibration operation
- _____ Individual vibration control
- _____ Adjustable driver's seat – 180 degrees; laterally slidable with steering wheel
- _____ On-board indicators: engine speed, speedometer, fuel consumption, engine temperature
- _____ Pressure sprinkling system with 2 pumps
- _____ Low water level indicator

Bid Item 3: Vibratory Tandem Roller TECHNICAL SPECIFICATIONS CHECKLIST FORM (Continued)

STANDARD EQUIPMENT (Continued)

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ Indicator and hazard lights
- ☐ Back-up alarm
- ☐ Battery disconnect switch
- ☐ Storage for documents and tools
- ☐ Emergency stop button
- ☐ ROPS/FOPS w/safety

OPTIONAL EQUIPMENT

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ Economizer
- ☐ Asphalt temperature display
- ☐ Edge cutter
- ☐ Rotary beacon
- ☐ Environmentally friendly hydraulic oil

Bid Item 3: Vibratory Tandem Roller
BIDDER ALTERNATIVE FEATURES OFFERRED / EXCEPTIONS LIST

Please Print Clearly or Type.

Bidder Instructions:

For Alternative Features: Below, list the feature(s) for which you marked “N/A” on the Technical Specifications Checklist Form & describe the alternative feature that you are offering instead.

For Feature Exception Explanations: Below, list the feature(s) that you marked “N/A” on the Technical Specifications Checklist Form & provide an explanation for this exception (should you prefer to do so).

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bid Item 4: Single Drum Padfoot Roller

One (1) BOMAG Model: BW211PD-5 84” Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

For full technical specifications for this bid item, see APPENDIX D.

Warranty term for this equipment (included, without additional cost) should be at least: One (1) calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

TECHNICAL SPECIFICATIONS CHECKLIST FORM:

In addition to providing all information requested within this bid packet, BIDDER must complete the following Bid Item 4: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Pages 47-48).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical Specifications Checklist Form for EACH ITEM BID. Failure to complete the Technical Specifications Checklist Form may result in a bid being deemed non-responsive.

Bid Item 4: Single Drum Padfoot Roller TECHNICAL SPECIFICATIONS CHECKLIST FORM COMPLETION INSTRUCTIONS

Bidder Instructions:

► Place a check mark ✓ in the space provided next to each feature that **WILL** be included on the piece of equipment that you are offering, for the bid price submitted.

► If a feature is listed that **WILL NOT** be included on the piece of equipment you are offering, please write “N/A” in the space provided next to each feature.

If you are offering an **ALTERNATIVE FEATURE** or need to provide an **EXCEPTION EXPLANATION** for a feature listed, you may provide this information on the **BIDDER ALTERNATIVE FEATURES OFFERED & EXCEPTIONS LIST**, (Page 49).

Bid Item 4: Single Drum Padfoot Roller TECHNICAL SPECIFICATIONS CHECKLIST FORM

BASIC SPECIFICATIONS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ Operating weight should be at least 28,109 lbs
- ☐ Transmission: (4) Gears
- ☐ Motor: 2-wheel drive
- ☐ Vibration Settings: (4)
- ☐ Idle Speed Controller
- ☐ No grease nipples

STANDARD EQUIPMENT

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ ECOMODE
(adjusts the engine speed to respective power requirements to save 30% less fuel consumption)
- ☐ Warning, information and operation displays with LCD
- ☐ Loading mode
- ☐ Noise insulation
- ☐ Hydrostatic travel and vibration drive
- ☐ Hydrostatic articulated steering
- ☐ Articulated joint lock
- ☐ Rear axle with twin spring accumulator brakes
- ☐ No-spin differential lock
- ☐ Warning horn
- ☐ Single lever control for travel and vibration
- ☐ Seat with arm rest and adjustable for position and height
- ☐ (2) Scrapers
- ☐ Emergency STOP

Bid Item 4: Single Drum Padfoot Roller TECHNICAL SPECIFICATIONS CHECKLIST FORM

STANDARD EQUIPMENT (Continued)

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ Back-up alarm
- ☐ Working lights front/rear
- ☐ Sliding window
- ☐ Battery disconnect switch

OPTIONAL EQUIPMENT

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- ☐ ROPS/FOPS with safety belt
- ☐ BOMAG ECOSTOP Feature (shuts down the engine automatically depending on temperatures, charging condition, etc.)
- ☐ Indicator and hazard lights
- ☐ Rotary beacon
- ☐ Environmentally compliant hydraulic oil
- ☐ Measuring-and-machine data interface for third-party suppliers

Bidder Instructions:

For Feature Exception Explanations: Below, list the feature(s) that you marked “N/A” on the Technical Specifications Checklist Form & provide an explanation for this exception (should you prefer to do so).

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bid Item 5: Utility Tractor

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see APPENDIX E.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

TECHNICAL SPECIFICATIONS CHECKLIST FORM:

In addition to providing all information requested within this bid packet, BIDDER must complete the following Bid Item 1: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Page 51).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical Specifications Checklist Form for EACH ITEM BID. Failure to complete the Technical Specifications Checklist Form may result in a bid being deemed non-responsive.

Bid Item 5: Utility Tractor TECHNICAL SPECIFICATIONS CHECKLIST FORM COMPLETION INSTRUCTIONS

Bidder Instructions:

► Place a check mark ✓ in the space provided next to each feature that **WILL** be included on the piece of equipment that you are offering, for the bid price submitted.

► If a feature is listed that **WILL NOT** be included on the piece of equipment you are offering, please write “N/A” in the space provided next to each feature.

If you are offering an **ALTERNATIVE FEATURE** or need to provide an **EXCEPTION EXPLANATION** for a feature listed, you may provide this information on the **BIDDER ALTERNATIVE FEATURES OFFERED & EXCEPTIONS LIST**, (Page 52).

Bid Item 5: Utility Tractor

TECHNICAL SPECIFICATIONS CHECKLIST FORM

BASIC SPECIFICATIONS

✓ Check Here If Feature

Is to be INCLUDED (for Price Bid):

- _____ 12F/12R PowrReverser Transmission – 540/540E (PR)
- _____ 540 economy PTO
- _____ Less Loader Prep Package
- _____ Open Operator Station
- _____ Duel Mid Valves with Joystick Control
- _____ 16.9 – 28 in. 6PR R1 Bias
- _____ Mechanical Front Wheel Drive (MFWD)
- _____ 9.5 – 24 in. 6PR R1 Bias
- _____ Engine: John Deere PowerTech 3029
- _____ Engine – Aspiration: Turbocharged
- _____ Engine – Cylinders liners: Wet sleeved
- _____ Engine – Displacement: 3 cylinders: 2.9 L, 179 cu. in.
- _____ Engine Performance – Rated Power: At 2100 rpm: 49.9 kW, 67 hp
- _____ Engine Performance – Rated PTO power (hp SAE): At 2100 rpm: 36.5 kw, 49 PTO hp
- _____ Final Tier 4-compliant PowerTech engine; provides improved visibility – a smaller, more efficient after-treatment device provides more space under the hood.
- _____ Diesel oxidation catalyst (DOC/diesel particulate filter (DPF) system.
- _____ Exhaust filter cleaning switch
- _____ Hand throttle: located on the right-hand console

Bid Item 5: Utility Tractor
BIDDER ALTERNATIVE FEATURES OFFERRED / EXCEPTIONS LIST

Please Print Clearly or Type.

Bidder Instructions:

For Alternative Features: Below, list the feature(s) for which you marked “N/A” on the Technical Specifications Checklist Form & describe the alternative feature that you are offering instead.

For Feature Exception Explanations: Below, list the feature(s) that you marked “N/A” on the Technical Specifications Checklist Form & provide an explanation for this exception (should you prefer to do so).

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bidder Information Form

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

Bid Name & Number: (IFB 18-013/JW),
 Re-bid Heavy Equipment for Jefferson County Precinct No. 3
 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

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 AND ACCEPTANCE FORM OFFER TO CONTRACT

Re-bid Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

To Jefferson County:

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

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

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

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

_____ Company Name	For clarification of this offer, contact:
_____ Address	_____ Name
_____ City State Zip	_____ Phone Fax
_____ Signature of Person Authorized to Sign	_____ E-mail
_____ Printed Name	
_____ Title	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3 (TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 18-013/JW, Re-bid Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Item 1 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item can be found in **APPENDIX A**.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms) for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders offering the exact make/model as specified, MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms).

In addition to completing this BID FORM and providing all information requested within this bid packet, Bidder must complete the Bid Item 1: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Pages 22-36).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical specifications checklist form for EACH ITEM BID. Failure to complete the Technical Specifications may result in a bid being deemed non-responsive.

Item No.	Item Description	Bid Price
1	Mustang CAT Model 120M2 Motor Grader or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form

Bid Item 2 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item can be found in **APPENDIX B**.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms) for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders offering the exact make/model as specified, MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms).

In addition to completing this BID FORM and providing all information requested within this bid packet, Bidder must complete the Bid Item 2: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Pages 39-40).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical specifications checklist form for EACH ITEM BID. Failure to complete the Technical Specifications may result in a bid being deemed non-responsive.

Item No.	Item Description	Bid Price
2	BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 2: _____		

Bid Form

Bid Item 3 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item can be found in **APPENDIX C**.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms) for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders offering the exact make/model as specified, MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms).

In addition to completing this BID FORM and providing all information requested within this bid packet, Bidder must complete the Bid Item 3: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Pages 43-44).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical specifications checklist form for EACH ITEM BID. Failure to complete the Technical Specifications may result in a bid being deemed non-responsive.

Item No.	Item Description	Bid Price
3	BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 3: _____		

Bid Form

Bid Item 4 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item can be found in **APPENDIX D**.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms) for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders offering the exact make/model as specified, MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms).

In addition to completing this BID FORM and providing all information requested within this bid packet, Bidder must complete the Bid Item 4: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Pages 47-48).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical specifications checklist form for EACH ITEM BID. Failure to complete the Technical Specifications may result in a bid being deemed non-responsive.

Item No.	Item Description	Bid Price
4	BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 4: _____		

Bid Form (Continued)

Bid Item 5: IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item can be found in **APPENDIX E**.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms) for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders offering the exact make/model as specified, MUST attach Two (2) Copies of the Manufacturer Specifications (to include full warranty terms).

In addition to completing this BID FORM and providing all information requested within this bid packet, Bidder must complete the Bid Item 5: TECHNICAL SPECIFICATIONS CHECKLIST FORM, (Page 51).

IMPORTANT NOTE: Bidder MUST COMPLETE a Technical specifications checklist form for EACH ITEM BID. Failure to complete the Technical Specifications may result in a bid being deemed non-responsive.

Item No.	Item Description	Bid Price
5	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 5: _____ _____		

Bid Form – Acknowledgement of Addenda

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: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE 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.</p> <p>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 <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <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>	
3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> <p>Name of Officer</p> </div> <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> <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> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> 4 <div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> Date </div> </div>		

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. 23, 84th Leg., Regular Session.</p> <p>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>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>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).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <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> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <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> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

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 . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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 contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____

Street	City	State	Zip
--------	------	-------	-----

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative	Signature of Representative	Date
---	-----------------------------	------

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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.

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 _____, 2018.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

APPENDIX A

APPENDIX A

~~120M2/120M2-AWD~~

Motor Graders



Engine

Engine Model	Cat® C7.1 ACERT™	
Base Power (1st gear) – Net	108 kW	145 hp
Base Power (1st gear) – Net (metric)		147 hp
VHP Plus Range – Net	108-141 kW	145-189 hp
VHP Plus Range – Net (metric)		147-192 hp
AWB Range – Net	114-156 kW	153-209 hp
AWB Range – Net (metric)		155-212 hp

Emissions

U.S. EPA Tier 4 Interim/EU Stage IIIB equivalent		
Moldboard		
Blade Width	3.7 m	12 ft
Weights		
Operating Weight, Typically Equipped	18 095 kg	39,892 lb
Weights – AWD		
Operating Weight, Typically Equipped	18 097 kg	41,059 lb

120M2/120M2 AWD Features**Operator Station**

A revolutionary cab design provides unmatched comfort, visibility and ease of use, making the operator more confident and productive.

Engine and Power Train

Combining power management with advanced technology delivers maximum power and efficiency while reducing the environmental impact. M Series 2 Motor Graders perform at U.S. EPA Tier 4 Interim/ EU Stage IIIB equivalent emission levels using U.S. EPA and EU Flex provisions.

Structures, Drawbar, Circle and Moldboard

Durable structures with fast and simple DCM adjustments deliver precise material control while lowering operating costs.

Hydraulics

The M Series 2 Motor Grader electro-hydraulics enable advanced machine controls with precise and predictable movements.

Integrated Technologies

Cat® Connect makes smart use of technology and services to help you monitor, manage and enhance job site operations.

All-Wheel Drive (AWD)

Maximum productivity with six powered wheels. Hydrostatic Mode powers only the front wheels, perfect for precise finish work. Steering Compensation adjusts the outside front tire speed for tighter turns, less scuffing and tire wear, and improved control.

Contents

Operator Station.....	4
Steering and Implement Controls	5
Emissions Technology.....	6
Engine	6
Power Train.....	7
Structures and DCM.....	8
“Smart” Machine Systems.....	9
All-Wheel Drive (AWD).....	9
Integrated Technologies.....	10
Hydraulics	11
Work Tools and Attachments.....	12
Safety	13
Customer Support.....	15
Sustainability	14
Specifications.....	15
Standard Equipment.....	22
Optional Equipment.....	23





The M Series 2 continues the legacy of quality already established by Cat Motor Graders. The extensive validation program, combined with improvements to the manufacturing process, allows Caterpillar to further enhance our quality.

The end result of this development process is a motor grader line with breakthrough technologies, tested in the field and built around real applications and real customer needs. M Series 2 Motor Graders meet Tier 4 Interim/Stage IIIB equivalent emission standards.



Operator Station

Comfort, productivity, advanced technology

Visibility

Angled cab doors, a tapered engine enclosure and patented sloped rear window assure excellent visibility to the work area.

Maximum Control, Maximum Comfort

Caterpillar has built the most comfortable cab in the industry, replacing the control levers and steering wheel with two joystick controls, and lengthening the cab for more leg room. Machine design features, like angled doors, provide excellent visibility.

Operator Comfort

The Cat Comfort Series suspension seat and arm/wrist rests are fully adjustable for improved comfort and productivity. Extra leg room, easy-to-reach long-life rocker switches and revolutionary joystick controls make this the most comfortable cab in the industry.

Standard HVAC System

The high capacity system dehumidifies and pressurizes the cab, circulates fresh air, seals out dust and keeps windows clear.

Low Interior Sound and Vibration Levels

Multiple isolation mounts along with relocated hydraulic pump and valves significantly improve operator comfort and productivity.

In-Dash Instrument Cluster

Easy-to-read, high-visibility gauges and warning lamps keep the operator aware of critical system information.

Steering and Implement Controls

Unprecedented precision and ease of operation

Ease of Operation

Two electro-hydraulic joysticks require up to 78% less hand and wrist movement than conventional lever controls for greatly enhanced operator comfort and efficiency. The intuitive control pattern allows both new and experienced operators to quickly become productive.

Electronically adjustable control pods help position joysticks for optimal comfort, visibility and proper operation.

Joystick Functions

- The left joystick primarily controls the machine direction and speed including steering, articulation, return-to-center, wheel lean, gear selection, left moldboard lift cylinder and float.
- The right joystick primarily controls drawbar, circle and moldboard functions including right moldboard lift cylinder and float, moldboard slide and tip, circle turn, drawbar center shift, electronic throttle control and manual differential lock/unlock.

Intuitive Steering Control

Joystick lean angle mirrors the steer tires' turning angle. A brake tensioning system holds the joystick in position until the operator moves it. The steering control automatically reduces steering sensitivity at higher ground speeds for comfortable and predictable control.

Electronic Throttle Control

Provides easy, precise and consistent throttle operation. An automatic/manual mode switch offers flexibility for different applications and operator preferences.

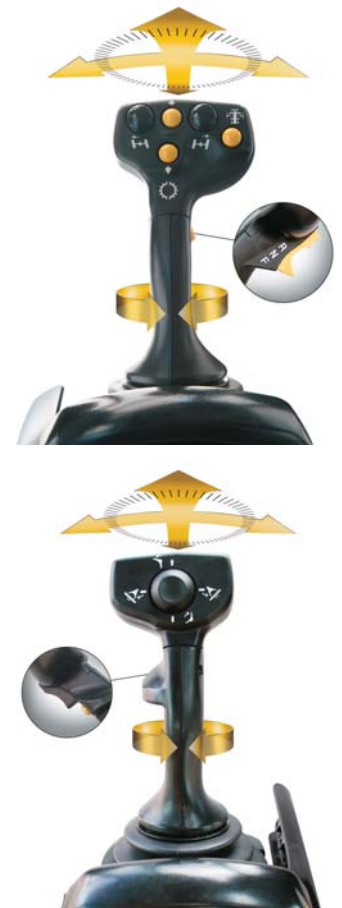
Articulation Return-to-Center

Automatically returns the machine to a straight frame position from any angle with the touch of a button.

Auxiliary Pod and Ripper Control (Optional)

Ergonomically positioned to allow simple, comfortable operation for the multiple hydraulic options.

- Four fingertip controls and a mini joystick maximize control of up to six hydraulic circuits. Individual functions can be programmed with Electronic Technician (Cat ET). The auxiliary hydraulic pod is provided when the machine is configured with three or more auxiliary functions.
- Infinitely variable roller switches provide precise control of the rear ripper and/or front lift group (when equipped).



Optional Advanced Control Joysticks

Cat Advanced Control Joysticks allow the operator to easily control automated grading solutions, Cat GRADE with Cross Slope, AccuGrade™, and Snow Wing. Both new and experienced operators can also configure auxiliary hydraulic functions (such as ripper, front plow blade, etc.) without taking their hands off the controls decreasing fatigue, increasing productivity.

Engine

Power and reliability

Emissions Technology

Reliable, integrated solutions

Cat NO_x Reduction System

The Cat NO_x Reduction System captures and cools a small quantity of exhaust gas, then routes it into the combustion chamber where it drives down combustion temperatures and reduces NO_x emissions.

Aftertreatment Technologies

To meet Tier 4 Interim/Stage IIIB equivalent emission standards and beyond, Cat aftertreatment components have been designed to match application needs. System components include a **Diesel Oxidation Catalyst (DOC)**, which uses a chemical process to convert regulated emissions in the exhaust system, and a **Diesel Particulate Filter (DPF)** that traps particulate matter that is carried into the exhaust stream.

The DOC, DPF and Cat Regeneration System are contained in a Caterpillar designed Clean Emission Module (CEM) that protects the components, minimizes the aftertreatment footprint and simplifies maintenance.

Cat Regeneration System

The Cat Regeneration System is designed to work transparently, without any interaction needed from the operator. Under most operating conditions, engine exhaust is hot enough to oxidize soot through passive regeneration. If supplemental regeneration is needed, the Cat Regeneration System elevates exhaust gas temperatures to remove soot in the Diesel Particulate Filter (DPF). This is a process that happens automatically, but the operator can initiate the cycle when convenient or interrupt regeneration as needed. A soot level monitor can be viewed on the Cat Messenger screen and regeneration indicator lights are integrated into the front console.

A C7.1 ACERT engine and Cat Clean Emissions Module deliver the performance and efficiency that customers demand, while meeting Tier 4 Interim/Stage IIIB equivalent emission standards.

The C7.1 ACERT has superior torque and lugging capability to pull through sudden, short-term loads and maintain consistent, desirable grading speeds to get work done faster without downshifting. The High Pressure Common Rail Fuel System improves precision and control with full electronic injection that boosts performance and reduces soot.

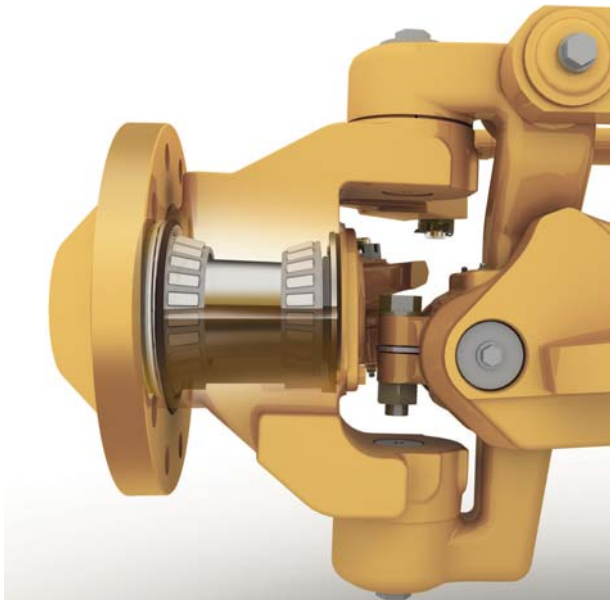
Hydraulic Demand Fan

The hydraulic demand fan automatically adjusts cooling fan speed according to engine cooling requirements. This reduces demand on the engine, putting more horsepower to the ground and improves fuel efficiency. Swing-out design allows easy access to cooling cores and reduces clean out time.



Power Train

Maximum power to the ground



Automatic Differential Lock

Unlocks the differential during a turn, re-locks when straight, for easier operation and lower power train protection.

Front Axle

The Cat sealed spindle keeps bearings free from contaminants and lubricated in a light weight oil. The Cat “Live Spindle” design places the larger tapered roller bearing outboard where the load is greater, extending bearing life.

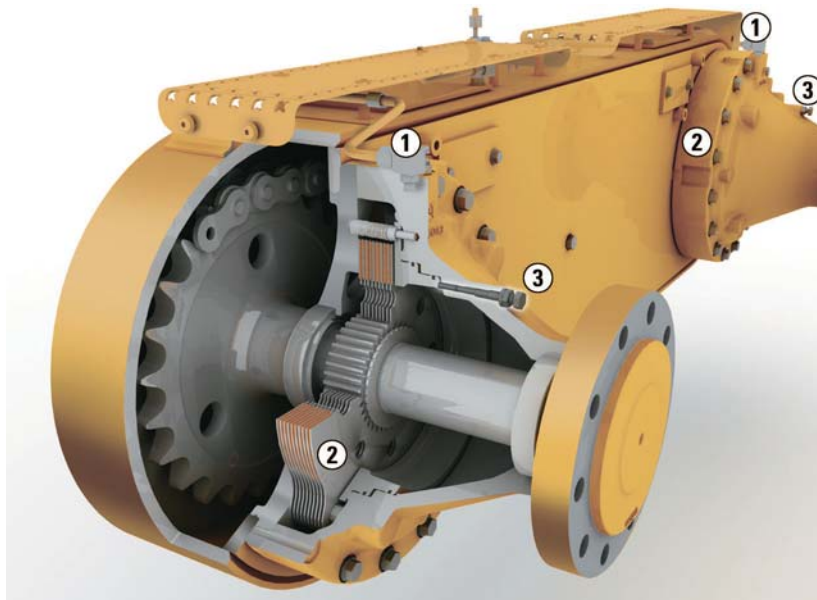
Inching Pedal

Allows precise control of machine movements and excellent modulation, critical in close-quarter work or finish grading.

Smooth Shifting Transmission

Several key innovations ensure smooth, powerful shifts.

- Full Electronic Clutch Pressure Control (ECPC) system optimizes inching modulation for smooth shifts and directional changes, reducing stress on gears.
- Controlled Throttle Shifting helps to smooth directional and gear changes without using the inching pedal.
- Load Compensation ensures consistent shift quality regardless of blade or machine load.



- This standard feature automatically shifts the transmission at optimal points so the operator can focus on the work to help improve safety, productivity and ease of operation.
- Power Shift Countershaft Transmission and the Cat C7.1 engine maximize power to the ground. Eight forward/six reverse gears optimize productivity.
- Engine Over-Speed Protection prevents downshifting until an acceptable safe travel speed has been established.

Bolt-On Modular Rear Axle

Improves serviceability and contamination control with easy access to differential components.

Hydraulic Brakes

Hydraulically actuated, oil bathed, multi-disc service brakes at each tandem wheel (1) offer the industry's largest total brake surface area (2) for dependable stopping power and long brake life. The brake wear indicator/compensator system (3) maintains brake performance and indicates brake wear without disassembly, for fast servicing and longer brake service life. The spring-applied, hydraulically released multi-disc parking brake, sealed and oil-cooled for long life and low service, is integrated into the Operator Presence System to prevent unintended machine movement.

Structures and DCM

Service ease and precise blade control

Heavy Duty Durability

The frame, drawbar and one-piece forged steel circle are designed for durability in heavy duty applications. The strong A-frame drawbar uses a durable tubular design. The front 240° of circle teeth are hardened to reduce wear and ensure component reliability.

Articulation Hitch

A large tapered roller bearing at the lower pivot carries loads evenly and smoothly. Sealed to prevent contamination, a locking pin prevents articulation for safety during service or transport.

Aggressive Blade Angle

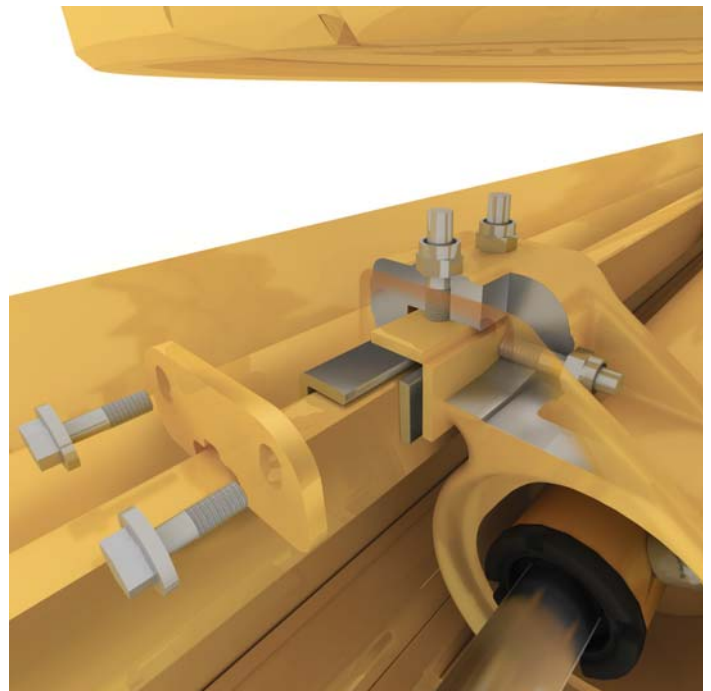
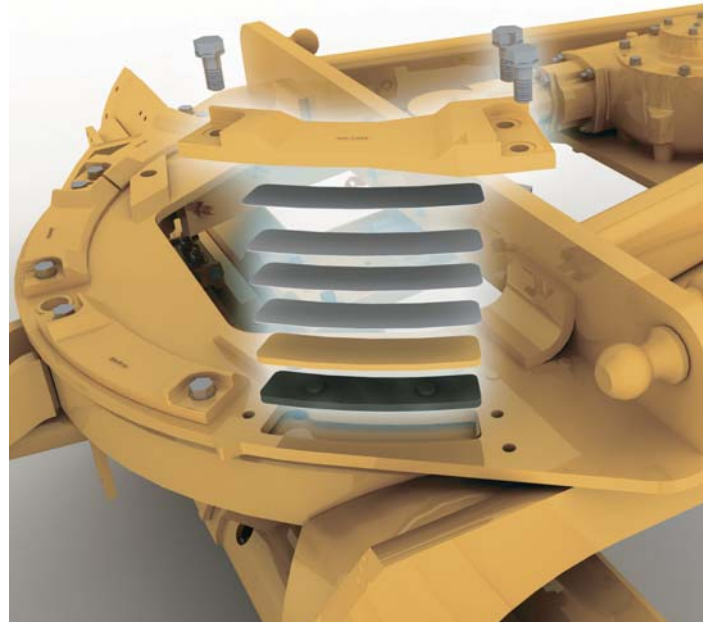
Allows material to roll more freely along the blade, particularly dry materials or cohesive soils. Better material control gets the job done faster, requires less power and saves fuel.

Fast, Easy Adjustment Means Tight Components

Shims and patented top-adjust wear strips are easy to add or replace, dramatically reducing downtime and operating costs. Durable nylon composite wear inserts maximize circle torque and component life. Sacrificial brass wear strips between the blade mounting group and moldboard can be replaced easily. Shimless Moldboard Retention System uses vertical and horizontal adjusting screws to keep moldboard wear strips aligned for reduced blade chatter, precise blade control and dramatic reductions in service time.

Moldboard

Heat-treated rails, hardened cutting edges and end bits, and heavy duty bolts assure reliability and long service life. The link bar allows extreme moldboard positioning for bank sloping, ditch cutting and cleaning.



"Smart" Machine Systems

Advanced diagnostics

Sharing key data among systems helps optimize machine performance and aids serviceability.

- Cat Messenger, combined with full systems integration, enhances diagnostic capability. Machine system errors are displayed in both text and fault codes for quick analysis of critical data.
- Electronic Technician (Cat ET) lets service technicians access stored diagnostic data and configure machine parameters through the Cat Data Link.
- Low Battery Elevated Idle raises idle speed when low system voltage is detected, ensuring adequate system voltage and improving battery reliability.
- Automatic Engine Deration protects the engine and aftertreatment by automatically lowering engine torque output and alerting the operator if critical conditions are detected.



All-Wheel Drive (AWD)

Expanded machine versatility

All-Wheel Drive (AWD)

The AWD arrangement utilizes dedicated left and right pumps for precise hydraulic control. The infinitely variable pumps and motors maximize torque in each gear. This delivers the most power to the ground in the industry and increases productivity.

Maximum Tractor Power

When AWD is engaged, flywheel horsepower is automatically increased by an additional 45 kW (60 hp) from base power. This effect is parasitic losses and maximizes net power to the ground for increased productivity.

Hydrostatic Mode

Standard with AWD, this mode disengages the transmission and provides hydraulic power to the front wheels only. The ground speed is infinitely variable between 0.3 km/h (0.5 mph), perfect for precise finish work.

Steering Compensation

Cat Steering Compensation System enables a "powered turn" by adjusting the outside front tire speed up to 50% faster than the inside tire. The result is improved control, less damage to surfaces and a dramatic reduction of turning radius in poor underfoot conditions.



Integrated Technologies

Monitor, manage, and enhance job site operations



Cat Connect makes smart use of technology and services to improve your job site efficiency. Using the data from technology-equipped machines, you'll get more information and insight into your equipment and operations than ever before.

LINK Technologies

LINK technologies, like Product Link™, are deeply integrated into your machine and wirelessly communicate key information, including location, hours, fuel usage, idle time and event codes.

Product Link/VisionLink®

Easy access to Product Link data via the online VisionLink user interface can help you see how your machine or fleet is performing. You can use this information to make timely, fact based decisions that can boost job site efficiency and productivity, and lower costs.

APPENDIX A

Hydraulics

Advanced machine control

Advanced Electro-Hydraulic System

Incorporates a state-of-the-art electro-hydraulic system as the foundation for revolutionary changes in machine and advanced joystick controls.

Blade Float

Allows the blade to move freely under its own weight. By floating both cylinders, the blade can follow the contours of the road, especially useful when removing snow. Floating only one cylinder permits the toe of the blade to follow a hard surface while the operator controls the slope with the other lift cylinder.

Independent Oil Supply

Large, separate hydraulic oil supplies prevent cross-contamination and provide proper oil cooling, which reduces heat build-up and extends component life.

Load Sensing Hydraulics (PPPC)

The proven load-sensing system and the advanced Proportional Priority Pressure-Compensating (PPPC or “triple P – C”) electro-hydraulic valves provide superior implement control and enhanced machine performance in all applications. Continuously matching hydraulic flow/pressure to power demands creates less heat and reduces power consumption.

- Consistent, Predictable Movement – PPPC valves have different flow rates for the head (red) and rod ends (blue) of the cylinder, ensuring consistent extension and retraction speeds.
- Balanced Flow – Hydraulic flow is proportioned so all implements operate simultaneously with little effect on the engine or implement speeds.



Work Tools and Attachments

Equip your machine for the job



Moldboard Options

Standard 3.7 m (12 ft) ~~or optional 4.0 m (14 ft)~~. Left and right side extensions are also available.

Ground Engaging Tools (GET)

A variety of tools are available from Cat Work Tools, including cutting edges, graderbits and end bits, all designed for maximum service life and productivity.

Front Mounted Groups

A front mounted push plate/counterweight or front lift group are available. ~~The front lift group can be combined with a front dozer blade or front scarifier for added versatility.~~

Rear Ripper/Scarifier

Made to penetrate tough material fast and rip thoroughly for easier movement with the moldboard. The ripper includes three shanks (with holders for five). Nine scarifier shanks can also be added for additional versatility.

~~Snow Removal Work Tools~~

~~Multiple snow plow, snow wing and mounting options increase machine versatility and utilization throughout the year.~~

Safety

Protect your most valuable resource

Designed with Protection in Mind

Features are designed to enhance operator and job site safety, such as drop-down rear lights and a rearview camera. Among many standard safety features are laminated glass, back-up lights, and perforated tandem walkways and grab rails.

Operator Presence System

The parking brake remains engaged and hydraulic implements disabled until the operator is initially seated and the machine is ready for operation.

Secondary Steering System

Automatically engages an electric hydraulic pump in case of a drop in steering pressure, allowing the operator to steer the machine to a stop.

Hydraulic Lockout

A simple switch located in the cab disables all implement functions while still providing machine steering control. This safety feature is especially useful while roading.

Brake Systems

Brakes are located at each tandem wheel to eliminate braking loads on the power train. Redundant brake systems utilize accumulators to enable stopping in case of machine failure, further increasing operational safety.

Circle Drive Slip Clutch

This standard feature protects the drawbar, circle and moldboard from shock loads when the blade encounters an immovable object. It also reduces the possibility of abrupt directional changes in poor traction conditions.

Blade Lift Accumulators (Optional)

This optional feature uses accumulators to help absorb impact loads to the moldboard by allowing vertical blade travel. Blade lift accumulators help reduce unnecessary wear and also help reduce impact loading for enhanced operator safety.

Rearview Camera (Optional)

Visibility is further enhanced with an optional Work Area Vision System (WAVS) through a 178 mm (7 in) LCD color monitor in the cab. Developed specifically for rugged applications, this durable camera improves productivity and increases operator awareness of surroundings.

Front and Rear Fenders (Optional)

To help reduce objects flying from the tire, as well as build-up of mud, snow and debris, optional fenders can be added.



Customer Support

Unparalleled worldwide support

Renowned Dealer Service

From helping you choose the right machine to financing and ongoing support, your Cat dealer provides the best in sales and service.

Manage your costs with preventive maintenance programs like S-O-SSM analysis, Coolant Sampling and guaranteed maintenance contracts.

Stay productive with best-in-class parts availability. Your Cat dealer can even help boost your profits with operator training.

And when it's time for component replacement, your Cat dealer can help you save even more. Genuine Cat Remanufactured parts carry the same warranty and reliability as new products at savings of 40 to 70 percent for power train and hydraulic components.



Sustainability

Thinking generations ahead

M Series 2 Motor Graders are designed to benefit your business and reduce emissions.

- Cat engine and aftertreatment meet Tier 4 Interim/Stage IIIB equivalent emission standards.
- Integrated machine systems and technologies improve productivity for greater accuracy, lower fuel use and reduced machine wear.
- Replaceable wear parts save maintenance time and cost, and extend major component life.
- Major structures and components are built to be rebuilt, reducing waste and replacement costs.
- Extended service intervals reduce maintenance time/cost and waste.
- A variety of safety features help safeguard operators and others on the job site.



Engine		
Engine Model	Cat C7.1 ACERT	
Emissions	Tier 4 Interim/Stage IIIB equivalent	
Base Power (1st gear) – Net	108 kW	145 hp
Base Power (1st gear) – Net (metric)	147 hp	
VHP Plus Range – Net	108-141 kW	145-189 hp
VHP Plus Range – Net (metric)	147-192 hp	
AWD Range – Net	114-156 kW	155-209 hp
AWD Range – Net (metric)	155-212 hp	
Displacement	7.01 L	428 in ³
Bore	105 mm	4.13 in
Stroke	135 mm	5.31 in
Torque Rise	45%	
Maximum Torque	939 N·m	693 lbf·ft
Speed @ Rated Power	2,100 rpm	
Number of Cylinders	6	
Derating Altitude	3048 m	10,000 ft
Hi Ambient – Fan Speed		
Standard	1,000 rpm	
Maximum	1,350 rpm	
Minimum	500 rpm	
Standard Capability	43° C	109° F
Hi Ambient Capability	50° C	122° F

VHP Plus – Gear		
1F, Net	108 kW	145 hp
2F, Net	114 kW	153 hp
3F, Net	120 kW	161 hp
4F, Net	126 kW	169 hp
5F, Net	130 kW	174 hp
6F, Net	134 kW	179 hp
7F, Net	137 kW	184 hp
8F, Net	141 kW	189 hp

- Net power is tested per ISO 9249, SAE J1349, and EEC 80/1269 Standards in effect at the time of manufacture.
- VHP Plus is a standard attachment for the 120M2; standard for the 120M2 AWD.
- Net power advertised is the power available at rated speed of 2,100 rpm, measured at the flywheel when engine is equipped with fan running at minimum speed, air cleaner, muffler and alternator.
- No engine derating required up to 3048 m (10,000 ft).
- Power as declared per ISO 14396
Rated rpm 2,100
VHP+ = 142 kW (190 hp)
~~AWD = 157 kW (211 hp)~~
- All non-road Tier 4, Stage IIIB and IV certified diesel engines are required to use:
 - Ultra Low Sulfur Diesel (ULSD) and Sulfur-Free fuels that are 15 ppm (mg/kg) sulfur or less.
 - Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification.

Power Train

Forward/Reverse Gears	8 Forward/6 Reverse	
Transmission	Direct Drive, Powershift	
Brakes		
Service	Multiple Oil Disc	
Service, Surface Area	23 000 cm ²	3,565 in ²
Parking	Multiple Oil Disc	
Secondary	Dual Circuit	

Hydraulic System

Circuit Type	Parallel	
Pump Type	Variable Piston	
Pump Output	210 L/min	55.7 gal/min
Maximum System Pressure	24 150 kPa	3,500 psi
Reservoir Tank Capacity	60 L	15.85 gal
Standby Pressure	4200 kPa	609 psi

• Pump output measured at 2,150 rpm

Operating Specifications

Top Speed		
Forward	45.7 km/h	28.4 mph
Reverse	36.1 km/h	22.4 mph
Turning Radius, Outside Front Tires	7.4 m	24 ft 3 in
Steering Range – Left/Right	47.5°	
Articulation Angle – Left/Right	20°	
Forward		
1st	4.0 km/h	2.5 mph
2nd	5.4 km/h	3.4 mph
3rd	7.8 km/h	4.9 mph
4th	10.8 km/h	6.7 mph
5th	16.8 km/h	10.4 mph
6th	22.8 km/h	14.2 mph
7th	31.4 km/h	19.5 mph
8th	45.7 km/h	28.4 mph
Reverse		
1st	3.1 km/h	1.9 mph
2nd	5.9 km/h	3.9 mph
3rd	8.5 km/h	5.3 mph
4th	13.2 km/h	8.2 mph
5th	24.8 km/h	15.4 mph
6th	36.1 km/h	22.4 mph

Calculated with no slip and 14.0R24 tires.

Service Refill

Fuel Capacity	378 L	100 gal
Cooling System	49 L	12.9 gal
Hydraulic System		
Tank	64 L	16.9 gal
Engine Oil	30 L	7.9 gal
Trans./Diff./ Final Drives	62.5 L	16.5 gal
Tandem Housing (each)	59 L	15.6 gal
Front Wheel Spindle Bearing Housing	0.5 L	0.13 gal
Circle Drive Housing	7 L	1.8 gal

Frame

Circle		
Diameter	1530 mm	60.2 in
Blade Beam Thickness	35 mm	1.4 in
Drawbar		
Height	152 mm	6.0 in
Width	76.2 mm	3.0 in
Thickness	9.5 mm	0.4 in
Front-Top/Bottom Plate		
Width	255 mm	10.0 in
Thickness	22 mm	0.87 in
Front Frame Structure		
Height	280 mm	11.0 in
Width	204 mm	8.0 in
Front Axle		
Height to Center	572 mm	22.5 in
Wheel Lean, Left/Right	18°	

Front Axle – Total Oscillation Per Side 32°

• Front-top/bottom plate – width tolerance ± 2.5 mm (0.098 in)

Tandems

Height	502 mm	19.8 in
Width	172 mm	6.8 in
Sidewall Thickness		
Inner	14 mm	0.5 in
Outer	16 mm	0.6 in
Drive Chain Pitch	44.5 mm	1.8 in
Wheel Axle Spacing	1510 mm	59.5 in
Tandem Oscillation		
Front Up	15°	
Front Down	25°	

Moldboard

Blade Width	3.7 m	12 ft
Moldboard		
Height	610 mm	24 in
Thickness	22 mm	0.87 in
Arc Radius	413 mm	16.3 in
Throat Clearance	123.9 mm	4.9 in
Cutting Edge		
Width	152 mm	6 in
Thickness	16 mm	0.6 in
End Bit		
Width	152 mm	6 in
Thickness	16 mm	0.6 in
Blade Pull		
Base GVW	10 767 kg	23,737 lb
Maximum GVW	13 599 kg	29,980 lb
Maximum GVW AWD	19 998 kg	44,088 lb
Blade Down Pressure		
Base GVW	6818 kg	15,030 lb
Maximum GVW	12 354 kg	27,235 lb

Blade Range

Circle Centershift		
Right	656 mm	25.8 in
Left	656 mm	25.8 in
Moldboard Sideshift		
Right	660 mm	26 in
Left	510 mm	20.1 in
Maximum Blade Position Angle	90°	
Blade Tip Range		
Forward	40°	
Backward	5°	
Maximum Shoulder Reach Outside of Tires		
Right	1905 mm	75 in
Left	1742 mm	68.6 in
Maximum Lift Above Ground	427 mm	16.8 in
Maximum Depth of Cut	720 mm	28.3 in

Ripper

Ripping Depth, Maximum	226.5 mm	8.9 in
Ripper Shank Holders	5	
Ripper Shank Holder Spacing	534 mm	21 in
Penetration Force	8024 kg	17,692 lb
Pryout Force	2567 kg	5,660 lb
Machine Length Increase, Beam Raised	1053 mm	41.5 in

Scarifier

Front, V-Type Working Width	1205 mm	47.4 in
Front, V-Type, 5 or 11 Tooth		
Working Width	1031 mm	40.6 in
Scarifying Depth, Maximum	467 mm	18.4 in
Scarifier Shank Holders	5/11	
Scarifier Shank Holder Spacing	116 mm	4.6 in
Mid, V-Type		
Working Width	1184 mm	46.6 in
Scarifying Depth, Maximum	292 mm	11.5 in
Scarifier Shank Holders	11	
Scarifier Shank Holder Spacing	116 mm	4.6 in
Mid, Straight		
Working Width	1800 mm	71 in
Ripping Depth, Maximum	317 mm	12.5 in
Scarifying Depth, Maximum	426 mm	16.8 in
Scarifier Shank Holders	17	
Scarifier Shank Holder Spacing	111 mm	4.4 in

Weights

Gross Vehicle Weight, Base		
Total	15 887 kg	35,025 lb
Front Axle	3924 kg	8,651 lb
Rear Axle	11 963 kg	26,374 lb
Gross Vehicle Weight, Maximum		
Total	22 220 kg	48,987 lb
Front Axle	7110 kg	15,675 lb
Rear Axle	15 110 kg	33,312 lb
Operating Weight, Typically Equipped		
Total	18 095 kg	39,892 lb
Front Axle	4791 kg	10,563 lb
Rear Axle	13 304 kg	29,329 lb

Weights – AWD

Gross Vehicle Weight, Pounds		
Total	46,880 kg	103,214 lb
Front Axle	14,351 kg	31,637 lb
Rear Axle	32,443 kg	71,576 lb
Gross Vehicle Weight, Maximum		
Total	48,987 kg	108,000 lb
Front Axle	16,676 kg	36,751 lb
Rear Axle	32,311 kg	71,211 lb
Operating Weight, Typically Equipped		
Total	41,859 kg	92,219 lb
Front Axle	11,614 kg	25,614 lb
Rear Axle	20,244 kg	44,805 lb
• Operating weight calculated as standard machine configuration with 6024 in. full drum, 60 in. drum, and operator.		
• Typically equipped operating weight is calculated with push block, rear ripper/blower, and other equipment.		

Standards

ROPS/FOPS	ISO 3471/ISO 3449
Steering	ISO 5010
Brakes	ISO 3450
Sound	ISO 6394; ISO 6395

- The static sound operator sound pressure level measured according to ISO 6394:2008 for a cab offered by Caterpillar, when properly installed, maintained and tested with doors and windows closed and engine cooling hydraulic fan at maximum speed is 70 dB(A).
- The dynamic spectator sound power level measured according to ISO 6395:2008 for the standard machine when equipped with optional sound suppression package and engine cooling hydraulic fan running at 70% of maximum speed, machine sound is 106 dB(A) for 120M2 and 120M2 AWD, complying with EU 2000/14/EC requirement.

Tires

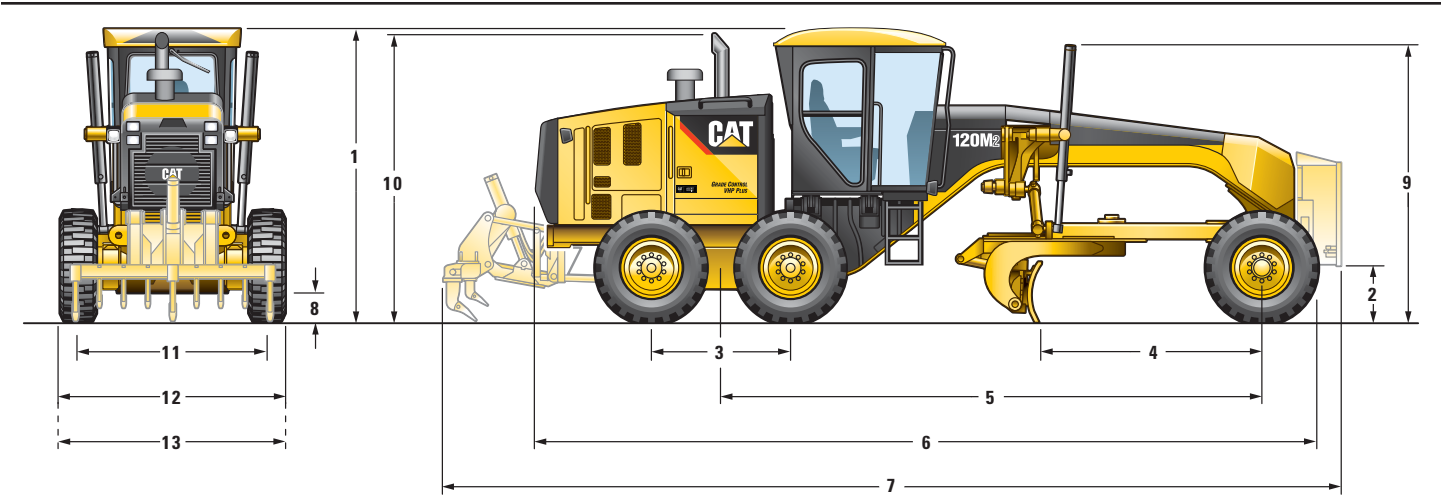
17.5 R25 Tire (14x25 Rim) Dimension Adjustments – Standard and AWD		
Height to Dimensions 1, 2, 8, 9, 10	–20 mm	–0.8 in
Length Front Tire to Rear of Machine Dimension 6	–15 mm	–0.6 in
Width to Tire Centerline Dimension 11	+103 mm	+4.1 in
Width to Tire Front/Rear Tires Dimensions 12, 13	+192 mm	+7.6 in
• Note: Dimension changes may vary by brand/type and inflation of tires.		

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg of refrigerant which has a CO₂ equivalent of 2.88 metric tonnes.

Dimensions

All dimensions are based on 14.0R24 tires.



1	Height – Top of Cab	3308 mm	130.2 in
2	Height – Front Axle Center	596 mm	23.5 in
3	Length – Between Tandem Axles	1510 mm	59.4 in
4	Length – Front Axle to Moldboard	2510 mm	98.8 in
5	Length – Front Axle to Mid Tandem	5917 mm	233 in
6	Length – Front Tire to Rear of Machine	8820 mm	347.2 in
7	Length – Counterweight to Ripper	10 032 mm	395.0 in
8	Ground Clearance at Rear Axle	348 mm	13.7 in
9	Height to Top of Cylinders	2917 mm	114.8 in
10	Height to Exhaust Stack	3258 mm	128.3 in
11	Width – Tire Center Lines	2119 mm	83.4 in
	Width – Tire Center Lines Front (AWD)	2223 mm	87.5 in
12	Width – Outside Rear Tires	2490 mm	98.0 in
13	Width – Outside Front Tires	2511 mm	98.9 in
	Width – Outside Front Tires (AWD)	2594 mm	102.1 in

Optional Tire Arrangements

Wheel Group		Tires	Tire Arrangement Weight (Total – 6 Tires)	
9x24 SP	13.00-24	Firestone SGG RB 12PR	775 kg	1,709 lb
14x25 MP	17.5-25	Goodyear HRL DL 3A 16 PR	1487 kg	3,278 lb
14x25 MP	17.5R25	Michelin XHA 1 Star	1523 kg	3,357 lb
14x25 MP	17.5R25	Michelin XTLA 1 Star	1373 kg	3,026 lb
10x24 MP	14.0-24	Goodyear SGG-2A 16 PR	1173 kg	2,586 lb
10x24 MP	14.0R24	Michelin XGLA2 1 Star	1209 kg	2,666 lb
10x24 MP	14.0R24	Bridgestone VKT 1 Star	1371 kg	3,023 lb
10x24 MP	14.0R24	Michelin XSNO+ 1 Star	1305 kg	2,877 lb
10x24 MP	14.0R24	Bridgestone VUT 1 Star	1269 kg	2,798 lb
9x24 SP	14.0R24	Michelin XGLA2 1 Star	1049 kg	2,313 lb
14x25 MP	17.5R25	Bridgestone VKT 1 Star	1523 kg	3,357 lb
13x25 SP	17.5R25	Michelin XHA 1 Star	1320 kg	2,911 lb
13x25 SP	17.5R25	Michelin XTLA 1 Star	1170 kg	2,580 lb
120M2 AWD				
14x25 MP	17.5R25	Michelin XSNO+ 1 Star	1402 kg	3,094 lb
14x25 MP	17.5-25	Firestone SGG 12PR	1207 kg	2,661 lb
14x25 MP	17.5R25	Bridgestone XSW 1 Star	1672 kg	3,688 lb
10x24 MP	14.0R24	Bridgestone VSW 1 Star	1305 kg	2,876 lb

For a complete list of tire options, contact your local Cat dealer.

Standard Equipment

Standard equipment may vary. Consult your Cat dealer for details.

POWER TRAIN

- Air cleaner, dual stage, dry type, diesel, with automatic engine derate and automatic dust ejector, service indicator through Cat Messenger
- Air-to-air after cooler (ATAAC)
- Belt, serpentine, automatic tensioner
- Brakes, oil disc, four-wheel, hydraulic
- Demand fan, hydraulic, swing-out
- Differential lock/unlock, automatic
- Drain, engine oil, ecology
- Electronic over speed protection
- Engine, C7.1 with ACERT Technology, Tier 4 Interim and Stage IIIB equivalent emission standards
- Fuel tank, 378 L (100 gal), ground level access and sediment drain
- Parking brake – multi-disc, sealed, oil-cooled
- Priming pump, fuel
- Rear axle, modular
- Sediment drain, fuel tank
- Tandem drive
- Transmission, 8F/6R, power shift, direct drive
- VHP Plus (Variable Horsepower)

ELECTRICAL

- Alarm, back up
- Alternator, 150 ampere, sealed
- Batteries, maintenance free, heavy duty, 1,125 CCA
- Breaker panel, ground accessible
- Cab harness and electrical hydraulic valves
- Electrical system, 24V
- Grade Control Ready – Cab harness, software, electrical hydraulic valves, bosses and brackets
- Lights, roof-mounted roading, reversing, LED stop and tail
- Product Link Ready
- Starter, electric

OPERATOR ENVIRONMENT

- Accelerator
- Air conditioning with heater
- Arm and wrist rest, electronically adjustable
- Articulation, automatic Return-to-Center
- Ashtray and lighter
- Cat Messenger operator information system
- Centershift pin indicator
- Coat hook
- Cup holder
- Display, digital speed and gear
- Doors, left and right side with wiper
- Gauge, machine level
- Gauge cluster (analog) – fuel, articulation, engine coolant temp, engine RPM, hydraulic oil temp, regen
- Hour meter, digital
- Joystick hydraulic controls right/left blade lift with float position, circle drive, blade sideshift and tip, centershift, front wheel lean, articulation and power steering
- Joystick, adjustable armrests
- Joystick gear selection
- Joystick hydraulic power steering
- Ladders, cab, left and right side
- Lights, night time cab
- Mirror, inside rearview, wide angle
- Power port, 12V
- Radio Ready, Entertainment
- ROPS cab, sound suppressed 70 dB(A)
- Seat, cloth-covered, comfort suspension
- Seat belt, retractable 76 mm (3 in)
- Storage area for cooler/lunchbox
- Throttle control, electronic
- Windows, laminated glass:
 - fixed front with intermittent wiper
 - side and rear (3)

FLUIDS

- Antifreeze
- Extended Life Coolant to -35°C (-30°F)

TIRES, RIMS AND WHEELS

- Partial allowance for tires on 254×607 mm (10×24 in) multi-piece rims is included in the base machine price and weight

OTHER STANDARD EQUIPMENT

- Accumulators, brake, dual certified
- Anti-glare paint
- Bumper, rear, integrated with hitch
- CD ROM Parts Book
- Clutch, circle drive slip
- Cutting edges
 - 152×16 mm ($6 \times 5/8$ in)
 - curved DH-2 steel
 - 19 mm (3/4 in) mounting bolts
- Doors (3), engine compartment, locking
- Drawbar – 6 shoes, replaceable wear strips
- Electrical hydraulic valves, hydraulic lines for base 8 functions
- Endbits
 - 16 mm (5/8 in) DH-2 steel
 - 19 mm (3/4 in) mounting bolts
- Fluid check, ground level
- Frame, articulated, with safety lock
- Ground level engine shutdown
- Hammer (emergency exit)
- Horn, electric
- Hydraulic lines for base functions
- Lockout, hydraulic implement (for roading and servicing)
- Moldboard – $3658 \times 610 \times 22$ mm ($12 \text{ ft} \times 24 \text{ in} \times 7/8 \text{ in}$)
- Mounting, cab roof accessories
- Pump, hydraulic, high capacity, 98 cm^3 (6 in^3)
- Radiator, cleanout access (both sides with swing doors)
- Secondary steering
- Serviceability, LH side
- S·O·S ports: engine, hydraulic, transmission, coolant, fuel
- Tandem walkway/guards
- Tool box
- Tow hitch

Optional Equipment

Optional equipment may vary. Consult your Cat dealer for details.

	kg	lb
ELECTRICAL		
Alternator, 280 ampere	2	5
Batteries:		
extreme duty, 1,400 CCA	14	30
Converter, communication (CB)	5	11
Lights:		
Headlights, high	5	11
Headlights, low	5	11
Working lights, basic	9	20
Working lights, plus	10	22
Warning: beacon or strobe	2	5
Mounting for warning light	5	11
GUARDS		
Fenders, front	56	123
Fenders, rear	24	75
Sound suppression (bottom)	110	243
Sound suppression (enclosure)	110	243
Transmission	141	311
OPERATOR ENVIRONMENT		
Fan, defroster, rear window	2	4
Mirrors, outside:		
heated 24V	15	33
mounted	15	33
Precleaner, HVAC	5	10
Radio ready, AM/FM	9	20
Seat, air suspension, cloth	2	5
Shade, sun	2	5
Wiper/washer, rear	2	4

	kg	lb
POWER TRAIN		
All-wheel Drive	990	2,190
Fuel tank, fast fill	14	31
Oil, hydraulic, biodegradable synthetic	0	0
Precleaner, snow	2	4.4
Starter, heavy duty, 1,000 Amp	10	22
Transmission, autoshift	2	5
OTHER ATTACHMENTS		
AccuGrade ARO	39	85
Accumulators, blade lift	77	170
Camera, rearview	9	20
Cat Product Link	5	10
32ISR		
Drain, ecology, engine Wiggins	2	5
Fenders, front, AWD	56	123
Fenders, rear, AWD	24	75
Heater, engine coolant:		
120V	1	3
240V	1	3
Hydraulic arrangements with one or more additional hydraulic valves are available for rear ripper, dozer, snow plow and snow wing.		
Snowwing mounting, frame ready	91	200
Sound suppression	15	32
Starting aid, ether	0.5	1

	kg	lb
WORK TOOLS/G.E.T.		
Backhoe, 1.8 m (6 ft)	113	249
Backhoe, 2.1 m (7 ft)		
Cutting edges, curved	43	95
Endbits, overlay	24	52
Front lift group, mounting	5	11
Front lift group, mechanical	680	1,500
Grader bit, narrow and super penetration	181	400
Mid-Mount Scarifier, Package	942	2,077
Mid-Mount Scarifier, Mounting	57	125
Moldboard		
2267 mm x 610 mm x 100 mm (93 in x 24 in x 4 in)	100	220
2267 mm x 610 mm x 25 mm (87 in x 24 in x 1 in)		
4267 mm x 686 mm x 257 mm (168 in x 27 in x 10 in)	567	1,250
4267 mm x 686 mm x 25 mm (168 in x 27 in x 1 in)		
Push plate, counterweight	1285	2,833
Ripper, mounting	32	70
Ripper, rear	962	2,120
Ripper tooth	28	61
Scarifier, front	434	956
Snow Arrangement	161	355
Snow Wing Ready Package	114	252
MACHINE ARRANGEMENTS		
Canadian Arrangement	2	4
European Arrangement	289	637
European Roading Arrangement	451	994

APPENDIX B

Pneumatic Tired Roller

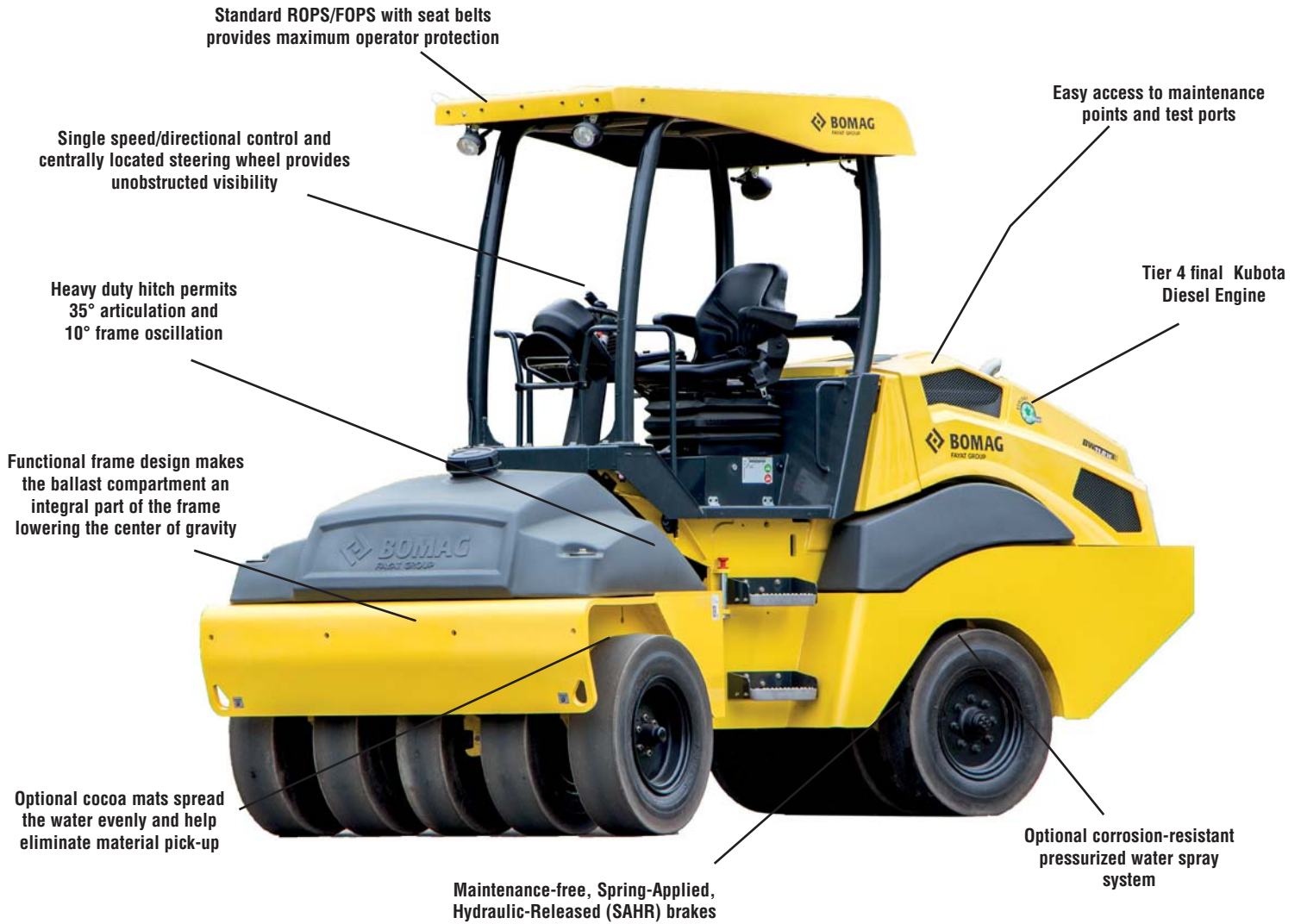
BW11RH-5



TIRE INFLATION PRESSURE P.S.I			GROUND CONTACT PRESSURE P.S.I						
Wheel Loads	Ballast Combinations	lbs	14 Ply tire pressure			Opt 14 Ply Radial tire pressure			
lbs	Front	Rear	45	75	100	45	75	100	130
1,500 (680 kg)	3,355 (1,521 kg)	0	46	49	55	32	46	61	81
2,000 (907 kg)	5,855 (2,655 kg)	1,070 (485 kg)	53	63	77	40	57	72	99
2,222 (1,006 kg)	6,965 (3,153 kg)	1,958 (886 kg)	X	68	82	X	61	73	94

Operating weight, 12,231 lbs (5547 kg), includes ROPS, full fuel tank, 1/2 full water spray tank, and 175 lbs (80 kg) operator.





■ BW11RH-5 - continuing the tradition of excellence...

The BW11RH-5 pneumatic tired roller is one of the most versatile machines in the Bomag line. This roller achieves its high compaction performance through the combined effect of vertical pressure with the horizontal forces directed to all sides under each of the nine, overlapping tires.

Wheels and frame oscillate to deliver balanced wheel loads and uniform compaction. Further enhancing its versatility and maneuverability, the BW11RH-5's hydrostatic, centerpoint, articulated steering delivers a short, ten foot turning radius achieving optimum compaction on tight, curving curblines.

■ Applications:

- Highway construction and maintenance
- Driveways
- Parking lots
- Chip and seal



BW11RH in action on an asphalt resurfacing application

APPENDIX B₈

Featuring...



Center swivel seat provides excellent comfort and visibility in both travel directions

Handling is Easier & Safer:

- Hydrostatic Steering with automotive type steering wheel provides controlled maneuverability through turns.
- Brakes apply automatically when engine is shut down or with loss of transmission system hydraulic pressure.
- Functional frame design incorporates strategically placed ballast compartments providing a low center of gravity, exceptional stability and uniform weight distribution when fully ballasted.
- Standard ROPS/FOPS, which also functions as sun canopy, with seat belts deliver operator safety.
- Operating Safety is further enhanced by adding the optional turn signals and 4-way flashers.
- Zero overhang; two inches overhang with optional pressurized water spray system and heat shields

*Pneumatic tired models
provide maximum versatility*

Achieve Maximum Productivity:

- Centerpoint steering allows the wheels to provide full width coverage on turns requiring fewer passes to achieve optimum compaction results.
- Three speed hydrostatic transmission provides maximum gradeability in low range, optimum performance in medium or work range and top production in high range.
- Short, ten foot inside turning radius, accomplished through 35 degree centerpoint articulation, takes compaction up to tight, curving curblines.
- Ten degrees oscillation assures uniform compaction on irregular surfaces.
- Center swivel seat cockpit design places controls within easy reach and provides excellent visibility in both travel directions.
- Optional heat retention shields help maintain high tire temperatures, preventing asphalt pickup that could damage the mat.
- Optional pressurized water spray system provides efficient water usage, extending time between refills.

Less Service & Maintenance:

The purchase price is important, but so are the operating costs. Check these features:

- Maintenance-free SAHR brakes are an integral part of the travel motors, allowing an emergency/parking brake provision. Brakes meet highest standards, ISO 3450.
- Wide opening engine hood allows easy access for servicing.
- Maintenance and check points are accessible while standing on the ground.
- The heavy duty, maintenance free centerpoint oscillating and articulating centerjoint provides long life.
- Self-lubricating bushings are virtually maintenance-free.
- The frame is constructed of heavy steel plate to provide maximum strength and durability.

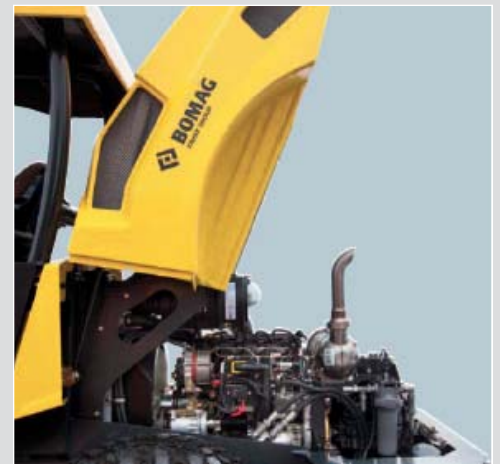
Best for
COMPACTION



Cockpit design places controls within easy reach and provides unobstructed visibility



Cocoa mats on each tire help eliminate material pick-up



Easy access means fast servicing

With these features and many more, it's easy to see why this model maintains a high residual value while delivering lower lifetime operating costs.

Technical Specifications

BW11RH-5

Shipping dimensions

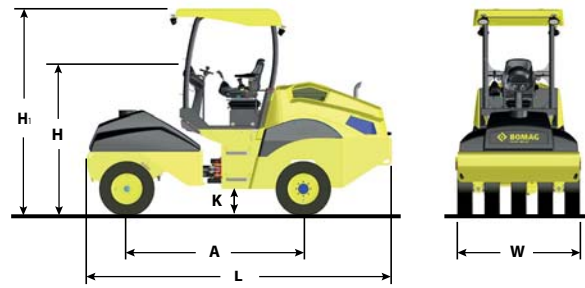
in cubic feet (m³)	without	with ROPS/FOPS
BW 11 RH-5	568.7 (16.1)	824 (23.3)

Standard equipment

- ☒ Hydrostatic transmission
- ☒ Tier 4 final Kubota Diesel Engine
- ☒ Nine 7.50 x 15, 14 ply tires
- ☒ Fuel gauge
- ☒ Horn
- ☒ Hydrostatic, center articulated steering with $\pm 10^\circ$ frame oscillation
- ☒ Rear wheel oscillation:
 - $\pm 4^\circ$ outside
 - $\pm 5^\circ$ center
- ☒ Spring-Applied, Hydraulically-Released (SAHR) brakes
- ☒ 150 gallon polyethylene water tank
- ☒ Roll-Over, Falling-Object Protective Structure (ROPS/FOPS) and seat belts

Optional equipment

- ☒ ~~Roll-Over, Falling-Object Protective Structure (ROPS/FOPS) and seat belts~~
- ☒ Headlights (front and rear)
- ☒ Turn signals and 4-way flashers
- ☒ ~~Clear retention shields~~
- ☒ Pressurized water spray system
- ☒ ~~Special paint, BOMAG logo~~
- ☒ ~~(BOMAG logo)~~
- ☒ Radial Tires w/ approx. 14 ply rating
- ☒ Steel ballast



Dimensions in inches (mm)

	A	H	H ₁	K	L	W
BW 11 RH-5	100 (2540)	82 (2083)	113 (2870)	13 (330)	173 (4445)	68 (1727)

Technical data

Weights

Basic/Shipping weight.....	lb (kg)	11075 (5022)
Operating weight (unballasted).....	lb (kg)	12231 (5547)
Operating weight (max. allowable ballast) w/ ROPS/FOPS.....	lb (kg)	20000 (9054)
Operating weight (max. allowable ballast) w/ cab.....	lb (kg)	20000 (9054)
Average wheel load, (max.).....	lb (kg)	2222 (1006)

Dimensions

Working width.....	in (mm)	68 (1727)
Wheel track overlap.....	in (mm)	0.5 (12.5)
Height with ROPS/FOPS.....	in (mm)	113 (2870)
Track radius, inner.....	in (mm)	122 (3099)
Dimensions.....		see sketch

Driving Characteristics

Speed (low).....	mph (kmph)	8.0 (12.9)
Speed (medium).....	mph (kmph)	10.5 (16.9)
Speed (high).....	mph (kmph)	15.5 (25.0)

Drive

Engine manufacturer.....	Kubota
Type.....	V3307
Emissions Standard	Tier 4 final
Cooling.....	water
Number of cylinders.....	4
Performance SAE J1995	hp (kW)
Speed	74 (55)
Fuel.....	rpm
Electric equipment.....	2600
Drive system	diesel
Driven axles	12
	V
	hydrostatic
	front

Tires

Number of tires, front/rear.....	5/4
Tire size	7.50 x 15, 14 ply
Oscillation of tires front, outside/center..... deg	4/5

Brakes

Service brake.....	hydrostatic
Secondary/Parking brake.....	SAHR

Steering

Steering system.....	oscillating, articulating
Steering method.....	hydrostatic
Steering angle +/- deg	35
Oscillating angle +/- deg	10

Water Spray System (optional)

Type of water spray system.....	pressurized
---------------------------------	-------------

Capacities

Fuel.....	gal (l)	50 (190)
Water.....	gal (l)	140 (532)
Engine oil.....	gal (l)	2.5 (9.5)
Hydraulic fluid.....	gal (l)	28.5 (108)

APPENDIX C

Tandem Vibratory Rollers

BW161AD-5 HF, ~~BW190AD-5 HF~~



KEY FEATURES

- | | |
|--------------------------------|-------------------------------------|
| • 2 Amplitudes / 2 Frequencies | • Visible sightlines to drum edge |
| • Kubota Tier 4i engine | • Open operator's platform |
| • ECOMODE | • 180 degree swivel operator's seat |
| • ECONOMIZER option | • Crab walk option |



Technical Specifications

BW161AD-5 HF, ~~BW190AD-5 HF~~

Shipping dimensions

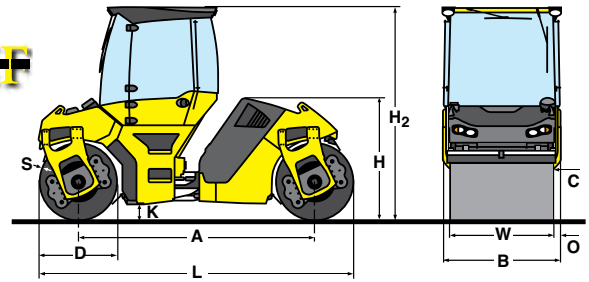
in cubic feet (m³)	with ROPS	without ROPS
BW161AD-5 HF	957.1 (27.1)	726.5 (20.6)
BW190AD-5 HF	1119 (31.7)	849.1 (24.0)

Standard Equipment

- ☒ 2 amplitudes / 2 frequencies
- ☒ Automatic vibration operation
- ☒ Individual vibration control
- ☒ Adjustable driver's seat - 180 degrees
 - laterally slidable with steering wheel
- ☒ On-board indicators
 - engine speed, speedometer, fuel consumption, engine temperature
- ☒ Pressure sprinkling system with 2 pumps
- ☒ Low water level indicator
- ☒ Indicator and hazard lights
- ☒ Back-up alarm
- ☒ Battery disconnect switch
- ☒ Storage for documents and tools
- ☒ Emergency stop button
- ☒ ROPS/FOPS w/ safety belt

Optional Equipment

- ☐ ~~ECONOMIZER~~
- ☐ ~~Asphalt temperature display~~
- ☐ ~~ROPS cab w/ seat belts~~
 - ~~- heating~~
 - ~~- 4 working head lights~~
- ☐ ~~Air conditioning w/ cab option~~
- ☐ ~~Radio w/ cab option~~
- ☐ ~~2 LED lights for cab roof (flat beam)~~
- ☐ ~~Edge cutter~~
- ☐ ~~Grab walls on both sides - 6.7 in (170 mm)~~
- ☐ ~~Lighting for drum edge front and rear~~
- ☐ ~~Seat heating~~
- ☐ ~~Outside mirrors~~
- ☒ Rotary beacon
- ☒ Environmentally friendly hydraulic oil
- ☐ ~~BOMAG TELEMATIC POWER~~



Dimensions in inches (mm)

	A	B	C	D	H	H2	K	L	O	S	W
BW161AD-5 HF	142.5 (3620)	72.3 (1836)	26.4 (670)	48 (1220)	91.1 (2315)	120.1 (3050)	9.8 (250)	190.6 (4840)	3.1 (78)	0.67 (17)	66.1 (1680)
BW190AD-5 HF	142.5 (3620)	95.1 (2418)	26.4 (670)	48 (1220)	91.1 (2315)	120.1 (3050)	9.8 (250)	190.6 (4840)	3.1 (78)	0.75 (19)	78.2 (1990)

Technical Data

	BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Weights		
Operating weight with ROPS	21600 (9800) lb (kg)	26120 (11850)
Operating weight with cab	22045 (10000) lb (kg)	26500 (12050)
Drive		
Engine manufacturer	Kubota	Kubota
Type	V3800 CR-TI	V3800 CR-TI
Emission stage	Tier 4i	Tier 4i
Cooling	water	water
Number of cylinders	4	4
Performance ISO 14396	114 (85) hp (kW)	140 (103)
Speed	2600 rpm	2600
Electric equipment	12 V	12
Brakes		
Service brake	hydropneum.	hydropneum.
Parking brake	multi disc	multi disc
Steering		
Steering system	oscil. artic.	oscil. artic.
Track radius, inner	192.1 (4900) in (mm)	190.8 (4797)
Lateral displacement right/left (crab steer option)	6.7 (170) in (mm)	6.7 (170)
Exciter system		
Vibrating drum	front + rear	front + rear
Automatic vibration shut off	standard	standard
Frequency	3000/4200 (50/70) vpm (Hz)	3000/4200 (50/70)
Amplitude	0.023/0.010 (0.6/0.26) in (mm)	0.030/0.015 (0.7/0.38)
Centrifugal force	22706/19109 (101/85) lb (kN)	33771/27870 (177/124)
Capacities		
Fuel	38.3 (145) g (l)	38.3 (145)
Water	198.1 (750) g (l)	198.1 (750)

Technical modifications reserved. Machines may be shown with options.

APPENDIX C



SUPERIOR TECHNOLOGY. OPTIMAL COMPACTION.

ARTICULATED TANDEM ROLLERS, 15,000 LB AND OVER.





ENHANCING PRODUCTIVITY.

ASPHALT COMPACTION WITH BOMAG EXPERTISE.

Better is the enemy of good. With this motto, BOMAG has developed, designed and built compaction equipment for the last 60 years. Our engineers strive to make each new model generation a little better, more economical and productive than the previous generation. And they always pursue one target: a BOMAG must be able to finish work quicker, more comfortably and professionally.

The close contact we maintain with our customers helps us to find ways to achieve true increases in productivity, enabling you to complete your work perfectly and productively.

With ECONOMIZER, TanGO and ~~ASPHALT-MANAGER~~ we have once again set new standards and demonstrated that real innovation always meets a need: not just what is technically feasible: practicality means progress.



With an operating weight of 15,000 lb and above, BOMAG tandem rollers are the first choice for many applications. With cab or ROPS, productivity and operating comfort is always there.

Trust in the expertise of our engineers and the strength of our sales and service network. Trust in proverbial BOMAG quality. Because at BOMAG we concentrate on just one target: enhancing your productivity.



FIVE GOOD REASONS TO CHOOSE BOMAG.

1

MAINTENANCE: FAST!

Daily maintenance is essential and with EasyService all maintenance points can be easily reached from the ground. And without any grease nipples.

5

ECONOMY: OUTSTANDING!

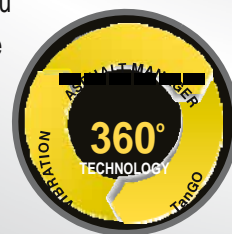
ECOMODE provides load-dependent and economical working without high engine speeds. Giving excellent fuel economy and maximum efficiency on every type of road construction project.



4

VIBRATION: THREE CHOICES!

Only BOMAG tandem rollers offer you three vibration systems. With double vibration, TanGO and ASPHALT MANAGER you have three technologies to choose from.



2

**THE DRIVER'S STATION:
OPTIMISED!**

BOMAG always considers the roller driver. His work place provides the best view and offers space and operating comfort at the highest level. This ensures good workmanship and efficiency.

3

**COMPACTION:
RIGHT FIRST TIME!**

Simple and reliable compaction thanks to ECONOMIZER and BCM. Unnecessary passes are avoided, compaction is accurately documented. Optimised compaction is so easy.



YOUR CHOICE.

Each application is different – all construction sites come with new challenges. This is why the right philosophy is not what matters in asphalt compaction, but the right technology! With BOMAG you can choose how to match your operation and your work. We always have the right technology at hand for every application. And all from one source.



OUR STANDARD: DOUBLE VIBRATION

With two amplitudes and individually operable drums, this technology covers a wide range of applications on many projects. Proverbial BOMAG quality goes without saying and our equipment specs meet every requirement.

FOR SENSITIVE WORK: TanGO

Wherever careful compaction is required, TanGO oscillation from BOMAG is the answer. The high wear-resistant drums and a factory warranty of 8,000 operating hours always put you on the safe side.

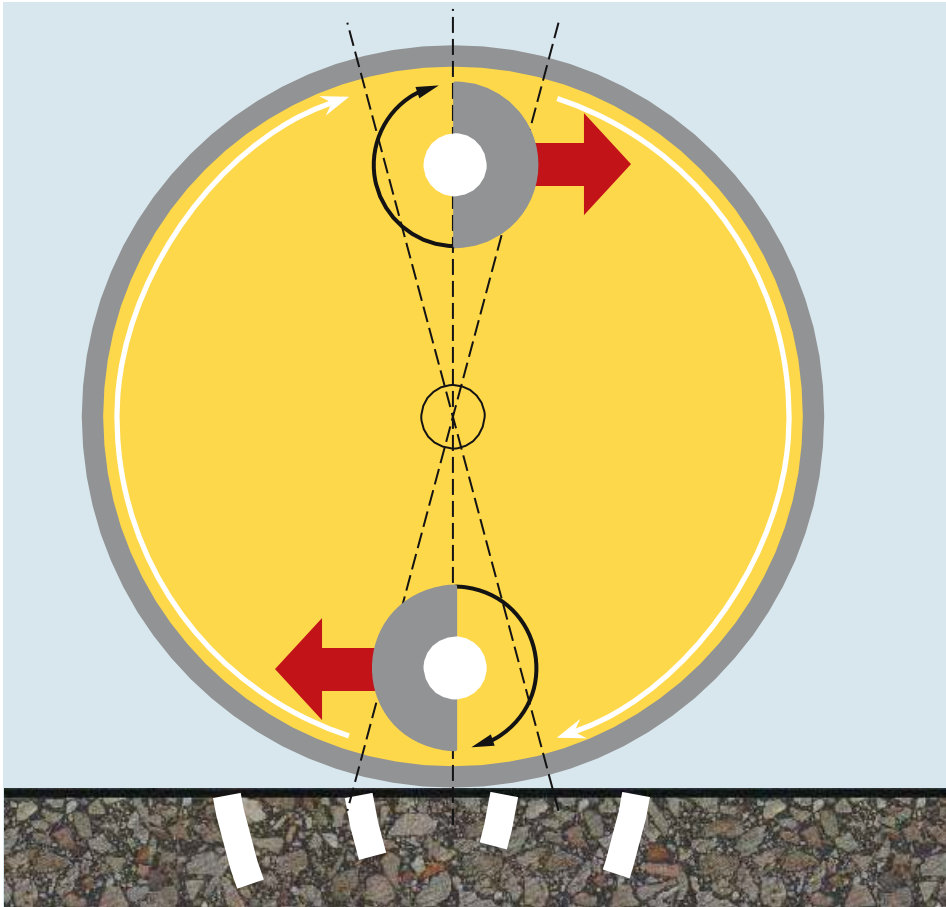
NO MORE GUESSEWORK: ASPHALT MANAGER

Exclusively from BOMAG. This is a Manager that you really can trust. Dial in the layer thickness and off you go. Everything is controlled and monitored by the ASPHALT MANAGER: material, degree of compaction, temperature, control of the direction of compaction. The driver just concentrates on the rolling pattern and co-ordinates with colleagues on interconnected rolling operations.



Which manufacturer offers a choice of three vibration systems? BOMAG. Because BOMAG knows exactly what every contractor wants.





360°
TECHNOLOGY

THE TECHNOLOGY FOR SENSITIVE ROLLING: TanGO.

TanGO is the answer when sensitive compaction is needed:

SIMPLE TO USE

TanGO compacts risk-free e.g. on seams, on bridges or near buildings. And even better, TanGO is simple to operate: it comes with only one amplitude, which is optimised for all applications.

ALWAYS CAREFUL

BOMAG tandem rollers with TanGO always compact with care. The drum cannot bounce, TanGO always works tangential to the surface. This has two advantages:

on one hand there is no crushing of aggregate; on the other hand no bow waves are created, even when working at higher working speeds. The TanGO drum is in the rear of the machine, so the front vibrating drum can be used for thicker layers or so the front vibrating drum can be used for thicker layers or for applications where additional conventional compaction would be beneficial.

THE CONCEPT

TanGO compaction uses two exciter shafts rotating in the same direction, so that a torque is generated around the drum axis. The drum quickly keeps alter-



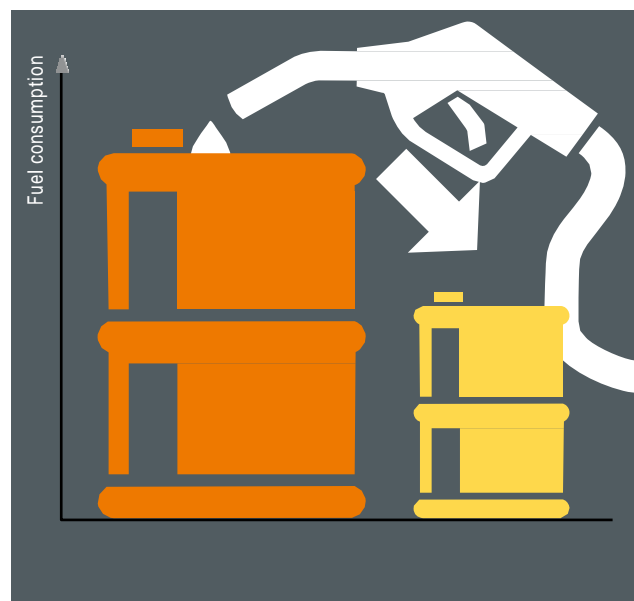
For sensitive rolling: BOMAG tandem rollers with TanGO oscillation. Careful compaction on seams & bridges.

nating its effective direction tangentially to the contact surface (forwards and backwards). The mat is actually compacted with double frequency.

HIGHEST QUALITY

Others talk about quality. BOMAG guarantees quality: the TanGO drum is made of highly wear-resistant fine grain steel. So BOMAG can guarantee a lifetime of at least 8,000 hours. Others can only be amazed ...

TanGO
...BOMAG-Oszillation



Compared with conventional oscillation rollers, TanGO consumes less fuel. Because BOMAG makes such good use of physics, the unbalanced masses are arranged towards the outside, reducing inertia forces and requiring less energy.

SAVING WITH EVERY PASS.

Fuel costs are one of the major items in the calculation of operating costs for any machine, because over its lifetime, in most cases, they will exceed the purchasing price. BOMAG engineers have addressed this with BOMAG ECOMODE, an energy efficiency system, which saves significant gallons of fuel per year – every year. This reduces the operating costs and aids the environment.



THE ADVANTAGES:

- Load-dependent engine speed control saves up to 30% fuel
- Less noise eases stress on the driver and environment
- Idle speed shut-down reduces wear and operating costs and increases resale values

SMART CONTROL.

Conventional rollers always work with full engine speed to reach vibration frequency. BOMAG ECOMODE controls the engine in relation to load to give the exact actual power needed. The vibration frequency is maintained at a constant level by infinitely adjusting the hydraulic components. This keeps the overall system within the optimum power range and fuel consumption is reduced, without losing power and productivity. A positive side effect: with reduced speed the machine works more quietly. This is not only beneficial for the crew on site, it has a positive effect on acceptability of urban projects.

SMART SHUT DOWN.

BOMAG ECOSTOP shuts the engine down after a defined period of time at idle speed with consideration for parameters like temperature, battery, etc. Unnecessary fuel consumption is avoided and the operating hour meter stays low.

ENVIRONMENTAL PROTECTION AS STANDARD.

Depending on the power class, SCR catalysts and/or particulate filters are being used to reduce pollutants. Maintenance is minor, because the filter regenerates automatically during operation. No action is required from the driver. In models with SCR- catalyst, the tank capacity for the additive (AdBlue®) is rated so that it only needs to be replenished about every third refueling.

WAIT NO LONGER!

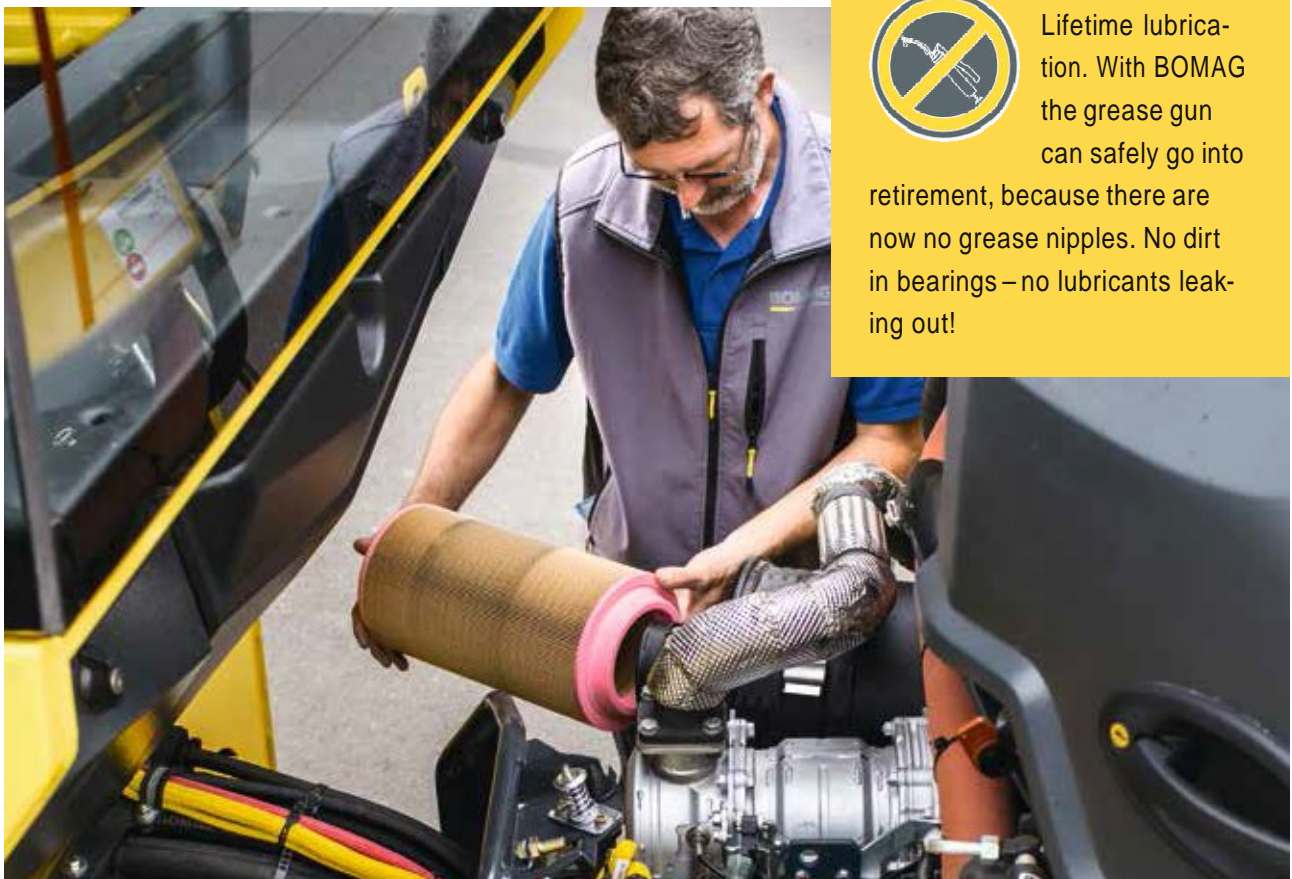
BOMAG tandem rollers are efficient to service because the easiest and most cost effective service is one that is not necessary. So BOMAG tandem rollers don't need a single grease nipple.

BOMAG engineers always have practical use in mind. Experience has shown that the BOMAG EasyService concept with no grease nipples maximizes reliability. Special bearings with hermetic sealing and a permanent high-quality grease filling guarantee reliable lifetime lubrication. And, another side effect, the machine stays clean.

BOMAG EasyService also means easy access to all maintenance points, which can be comfortably reached from the ground. The single-unit hood made of composite material with strong gas springs swings up readily and reveals the entire engine compartment. All fluids can be reliably and neatly drained through external drains.



Easy refilling with a folding step.



Lifetime lubrication. With BOMAG the grease gun can safely go into retirement, because there are now no grease nipples. No dirt in bearings – no lubricants leaking out!

GOOD WORKMANSHIP IS MEASURABLE.

When has the right compaction for the material been reached? Only someone who knows the degree of compaction can make the right decision. Nowadays no one has the time and money to spend on unnecessary passes. BOMAG is a pioneer in measuring technology for compaction, which helps many operators to achieve optimum compaction results while still saving time and money. Minimum passes for maximum compaction.

A BOMAG DRIVER KNOWS WHEN COMPACTION IS FINISHED.

Unique in compaction technology: the ECONOMIZER from BOMAG, integrated in the central display, helps the driver achieve optimum compaction results. Operation is very simple because no activation or calibration is required. The ECONOMIZER automatically determines the compaction progress. A lighting strip informs the driver of the end of compaction, and avoids over-compaction. A warning light additionally indicates any risk of over-compaction. Also, the driver is informed about the optimum speed to use.

COMPACTION IS ACCURATELY DOCUMENTED WITH BCM: BOMAG COMPACTION MANAGEMENT

Many public tenders today ask for complete documentation of all works. BOMAG BCM (BOMAG Compaction Management) helps you to provide dependable documentation of the entire compaction process: a robust tablet PC in the cab and the BOMAG StarFire GPS-receiver are part of the BCM. Based on the GPS-data, the system generates continuous compaction charts in real-time.



THREE MODELS TO CHOOSE FROM

BOM-start

The driver is informed about the number of passes and the asphalt temperature. With a freely definable colour scale he immediately sees where further passes are required. Once compaction is finished, the compacted area appears in green and the driver can be sure that every area has been compacted. All data saved can be passed to the client or monitoring body as a pdf file. BOM-start is a convenient Plug&Play solution also for mixed fleets.

BOM-05

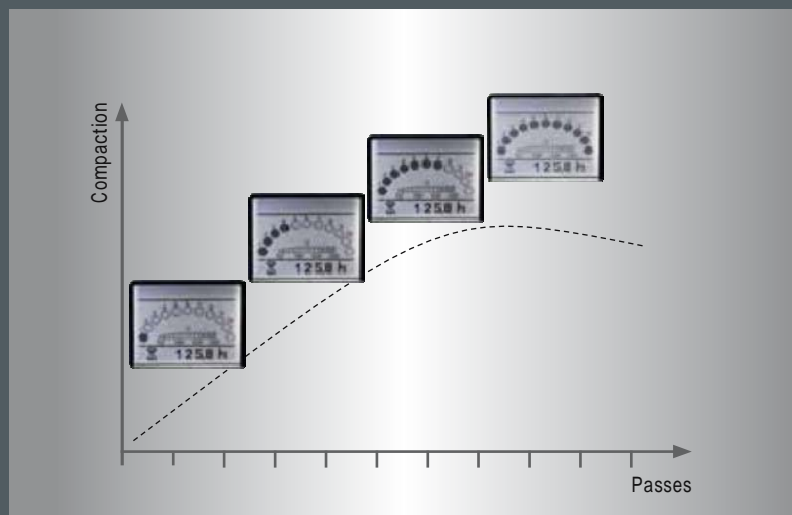
With BOM-05 the stiffness values "E_{vd}" in MN/m² measured by the ASPHALT-MANAGER are additionally documented. The E_{vd} value correlates with the asphalt density. This enables accurate weak spot ana-

lysis and the reduction of other test methods. With BOM-05 the BOMAG ASPHALT-MANAGER becomes a real tool for quality assurance.

BOM-net

Asphalt rollers often work in interconnected operations. With BOM-net rollers are cross-linked with each other. Each driver is able to see the passes, temperatures and E_{vd} values (with AM) of all machines in different colours in real time. This optimizes the rolling patterns, even if one roller is e.g. filling water tanks. With BOM-net all data is saved for later evaluation. And machines from different manufacturers can be integrated.

Reliable and effective documentation provides evidence of all work performed. BOMAG has these answers, because BOMAG knows how sites operate.



ECONOMIZER knows when full compaction is reached: The lighting strip shows the degree of compaction and warns of over-compaction.



With BOMAG, drivers have all the information they need. Drivers know when full passes are required.





YOUR ADVANTAGES:

- Extra large operators platform: more space for the operator means safe and comfortable working
- The cab is not mounted on the drive unit: no loads caused by heat, exhaust fumes and vibrations. The driver remains comfortable and fresh for longer shifts.

SPACE TO WORK BETTER.

Any machine is only as good as its driver. In any BOMAG tandem roller the driver can feel at home. And satisfied drivers are more productive.

EXCELLENT VISION.

The smart design of BOMAG tandem rollers with sliding seat and folding window always gives an unobstructed view of the drum edges. The driver can work along walls without risk because no parts of the cab or roller project over the sides. He can also keep an eye on the sprinkling system and, with the optional outside mirrors, he has unrestricted all-round vision.

EXTRA SPACE.

The ample space ensures stress-free work, even over longer working days. The powerful heating, also optionally with air conditioning, provides comfortable temperatures and condensation-free windscreens. On BOMAG rollers, engine and cab are separated. The driver is not troubled by cab vibration, noise, heat or exhaust fumes.

ERGONOMIC CONTROL.

The seat unit with steering wheel, operating arm rest and instruments can be moved across the full width of the cab. The seat can swivel 90 degrees in each direction. This gives the driver optimum seat positioning at all times to operate the roller reliably and intuitively. BOMAG's attention to detail also shows here: the cab floor is completely flat and without openings for easy cleaning.

NO CONFUSION.

Safe operation even with different drivers: The self-explanatory operation is distinctly marked and the switch setting is always clearly identifiable. The displays indicate the operating status of the machine with clear symbols.



The sliding window and sliding seat ensure maximum comfort.



The driver has plenty of storage space for tools and equipment.



The driver always has all the essential displays safely in view. Operating the switches is simple and quickly becomes second nature.

THE DETAIL MAKES THE DIFFERENCE.

Many people build rollers. But only BOMAG build BOMAG rollers. We pay full attention to the small details, to make your work easier. Our engineers are where the action is, to learn from site practice. This knowledge can be found in all of our rollers. Well thought-out, with the highest quality and reliability. Because only BOMAG is BOMAG.



CLEANDRUMS.

Spring loaded, folding polyurethane contact scrapers ensure clean drums and optimum distribution of sprinkled water.



SHIELDED ELECTRICS.

For reliable current flow with no spark risk, all wiring looms are routed through nylon hoses. The central electrical system is installed in the cab, protected against water and dirt.



QUICK TRANSPORT.

Quick relocation off-site because the lashing eyes are amply dimensioned and easily accessible. The articulation lock is easy to operate.



PERFECT SPRINKLERS.

The drum sprinkling system works with two independent pumps. With a high number of nozzles per working width and a filler strainer, the wind protected system and the perfect view of the nozzles maximizes reliability and performance. The interval function reduces water consumption. The low position of the water tanks enhances driving stability and tank drainage is simple and quick.

ON A WIDE TRACK.

For work along edges and to increase the working width, the optional crab-walk feature is used to offset drums by up to 6.7 inch on either side



EFFECTIVE FUEL FILTERING.

The two-stage fuel filter with water separator and service indicator ensures reliable fuel flow. The air filter has two filter cartridges as standard and two-stage mechanical separation. This reduces maintenance and enhances reliability.



SAFE WORK AT NIGHT.

Night-work sites are no longer an exception. A total of eight halogen spotlights on the frame and roof bring daylight to the working area. Optional FlatBeam LED-lamps perfectly illuminate the lateral work areas and enhance comfort and safety. Drum illumination is also available on request.



Model types	Working width [in]	Drum diameter [in]	Operating weight approx. [lb]*
BW 141	58.1	40.6	15,211.8
BW 161	66.1	48.6	16,755.1
BW 181	68.1	49.6	18,268.1
BW 161	66.1	48	22,046.2
BW 190	78.7	48	26,455.5
BW 191	76.7	55.1	29,162.4
BW 200	84.1	55.1	33,214.4

*) Operating weights with cab and basic equipment. Actual operating weight is dependent on equipment and accessories.
Technical modifications reserved. Machines may be shown with options.



APPENDIX D

APPENDIX D

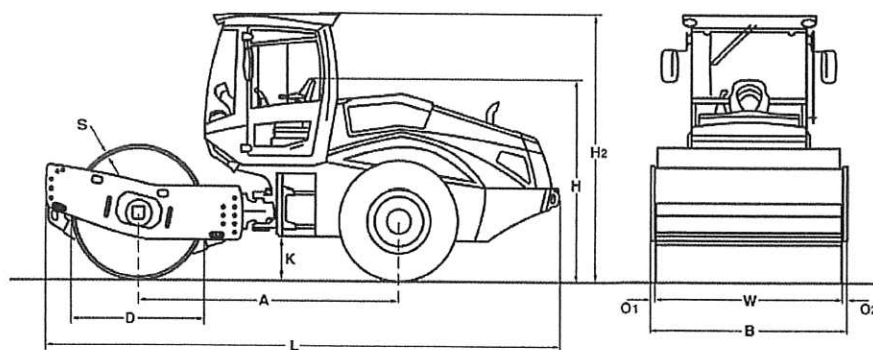


TECHNICAL DATA

SINGLE DRUM ROLLERS

~~BW 211 D-5~~, BW 211 PD-5





Dimensions in in

	A	B	D	H	H2	K	L	O1	O2	S	W
BW 211 D-5	117.1	89.4	59.1	89.0	117.7	19.3	231.1	2.8	2.8	1.0	83.9
BW 211 PD-5	117.1	89.4	58.3	89.0	117.7	19.3	231.1	2.8	2.8	1.0	83.9

Shipping dimensions in cub.yd

BW 211 D-5
BW 211 PD-5

without ROPS

39,405
39,405

with ROPS

52,112
52,112

Machine type	Compaction output (cub.yd/h)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	523.2-1046.4	353.1-706.3	287.7-575.5	143.9-287.7
BW 211 PD-5	523.2-1046.4	353.1-706.3	287.7-575.5	209.3-418.5

Machine type	Compacted layer thickness (in)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	27.6	19.7	15.7	7.9
BW 211 PD-5	27.6	19.7	15.7	9.8

APPENDIX D

Technical Data		BOMAG BW 211 D-5	BOMAG BW 211 PD-5
Weights			
Grossweight	lb	28,418	28,109
Operating weight CECE w. ROPS-cabin	lb	23,369	26,676
Axle load, drum CECE	lb	12,500	15,807
Axle load, wheels CECE	lb	10,869	10,869
Static linear load CECE	lb/in	149.1	
Dimensions			
Working width	in	83.9	83.9
Track radius, inner	in	144.9	144.9
Driving Characteristics			
Speed (1)	mph	0- 3.1	0- 3.1
Speed (2)	mph	0- 3.7	0- 3.7
Speed (3)	mph	0- 5.0	0- 5.0
Speed (4)	mph	0- 6.8	0- 6.8
Max. gradeability without/with vibr.	%	51/48	54/51
Drive			
Engine manufacturer		Deutz	Deutz
Type		TCD 3.6 L4	TCD 3.6 L4
Emission stage		4/4	4/4
Cooling		Liquid	Liquid
Number of cylinders		4	4
Performance ISO 3046	hp	127.4	127.4
Performance SAE J 1995	hp	128.0	128.0
Speed	min-1	2,000	2,000
Fuel		diesel	diesel
Electric equipment	V	12	12
Drive system		hydrost.	hydrost.
Drum driven		standard	standard
Drums and Tyres			
Number of pad feet			150
Area of one pad foot	sq.in		21.2
Height of pad feet	in		3.9
Tyre size		23.1-26 12PR	23.1-26 12PR
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		hydromec.	hydromec.
Steering			
Steering system		oscil.artic.	oscil.artic.
Steering method		hydrost.	hydrost.
Steering / oscillating angle +/-	deg	35/12.0	35/12.0
Exciter system			
Drive system		hydrost.	hydrost.
Frequency	vpm	1,800/2,040	1,800/2,040
Amplitude	in	0.077/0.039	0.067/0.035
Centrifugal force	lb	53,954/35,520	64,071/43,613
Centrifugal force	t	24.5/16.1	29.1/19.8
Capacities			
Fuel	gal	66.0	66.0

Technical modifications reserved. Machines may be shown with options.

APPENDIX E

5E Utility Tractors

45 – 100 Horsepower Utility Tractors



Born to Work



Heat, dust, sweat, cold, rain, mud;

it's all part of the John Deere story. Part of a long, rich history of working the land. It's a teacher. And everything we've learned has made each generation of John Deere equipment better than the last. Made it run stronger, smarter, and longer. It's all part of a legacy. For over 175 years a story has been told by early mornings, long days, and an enduring commitment to building quality tools ... that were born to work.

Introducing the newest generation of rugged, reliable utility tractors – the John Deere 5E Series – with the options, the power, and the versatility to take on the toughest chores on your property or operation. Read on to learn more, then stop by your John Deere dealer for a demonstration.





CONTENTS

Introduction	2-3
5E Series	4-11
Attachments / Frontier / Loaders	12-13
Specifications	14-15

The 5E Series

3-CYLINDER MODEL	ENGINE HP	PTO HP*
5045E	50	37
5055E	59	44
5065E	67	49
5075E	73	57
4-CYLINDER MODEL	ENGINE HP	PTO HP*
5085E	85	70
5100E	100	85

*5045E PTO horsepower at rated speed Open Station with 9F/3R SyncShuttle™ Transmission. 5055E, 5065E, 5075E PTO horsepower at rated speed Cab with 9F/3R SyncShuttle™ Transmission. 5085E and 5100E PTO horsepower at rated speed Cab with 12F/12R PowerReverser™ Transmission.

The 5E Series

Born to work

Meet the 5E Series by John Deere... six models, 45–100 horsepower, open station and cab options, and Final Tier 4 compliant engines, these utility tractors are truly born to take on tough tasks and keep coming back for more.

The 5E series in total now has 3 transmission options, 9F/3R SyncShuttle™ and 12F/12R PowrReverser™* in the 5E 3 cylinder machines, and 12F/12R and 24F/12R PowrReverser transmission in the 5E 4 cylinder machines.

Now you can have the rock-solid performance and versatility you expect in a John Deere – all at a price you might not.

*Not available on 5045E.



Born to work... and work... and work

Built Tough. For Every Job. And Every Season.

For lifting and loader work, rotary cutting, snow removal — even in hostile weather conditions ... conquer it all with the John Deere 5E Series.

If you thought you knew the 5E Series, take another look. You'll find new standard features and options that combine to create a full lineup of mid-spec machines that truly sits in a class of its own.

With 9F/3R SyncShuttle and 12F/12R PowrReverser available on 55-75 horsepower models and a 12F/12R PowrReverser and 24F/12R PowrReverser transmission available on 85 and 100 horsepower models you'll have easy directional control (forward and reverse) and speed-matching for any application.

The comfortable open station configuration comes standard, or opt for the climate-controlled cab on 5055E and higher horsepower models. No matter how you configure the new 5E Series, impressive can-do comes built right in.

Explore the new 5E Series and discover for yourself exactly what it means to be born to work.



5E Series | 45–75 horsepower

Born to work. On your property. Within your budget.

45–75 horsepower 5E Series

Trying to find the perfect fit for your property or operation? It's as easy as climbing into the seat of the 45 to 75 horsepower 5E Series. You want options? You've found them. You can choose 2WD or MFWD. An open station, or a climate-controlled cab (55 - 75 hp models). The 9F/3R SyncShuttle™ Transmission or the 12F/12R PowrReverser™ (55 - 75 hp models). Why so many options? Because a job well done starts with the right tools. And with the 5E Series, it's easier than ever to customize your machine to fit your needs, AND your budget.

Handle rotary cutting chores, tackle loader work like moving gravel or dirt, or choose one of hundreds of compatible implements and attachments like post-hole augers, rear blades, box blades, wood chippers, or land planes, and get to work. Your property will thank you.

Capable without compromise ... That's what the 5E Series is all about.



Choose the climate-controlled cab option (not available on 5045E) and work in comfort all year long. Ergonomic seat and easy-to-reach pedals, levers, and joystick leave you relaxed and in control, even after hours of operating. The new integrated 12V charger keeps your devices running all day long.



Born to work **stronger**



85–100 horsepower 5E Series

Step up to the 85 or 100 horsepower 5E Series and you're getting a tractor with serious muscle and capability. These rugged machines can handle just about anything on your farm or your property; from heavy-duty loader work, to hay-making, to property maintenance chores, rotary tilling, and everything in between. We now offer more versatile speed selection with the 24F/12R PowerReverser™ transmission, which allows you to shift from high to low with the ease of a button. Plus, you'll get the choice of our comfortable open operator station or the cab configuration for year-round productivity.



Get a clearer view of the task at hand with the exhaust stack now located behind the cornerpost (on all cab models.) Plus, the 85–100 horsepower 5E models boast an improved control layout, access to SCV levers, and generous console storage space.

Born to work stronger

Powerful engineering... from the inside out.

At the heart of every 5E Series tractor you'll find a powerful yet efficient John Deere PowerTech™ turbocharged diesel engine. The 3-cylinder and 4-cylinder engines (depending on choice of horsepower) both feature a wet sleeve design for better heat dissipation. And with up to 100 available horsepower, the 5E Series can tackle just about anything on your chore list.

Choose the 45–75 horsepower 5E Series for a simple Final Tier 4 single fluid solution. No extra fuel additives, and no need to “arm” a regeneration system. That means you can run your tractor just like you always have and know it's working more efficiently than ever ... and with compliant emissions reduction. Plus a standard rated operating speed of just 2100 RPM for an engine that produces reduced noise, vibration, and wear and tear over the long run.



Early mornings? Late evenings? No problem ... Extra bright halogen headlights and rear work lights come standard on both open station and cab models.



The one-piece tilting hood allows easy access to service items like the air filter, engine oil checks, and more. Plus, ground-level fluid fills make regular maintenance a snap.

Born to work **under pressure**



Load more. Lift more. Do more.

When it comes to hydraulic power and capacity, it's hard to beat the 5E Series. With a rear hitch lift capacity of nearly 3,200 pounds (1451 kg), lifting and transporting those heavier implements – like rotary tillers and heavy seeders – just became a non-issue. The standard 3-point-hitch allows you to hook up to any Category 1 (with conversion kit) or Category 2 hitch standard-mounted implement. Plus, mid-mount hydraulic remotes allow for easy loader mounting.

Around front, add a John Deere loader for up to 3,548 pounds (1,610 kg) lift capacity,* Quik-Park™ capability and self-leveling options. Partner a John Deere loader with your 5E Series to transform your tractor into a lean, green, loading and lifting machine. And now with the factory installed loader prep package option on MFWD tractors and stackable mid SCVs (4-cylinder only), you'll be saving lots of time and money.



Loaders attach and detach in just a few minutes, with no tools.

With standard high-capacity hydraulics, you can sit back and let your new 5E Series handle the heavy lifting.

*Lift capacity for H240 NSL Loader at full height on 5100E tractor.

Born to work **smarter**

Intelligent efficiency.

The new John Deere 5E Series are our most advanced 5E utility tractors ever. What makes the new 5E Series so advanced? First, you get the option of a 24F/12R PowrReverser™ Transmission on 4-cylinder models (12/12 is standard on 5085E and 5100E). No-stop, in-line, forward/reverse shifting makes short work of loading, blading, or any chore with frequent directional changes — while 12 forward and 12 reverse speeds allow you the freedom to find just the right gear for the job. Or go with the standard 9F/3R SyncShuttle™ Transmission* (3-cylinder only) for proven-reliable performance in any application.

The standard, fully-independent 540 RPM PTO gives you power for PTO-driven implements and has been updated with an electrohydraulic actuator for smoother PTO activation. Plus, PowrReverser-equipped tractors benefit from a 540 Economy PTO mode, allowing you to operate with full PTO speeds at reduced engine rpm — saving fuel, lowering engine noise and reducing vibration. For operator convenience, we've relocated the EPTO lever to just behind the seat, well within reach of the seated operator.

No matter which options you choose, heavy-duty components and moving parts designed for high-hour usage translate to unmatched performance and long-term reliability. And that makes the 5E Series a smart investment any way you slice it.

*9F/3R only on 45–75 HP models



1. 5085E Tractor shown with H240 Loader and 3rd Function Grapple Bucket. 2. 5075E Tractor shown with Canopy and Frontier RC2072 Rotary Cutter. 3. 5100E Tractor shown with H240 Loader and 681 Rotary Tiller. 4. 5075E Tractor shown with Frontier Box Blade BB4172H

Born to work **anywhere**

Making the best even better.

The new 5085E and 5100E machines have a great new set of features that will help you get more done in less time.

The new sloping hood, deluxe standard cornerpost exhaust, and raised operator platform on cab models give you up to 3.6 feet of extra visibility in front of the tractor. Better sight-lines mean higher operator efficiency and comfort when performing many repetitive tasks with a loader.

With the new LCD instrument cluster, you can see ground speed, PTO speed, and engine hours all at the same time. In addition, you can now view important indicators such as PTO target bar, PowrReverser™ position, hi-lo indicator, and warning lights.

The new slide-out condenser (cab models only), radiator screen, tilt-able charge air cooler, and slide-out oil cooler allow you to quickly access the cooling system components to clean debris—with no tools. If it's easy to clean, it will get cleaned, so you'll never have to worry about an over-heated engine in tough conditions.

Finally, attaching rear implements to the 3-point hitch is now easier than ever. With the new standard sway bars and telescoping draft links, no tools are required to attach or detach implements. That's going to be appreciated when hooking up heavy implements that can match the rear hitch lift capacity of over 3,200 pounds (1451 kg).



1. New sloping hood on 5E 4 cylinder. 2. New LCD instrument cluster. 3. New standard sway bars and telescoping draft links. 4. New slide out condenser, radiator screen, tilt-able charge air cooler, and slide out condenser on 4 cylinder cab models.

Frontier makes the perfect match

From posthole diggers to food plot seeders to rotary cutters to land levelers, John Deere and Frontier Equipment offer a wide variety of front and rear attachments designed specifically for tractors like the 5E Series. Your John Deere dealer is the exclusive source for the full line of Frontier implements and attachments.

See your John Deere dealer, or visit us online to find out more about our complete line of attachments, including:

<i>Grooming mowers</i>	<i>Posthole diggers</i>	<i>Tedders</i>
<i>Box blades</i>	<i>Manure spreaders</i>	<i>Wood chippers</i>
<i>Rotary tillers</i>	<i>Wheel rakes</i>	<i>Snowblowers</i>
<i>Overseeders</i>	<i>Disc mowers</i>	<i>Bale huggers</i>
<i>Disk harrows</i>	<i>Rear blades</i>	<i>Arena rakes</i>
<i>Rotary rakes</i>	<i>Core aerators</i>	<i>Bale spears</i>
<i>Sickle bar mowers</i>	<i>Pendular spreaders</i>	<i>Food plot seeders</i>
<i>Pulverizers</i>	<i>Offset disks</i>	<i>Land planes</i>

Visit us online at www.BuyFrontier.com or www.BuyFrontier.ca to get specs and availability information.



Frontier Equipment reserves the right to change specifications, design, and price of products described in this literature without notice.

NEW John Deere loaders: Built Tough.

If you're looking for greater lift heights, higher capacity, user-friendly parking and attaching, look to the all-new John Deere H Series Loaders. Built to handle the demands of livestock and dairy producers, commercial and construction operators, or anyone with big-time material-handling chores, the H Series offers more cast-steel components for improved durability and capacity, a lower torque tube for better visibility, and concealed oil lines for a cleaner appearance and less risk of damage.

For owners and operators with less-demanding loader tasks, the 512 Loader offers field-proven performance across a wide range of material-handling applications. Your John Deere dealer can help you choose the right loader for your operation.



Loader (Non-Self-Leveling, Mechanical Self-Leveling)	512 NSL	H240MSL	H240NSL	H260 NSL
Lift capacity at full height, at pivot	2453 lb. (1115 kg)	2580 lb. (1170 kg)	3523 lb. (1598 kg)	3754 lb. (1703 kg)
Lift capacity at full height, 800 mm ahead of pivot	1538 lb. (697 kg)	2908 lb. (1319 kg)	2291 lb. (1040 kg)	2666 lb. (1212 kg)
Lift capacity @ 59 in. (1.5 m) lift height, at pivot	3295 lb. (1494 kg)	3607 lb. (1636 kg)	4030 lb. (1828 kg)	4960 lb. (2250 kg)
Lift capacity @ 59 in. (1.5 m) lift height, at 800 mm ahead of pivot	2350 lb. (1066 kg)	3481 lb. (1579 kg)	2974 lb. (1349 kg)	3783 lb. (1716 kg)
Boom breakout force, at pivot	4781 lb. (2169 kg)	4781 lb. (2169 kg)	4641 lb. (2105 kg)	6360 lb. (2885 kg)
Boom breakout force, 800 mm ahead of pivot	3172 lb. (1439 kg)	4052 lb. (1838 kg)	3168 lb. (1437 kg)	4639 lb. (2104 kg)
Maximum lift height	113 in. (2887 mm)	132 in. (3351 mm)	132 in. (3351 mm)	137 in. (3482 mm)
Clearance with bucket dumped	84 in. (2142.8 mm)	99.3 in. (2523 mm)	99.2 in. (2520 mm)	96 in. (2444 mm)
Reach at maximum height	24.5 in. (624 mm)	40.9 in. (1039 mm)	40.9 in. (1039 mm)	44 in. (1110 mm)
Reach at ground level	71.8 in. (1824 mm)	88.5 in. (2248 mm)	88.5 in. (2248 mm)	103 in. (2627 mm)
Digging depth	4 in. (108 mm)	-2.7 in. (-69 mm)	-3.9 in. (-73 mm)	-6 in. (-143 mm)
Dump angle @ full height	52.7 degrees	-55 degrees	-55 degrees	-73 degrees
Rollback angle @ ground	29 degrees	42 degrees	44 degrees	45 degrees

512 specifications as installed on 5E; capacities measured with 73 in. Materials bucket (351 lb.); H240 specifications as installed on 5E 3-cylinder; capacities measured with 73 in. GP bucket (392 lb.); H260 specifications as installed on 5101E; capacities measured with 73 in. Materials bucket (502 lb.)



Add More

Add more comfort, convenience, security, productivity...



Auxiliary work light kit

Increase productivity with our auxiliary work light kit. The round halogen lights mount to the roof of your cab, providing a great source of extra lighting for the front or rear (or both) of your tractor. Includes all hardware and components.



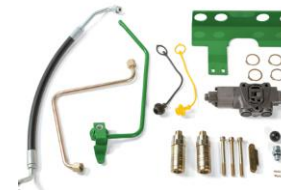
Air-ride suspension seat

Ride more comfortably over the longest roads and roughest terrain with an air seat suspension kit (4-cylinder models only). The vertical and horizontal seat suspension lets you work longer hours with minimal operator fatigue. Armrest included. See your John Deere dealer for more details.



Power beyond adaptor kit

Provide live hydraulic power to implements that have an open-center control valve. This kit is required for installing a backhoe on your tractor. See your John Deere dealer for more details.



Dual rear SCV kit with lever controls

Attach a wider range of implements than ever before with our dual rear selective control valve (SCV) kit. Easy lever controls are included for your convenience.

5 Series Utility Tractors | Specifications

Tractor Series	5045E	5055E	5065E	5075E	5085E	5100E
Engine HP (kW) @ Rated Speed*	50 (37.4) @ 2100	59 (44.4) @ 2100	67 (50.4) @ 2100	73 (55.0) @ 2100	85 (62.5) @ 2400	100 (74.6) @ 2400
PTO HP (kW) @ Rtd RPM**	37 (27.6) @ 2100	41 (30.6) @ 2100	49 (36.6) @ 2100	57 (43) @ 2100	70 (52.2) @ 2400	85 (63.4) @ 2400
Engine						
Make	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 4045	John Deere PowerTech 4045
Aspiration	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged
Cylinders	3	3	3	3	4	4
Displacement, cu. in. (liters)	179 (2.9)	179 (2.9)	179 (2.9)	179 (2.9)	276 (4.5)	276 (4.5)
Cylinder Liners	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved
Transmission						
Standard	9F/3R SyncShuttle	9F/3R SyncShuttle	9F/3R SyncShuttle	9F/3R SyncShuttle	12F/12R PowrReverser	12F/12R PowrReverser
Optional	---	12F/12R PowrReverser	12F/12R PowrReverser	12F/12R PowrReverser	24F/12R PowrReverser	24F/12R PowrReverser
Reverser	No	No	No	No	Yes	Yes
On-the-Go Shifting (Yes/No/Partial)	Partial	Partial	Partial	Partial	Partial	Partial
Traction Clutch - Standard/Option	Dry	Dry/Wet (12F/12R PowrReverser)	Dry/Wet (12F/12R PowrReverser)	Dry/Wet (12F/12R PowrReverser)	Wet	Wet
Fuel System						
Fuel Tank OOS - Gal. (L)	18.0 (68.0)	18.0 (68.0)	18.0 (68.0)	18.0 (68.0)	30 (114)	30 (114)
Fuel Tank Cab - Gal. (L)	---	21.6 (82)	21.6 (82)	21.6 (82)	30 (114)	30 (114)
Power Take-Off (PTO)						
Standard	Independent 540	Independent 540	Independent 540	Independent 540	Independent 540/540E	Independent 540/540E
Optional (PR)	---	Independent 540/540E	Independent 540/540E	Independent 540/540E	---	---
PTO Actuation - Standard/Optn	Mechanical	Mechanical/Electrohydraulic	Mechanical/Electrohydraulic	Mechanical/Electrohydraulic	Electrohydraulic	Electrohydraulic
Economy PTO	No	Yes	Yes	Yes	Yes	Yes
Hydraulics						
Type	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center
Steering gpm (L/min)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.6 (24.9)	6.6 (24.9)
Implement gpm(L/min)	11.4 (43.1)	11.4 (43.1)	11.4 (43.1)	11.4 (43.1)	15.9 (60.1)	15.9 (60.1)
Total	18.2 (68.8)	18.2 (68.8)	18.2 (68.8)	18.2 (68.8)	22.5 (85.1)	22.5 (85.1)
Rear SCVs						
Base	1	1	1	1	2	2
Optional	2	2	2	2	0, 3	0, 3
Mid SCVs						
Base	0	0	0	0	0	0
Optional	2	2	2	2	2, 3	2, 3
3-Point Hitch						
OECD Hitch Lift Cap @ 24 in. behind hitch balls lb. (kg)	3,192 (1,448)	3,192 (1,448)	3,192 (1,448)	3,192 (1,448)	3,213 (1,457)	3,213 (1,457)
Hitch Category	Category 2 (convertible to 1)	Category 2 (convertible to 1)	Category 2 (convertible to 1)	Category 2 (convertible to 1)	Category 2	Category 2
Draft Sensing Type	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link
Operator Station						
Type - Standard/Option	Open Station	Open Station/Cab	Open Station/Cab	Open Station/Cab	Open Station/Cab	Open Station/Cab

*97/68 EC gross engine horsepower.

**5045E PTO horsepower at rated speed Open Station with 9F/3R SyncShuttle™ Transmission. 5055E, 5065E, 5075E PTO horsepower at rated speed Cab with 9F/3R SyncShuttle™ Transmission. 5085E and 5100E PTO horsepower at rated speed Cab with 12F/12R PowrReverser™ Transmission.

Tractor Series	5045E	5055E	5065E	5075E	5085E	5100E
2WD Dimensions						
Wheelbase, in. (mm)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	---	---
Overall length (minimum)	137.8 in.	137.8 in.	137.8 in.	137.8 in.	---	---
Overall width, rear axle b/w flanges	57.3 in.	57.3 in.	57.3 in.	57.3 in.	---	---
MFWD Dimensions						
Wheelbase, in. (mm)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	92.5 (2350)	92.5 (2350)
Overall length (minimum)*	137.8 in.	137.8 in.	137.8 in.	137.8 in.	159.13 in.	159.13 in.
Overall width, rear axle b/w flanges	57.3 in.	57.3 in.	57.3 in.	57.3 in.	57.2 in.	57.2 in.
Height from ground						
To top of hood	63.5 in.	64.8 in.	66.2 in.	66.9 in.	70.6 in.	70.6 in.
To top of ROPS	94.4 in.	96.4 in.	98.4 in.	98.4 in.	101.1 in.	101.1 in.
To top of folded ROPS	75.8 in.	77.1 in.	78.5 in.	78.5 in.	79.6 in.	79.6 in.
To top of Cab	---	94.3 in.	95.6 in.	97 in.	102.4 in.	102.4 in.
Front Axle Clearance 2WD in. (mm),	18.8 (480)	18.8 (480)	18.8 (480)	18.8 (480)	---	---
Front Axle Clearance MFWD OOS in. (mm),	13.4 (340)	13.4 (340)	13.4 (340)	13.4 (340)	17.0 (432)	17.0 (432)
Front Axle Clearance MFWD Cab in. (mm)	---	13.4 (340)	13.4 (340)	13.4 (340)	15.2 (386)	15.2 (386)
Standard Tires – 2WD						
Front	7.5 - 16; F2	7.5 - 16; F2	7.5 - 16; F2	7.5 - 16; F2	---	---
Rear	13.6 - 28; R1	14.9 - 28; R1	16.9 - 28; R1	16.9 - 28; R1	---	---
Standard Tires – MFWD						
Front	9.5 - 24; R1	9.5 - 24; R1	9.5 - 24; R1	9.5 - 24; R1	12.4-24; R1	12.4 - 24; R1
Rear	13.6 - 28; R1	14.9 - 28; R1	16.9 - 28; R1	16.9 - 28; R1	18.4-30; R1	18.4 - 30; R1
Weight						
Approx Weight, lb (kg), 2WD	4,414 (2,002)	4,524 (2,052)	4,634 (2,102)	4,634 (2,102)	---	---
Approx Weight, lb (kg), MFWD OOS	5,401 (2,450)	5,511 (2,500)	5,621 (2,550)	5,732 (2,600)	7,275 (3,300)	7,275 (3,300)
Approx Weight, lb (kg) MFWD Cab	---	7,054 (3,200)	7,165 (3,250)	7,275 (3,300)	8,150 (3,700)	8,150 (3,700)
Turn Radius**						
With brakes	10.2 ft.	10.2 ft.	10.2 ft.	10.2 ft.	11.6 ft.	11.6 ft.
Without brakes	11.5 ft.	11.5 ft.	11.5 ft.	11.5 ft.	14.3 ft.	14.3 ft.

*Front weight support extends past the front wheels. **With 4-wheel drive disengaged, where applicable.



Get peace of mind with PowerGard™

Protect your investment and increase your confidence in purchasing a high-quality John Deere tractor through John Deere PowerGard™ Programs.

The PowerGard™ Maintenance Program is an effective, preventative maintenance program designed to make sure your tractor operates at peak performance, offers exceptional reliability and maintains top residual value.

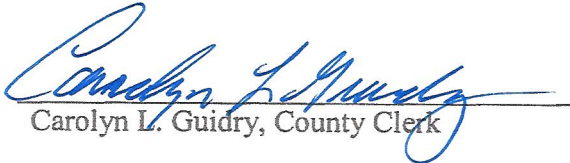
*PowerGard Protection Plan extended warranty covers failures due to defective materials or original workmanship of covered components for up to 3 years or 3,000 hours (whichever comes first). Customers have a choice between either the Limited (engine & powertrain) coverage form or the Comprehensive (full-machine) coverage form. See your dealer, www.deere.com or www.johndeere.ca/PowerGard for details.

**CONTRACT RENEWAL FOR IFB 16-007/YS
RE-BID TERM CONTRACT FOR TERMITE TREATMENT FOR
JEFFERSON COUNTY**

The County entered into a contract with Hill Country Pest Control for one (1) year, from June 6, 2016 to June 5, 2017, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from June 4, 2018 to June 3, 2019.

ATTEST:

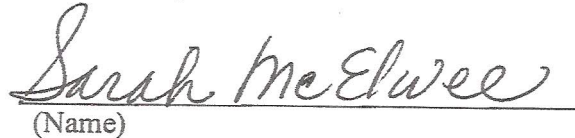

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Hill Country Pest Control


(Name)

THE STATE OF TEXAS

§
§
§
§

THE COUNTY OF JEFFERSON

PROFESSIONAL SERVICES AGREEMENT (“Agreement”)

Between

JEFFERSON COUNTY, TEXAS (“County”)

and

GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES, INC. (“GMJ”)

1. PARTIES

Jefferson County, Texas (“County”) is a political subdivision of the State of Texas that acts by and through the County Commissioners Court (“Commissioners Court”).

Griffith, Moseley, Johnson & Associates, Inc. (“GMJ”) is a Texas for-profit corporation with its principal place of business located at 2901 Turtle Creek Drive, Suite 445, Port Arthur, Texas 77642.

2. PURPOSE:

This Professional Services Agreement (“Agreement”) is being executed so that GMJ can provide County with the professional services described in the “Scope of Services” section in this Agreement.

3. STATUTORY AUTHORITY:

The statutory authority for this Agreement is Chapter 262, Texas Local Government Code, the County Purchasing Act, as well as 2 CFR Sections 200.318-326 regarding procurement of services under a Federal award.

4. TERM:

The term of this Agreement shall commence on the date of execution of this Agreement (hereafter “Effective Date”), following which the Parties will mutually agree to a Project Start Date (hereafter “Project Start Date”), the date on which GMJ will commence work and will continue until such time as the performance period allowed by the granting entity expires or the project is completed and successfully closed out.

5. GJMA’S SCOPE OF PROFESSIONAL SERVICES:

GMJ will provide hazard mitigation assistance services to the County as the need for these services arises in response to Hurricane Harvey, including hazard mitigation assistance, grant application, development, administration and project management. The precise scope of services will be determined by the award of

grant funding for specific projects and the grant and project management requirements as dictated by program guidelines. The County's RFQ and GMJ's proposal are incorporated by reference for all purposes.

6. TERMS AND CONDITIONS OF PAYMENT FOR PROFESSIONAL SERVICES:

- 6.1.** County agrees to compensate GMJ for the professional services described in the "Scope of Services" as per the scale provided in GMJ's proposal (Attachment "A") subject to grant guidelines and limitations promulgated by the Federal Emergency Management Agency and/or the Texas Division of Emergency Management.
- 6.2.** County will review GMJ's invoices and will issue payments to GMJ within thirty calendar days after the day that the Jefferson County Auditor receives any given GMJ invoice, provided that the Jefferson County Auditor determines that GMJ should be paid pursuant to this Agreement, the laws of the State of Texas, and the laws of the United States. If the Jefferson County Auditor disputes any portion of any given GMJ invoice, County will notify GMJ within seven business days of the basis for the dispute. County will issue payments for any undisputed portions of any GMJ invoices within thirty calendar days after the Jefferson County Auditor receives the disputed GMJ invoice(s).

7. REPORTING AND ACCOUNTABILITY:

- 7.1. Reporting.** GMJ agrees to submit all required documentation and reports in accordance with the time frames required by the granting entity's guidelines. Additionally, GMJ agrees to keep the County Judge, Emergency Management Coordinator, County Auditor, Purchasing Agent and other officials as designated by any of the above, apprised as to all matters relating to all projects.
- 7.2. Access to Records.** GMJ agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of GMJ that are pertinent to this Agreement. This right also includes timely and reasonable access to GMJ's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to this Agreement.
- 7.3. Ownership.** GMJ expressly agrees that all information, data, and supporting documentation related in any way to the professional services that GMJ provides to County pursuant to this Agreement are solely County property.
- 7.4. Maintenance of Records.** GMJ must keep and maintain GMJ's records, books, and other documents reasonably related to this Agreement in forms that the Jefferson County Auditor determines are compliant with generally accepted accounting practices.
- 7.5. Audit.** The Jefferson County Auditor, its assigns, or any other governmental entity approved by County has the unrestricted right to audit the originals of any and all data, records, books, or documents related in any way to this Agreement. Upon written request by County to GMJ, GMJ will make the

originals of such data, records, books, and documents available for auditing in Jefferson County, Texas within a reasonable time, but in no event later than seven calendar days after County notifies GMJ of a request to perform an audit. GMJ must provide any and all electronic data in current Microsoft Word format or current Microsoft Excel format. GMJ will have no responsibility to bear expense for converting electronic data to other formats. Conversion of searchable text to any unsearchable format for any audit will constitute a material breach of this Agreement.

- 7.6. Retention of Records.** All records, books, and documents reasonably related to this Agreement must be maintained and kept by GMJ for a minimum of four years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before this four year period, then GMJ must keep the records, books, and documents for not less than four years **after** all litigation, claims, or audit findings are resolved. **GMJ is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement before the aforesaid time period for maintaining all of the records, books, or other documents has past.**

8. CONFIDENTIALITY:

- 8.1.** GMJ will not disclose privileged or confidential communications or information acquired in the course of the performance of the professional services under this Agreement, unless required by law. GMJ agrees to adhere to all confidentiality requirements, as applicable, for all of the professional services performed by GMJ for County under this Agreement.
- 8.2. Texas Public Information Act.** GMJ acknowledges and agrees that GMJ's performance of professional services for County under this Agreement is subject to and subservient to the Texas Public Information Act in Chapter 552 of the Texas Government Code. Notwithstanding any other provision, including exemptions or exceptions to the Texas Public Information Act, GMJ agrees that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Texas Public Information Act, such provision will be of no force or effect. Furthermore, GMJ expressly acknowledges and agrees that County, the Commissioners Court, the County Judge, County Officials, County Department Heads, and County Employees ("County Requestors") may request advice, decisions and opinions of the Texas Attorney General about the application of the Texas Public Information Act to any information in County's or GMJ's possession. GMJ acknowledges and agrees that County Requestors have the right to rely on the advice, decisions, and opinions of the Texas Attorney General about the application of the Texas Public Information Act. GMJ hereby releases all County Requestors from any and all liability for any disclosure of any information about GMJ that is determined by County or

the Texas Attorney General to be public information under the Texas Public Information Act.

- 8.3.** Notwithstanding the foregoing, County and GMJ agree, to the extent permitted by the Texas Public Information Act or any other lawful privilege, to keep confidential, and store in a secure area with limited access, any information related to this Agreement.

9. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents GMJ uses in the performance of the professional services provided under this Agreement that GMJ considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or as otherwise required by law.

10. INDEMNIFICATION OF COUNTY BY GMJ:

- 10.1.** To the fullest extent authorized by law, GMJ, including its assigns, subcontractors, officers, directors, employees (collectively, "GMJ") will forever waive, release, indemnify and hold harmless County, its Commissioners Court, elected and appointed officials and employees (collectively, "County") from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses of any kind or nature arising out of GMJ's performance of its obligations pursuant to this Agreement.

- 10.2.** Approval and acceptance of GMJ's services by County will not constitute nor be deemed a release of the responsibility and liability of GMJ for the accuracy and competency of their services; nor will such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by GMJ in this regard. GMJ will defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

- 10.3. NO INDEMNIFICATION BY COUNTY OF GMJ.** GMJ acknowledges and agrees that Jefferson County does not have the authority under Article XI, Section 7 of the Texas Constitution to indemnify GMJ or any other third party for damages arising under this Agreement.

- 10.4. SURVIVAL.** These indemnification provisions will survive completion, suspension, termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

11. INSURANCE:

11.1. Within ten calendar days of the Effective Date of this Agreement, GMJ must furnish to the Jefferson County Purchasing Agent proof that GMJ has the following minimum insurance coverage in force. GMJ's insurance coverage must be provided by insurance companies that, in County's sole discretion, are acceptable to County. All of GMJ's insurance must be provided by insurance companies that are authorized by the Texas Department of Insurance to do business in the State of Texas. GMJ must maintain all of the insurance coverage required by this Agreement during the whole term of this Agreement.

11.2. Texas Workers' Compensation Insurance.

GMJ must maintain Texas Workers' Compensation Insurance required by Subtitle A of Title 5 of the Texas Labor Code for all of GMJ's employees that provide professional services under this Agreement. If GMJ is self-insured, GMJ must provide the Jefferson County Purchasing Agent with evidence of a certificate issued by the Texas Workers' Compensation Committee (hereafter "TWCC") approving GMJ's self-insurance. GMJ expressly represents to County that GMJ's Texas Worker's Compensation Insurance coverage or approved self-insurance will be based on GMJ's proper reporting of classification codes and payroll amounts to the TWCC, and that all of GMJ's insurance coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the TWCC.

11.3. Commercial General Liability Insurance, including Contractual Liability Insurance.

GMJ must maintain commercial general liability insurance coverage, including contractual liability insurance coverage, in a minimum amount of \$1,000,000.00 for bodily injury and property damage per occurrence with a general aggregate coverage \$2,000,000.00.

GMJ's general liability insurance, including contractual liability insurance, must have a Waiver of Subrogation Endorsement that effectively waives any right that GMJ's insurance carrier(s) might have to recover any money from County through subrogation or any other legal remedy.

11.4. Professional Liability: Errors or Omissions Insurance.

GMJ will indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to County. GMJ expressly asserts to County that GMJ's professional liability errors or omissions insurance will insure County against any defects, errors, or omissions, and will secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of \$1,000,000.00.

11.5. GMJ agrees that, with respect to all of the above referenced insurance coverage requirements, all insurance contracts or policies must contain the

following required provisions:

- 11.5.1. Name County as additional insured as to all applicable coverage.
- 11.5.2. This insurance will not be canceled, limited in scope or coverage or non-renewed until after thirty calendar days' prior written notice to County, or ten calendar days' notice to County for non-payment of premium, has been given by the insurance company to County.
- 11.5.3. Provide for an endorsement that any "other insurance" clause will not apply to County where County is an additional insured on the policy.
- 11.5.4. Provide for notice to County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to the **Jefferson County Purchasing Agent, 1149 Pearl Street, Beaumont, Texas 77701**.
- 11.5.5. GMJ agrees to waive subrogation, and each applicable policy of insurance will state a waiver of subrogation, against County, including its elected officials, officers, employees, volunteers, agents and representatives, for injuries, including death, property damage, or any other loss.
- 11.5.6. GMJ will be solely responsible for all cost of any insurance as required here, any and all deductible amount or self-insured amount, which in no event will exceed ten percent of the amount insured and in the event that an insurance company should deny coverage.
- 11.5.7. All insurance policies or duly executed certificates for the same required to be carried by GMJ under this Agreement, together with satisfactory evidence of the payment of the premium thereof, must be delivered to the **Jefferson County Purchasing Agent, 1149 Pearl, Beaumont, Texas 77701** within ten calendar days of the Effective Date of this Agreement and upon material changes of such insurance policies, but not less than fifteen calendar days prior to the expiration of the term of such insurance coverage, or such non-delivery will constitute a material breach of this Agreement subject to immediate termination at County's sole discretion.
- 11.5.8. All insurance coverage required to be carried by GMJ or subcontractors under this Agreement must be acceptable to County in form and content, in County's sole discretion. All insurance policies must be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County will not relieve or decrease the liability of GMJ.

12. NONPERFORMANCE:

Except for suspension of work by GMJ due to County's failure to authorize payment for services, GMJ's non-performance of the specifications of this Agreement or non-

compliance with the terms of this Agreement will be a basis for termination of the Agreement by County. At County's sole discretion and with written notice by County, GMJ will be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement.

13. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County will issue a written order to stop work. The written order will set out the terms of the suspension. GMJ must stop all work and will cease to incur costs to County during the term of the suspension. GMJ must resume work when notified to do so by County in a written authorization to proceed. If a change in the Terms and Conditions of Payment for Professional Services section of this Agreement is necessary because of a suspension, a mutually agreed contract amendment must be executed in accordance with this Agreement.

14. TERMINATION:

Either party may, at its option, terminate this Agreement, in whole or part, by giving ten (10) calendar days prior written notice thereof to the other party with the understanding that all professional services being performed under this Agreement will cease upon the date specified in such notice. County will compensate GMJ in accordance with the terms of this Agreement for the professional services performed prior to the date specified in such notice. Upon receipt of such notice, GMJ will not incur any new obligations or perform any additional professional services and will cancel any outstanding obligations or professional services to be provided. Upon termination of this Agreement as herein above provided, all County data, documents and information in GMJ's possession must be returned to County within fifteen calendar days of the date of termination.

14.1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County or GMJ upon ten (10) calendar days prior written notice to the non-terminating party.

14.2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

14.2.1. Lack of, or reduction in, funding or resources;

14.2.2. Non-performance by GMJ or GMJ's failure or inability to perform or substantially perform, for whatever reason, the professional services required under this Agreement;

14.2.3. GMJ's failure to comply with the terms and provisions of this Agreement or GMJ's material breach of this Agreement;

14.2.4. GMJ's failure to comply with applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

14.2.5. GMJ's failure at any time to have an active corporate existence in good standing with the Texas Secretary of State;

14.2.6. GMJ's failure at any time to be in good standing with the Texas Comptroller of Public Accounts or to be authorized to do business in the State of Texas by the Texas Comptroller of Public Accounts;

14.2.7. If GMJ becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or

15. NOTICE:

Any notice to be given under this Agreement will be deemed to have been given if reduced to writing and delivered in person, or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request will be deemed to have been given three business days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Jeff Branick
County Judge
Jefferson County, Texas
1149 Pearl, 4th Floor
Beaumont, Texas 77701

TO GMJ:

Carl R. Griffith, Jr.
President
Griffith, Moseley, Johnson & Associates, Inc.
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642

16. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. COMPLIANCE WITH LAWS:

In providing professional services required by this Agreement, GMJ must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. GMJ will be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, will be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be

invalid, void, voidable or unenforceable, the remaining provisions will nevertheless continue in full force and effect. This Agreement is performable and enforceable in Jefferson County, Texas where the principal office of County is located and the state courts of Jefferson County will be the sole and exclusive venue and jurisdiction for any litigation, special proceeding, or other proceeding between County and GMJ that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law.

20. THIRD PARTIES:

The obligations of each party to this Agreement will inure solely to the benefit of County and GMJ, and no other person or entity will be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. NO ASSIGNMENT PERMITTED:

GMJ does not have the right to assign its rights and duties under this Agreement to any individual or entity.

22. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and contract between County and GMJ. This Agreement supersedes any other agreement or contract, whether oral or written, between County and GMJ. Notwithstanding any other provision of this Agreement or any other contract or agreement between County and GMJ, this Agreement can only be modified by a subsequent written agreement or contract executed by and between County and GMJ.

23. PREVENTION OF FRAUD AND ABUSE:

GMJ must establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving GMJ's employees or agents must be reported immediately to County by GMJ. Moreover, GMJ warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. GMJ and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

24. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender. Any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

25. INDEPENDENT CONTRACTOR:

GMJ, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of professional services covered under this Agreement, and will be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with this Agreement's requirements. There will be no contractual relationship between any subcontractor, agent, employee or supplier of GMJ and County by virtue of this Agreement. This provision of this Agreement will not be for the benefit of any other party other than County and GMJ.

26. ASSURANCES:

- 26.1.** In providing the professional services described in the two "Scope of Services" sections of this Agreement, GMJ agrees to observe and comply with all licenses, legal certifications, or inspections required for the professional services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. GMJ's failure to comply with this assurance will constitute a material breach of this Agreement.
- 26.2.** GMJ is expressly prohibited from transferring or assigning its interest in this Agreement.
- 26.3.** GMJ, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the professional services hereunder are duly licensed or qualified to perform the required professional services. GMJ further agrees and ensures that all program or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- 26.4.** GMJ assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. GMJ agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20

U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

- 26.5.** GMJ agrees to adhere to confidentiality requirements, as applicable, for the professional services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the professional services being providing hereunder.
- 26.6.** GMJ assures that it will not use any information, documents, or data provided to GMJ by County for any proprietary purposes and will not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- 26.7.** GMJ agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 26.8.** GMJ must comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, GMJ must furnish County satisfactory proof of compliance therewith.
- 26.9.** GMJ certifies that it is not aware of any conflicts of interest involving any Jefferson County official or employee related to this Agreement or the professional services provided under this Agreement.
- 26.10.** GMJ certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Jefferson County.
- 26.11.** GMJ will develop and implement an agency-wide drug free work place policy. GMJ will also require that all contracts between itself and subcontractors also comply with said requirements.
- 26.12.** GMJ understands that reimbursement for costs under this Agreement must

be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.

- 26.13.** Under Section 231.006, Texas Family Code, GMJ certifies to County that GMJ is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. GMJ hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 26.14.** GMJ certifies to County that GMJ is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- 26.15.** GMJ certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- 26.16.** Failure by GMJ to comply with any of these assurances or any other requirements specified within this Agreement will constitute a material breach of this Agreement and may result, at the sole discretion of County, in the rejection of GMJ invoices or the offset of funds billed in GMJ invoices or previously paid to GMJ.

27. SIGNATORY WARRANTY:

The person signing and executing this Agreement on behalf of GMJ, hereby warrants and guarantees that he is duly authorized by GMJ to execute this Agreement on behalf of GMJ and to validly and legally bind GMJ to all the terms of this Agreement. **ACCEPTANCES:**

By their signatures below, the duly authorized representatives of Jefferson County, Texas and Griffith, Moseley, Johnson & Associates, Inc. accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2018.

JEFFERSON COUNTY, TEXAS:

GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES, INC.:

BY: Jeff Branick
 County Judge
 Jefferson County, Texas

BY: John Johnson
 Vice-President & General Counsel
 Griffith, Moseley, Johnson &
 Associates, Inc.

APPROVED AS TO FORM:

BOB WORTHAM
JEFFERSON COUNTY CRIMINAL DISTRICT ATTORNEY

By: _____
Assistant Criminal District Attorney

ATTACHMENT A

Proposed Cost of Services

Given the uncertainty as to the size and number of projects to be submitted and/or approved, GMJ proposes the billable rates in the schedule that follows:

Billable Rates	
Senior Advisor for Disaster Recovery	\$250
Project Manager	\$200
Mitigation Specialist	\$150
Acquisition Specialist	\$150
Damage Assessment Specialist	\$150
Financial Manager	\$200
Financial Analyst	\$150
Bookkeeper	\$100

Depending on the type and size of projects, the County may not utilize all categories of personnel. Conversely, personnel may need to be added as required by specific projects.

Both HMGP and CDBG have or will set caps on administration/project management costs, and GMJ is prepared to perform this scope of work within those parameters.

PROCUREMENT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the GLO DISASTER/CDBG Program. These guidelines meet the standards established in 2 CFR 200.318 through 200.326 and state requirements.

CODE OF CONDUCT

No employee, officer, or agent of the County of Jefferson shall participate in the selection or in the award or administration of a contract supported by GLO DISASTER/CDBG funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the County of Jefferson shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the County of Jefferson Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

PROCUREMENT PROCEDURES

The director or supervisor of each department or agency of the County of Jefferson responsible for procurement of services, supplies, equipment, or construction obtained with GLO DISASTER/CDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The County of Jefferson shall take affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The County of Jefferson shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.

The County of Jefferson shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

SELECTION PROCEDURES

ALL procurement carried out with GLO DISASTER/CDBG funds, where County of Jefferson is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The County of Jefferson shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the County of Jefferson encourage or participate in noncompetitive practices among firms. The County of Jefferson is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The County of Jefferson will not require unnecessary experience or bonding requirements.

Pursuant to state law, all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerers shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerers must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

METHODS OF PROCUREMENT

Direct procurement by the County of Jefferson shall be made by using one of the following methods depending on the type of service to be procured.

Micro-Purchase - Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold. To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

Small Purchase Procedures. Relatively simple, informal procurement procedures will be used where the purchase of materials, supplies, equipment, and/or other property will not cost in the aggregate more than \$30,000, and for construction with a cost of not more than \$150,000, except where further limited by state law or GLO DISASTER/CDBG policy. The small

purchase procedure can also be utilized to procure administrative consulting and other professional services costing not more than \$150,000. The only exception to professional services is for architectural/engineering services that must be procured through competitive negotiation. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file.

Competitive Sealed Bids/Formal Advertising. Under this procedure bids are publicly advertised in accordance with the state's Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used the following conditions shall be met.

- i. The advertisement for bids shall be publicly advertised in accordance with state law.
- ii. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
- iii. All bids shall be opened publicly at the time and place specified in the advertisement for bids.
- iv. A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
- v. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the GLO DISASTER/CDBG Program.

Competitive Negotiation: Requests for Proposals/Qualification Statements. This method may be used when formal advertising is not appropriate. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- i. Requests for proposals or qualification statements must be advertised in a newspaper in the nearest metropolitan area in accordance with the rules of the state's GLO DISASTER/CDBG Program. All submittals will be honored and entered into the competition.
- ii. The package for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements.

- iii. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made.
- iv. Contract award will be made to the responsible offerer whose submission is deemed most appropriate to the County of Jefferson with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerers shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.
- v. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

Noncompetitive Negotiation/Sole Source. Noncompetitive negotiation shall be used when small purchase, formal advertising, or competitive negotiation procedures are not feasible. Noncompetitive negotiation will involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation shall only be used when written authorization has been obtained from the state's Office of Community Development. In order to qualify for this type of procurement, one of the following circumstances must apply:

- i. The item or service is available only from a single source;
- ii. It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
- iii. After solicitation of a number of sources, competition is determined to be inadequate.

CONTRACT PRICING

Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used. The County of Jefferson shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications. Costs or prices based on estimated costs for GLO DISASTER/CDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals. Cost reimbursement, fixed price, per diem contracts, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined. A cost reimbursement contract MUST clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract MUST establish a guaranteed price that may not increase unless there is a contract amendment that increases the scope of the work.

A per diem contract expected to exceed \$10,000 will not be considered unless the County of Jefferson has determined that a cost reimbursable or fixed price contract is not appropriate. Cost and profit included in the per diem rate MUST be specifically negotiated and shown separately in the proposal. The contract must clearly establish a ceiling price that may not be exceeded without formally amending the contract.

The County of Jefferson may use a multiplier type of compensation under either the cost reimbursement or fixed price contract. The multiplier and the portions of the multiplier applicable to overhead and profit must be specifically negotiated and separately identified in the contract.

PROCUREMENT RECORDS

The County of Jefferson shall maintain records sufficient to detail the history of the procurement. The records shall include the following contract provisions and conditions, as applicable for construction contracts:

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each

contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)---A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)----Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

(K) Pursuant to LRS 38:2227, public entities are required to obtain an attestation regarding past criminal convictions, if any, from each bidding entity responding to advertisements and letting for bids for public works contracts. The Past Criminal Convictions of Bidders form must be included in all bid documents and contracts for public works.

(L) Pursuant to LRS 38:2212.10, all bidders and contractors performing physical services with public entities must be registered and participate in a status verification system to verify that all employees in the state are legal citizens of the United States, or are legal aliens. The bidder/contractor must sign an attestation that they are complying with this law, and that all subcontractors will comply with this law.

(M) Pursuant to LRS 23:1726, bidders and contractors must certify that they are not being assessed penalties regarding unpaid worker's compensation insurance.

CONTRACT ADMINISTRATION

The County of Jefferson shall maintain contract administration systems that insure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/firms will be a factor in subsequent contract negotiations and award. Remedial action by the County of Jefferson through legal processes shall be considered in instances of identified significant nonperformance.

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST:

Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending April 30, 2018



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

May 15, 2018

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of April 30, 2018 together with the results of operations of the budget for the seventh period then ended.

Revenue:

Total budgeted revenue collected for the month ending April 30, 2018 is \$100,430,308. Budgeted Revenues are \$118,751,599 leaving \$18,321,291 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$78,649,448 for the seven months of the year. This amount represents 98% of the budgeted amount of \$80,620,917.

Sales Taxes:

Fifty-five percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$24,000,000.

Page Two

Licenses & Permits:

Revenues from Licenses & Permits have exceeded the budgeted amount of \$426,700 by \$196,153.

Intergovernmental:

Seventy-one percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,215,791.

Fees:

Fifty-four percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,646,591 for the year.

Fines and Forfeitures:

Sixty-three percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,625,000.

Interest:

Revenues from Interest have exceeded the budgeted amount of \$192,600 by \$123,237.

Other Revenues:

Thirty-eight dollars has been collected in Other Revenues. Revenues from Other Revenues are budgeted to be \$24,000 for the year.

Expenditures:

Overall for the County's budgeted funds, fifty-two percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$127,366,337, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,576,247 for the fiscal year ending September 30, 2018.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal stroke extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING APRIL 30, 2018
TABLE OF CONTENTS

	<u>PAGE</u>
Consolidated Balance Sheet	1
Statement of Changes in Fund Balances	2
Statement of Revenues by Category - Compared with Budget Allocation	3
Statement of Revenues - Compared with Budget Allocation	4-5
Statement of Expenditures - Compared with Budget Allocation – 58% Budget Expended	6
Statement of Expenditures - Compared with Budget Allocation	7-8
Statement of Bonded Indebtedness	9
Statement of Transfers In and Out	10

Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending April 30, 2018

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 78,049,762	18,433,157	2,568,845	4,704,072	(4,330)	(6,878,710)	\$ 96,872,796
Receivables & Prepaids	6,445,365	67,170	-	158,747	44,741	-	6,716,023
Intergovernmental Receivables	3,524,942	-	-	-	-	-	3,524,942
Due From Other Funds	150,497	-	-	-	-	-	150,497
Inventory	557,847	16,009	-	-	119,277	-	693,133
Other Assets	-	-	-	-	82,431,242	-	82,431,242
Total Assets	\$ <u>88,728,413</u>	\$ <u>18,516,336</u>	\$ <u>2,568,845</u>	\$ <u>4,862,819</u>	\$ <u>82,590,930</u>	\$ <u>(6,878,710)</u>	\$ <u>190,388,633</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,936,035	634,353	-	-	1,417,179	3,583,720	\$ 9,571,287
Intergovernmental Payables	360	-	-	-	54	-	414
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,975,629	-	-	143,424	473,213	-	9,592,266
Fund Balance/Equity	<u>75,816,389</u>	<u>17,881,983</u>	<u>2,568,845</u>	<u>4,719,395</u>	<u>80,700,484</u>	<u>(10,462,430)</u>	<u>171,224,666</u>
Total Liabilities and Fund Balance/Equity	\$ <u>88,728,413</u>	\$ <u>18,516,336</u>	\$ <u>2,568,845</u>	\$ <u>4,862,819</u>	\$ <u>82,590,930</u>	\$ <u>(6,878,710)</u>	\$ <u>190,388,633</u>

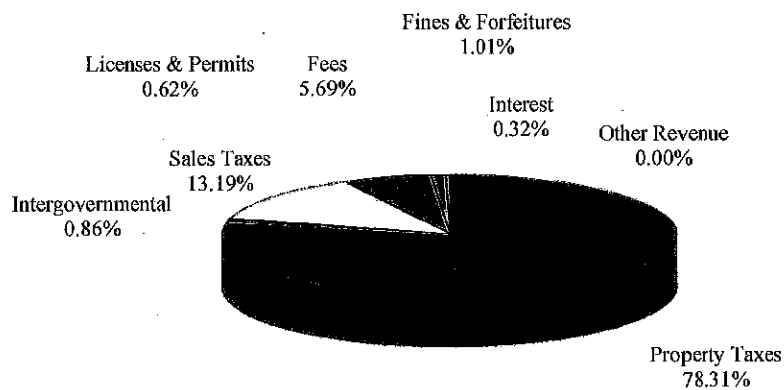
Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending April 30, 2018

	3/31/2018	For the Month Ending April 30, 2018				4/30/2018
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 438,422	\$ 5,488	49,675	\$ -	\$ -	\$ 394,235
Road & Bridge Pct. 1	3,340,098	93,266	168,735	-	-	3,264,629
Road & Bridge Pct. 2	977,846	87,556	138,163	-	-	927,239
Road & Bridge Pct. 3	708,676	79,904	121,865	-	-	666,715
Road & Bridge Pct. 4	2,277,197	103,176	130,887	-	-	2,249,486
Engineering Fund	578,678	5,755	72,726	-	-	511,707
Parks & Recreation	139,884	5,271	6,698	-	-	138,457
General Fund	66,481,723	4,362,822	7,721,133	(612,625)	-	62,510,787
Mosquito Control Fund	1,659,542	12,433	104,440	-	-	1,567,535
Tobacco Settlement Fund	3,583,406	2,193	-	-	-	3,585,599
Total General Funds	80,185,472	4,757,864	8,514,322	(612,625)	-	75,816,389
Total Special Revenue Funds	18,195,797	2,263,384	2,648,432	71,234	-	17,881,983
Total Capital Project Funds	1,952,363	665,884	49,402	-	-	2,568,845
Total Debt Service Funds	4,686,000	33,395	-	-	-	4,719,395
Total Enterprise Funds	80,942,645	279,556	1,063,108	541,391	-	80,700,484
Total Internal Service Funds	(10,828,251)	1,888,399	1,522,578	-	-	(10,462,430)
Total Balances	\$ 175,134,026	\$ 9,888,482	\$ 13,797,842	\$ -	\$ -	\$ 171,224,666

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending April 30, 2018

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 78,649,448	\$ 80,620,917	\$ 1,971,469	2.45%
Sales Taxes	13,248,677	24,000,000	10,751,323	44.80%
Licenses & Permits	622,853	426,700	(196,153)	-45.97%
Intergovernmental	861,894	1,215,791	353,897	29.11%
Fees	5,715,021	10,646,591	4,931,570	46.32%
Fines & Forfeitures	1,016,540	1,625,000	608,460	37.44%
Interest	315,837	192,600	(123,237)	-63.99%
Other Revenue	38	24,000	23,962	99.84%
	<u>\$ 100,430,308</u>	<u>\$ 118,751,599</u>	<u>\$ 18,321,291</u>	<u>15.43%</u>

Revenues by Major Category
For The Month Ending April 30, 2018



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending April 30, 2018

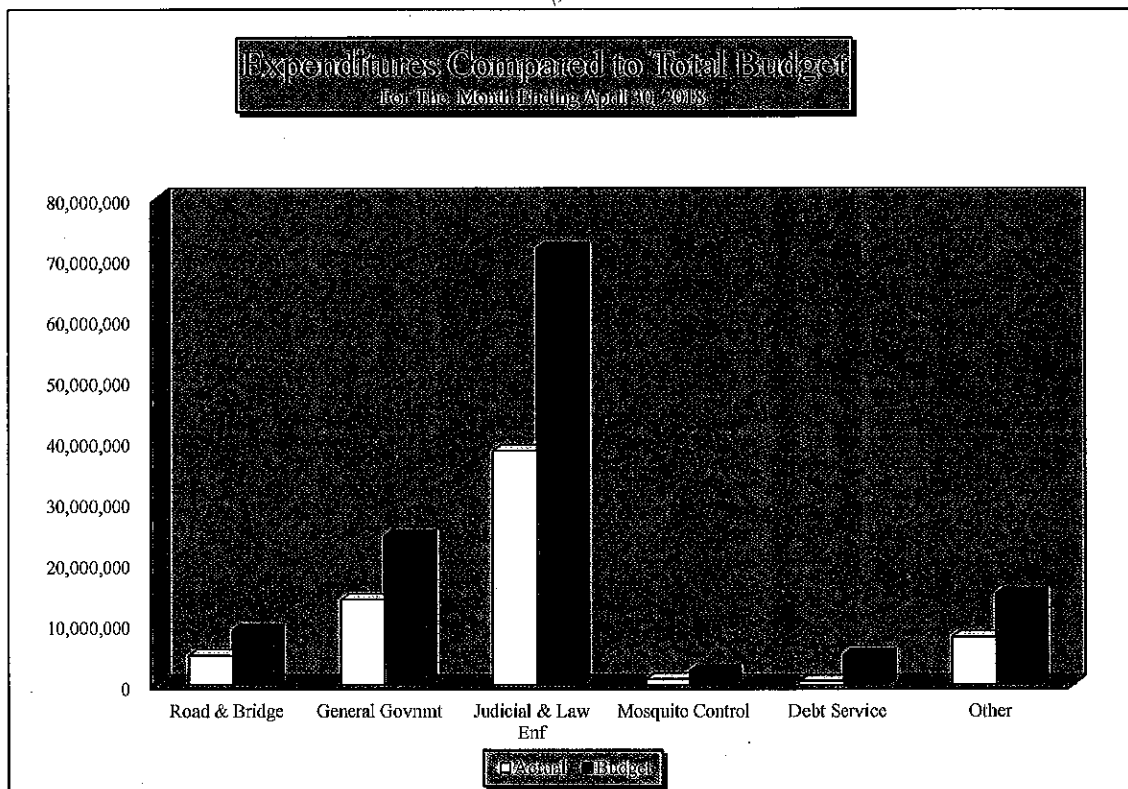
	October 2017					Cumulative	Annual	Unrealized
	-December	January	February	March	April	Total	Budget	Balance
Jury Fund								
Current Taxes	\$ 19,987	\$ 36,757	\$ 73,656	\$ 3,443	\$ 703	\$ 134,546	\$ 137,496	\$ 2,950
Delinquent Taxes	964	301	(21)	941	299	2,484	3,716	1,232
Jury Fees	9,059	3,843	4,922	4,579	4,486	26,889	35,000	8,111
Other Revenue	-	57,494	-	33,932	-	91,426	200,000	108,574
Road & Bridge Pct. 1								
Current Taxes	84,058	154,584	309,765	14,480	2,958	565,845	578,251	12,406
Delinquent Taxes	1,858	579	(40)	1,813	575	4,785	7,158	2,373
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	28,765	51,107	-	-	79,872	564,960	485,088
Road & Bridge Fees	131,972	36,852	53,052	51,098	58,755	331,729	558,540	226,811
Sales, Rentals & Services	2,276	-	248	87	111	2,722	-	(2,722)
Fines and Forfeitures	44,902	19,457	24,050	26,289	30,867	145,565	231,120	85,555
Road & Bridge Pct. 2								
Current Taxes	79,017	145,314	291,189	13,612	2,781	531,913	543,574	11,661
Delinquent Taxes	1,702	532	(37)	1,662	527	4,386	6,559	2,173
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	27,040	48,042	-	-	75,082	531,080	455,998
Road & Bridge Fees	124,053	34,642	49,871	48,034	55,232	311,832	525,045	213,213
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Fines and Forfeitures	42,210	18,290	22,608	24,713	29,016	136,837	217,260	80,423
Road & Bridge Pct. 3								
Current Taxes	72,111	132,613	265,737	12,422	2,538	485,421	496,062	10,641
Delinquent Taxes	1,554	484	(34)	1,517	481	4,002	5,987	1,985
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	24,677	43,843	-	-	68,520	484,660	416,140
Road & Bridge Fees	113,211	31,614	45,512	43,835	50,404	284,576	479,153	194,577
Sales, Rentals & Services	-	964	2,057	2,030	-	5,051	-	(5,051)
Fines and Forfeitures	38,522	16,693	20,633	22,554	26,481	124,883	198,270	73,387
Road & Bridge Pct. 4								
Current Taxes	92,143	169,453	339,560	15,873	3,243	620,272	633,869	13,597
Delinquent Taxes	1,985	619	(43)	1,937	614	5,112	7,648	2,536
Intergovernmental Revenue	-	-	-	-	-	-	1,200	1,200
Auto Registration Fees	-	31,532	56,023	-	-	87,555	619,300	531,745
Road & Bridge Fees	144,662	40,397	58,155	56,013	64,407	363,634	612,263	248,629
Sales, Rentals & Services	(2,116)	2,466	8,380	-	1,077	9,807	-	(9,807)
Fines and Forfeitures	49,219	21,327	26,362	28,817	33,835	159,560	253,350	93,790
Other Revenue	-	-	-	-	-	-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending April 30, 2018

	October 2017					Cumulative	Annual	Unrealized
	-December	January	February	March	April	Total	Budget	Balance
Engineering Fund								
Current Taxes	\$ 131,364	\$ 241,581	\$ 484,094	\$ 22,630	\$ 4,623	\$ 884,292	\$ 903,677	\$ 19,385
Delinquent Taxes	3,010	938	(65)	2,938	932	7,753	11,598	3,845
Licenses and Permits	400	-	-	-	200	600	650	50
Sales, Rentals & Services	-	-	200	-	-	200	500	300
Parks & Recreation								
Current Taxes	6,798	12,501	25,051	1,171	239	45,760	46,763	1,003
Delinquent Taxes	170	53	(4)	166	53	438	655	217
Sales, Rentals & Services	17,161	4,959	5,140	5,815	4,979	38,054	65,175	27,121
General Fund								
Current Taxes	11,251,900	20,692,462	41,464,797	(5,801,718)	396,004	68,003,445	69,558,088	1,554,643
Delinquent Taxes	248,685	77,543	(5,399)	242,923	76,988	640,740	958,300	317,560
Sales Taxes	2,481,732	2,754,675	3,209,940	2,387,647	2,414,683	13,248,677	24,000,000	10,751,323
Other Taxes	38	-	-	-	-	38	24,000	23,962
Licenses and Permits	104,523	44,994	45,810	36,515	390,411	622,253	426,050	(196,203)
Intergovernmental Revenue	110,165	178,440	66,092	105,512	310,259	770,468	1,014,591	244,123
Fees of Office	967,109	305,887	367,300	326,970	379,043	2,346,309	4,108,265	1,761,956
Other Sales, Rentals & Svcs.	889,971	(125,677)	206,302	453,596	258,997	1,683,189	2,062,650	379,461
Fines & Forfeitures	130,462	124,960	49,305	54,190	90,778	449,695	725,000	275,305
Interest	174,437	21,016	38,994	16,587	45,659	296,693	175,000	(121,693)
Other Revenue	-	-	-	-	-	-	-	-
Mosquito Control Fund								
Current Taxes	300,191	552,058	1,106,246	51,713	10,565	2,020,773	2,065,072	44,299
Delinquent Taxes	6,034	1,881	(131)	5,890	1,868	15,542	23,252	7,710
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Tobacco Settlement Fund								
Interest	4,771	1,519	1,564	751	2,193	10,798	10,000	(798)
Debt Service								
Current Taxes	686,111	1,261,773	2,528,413	118,194	24,147	4,618,638	4,558,065	(60,573)
Delinquent Taxes	20,379	6,527	115	19,910	6,370	53,301	75,127	21,826
Interest	1,663	849	1,977	979	2,878	8,346	7,600	(746)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-
Total	\$ 18,590,423	\$ 27,196,228	\$ 51,390,338	\$ (1,537,940)	\$ 4,791,259	\$ 100,430,308	\$ 118,751,599	\$ 18,321,291

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 58% of Budget Expended
For The Month Ending April 30, 2018

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 276,299	\$ 650,474	\$ 374,175	57.52%
Road & Bridge Funds	4,314,290	7,838,368	3,524,078	44.96%
Engineering Fund	502,197	1,031,055	528,858	51.29%
Parks & Recreation Fund	41,682	180,731	139,049	76.94%
General Fund:				
General Government	13,990,639	24,431,601	10,440,962	42.74%
Judicial	10,211,352	19,376,092	9,164,740	47.30%
Law Enforcement	27,971,232	51,740,731	23,769,499	45.94%
Education	178,931	424,338	245,407	57.83%
Health & Welfare	4,390,035	8,582,605	4,192,570	48.85%
Maintenance	2,218,053	3,920,025	1,701,972	43.42%
Other	980,630	1,920,779	940,149	48.95%
Mosquito Control Fund	1,004,500	2,260,280	1,255,780	55.56%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	636,594	4,909,258	4,272,664	87.03%
	<u>\$ 66,816,434</u>	<u>\$ 127,366,337</u>	<u>\$ 60,549,903</u>	<u>47.54%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending April 30, 2018

	October 2017						Cumulative	Annual	Unencumbered
	December	January	February	March	April	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 138,897	\$ 22,693	\$ 41,116	\$ 18,208	\$ 49,675	\$ 5,710	\$ 276,299	\$ 650,474	\$ 374,175
Road & Brdg Pct. 1	335,952	186,069	92,933	82,999	168,735	104,132	970,820	1,743,419	772,599
Road & Brdg Pct. 2	381,012	352,998	125,132	106,771	138,163	192,849	1,296,925	2,016,500	719,575
Road & Brdg Pct. 3	346,826	204,070	106,767	139,673	121,865	112,909	1,032,110	1,992,224	960,114
Road & Brdg Pct. 4	384,267	117,075	118,895	69,501	130,887	193,810	1,014,435	2,086,225	1,071,790
Engineering	227,788	66,319	66,192	68,021	72,726	1,151	502,197	1,031,055	528,858
Parks & Recreation	13,103	5,877	5,957	8,319	6,698	1,728	41,682	180,731	139,049
Tax Assessor/Coll.	1,042,424	297,995	299,706	293,666	295,600	6,806	2,236,197	4,015,207	1,779,010
Human Resources	112,623	32,425	31,722	32,652	37,349	4,020	250,791	446,431	195,640
County Auditor	369,944	93,220	98,540	98,853	96,090	2,146	758,793	1,524,752	765,959
County Clerk	540,523	180,813	169,229	168,280	178,301	56,870	1,294,016	2,364,127	1,070,111
County Judge	190,513	70,010	57,820	56,990	70,934	725	446,992	921,974	474,982
Risk Management	68,238	19,859	19,566	19,556	20,043	-	147,262	258,592	111,330
County Treasurer	99,336	29,620	29,932	30,020	30,392	-	219,300	395,842	176,542
Printing Department	33,883	8,490	11,221	9,457	13,496	12,657	89,204	173,275	84,071
Purchasing Department	143,176	42,899	45,392	40,902	41,435	10,640	324,444	571,359	246,915
General Services	2,735,606	670,853	1,374,017	777,407	757,809	52,156	6,367,848	10,580,229	4,212,381
MIS	584,857	152,796	139,867	147,034	143,994	52,569	1,221,117	2,180,603	959,486
Voter's Registration	72,687	3,362	8,740	5,348	8,362	96	98,595	158,956	60,361
Elections	231,498	42,766	50,357	144,611	43,904	22,944	536,080	840,254	304,174
District Attorney	1,688,120	514,307	485,433	498,552	501,476	9,459	3,697,347	6,894,201	3,196,854
District Clerk	497,368	148,207	147,639	144,795	157,875	11,640	1,107,524	1,956,148	848,624
Criminal Dist. Court	319,600	113,417	103,324	121,776	100,963	516	759,596	1,530,482	770,886
58th Dist. Court	73,697	21,581	21,397	21,253	21,420	150	159,498	305,645	146,147
60th Dist. Court	77,767	22,878	22,859	22,854	23,210	588	170,156	302,717	132,561
136th Dist. Court	81,242	23,128	22,554	21,499	16,488	1,039	165,950	308,347	142,397
172nd Dist. Court	74,651	21,721	21,650	20,164	20,897	67	159,150	306,186	147,036
252nd Dist. Court	233,119	82,916	79,648	76,010	103,775	2,127	577,595	1,160,612	583,017
279th Dist. Court	95,757	27,904	38,347	32,993	45,459	-	240,460	406,909	166,449
317th Dist. Court	192,039	44,221	56,206	60,879	56,828	78	410,251	808,245	397,994
J.P. Pct. 1 Pl 1	94,388	28,328	27,721	28,230	29,112	-	207,779	382,394	174,615
J.P. Pct. 1 Pl 2	93,684	25,121	24,763	24,639	26,896	-	195,103	381,038	185,935
J.P. Pct. 2	75,897	23,418	22,376	23,339	21,363	134	166,527	354,110	187,583
J.P. Pct. 4	91,079	27,367	27,796	27,201	27,813	823	202,079	375,490	173,411
J.P. Pct. 6	93,172	27,068	27,457	27,220	27,275	5,943	208,135	389,111	180,976
J.P. Pct. 7	89,627	25,925	25,834	25,411	25,007	-	191,804	379,034	187,230
J.P. Pct. 8	88,785	25,907	25,694	27,205	26,460	294	194,345	372,025	177,680
Cnty. Court at Law 1	123,338	36,583	36,612	36,457	37,125	-	270,115	486,260	216,145
Cnty. Court at Law 2	150,764	43,711	43,004	44,980	39,860	-	322,319	631,471	309,152
Cnty. Court at Law 3	183,404	54,479	54,771	53,318	54,319	110	400,401	736,035	335,634
Court Master	137,834	47,020	37,026	29,098	29,012	-	279,990	643,372	363,382

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending April 30, 2018

	October 2017						Cumulative	Annual	Unencumbered
	December	January	February	March	April	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 55,654	\$ 20,161	\$ 15,489	\$ 16,823	\$ 15,615	\$ 1,486	\$ 125,228	\$ 266,260	\$ 141,032
Alternative School	107,722	31,490	31,490	31,980	31,490	-	234,172	413,246	179,074
Comm. Supervision	995	435	435	6,280	6,358	-	14,503	19,082	4,579
Sheriff's Dept.	3,515,913	1,029,840	994,051	988,554	997,554	82,639	7,608,551	13,713,696	6,105,145
Crime Lab	293,571	82,078	91,954	99,171	94,401	38,929	700,104	1,434,162	734,058
Jail	6,391,809	2,589,434	1,745,557	2,257,506	2,002,776	423,442	15,410,524	28,340,933	12,930,409
Juvenile Probation	326,561	100,220	99,410	95,098	99,108	1,366	721,763	1,651,152	929,389
Juvenile Detention	467,989	145,578	143,526	151,742	146,198	77,477	1,132,510	2,169,233	1,036,723
Constable Pct. 1	191,028	53,566	53,680	63,092	58,105	2,093	421,564	779,226	357,662
Constable Pct. 2	115,680	33,607	33,789	33,874	34,281	-	251,231	463,423	212,192
Constable Pct. 4	116,425	31,794	31,918	31,998	35,070	29,640	276,845	497,948	221,103
Constable Pct. 6	142,472	39,574	38,829	39,264	39,989	1,196	301,324	569,104	267,780
Constable Pct. 7	109,980	32,947	33,060	33,980	33,415	1,042	244,424	448,389	203,965
Constable Pct. 8	115,592	33,943	33,868	33,854	34,344	495	252,096	456,137	204,041
County Morgue	118,531	66,718	98,900	38,450	73,170	5,852	401,621	785,000	383,379
Agriculture Ext.	83,711	23,386	22,362	23,740	23,873	1,859	178,931	424,338	245,407
Public Health # 1	304,659	85,920	87,917	84,988	95,154	1,446	660,084	1,290,638	630,554
Public Health # 2	296,468	82,680	85,260	86,698	95,571	1,775	648,452	1,282,065	633,613
Nurse Practitioner	78,169	25,953	24,546	21,537	24,540	9,304	184,049	316,395	132,346
Child Welfare	32,593	1,898	3,756	1,288	20,913	-	60,448	120,000	59,552
Env. Control	96,650	48,194	29,205	28,890	30,387	25	233,351	422,187	188,836
Ind. Medical Svcs.	224,935	1,887,837	81,176	98,239	64,926	116,661	2,473,774	4,907,433	2,433,659
Emergency Mgmt.	59,913	17,459	17,456	17,599	17,450	-	129,877	243,887	114,010
Beaumont Maintenance	432,752	214,979	202,439	232,556	331,476	287,141	1,701,343	2,952,891	1,251,548
Port Arthur Maint.	166,151	49,430	46,784	48,548	56,422	33,704	401,039	742,916	341,877
Mid-County Maint.	40,055	15,153	16,102	13,741	15,613	15,007	115,671	224,218	108,547
Service Center	218,620	79,230	90,993	77,784	88,512	252,793	807,932	1,034,377	226,445
Veteran Service	78,647	23,353	23,552	23,066	24,080	-	172,698	306,653	133,955
Mosquito Control	415,901	82,120	299,774	86,304	104,440	15,961	1,004,500	2,260,280	1,255,780
Tobacco Settlement	100,000	-	-	-	-	-	100,000	100,000	-
Debt Service Funds	500	636,094	-	-	-	-	636,594	4,909,258	4,272,664
Contingency	-	-	-	-	-	-	-	579,749	579,749
Total	\$ 27,308,131	\$ 11,550,487	\$ 8,722,490	\$ 8,452,785	\$ 8,514,322	\$ 2,268,219	\$ 66,816,434	\$ 127,366,337	\$ 60,549,903

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending April 30, 2018

Issue	Beginning Amount Outstanding	2017-2018 Requirements				2017-2018 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 31,105,000	\$ 3,365,000	\$ 1,258,950	\$ 2,500	\$ 4,626,450	\$ -	\$ 629,475	\$ 1,965	\$ 631,440	\$ 31,105,000
2013 Refunding Bonds	275,000	275,000	5,308	2,500	282,808	-	2,654	2,500	5,154	275,000
	<u>\$ 31,380,000</u>	<u>\$ 3,640,000</u>	<u>\$ 1,264,258</u>	<u>\$ 5,000</u>	<u>\$ 4,909,258</u>	<u>\$ -</u>	<u>\$ 632,129</u>	<u>\$ 4,465</u>	<u>\$ 636,594</u>	<u>\$ 31,380,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending April 30, 2018

<u>Fund</u>		<u>Transfers In</u>	<u>Transfers Out</u>
120	General Fund	-	1,276,703 (a)
120	General Fund	-	223,000 (b)
241	Sheriff Department Grants	2,004 (b)	
245	Crime Victim's Clearing	108,117 (b)	-
248	Crime Victim's Clearing	757 (b)	-
257	Auto Theft Grant	15,285 (b)	-
265	Check Water & Sewer Phase 5	5,400 (b)	-
282	VAWA Fund	26,149 (b)	-
550	SETEC Fund	1,276,703 (a)	-
881	Port Security Grant	65,288 (b)	-
		<u>\$1,499,703</u>	<u>\$1,499,703</u>

(a) Budgeted Transfer

(b) Grant Match

PGM: GMCOMMV2	DATE 05-21-2018		PAGE: 1 190
NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	45.50	446714	45.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	97.43	446529	
ENTERGY	715.62	446552	
M&D SUPPLY	31.50	446564	
MUNRO'S	28.65	446568	
MUSTANG CAT	1,222.60	446569	
SOUTHERN TIRE MART, LLC	228.20	446606	
PAUL TRUAX	11.00	446640	
ADVANCE AUTO PARTS	65.67	446681	
REPUBLIC SERVICES	58.50	446713	
BLACKTOP INDUSTRIES	566.50	446730	3,025.67**
ROAD & BRIDGE PCT.#2			
AT&T	95.79	446584	
CENTERPOINT ENERGY RESOURCES CORP	45.42	446635	
REPUBLIC SERVICES	94.38	446713	235.59**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,170.98	446529	
AUDILET TRACTOR SALES	154.75	446536	
BEAUMONT TRACTOR COMPANY	380.42	446539	
CERTIFIED LABORATORIES	498.70	446542	
CITY OF PORT ARTHUR - WATER DEPT.	30.20	446543	
ALL-PHASE ELECTRIC SUPPLY	115.00	446544	
MUNRO'S	38.40	446568	
OFFICE DEPOT	55.17	446572	
TIME WARNER COMMUNICATIONS	92.31	446587	
HOWARD'S AUTO SUPPLY	243.96	446608	
BILL WILLIAMS	200.00	446647	
ON TIME TIRE	185.00	446672	
MEMBER'S BUILDING MAINTENANCE LLC	37.00	446688	
SHOPPA'S FARM SUPPLY	60.44	446701	
REPUBLIC SERVICES	60.67	446713	
CINTAS CORPORATION	122.18	446716	
TRINITY VALLEY TRACTORS INC	100.80	446721	
ALL TERRAIN EQUIPMENT CO	87.50	446727	4,633.48**
ROAD & BRIDGE PCT.#4			
AT&T	77.86	446584	
UNITED STATES POSTAL SERVICE	3.50	446620	
REPUBLIC SERVICES	165.23	446713	246.59**
ENGINEERING FUND			
VERIZON WIRELESS	212.38	446618	
UNITED STATES POSTAL SERVICE	5.88	446620	218.26**
PARKS & RECREATION			
ENTERGY	994.30	446552	994.30**
GENERAL FUND			
JEFFERSON CTY. CLERK	9,257.31	446525	
JEFFERSON CTY. DISTRICT CLERK	86.00	446560	9,343.31*
TAX OFFICE			
OFFICE DEPOT	149.45	446572	
PITNEY BOWES, INC.	551.00	446575	
UNITED STATES POSTAL SERVICE	581.11	446620	1,281.56*
COUNTY HUMAN RESOURCES			

PGM: GMCOMMV2	DATE 05-21-2018		PAGE: 2 191
NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS COUNTY & DISTRICT RETIREMENT	245.00	446596	245.00*
AUDITOR'S OFFICE			
OFFICE DEPOT	450.22	446572	
UNITED STATES POSTAL SERVICE	8.82	446620	459.04*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	254.89	446620	
RICOH USA INC	315.72	446679	570.61*
COUNTY JUDGE			
OFFICE DEPOT	78.99	446572	
UNITED STATES POSTAL SERVICE	8.57	446620	
KATY LEIGH DELAHOUSAYE	500.00	446657	
FRANCES BLAIR BETHEA	500.00	446663	
TARA SHELANDER	500.00	446697	
JAN GIROUARD & ASSOCIATES LLC	600.00	446715	2,187.56*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.69	446620	1.69*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	732.56	446561	
UNITED STATES POSTAL SERVICE	212.80	446620	945.36*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	2.84	446620	2.84*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,397.24	446537	
CASH ADVANCE ACCOUNT	25.00	446561	
REGION V EDUCATION SERVICE CENTER	300.00	446579	
TIME WARNER COMMUNICATIONS	223.80	446589	
ADVANCED STAFFING	97.50	446607	
TEXAS COFFEE COMPANY	124.77	446609	
MCGRIFF, SEIBELS & WILLIAMS OF TX	5,710.00	446629	7,878.31*
DATA PROCESSING			
OFFICE DEPOT	50.98	446572	
CDW COMPUTER CENTERS, INC.	774.96	446610	
SHI GOVERNMENT SOLUTIONS, INC.	1,306.48	446624	2,132.42*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	153.20	446620	153.20*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	14.73	446620	
SIERRA SPRING WATER CO. - BT	38.93	446622	53.66*
DISTRICT ATTORNEY			
OFFICE DEPOT	424.93	446572	
CLERK - SUPREME COURT OF TEXAS	303.00	446585	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	446594	
KIP GLASSCOCK PC	995.00	446614	
UNITED STATES POSTAL SERVICE	299.38	446620	
SIRCHIE FINGER PRINT LABORATORIES	229.12	446666	
THOMSON REUTERS-WEST	493.00	446685	
CORY KNEELAND	595.00	446717	
ANGELA KNEELAND	595.00	446726	4,284.43*
DISTRICT CLERK			

PGM: GMCOMMV2	DATE 05-21-2018	AMOUNT	CHECK NO.	PAGE: 3 192 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	928.28	446620		
AERIALINK INC	168.90	446719		
				1,097.18*
CRIMINAL DISTRICT COURT				
UNITED STATES POSTAL SERVICE	2.68	446620		
58TH DISTRICT COURT				2.68*
OFFICE DEPOT	56.30	446572		
252ND DISTRICT COURT				56.30*
TODD W LEBLANC	2,725.00	446526		
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,018.75	446538		
CLERK - SUPREME COURT OF TEXAS	265.00	446585		
UNITED STATES POSTAL SERVICE	29.48	446620		
SUMMER TANNER	6,193.45	446643		
BRITTANIE HOLMES	750.00	446677		
WILLIAM MARCUS WILKERSON	800.00	446678		
MATUSKA LAW FIRM	9,925.00	446696		
				23,706.68*
279TH DISTRICT COURT				
MARVA PROVO	325.00	446576		
ANITA F. PROVO	75.00	446577		
				400.00*
317TH DISTRICT COURT				
NADCP	745.00	446613		
				745.00*
JUSTICE COURT-PCT 1 PL 1				
KIRKSEY'S SPRINT PRINTING	24.95	446563		
UNITED STATES POSTAL SERVICE	40.27	446620		
				65.22*
JUSTICE COURT-PCT 2				
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	160.00	446639		
				160.00*
JUSTICE COURT-PCT 4				
AT&T	77.86	446584		
				77.86*
JUSTICE COURT-PCT 6				
OFFICE DEPOT	94.98	446572		
UNITED STATES POSTAL SERVICE	52.55	446620		
				147.53*
COUNTY COURT AT LAW NO.1				
CLERK - SUPREME COURT OF TEXAS	300.00	446585		
UNITED STATES POSTAL SERVICE	.41	446620		
GERALD EDDINS	479.55	446682		
				779.96*
COUNTY COURT AT LAW NO. 2				
DONALD W. DUESLER & ASSOC.	250.00	446545		
UNITED STATES POSTAL SERVICE	4.08	446620		
				254.08*
COUNTY COURT AT LAW NO. 3				
EDWARD B. GRIPON, M.D., P.A.	595.00	446550		
NATHAN REYNOLDS, JR.	300.00	446580		
UNITED STATES POSTAL SERVICE	8.57	446620		
ANTOINE FREEMAN	250.00	446652		
JARED GILTHORPE	250.00	446698		
SAMUEL & SON LAW FIRM PLLC	250.00	446700		
				1,653.57*
COURT MASTER				
UNITED STATES POSTAL SERVICE	2.68	446620		
				2.68*
MEDIATION CENTER				

PGM: GMCOMMV2	DATE 05-21-2018		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL 193
UNITED STATES POSTAL SERVICE	3.26	446620	3.26*
SHERIFF'S DEPARTMENT			
GT DISTRIBUTORS, INC.	83.64	446548	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	100.00	446557	
NOACK LOCKSMITH	30.00	446570	
AT&T	127.72	446584	
CDW COMPUTER CENTERS, INC.	75.99	446610	
UNITED STATES POSTAL SERVICE	2,616.97	446620	
FIVE STAR FEED	82.50	446631	
TRANSUNION RISK AND ALTERNATIVE	613.44	446705	
REPUBLIC SERVICES	45.00	446713	
TND WORKWEAR CO LLC	142.95	446723	3,918.21*
CRIME LABORATORY			
BROWNELLS, INC.	54.92	446602	
AIRGAS SOUTHWEST	103.54	446655	
LIPOMED	66.00	446664	
ATTAINIT	94.04	446712	
CHEMTEQ INC	102.38	446737	420.88*
JAIL - NO. 2			
BEAUMONT TRACTOR COMPANY	2,034.20	446539	
W.W. GRAINGER, INC.	103.87	446549	
ENTERGY	48.49	446552	
JACK BROOKS REGIONAL AIRPORT	633.88	446559	
M&D SUPPLY	135.01	446564	
MOORE SUPPLY, INC.	73.27	446566	
AT&T	1,392.86	446584	
TEXAS DEPT OF LICENSING &	905.00	446595	
WHOLESALE ELECTRIC SUPPLY CO.	240.20	446599	
WORTH HYDROCHEM	327.00	446600	
LOWE'S HOME CENTERS, INC.	170.86	446626	
TEXAS GAS SERVICE	383.92	446630	
UNITED RENTALS	238.06	446638	
WORLD FUEL SERVICES	1,008.06	446662	
INDEPENDENT STATIONERS	1,434.74	446668	
A1 FILTER SERVICE COMPANY	737.60	446671	
KROPP HOLDINGS INC	417.30	446687	
BAYOU METALS SPECIALTY	18,310.00	446693	
NAASCO NORTHEAST CORP	2,790.00	446711	
REPUBLIC SERVICES	4,329.00	446713	
IMPACT WASTE LLC	360.00	446720	
FOOD MARKETING CONCEPTS INC	10,606.37	446724	
HARDIE'S FRESH FOODS	3,118.35	446725	
CORRECT CARE SOLUTIONS LLC	4,591.76	446733	
CORRHEALTH LLC	78,900.85	446736	133,290.65*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	54.77	446572	
UNITED STATES POSTAL SERVICE	15.98	446620	
SHANNA CITIZEN	33.79	446627	104.54*
JUVENILE DETENTION HOME			
CHARMTEX INC.	1,437.10	446632	
CENTERPOINT ENERGY RESOURCES CORP	156.81	446635	
KAREN ROBERTS	400.00	446656	
REPUBLIC SERVICES	550.55	446713	2,544.46*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	318.01	446561	
OFFICE DEPOT	58.05	446572	
UNITED STATES POSTAL SERVICE	69.44	446620	
WATERGUARD TECHNOLOGY PRODUCTS	42.00	446690	
TND WORKWEAR CO LLC	496.00	446723	
BLUE360 MEDIA	95.48	446728	1,078.98*
CONSTABLE-PCT 4			

PGM: GMCOMMV2	DATE 05-21-2018		PAGE: 5
NAME	AMOUNT	CHECK NO.	TOTAL 194
AT&T	38.93	446584	
DISH NETWORK	59.50	446645	
			98.43*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	10.23	446620	
CONSTABLE PCT. 7			10.23*
CASH ADVANCE ACCOUNT	902.22	446561	
AGRICULTURE EXTENSION SVC			902.22*
UNITED STATES POSTAL SERVICE	1.63	446620	
HEALTH AND WELFARE NO. 1			1.63*
CALVARY MORTUARY	1,800.00	446541	
ENTERGY	70.00	446554	
AUSTIN CECIL WALKES MD PA	731.00	446598	
UNITED STATES POSTAL SERVICE	47.41	446620	
EQUIFAX WORKFORCE SOLUTIONS	28.03	446722	
CENTERPOINT ENERGY RESOURCES	52.83	446731	
			2,729.27*
HEALTH AND WELFARE NO. 2			
VICKIE MCINTYRE	110.80	446604	
EQUIFAX WORKFORCE SOLUTIONS	28.02	446722	
TOCCARA JOHNSON	65.00	446746	
			203.82*
NURSE PRACTITIONER			
OFFICE DEPOT	250.30	446572	
SIERRA SPRING WATER CO. - BT	6.00	446623	
EXCEL MEDICAL WASTE LLC	35.00	446708	
			291.30*
CHILD WELFARE UNIT			
SKY THOMAS	15.00	446740	
RANDALL THOMPSON	15.00	446741	
RAMONZIA BROWN	15.00	446742	
KY'ANA PAUL	15.00	446743	
KAYDEN MILLSAP	15.00	446744	
KADENCE BYERLY	15.00	446745	
			90.00*
ENVIRONMENTAL CONTROL			
AT&T	61.92	446584	
			61.92*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY	496.52	446531	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	446653	
CARDINAL HEALTH 110 INC	28,389.19	446686	
DANA JOHNSON	300.00	446702	
TDS OPERATING INC	1,067.26	446735	
			34,025.97*
MAINTENANCE-BEAUMONT			
FAST SIGNS, INC.	237.82	446547	
W.W. GRAINGER, INC.	110.60	446549	
MOORE SUPPLY, INC.	656.02	446566	
OFFICE DEPOT	42.14	446572	
ACE IMAGEWEAR	203.47	446583	
AT&T	65.46	446584	
CUSTOM FLOORING - VIDOR	225.00	446641	
A1 FILTER SERVICE COMPANY	732.70	446671	
INDUSTRIAL & COMMERCIAL MECHANICAL	6,840.92	446674	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	446688	
REPUBLIC SERVICES	1,651.65	446713	
SERVPRO OF ORANGE/NED/LUMBERTON	21,704.73	446734	
			55,158.27*
MAINTENANCE-PORT ARTHUR			

PGM: GMCOMMV2	DATE 05-21-2018	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	3,554.11	446552
TIME WARNER COMMUNICATIONS	76.80	446588
TIME WARNER COMMUNICATIONS	596.61	446591
		4,227.52*
MAINTENANCE-MID COUNTY		
CENTERPOINT ENERGY RESOURCES CORP	90.88	446635
REPUBLIC SERVICES	70.85	446713
		161.73*
SERVICE CENTER		
ACTION AUTO GLASS	49.95	446527
SPIDLE & SPIDLE	12,669.68	446529
INTERSTATE BATTERIES OF BEAUMONT/PA	115.95	446555
J.K. CHEVROLET CO.	90.35	446556
KINSEL FORD, INC.	483.34	446562
M&D SUPPLY	5.01	446564
THE MUFFLER SHOP	200.00	446567
MUNRO'S	80.00	446568
PHILPOTT MOTORS, INC.	19.17	446574
BITTER @ HOME	80.94	446581
AT&T	63.86	446584
JEFFERSON CTY. TAX OFFICE	7.50	446615
JEFFERSON CTY. TAX OFFICE	16.75	446616
JEFFERSON CTY. TAX OFFICE	7.50	446617
BUMPER TO BUMPER	373.92	446634
MIGHTY OF SOUTHEAST TEXAS	372.49	446669
SILSBEE FORD INC	809.50	446691
SOUTHEAST TEXAS PARTS AND EQUIPMENT	180.14	446694
1800RADIATOR & AC	291.92	446703
TEXAS DEPARTMENT OF MOTOR VEHICLES	16.75	446709
REPUBLIC SERVICES	94.38	446713
MIDNIGHT AUTO	179.90	446718
		16,209.00*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	7.99	446620
HILARY GUEST	100.17	446628
		108.16*
		314,328.18**
MOSQUITO CONTROL FUND		
SUPERIOR TIRE & SERVICE	28.64	446532
EASTEX RUBBER & GASKET	43.45	446546
JACK BROOKS REGIONAL AIRPORT	322.23	446559
MUNRO'S	51.95	446568
UNITED PARCEL SERVICE	35.24	446597
CENTERPOINT ENERGY RESOURCES CORP	46.13	446635
LJA ENGINEERING INC	437.50	446673
REPUBLIC SERVICES	94.38	446713
PACIFIC COAST AVIONICS CORP	2,082.31	446738
		3,141.83**
FEMA EMERGENCY		
CITY OF BEAUMONT - LANDFILL	308.00	446534
CITY OF BEAUMONT - LANDFILL	308.00	446535
SILSBEE FORD INC	89,615.36	446692
		90,231.36**
BREATH ALCOHOL TESTING		
CASH ADVANCE ACCOUNT	1,260.08	446561
		1,260.08**
J.C. FAMILY TREATMENT		
NADCP	1,490.00	446613
BEAUMONT OCCUPATIONAL SERVICE, INC.	157.85	446625
		1,647.85**
SECURITY FEE FUND		
JEFFERSON CTY. DISTRICT CLERK	5.00	446560
		5.00**
LAW LIBRARY FUND		

PGM: GMCOMMV2	DATE 05-21-2018		PAGE: 7 196
NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. DISTRICT CLERK	10.00	446560	
LEXIS-NEXIS	110.00	446621	
THOMSON REUTERS-WEST	395.07	446684	
			515.07**
GRANT A STATE AID			
WILLIE DAVIS	154.09	446528	
GULF COAST TRADES CENTER	3,090.90	446551	
GLEN MILLS SCHOOLS	4,869.00	446565	
BI INCORPORATED	354.60	446612	
VERIZON WIRELESS	26.08	446618	
SAN MARCOS FAMILY MEDICINE PA	103.76	446644	
VICTORIA COUNTY JUVENILE SERVICES	2,434.50	446654	
CORNELL CORRECTIONS OF TEXAS	1,386.85	446695	
GRAYSON COUNTY DEPT OF JUVENILE	4,869.00	446704	
			17,288.78**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	3,187.11	446558	
OFFICE DEPOT	587.59	446572	
OLMSTED-KIRK PAPER	417.75	446573	
TIME WARNER COMMUNICATIONS	166.21	446590	
UNITED STATES POSTAL SERVICE	119.11	446620	
SHI GOVERNMENT SOLUTIONS, INC.	5,516.55	446624	
REDWOOD TOXICOLOGY LABORATORY	204.25	446646	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	446653	
PCM-G	26,197.00	446658	
SAM'S CLUB DIRECT	83.58	446676	
			43,444.15**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	1,092.29	446540	
M&D SUPPLY	145.18	446564	
OFFICE DEPOT	72.00	446572	
AT&T	136.74	446584	
SYSCO FOOD SERVICES, INC.	1,303.34	446586	
TEXAS ASSN. OF COUNTIES - RISK	2,440.00	446593	
PETTY CASH - RESTITUTION I	126.50	446601	
BEN E KEITH FOODS	1,304.19	446633	
MELODY C ANTOON RN	2,600.00	446642	
SAM'S CLUB DIRECT	232.48	446676	
MATERA PAPER COMPANY INC	297.14	446683	
REPUBLIC SERVICES	117.39	446713	
CINTAS CORPORATION	137.92	446716	
			10,005.17**
COMMUNITY CORRECTIONS PRG			
TEXAS ASSN. OF COUNTIES - RISK	2,474.00	446593	
			2,474.00**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	193.23	446561	
TEXAS ASSN. OF COUNTIES - RISK	1,183.00	446593	
			1,376.23**
COUNTY CLERK - RECORD MGT			
MANATRON	11,106.62	446649	
FILEX SYSTEMS, INC.	823.05	446667	
			11,929.67**
COUNTY CLK RECORDS ARCHIV			
MANATRON	5,201.32	446649	
			5,201.32**
DRUG INTERVENTION COURT			
LAND MANOR, INC.	888.00	446611	
			888.00**
COUNTY RECORDS MANAGEMENT			
JEFFERSON CTY. DISTRICT CLERK	20.00	446560	
UNITED STATES POSTAL SERVICE	2.89	446620	
			22.89**
CHEEK H2O & SEWER			

PGM: GMCOMMV2	DATE 05-21-2018		PAGE: 8 197
NAME	AMOUNT	CHECK NO.	TOTAL
MK CONSTRUCTORS	15,945.52	446675	15,945.52**
FAMILY PROTECTION FEE FND			
JEFFERSON CTY. DISTRICT CLERK	15.00	446560	15.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	958.00	446561	958.00**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	446530	
M&D SUPPLY	47.12	446564	
MUNRO'S	134.39	446568	
DISH NETWORK	118.51	446645	
LA RUE ROUGEAU	109.00	446648	
ATTABOY TERMITE & PEST CONTROL	55.00	446660	
COUNTY HOME AND RANCH LP	258.43	446670	
SAM'S CLUB DIRECT	246.18	446676	
MATERA PAPER COMPANY INC	199.76	446683	
A-1 MAIDA FENCE COMPANY	2,797.00	446707	
REPUBLIC SERVICES	679.38	446713	5,119.77**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	737.33	446673	
TIM RICHARDSON	10,500.00	446689	11,237.33**
AIRPORT FUND			
SPIDLE & SPIDLE	903.26	446529	
TEEX	2,800.00	446533	
BEAUMONT TRACTOR COMPANY	156.39	446539	
ENTERGY	4,686.74	446553	
OFFICE DEPOT	59.26	446572	
RED RIVER SPECIALITIES	8,100.00	446578	
AT&T	612.68	446584	
TIME WARNER COMMUNICATIONS	100.25	446592	
SOUTHERN TIRE MART, LLC	1,946.56	446606	
UNITED STATES POSTAL SERVICE	.82	446620	
LOWE'S HOME CENTERS, INC.	50.00	446626	
CENTERPOINT ENERGY RESOURCES CORP	195.03	446635	
DISH NETWORK	100.51	446645	
ROSS RIDGE SAND COMPANY LP	720.00	446650	
BLUE GLOBES	1,623.27	446651	
INTERSTATE ALL BATTERY CENTER - BMT	100.00	446659	
UNIFIRST HOLDINGS INC	145.83	446661	
CRAWFORD ELECTRIC SUPPLY COMPANY	639.32	446680	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	83.18	446694	
EASTERN AVIATION FUELS INC	67,462.69	446699	
EXCEL MEDICAL WASTE LLC	70.00	446708	
REPUBLIC SERVICES	283.14	446713	
HINOTE PLUMBING INC	2,330.00	446729	93,168.93**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	874.00	446665	
EXPRESS SCRIPTS INC	38,889.46	446732	39,763.46**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	446674	
REPUBLIC SERVICES	1,452.89	446713	3,104.89**
LIABILITY CLAIMS ACCOUNT			
CALVERT EAVES CLARKE & STELLY LLP	1,045.32	446710	1,045.32**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	1,423.13	446636	
TRISTAR RISK MANAGEMENT	5,843.33	446637	7,266.46**
SHERIFF'S FORFEITURE FUND			

PGM: GMCOMMV2	DATE 05-21-2018	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
AIRCRAFT SPRUCE & SPECIALTY	188.23	446603
ORANGE COUNTY ASSOCIATION FOR	245.00	446605
INTERSTATE ALL BATTERY CENTER - BMT	202.95	446659
SILSBEE FORD INC	31,237.05	446691
K-9 CONCEPTS INC	42,500.00	446739
		74,373.23**
DISTRICT CLERK FILING FEE		
JEFFERSON CTY. DISTRICT CLERK	45.00	446560
JUDICIAL SUPPORT FUND		45.00**
JEFFERSON CTY. DISTRICT CLERK	42.00	446560
ELECTRONIC FILING FEE		42.00**
JEFFERSON CTY. DISTRICT CLERK	30.00	446560
JUD/CT PERSONNELTRNG 100%		30.00**
JEFFERSON CTY. DISTRICT CLERK	5.00	446560
PAYROLL FUND		5.00**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,355.00	446500
CLEAT	288.00	446501
JEFFERSON CTY. TREASURER	14,330.37	446502
RON STADTMUELLER - CHAPTER 13	150.00	446503
INTERNAL REVENUE SERVICE	150.00	446504
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,320.00	446505
JEFFERSON CTY. COMMUNITY SUP.	9,654.19	446506
JEFFERSON CTY. TREASURER - HEALTH	513,871.57	446507
JEFFERSON CTY. TREASURER - GENERAL	20.00	446508
JEFFERSON CTY. TREASURER - PAYROLL	1,667,918.13	446509
JEFFERSON CTY. TREASURER - PAYROLL	586,438.35	446510
MONEY LIFE INSURANCE OF AMERICA	116.23	446511
POLICE & FIRE FIGHTERS' ASSOCIATION	2,430.85	446512
TGSLC	362.81	446513
US DEPARTMENT OF EDUCATION	214.63	446514
JEFFERSON CTY. TREASURER - TCDRS	631,495.33	446515
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,564.99	446516
JEFFERSON COUNTY TREASURER	2,822.07	446517
JEFFERSON COUNTY - TREASURER -	6,830.36	446518
NECHES FEDERAL CREDIT UNION	44,112.11	446519
JEFFERSON COUNTY - NATIONWIDE	52,286.45	446520
WILLIAM E HEITKAMP	748.53	446521
JOHN TALTON	2,066.15	446522
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	446523
BELINDA M ZURITA	230.77	446524
		3,556,826.74**
APPELLATE JUDICIAL SYSTEM		
JEFFERSON CTY. DISTRICT CLERK	5.00	446560
DISTRICT CRT RECORDS TECH		5.00**
JEFFERSON CTY. DISTRICT CLERK	10.00	446560
MARINE DIVISION		10.00**
ENTERGY	489.14	446552
JACK BROOKS REGIONAL AIRPORT	496.00	446559
SETZER HARDWARE, INC.	105.47	446582
AT&T	83.32	446584
SIERRA SPRING WATER CO. - BT	96.29	446622
		1,270.22**
2015 PORT SECURITY GRANT		
GOSS BUILDING INC	36,487.75	446706
		36,487.75**
		4,359,878.59***



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 21st day of May, 2018, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, Frank Adams has devoted 27 years of his life to the service of the citizens of Jefferson County; and,

WHEREAS, Frank Adams first began his career in 1990 as a Correctional Officer for the Jefferson County Sheriff's Office; and,

WHEREAS, Frank Adams has overseen the Mid County Maintenance and through hard work and dedication completed many upgrades and maintenance improvements throughout the building inventory of Precinct 2; and,

WHEREAS, Frank Adams has dedicated his talents and services to help maintain a reputable and safe maintenance department within Precinct 2 providing maintenance for Precinct 2 Service Center, JP 7 office, Constable Pct 7 office, Environmental Control, Voting office, Community Room, Mid County Tax office, and JP 4 office; and,

WHEREAS, through hard work, dedication, and commitment to excellence, Frank Adams has earned the respect and admiration of his colleagues throughout Jefferson County, and the citizens of Jefferson County; and,

WHEREAS, having made significant contributions to the Jefferson County, Frank Adams is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends, and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend Frank Adams for his dedicated services as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 21st day of May, 2018.

JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners’ Court of Jefferson County, Texas, held on the 21st day of May, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

**Julie Rogers “Gift of Life” Program
June 2018 • National Men’s Health Month Proclamation**

WHEREAS, June, National Men’s Health Month, is an awareness initiative to inform the public about men’s preventable health problems and to encourage early detection and treatment of diseases; and

WHEREAS, Gift of Life and local healthcare organizations will provide medically underserved men with free prostate cancer tests and other important screenings, along with educational outreach to enhance the health and well-being of Southeast Texans at targeted screening locations in Beaumont, Port Arthur and Orange; and

WHEREAS, since 2000, the Gift of Life has made available more than 9,300 free prostate cancer screenings and helped extend the lives of 74 men who have been diagnosed with prostate cancer, with all screenings, diagnostic tests and cancer treatment costs entirely paid for by the Gift of Life; and

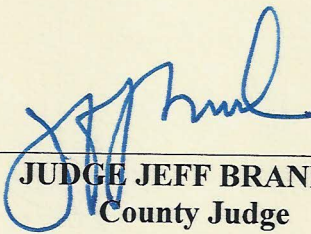
WHEREAS, early detection is the best protection, and statistics reflect that the five-year survival rate for men whose prostate cancer is diagnosed early is nearly 100 percent; and

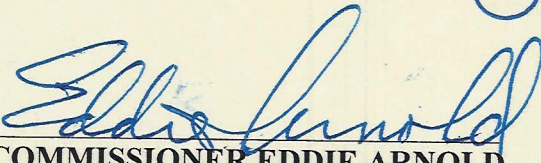
WHEREAS, 27% of adults living in Jefferson County lack health insurance, which is significantly higher than the state average of 23% of Texas adults; and

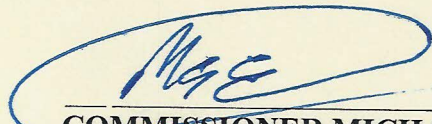
WHEREAS, through the support of newly established Regional Healthcare Consortiums, the Gift of Life, along with community leaders and advocates, will advance health equity for Southeast Texans; and

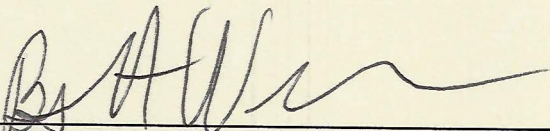
NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim June 2018 as Men’s Health Month in Jefferson County, and May 21 as the Gift of Life Program’s Men’s Health Awareness Day in Jefferson County, and we urge all men in our community to pursue preventive health practices and early detection efforts.

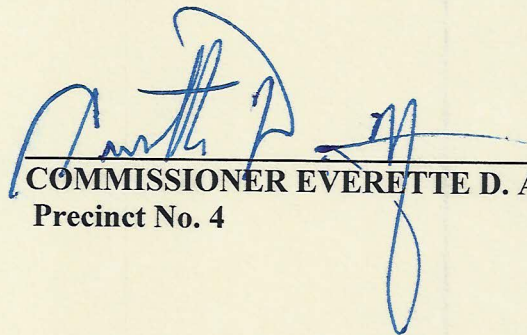
Signed this 21st day of May, 2018.


JUDGE JEFF 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



BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
PHONE: (409) 833-9182
FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

May 15, 2018

Via Hand Delivery

Jefferson Co. Commissioners Court
c/o Hon. Jeff Branick, County Judge
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 3 – Fiscal Year 2016-17 Audit Report
B&O File No. 86971.

Dear Judge Branick and County Commissioners,

Enclosed please find Jefferson County Emergency Services District No. 3's annual audit report for the fiscal year ended September 30, 2017, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: 

Joshua C. Heinz

JCH/jcr
Enclosure

cc: **Via Email**
Hon. Jeff Branick, County Judge
Mr. Fred Jackson
Board of Commissioners, JCESD No. 3
District Chief, JCESD No. 3

JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 3

ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

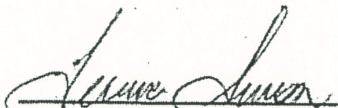
JEFFERSON COUNTY
EMERGENCY SERVICES
DISTRICT NO. 3

Annual Financial Report

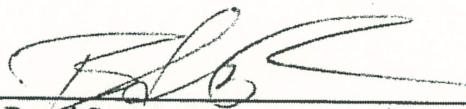
For the Year Ended September 30, 2017

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2017 at a meeting of the Board of Commissioners held on the 14th day of May, 2017.



Board President



~~Board Secretary~~
Vice president

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2017

TABLE OF CONTENTS

	<u>EXHIBIT</u>	<u>PAGE</u>
INTRODUCTORY SECTION		
Listing of Officials		1
FINANCIAL SECTION		
Independent Auditors' Report on Financial Statements		2
Management's Discussion and Analysis (Required Supplementary Information)		4
<u>Basic Financial Statements</u>		
Government-Wide Financial Statements:		
Statement of Net Position	A	10
Statement of Activities	B	11
Fund Financial Statements:		
Balance Sheet - Governmental Funds	C	12
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	C-1	13
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	D	14
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities	D-1	15
Notes to the Financial Statements		16
<u>Required Supplementary Information</u>		
Budgetary Comparison Schedules:		
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual - General Fund	E	25
COMPLIANCE SECTION		
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards		26

INTRODUCTORY SECTION

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**JEFFERSON COUNTY, TEXAS****FOR THE YEAR ENDED SEPTEMBER 30, 2017****Board of Commissioners**

Terrence Simon
Brandon Rose
Roy Morrell
Mike Doguet
Brandon Rose

President
Vice President
Secretary
Treasurer
Assistant Treasurer

Command Staff

Doug Saunders

Fire Chief

FINANCIAL SECTION

J. R. Edwards & Associates, LLC

Certified Public Accountants

April 30, 2018

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.3, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 3, as of September 30, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Board of Commissioners
Jefferson County Emergency Services District No. 3
Page 2

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

J.R. Edwards & Associates, LLC

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2017

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 3 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2017. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$1,228,282 at September 30, 2017.
- During the year, the District's revenues were \$30,921 more than the \$303,811 generated in expenses for governmental activities.
- The general fund reported a fund balance this year of \$424,277. All is for unrestricted use by the District.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2017

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- **Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-24 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 25 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$1,228,282 at September 30, 2017. (See Table I)

Table I
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Net Position

	September 30, 2017	September 30, 2016
Current and Other Assets	\$ 444,691	\$ 328,237
Capital Assets	1,160,599	1,051,079
Total Assets	<u>1,605,290</u>	<u>1,379,316</u>
Long-term Liabilities	296,449	122,853
Other Liabilities	80,559	59,102
Total Liabilities	<u>377,008</u>	<u>181,955</u>
Net Assets:		
Invested in Capital Assets Net of Related Debt	784,980	870,483
Unrestricted	443,302	326,878
Total Net Position	<u>\$ 1,228,282</u>	<u>\$ 1,197,361</u>

Approximately \$780,000 of the District's net position represents investments in capital assets net of related debt. The \$443,302 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The District's total revenues were \$334,732. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than one percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$303,811. The net position of the District for the current year increased \$30,921 (see Table II on page 7 of this report).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2017

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Changes in Net Position

	September 30, 2017	September 30, 2016
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	301,424	313,055
Grants & Prostate Contribution	4,935	12,150
Miscellaneous	28,373	32,786
Total Revenue	<u>334,732</u>	<u>357,991</u>
Expenses:		
General government	40,524	40,327
Fire and emergency services	263,287	268,611
Total Expenses Governmental Activities	<u>303,811</u>	<u>308,938</u>
Increase (Decrease) in Net Assets	30,921	49,053
Net Position - October 1 (Beginning)	<u>1,197,361</u>	<u>1,148,308</u>
Net Position - September 30 (Ending)	<u>\$ 1,228,282</u>	<u>\$ 1,197,361</u>

GOVERNMENTAL ACTIVITIES

- Property tax rates were set at \$.08753 per \$100 valuation for M&O. The rate for 2017-2018 is set at \$.08753 per \$100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There were few budget amendments for the 2016-2017 year and all were approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2017 the District had \$1.1 million (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

	September 30, 2017	September 30, 2016
Buildings and Improvements	\$ 273,000	\$ 273,000
Emergency equipment and vehicles	1,128,254	1,128,254
Land	209,413	-
Totals	<u>1,610,667</u>	<u>1,401,254</u>
Less Accumulated Depreciation:		
Buildings and Improvements	(45,167)	(35,983)
Emergency equipment and vehicles	(404,901)	(314,192)
Total Accumulated Depreciation	<u>(450,068)</u>	<u>(350,175)</u>
Net Capital Assets	<u>\$ 1,160,599</u>	<u>\$ 1,051,079</u>

Long-Term Debt. At year-end, the District had \$375,619 in notes payable and tax exempt obligations outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Outstanding Debt

	September 30, 2017	September 30, 2016
Governmental activities:		
Contractual Obligations	\$ 65,377	\$ 92,585
Note Payable	310,242	88,011
Total	<u>\$ 375,619</u>	<u>\$ 180,596</u>

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

- Appraised value used for 2017-2018 budget preparation decreased slightly and the tax rate remained consistent.
- The amount of taxes levied for the 2017-2018 fiscal year decreased but expenditures are set to decrease, so fund balance is projected to increase for the next fiscal year.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District's Fire Chief, P.O. Box 697 China, Texas 77613.

BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT A

STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Primary Government
	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 418,612
Taxes receivable - net of allowance	20,410
Prepays	5,669
Capital assets:	
Buildings, property, and equipment, net	951,186
Land	209,413
Total Assets	<u>1,605,290</u>
LIABILITIES	
Accounts payable	1,389
Non-current liabilities:	
Due within one year	79,170
Due in more than one year	296,449
Total Liabilities	<u>377,008</u>
NET POSITION	
Net investment in capital assets	784,980
Unrestricted	443,302
Total Net Position	<u>\$ 1,228,282</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2017

EXHIBIT B

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities
Governmental activities:				
General government	\$ 40,524	\$ -	\$ -	\$ (40,524)
Fire and emergency services	263,287	-	-	(263,287)
Total governmental activities	303,811	-	-	(303,811)
Total Primary Government	\$ 303,811	\$ -	\$ -	\$ (303,811)
Property taxes, penalties and interest				301,424
Contributions not restricted to specific programs				4,935
Other miscellaneous				28,373
Total general revenues				334,732
Change in Net Position				30,921
Net Position- Beginning				1,197,361
Net Position - Ending				\$ 1,228,282

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 BALANCE SHEET - GOVERNMENTAL FUNDS
 SEPTEMBER 30, 2017

EXHIBIT C

	Total Governmental Funds <u>General Fund</u>
ASSETS:	
Cash and cash equivalents	\$ 418,612
Property taxes receivable (net of allowances for doubtful accounts)	20,410
Prepaid items	<u>5,669</u>
TOTAL ASSETS	<u>\$ 444,691</u>
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	\$ 1,389
TOTAL LIABILITIES	<u>1,389</u>
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	<u>19,025</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>19,025</u>
FUND BALANCES:	
Unassigned Fund Balance	<u>424,277</u>
Total fund balances	<u>424,277</u>
TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	<u>\$ 444,691</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO
 THE STATEMENT OF NET POSITION
 SEPTEMBER 30, 2017

EXHIBIT C-1

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 424,277
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,160,599
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(375,619)
Recognition of deferred revenue as revenue increases net position.	<u>19,025</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u>\$ 1,228,282</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES - GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED SEPTEMBER 30, 2017

EXHIBIT D

	Total Governmental Funds General Fund
REVENUES	
Property taxes, penalties and interest	\$ 297,908
Other miscellaneous	33,308
Total revenue	<u>331,216</u>
EXPENDITURES:	
Current:	
General government	40,524
Fire and emergency services	372,805
Total expenditures	<u>413,329</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(82,113)</u>
OTHER FINANCING SOURCES (USES)	
Issuance of debt	250,000
Principal payments on loan	(54,978)
Total other financing sources and uses	<u>195,022</u>
NET CHANGE IN FUND BALANCES	112,909
FUND BALANCES - BEGINNING	<u>311,368</u>
FUND BALANCES - ENDING	<u>\$ 424,277</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

Net change in fund balances - total governmental funds (Exhibit D) \$ 112,909

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay	\$ 209,413	
Depreciation	<u>(99,894)</u>	109,519

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

(195,022)

Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period.

3,515

Change in net position of governmental activities (Exhibit B)

\$ 30,921

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Jefferson County Emergency Services District No. 3 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On November 8, 2011, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On November 8, 2011, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 3. The District was formed on October 1, 2012 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the City of Nome and the City of China Volunteer Fire departments. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2017

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30th, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2017

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Cash and Investments

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G. Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J. Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2017

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

K. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

M. Implementation of New Standards

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through April 30, 2018, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was \$418,612 and the bank balance was \$417,812. At September 30, 2017 the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, \$250,000 was covered by federal depository insurance. The remaining bank balance was collateralized by securities held by the District's agent in name of the District.

NOTE 3: PROPERTY TAXES

Property taxes are collected by Allison Nathan Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2017 was \$.08753 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2016 was \$339,351,785. Property taxes receivable for 2017 are \$34,016 net of allowance for doubtful accounts of \$13,606.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2017

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2017 was as follows:

Governmental Activities	Beginning Balance	Current Year		Ending Balance
		Increases	Decreases	
Capital assets being depreciated:				
Buildings	\$ 273,000	\$ -	\$ -	\$ 273,000
Fire equipment and vehicles	1,128,254	-	-	1,128,254
Total capital assets being depreciated:	1,401,254	-	-	1,401,254
Less accumulated depreciation:				
Buildings	(35,983)	(9,183)	-	(45,166)
Fire equipment and vehicles	(314,192)	(90,710)	-	(404,902)
Total accumulated depreciation	(350,175)	(99,893)	-	(450,068)
Total capital assets being depreciated, net	1,051,079	(99,893)	-	951,186
Capital assets not being depreciated	-	209,413	-	209,413
Governmental activities capital assets, net	\$ 1,051,079	\$ (99,893)	\$ -	\$ 1,160,599

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Public Safety	\$ 99,893
Total Depreciation Expense - Governmental Activities	\$ 99,893

NOTE 5: SHORT TERM DEBT

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained an unsecured line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Community Bank of Texas, N.A. Borrowings are permitted up to \$100,000 and interest is payable monthly at a rate of 2.15% per annum based on year of 360 days. There was no outstanding balance as of September 30, 2017.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2017

NOTE 6: LONG TERM DEBT

The District entered into loan agreements for the purchase of vehicles for fire and emergency services.

Long-term debt at September 30, 2017, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2013	132,475	2020	\$20,000	2.15%	52,475
2014	38,841	2018	\$7,768	2.15%	7,768
2017	250,000	2027	\$29,882	3.38%	250,000
					<u>\$ 310,243</u>

Interest on the 2013 loan shall be computed at a fixed rate of 2.15% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate. Adjustments in the varying rate in interest will be made on each anniversary date of the note beginning March 1, 2016.

The District entered into a tax exempt master lease-purchase agreement with Oshkosh Capital for the purpose of financing a pump truck. The contract is designated as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. Amounts outstanding as of September 30, 2016 are as follows:

Date of Issue	Original Issue	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2014	\$ 150,000	2018	\$32,688	5.69%	<u>\$ 65,376</u>

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total
2018	79,170	2,801	81,971
2019	70,027	1,391	71,418
2020	42,901	472	43,373
2021	23,675	6,207	29,882
2022	24,476	5,410	29,886
2023 and after	135,370	19,445	154,815
Total	<u>\$ 375,619</u>	<u>\$ 35,726</u>	<u>\$ 411,345</u>

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2017

NOTE 6: LONG TERM DEBT, Continued

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2015, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Contractual Obligations	92,585	-	27,210	65,375	29,974
Loan payable	88,012	250,000	27,768	310,244	49,196
Governmental activities					
Long-Term Liabilities	<u>\$ 180,597</u>	<u>\$ 250,000</u>	<u>\$ 54,978</u>	<u>\$ 375,619</u>	<u>\$ 79,170</u>

NOTE 7: OTHER INFORMATION

A. Interlocal Agreement

The District continues an agreement with the Orange County Emergency Services District No. 1 (ESD No. 1) of Orange County, Texas for the exchange of dispatch services. ESD No. 1 shall be responsible for providing necessary communication services to the District as stated in the agreement. All dispatch personnel shall be employees of ESD No. 1 and subject to all rules and regulations regarding ESD No. 1 employees. The District shall be responsible for maintaining its own radio equipment and related equipment maintenance as needed for the provision of communication services provided. The District agrees to pay the ESD No. 1 \$13,000 annually for these services. An amended agreement will be required if any additional costs are incurred.

B. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

C. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2017

NOTE 8—LEASES

Operating Leases

The District is committed under an operating lease that can be canceled with 120 days' notice, for the use of the Nome Fire Station (in the General Fund). Future minimum operating lease commitments are as follows:

Year ending September 30,

2018	\$ 600
2019	600
2020	600
2021	600
Total	<u>\$ 2,400</u>

The above lease contains two automatic five year renewal terms.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXHIBIT E
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - GENERAL FUND
 FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Property taxes, penalties and interest	\$ 295,000	\$ 297,908	\$ 2,908
Other miscellaneous	37,078	33,308	(3,770)
Total revenue	<u>332,078</u>	<u>331,216</u>	<u>(862)</u>
EXPENDITURES			
Current:			
General government	39,453	40,524	(1,071)
Fire and emergency services	415,163	372,805	42,358
Total expenditures	<u>454,616</u>	<u>413,329</u>	<u>41,287</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(122,538)</u>	<u>(82,113)</u>	<u>40,425</u>
OTHER FINANCING SOURCES (USES)			
Principal Payments on loan	(57,743)	(54,978)	2,765
Issuance of debt	-	250,000	250,000
Total other financing sources and uses	<u>(57,743)</u>	<u>195,022</u>	<u>252,765</u>
NET CHANGE IN FUND BALANCES	(180,281)	112,909	293,190
FUND BALANCES AT BEGINNING OF YEAR	<u>292,313</u>	<u>311,368</u>	<u>19,055</u>
FUND BALANCE AT END OF YEAR	<u>\$ 112,032</u>	<u>\$ 424,277</u>	<u>\$ 312,245</u>

The accompanying notes are an integral part of this financial statement.

COMPLIANCE SECTION

J. R. Edwards & Associates, LLC

Certified Public Accountants

April 30, 2018

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3 (District), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated April 30, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 3 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an

Jefferson County Emergency Services District No. 3
Page 2

opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

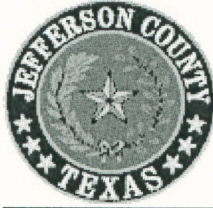
Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

J.R. Edwards & Associates, LLC

**AGENDA ITEM****May 21, 2018**

Consider and possibly approve Jefferson County Amended Uniform Tax Abatement Policy-2019.



JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2019

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

DEFINITIONS

SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

- (b) **"Agreement"** means a contractual agreement between a property owner and/or lessee and the County.
- (c) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).
- (d) **"Base Year Value"** means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit "F-Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control.
- (e) **"Bulk Buys"** include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.
- (f) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.
- (g) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.
- (h) **"Eligible Facilities"** or "Eligible Projects" means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.
- (i) **"Eligible Property"** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(j) "**Expansion**" means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) "**Field Buys**" include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) "**Modernization**" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) "**Facility**" means property improvements completed or in the process of construction which together comprise an integral whole.

(n) "**New Facility**" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) "**Productive Life**" means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly

consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

Owner will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. Owner will remit use taxes on taxable purchases made for use in the Project directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) Local Employment. For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises. The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is

presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section II (e) shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and

completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seventh (7th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the seventh (7th) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE

SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the owner that, if at any time during the effective dates of an agreement relating to abatement, the owner files or prosecutes an action to contest the appraised value of any property of the owner or owner's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner or its affiliates shall become null and void and cancelled.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson County Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then

County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

(1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;

(2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or

(3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

**QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP
AN APPLICATION AND ECONOMIC IMPACT STATEMENT
FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

(1) Is your project within a city limit? _____. Name of City

(2) Is your project within an ETJ? Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the
OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ _____

Number of Acres: _____ or Square Feet: _____

(6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.)

Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

Value of Pollution Control Devices: It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements:

(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: _____

Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill?

(12) Amount property tax base valuation will be increased:

During term of abatement: _____

After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: _____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(23) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys."

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT “A”

JEFFERSON COUNTY APPRAISAL DISTRICT PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. -In accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner’s Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of “Base Year Value”

“Base Year Value” for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the “Base Year”. “Base year” is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of “Current Year Market Value”

“Current Year Market Value” for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the “Base Year Value.”

Calculation of “Taxable Value”

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

Calculation of Abated Value

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE AVAILABLE FOR ABATEMENT:

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE SUBJECT TO ABATEMENT:

The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount to determine the Value Subject to Abatement.

ABATED VALUE:

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.

**AGENDA ITEM****May 21, 2018**

Consider and possibly approve an extension of 30 days for Jefferson County ESD No. 4 to file their required Annual Audit, Pursuant to Section 775.082, Texas Health & Safety Code.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
 BBVA COMPASS BANK BUILDING
 3535 CALDER AVENUE, SUITE 300
 BEAUMONT, TEXAS 77706
 TELEPHONE: (409) 833-9182
 TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

May 14, 2018

Via Email

Jefferson Co. Commissioners Court
 c/o Hon. Jeff Branick, County Judge
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 4
 Extension for Filing Annual Audit Report
 B&O File No. 87102

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 4 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2016-17 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

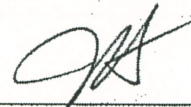
Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2018 deadline during which to file the District's audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 2016-17 would be due on or before July 1, 2018.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____



Joshua C. Heinz

JCH/jcr

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick
May 14, 2018
Page - 2 -

cc: *Via Email*

Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email

Jefferson Co. ESD No. 4
Sandra Melton, Treasurer
Pat Larson, District Manager
Mary Ellen Robertson, Accountant



RESOLUTION

STATE OF TEXAS

88

COMMISSIONERS COURT

COUNTY OF JEFFERSON

202

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 21st day of May 2018, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

PROPOSAL TO AVOID THE REMOVAL OF THE BROOKS ROAD OVERPASS ON INTERSTATE HIGHWAY 10

WHEREAS, the Texas Department of Transportation (TxDOT) will be making improvements along Interstate Highway 10 (IH-10) to meet the demands of increased traffic; and

WHEREAS, TxDOT has advised that, as part of their plans, they planned to remove the Brooks Road overpass and make improvements in this area of Interstate Highway 10 and that this proposed plan raised issues of safety concerns with respect to designs proposed at Smith Road and for the access road; and

WHEREAS, a public meeting was conducted on May 1, 2018 during which the public expressed considerable objections to the removal of the Brooks Road overpass; and

WHEREAS, TxDOT has recognized that the Jefferson County Commissioners Court and City Council of Beaumont considers the Brooks Road overpass to be a vital route that should remain open during times of emergencies and to provide access to facilities in that area; and

WHEREAS, the Jefferson County Commissioners Court recognizes that the current Brooks Road overpass has served and continues to serve as a route vital to the economic development of property currently accessible by Brooks Road;

WHEREAS, the removal of the Brooks Road overpass will cause unnecessary travel times, expense and increase traffic congestion for those who have relied upon access by the overpass; and

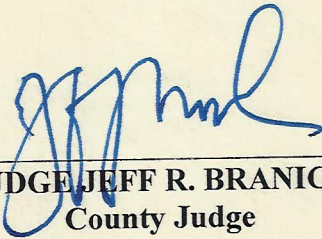
WHEREAS, TxDOT could make modifications that would not make removal of the Brooks Road overpass necessary by foregoing modifications at Smith Road; and

WHEREAS, it is in the best interest of Jefferson County residents to maintain the Brooks Road overpass; and

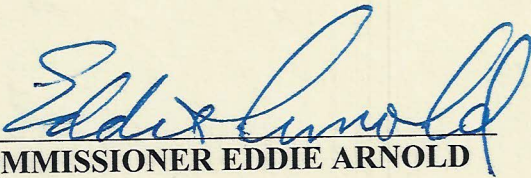
WHEREAS, the Commissioners Court does agree with the safety concerns expressed at the public hearing about the modifications proposed for ramps for Smith Road, eastbound.

NOW THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Jefferson County, Texas does request that TxDOT forego or postpone planned ramp modifications at Smith Road and Boyt Road overpass and give all necessary approvals to TxDOT to utilize funds available to allow the Brooks Road overpass to be placed, and also recommend that TxDOT and the County pursue funding from the Metropolitan Planning Organization and other sources for the replacement of the Boyt Road Overpass and improvements on the Smith Road service road.

SIGNED this 21st day of May, 2018.



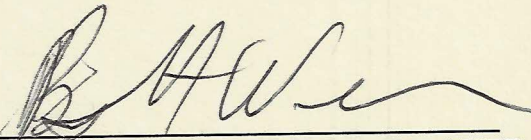
JUDGE JEFF R. BRANICK
County Judge



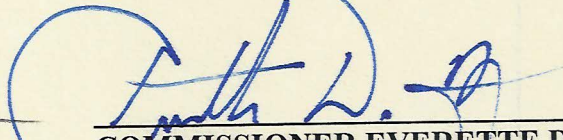
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Permit No. 05-P-18Precinct No. 4BOND# ROG 0001270APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)Date 5/2/2018HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Coastal Caverns, Inc. (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Ethylene(12-inch carbon steel pipe); Fiber Optic (2-inch conduit location of which is fully described as follows: w/ 4" carbon steel casing.
Highland Avenue (see as depicted on attached drawings)

4 pages of drawings attached.Construction will begin on or after June, 2018.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> road crossing @ \$100.00	\$ <u>100</u>
<u> </u> miles parallel @ \$150.00/mile or fraction	\$ <u> </u>
TOTAL	\$ <u>100</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Coastal Caverns, Inc.

By 

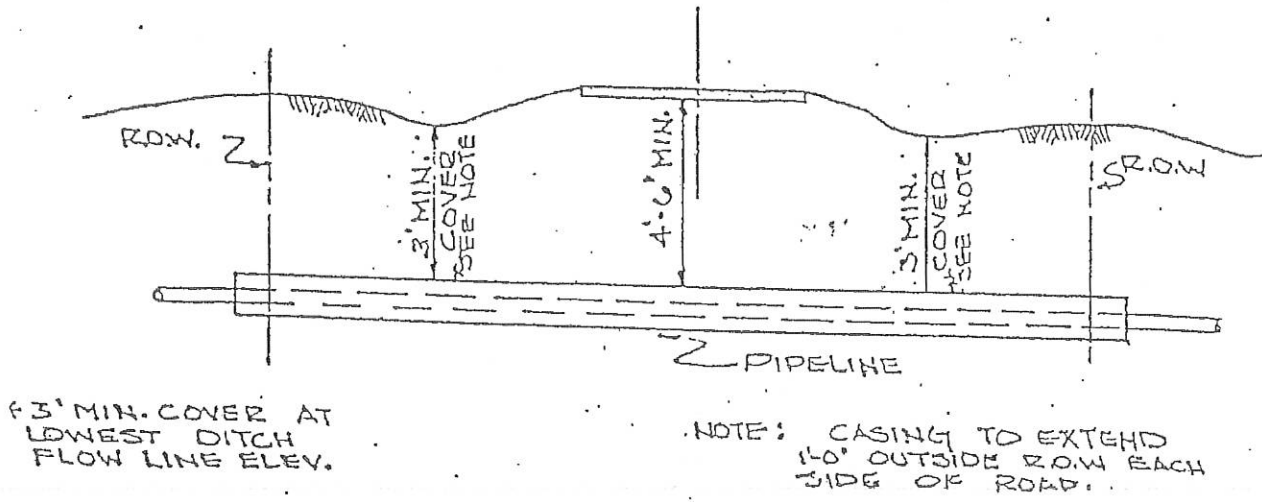
Title David Branch, Chief Operating Officer

Address 6045 Highland Avenue

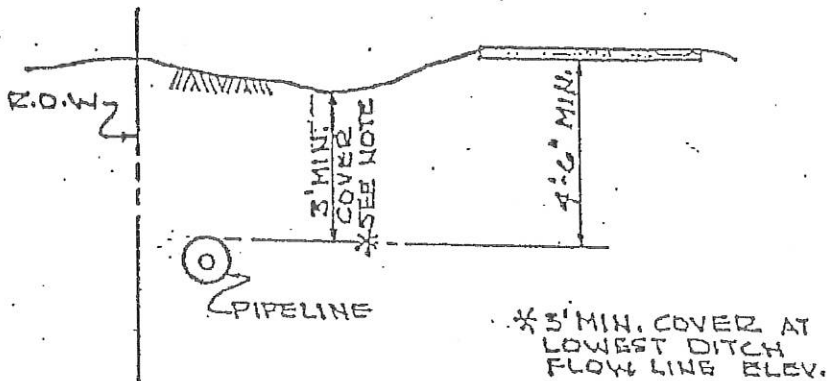
Beaumont, Texas 77720

Phone No. 832-500-7582

FAX No. —



1. STANDARD PIPELINE CROSSING



2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 5,000.00

Donald M. Rao
Director of Engineering

05/21/18
Date

COMMISSIONERS COURT ORDER

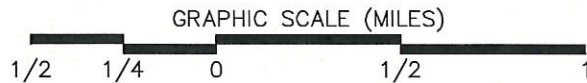
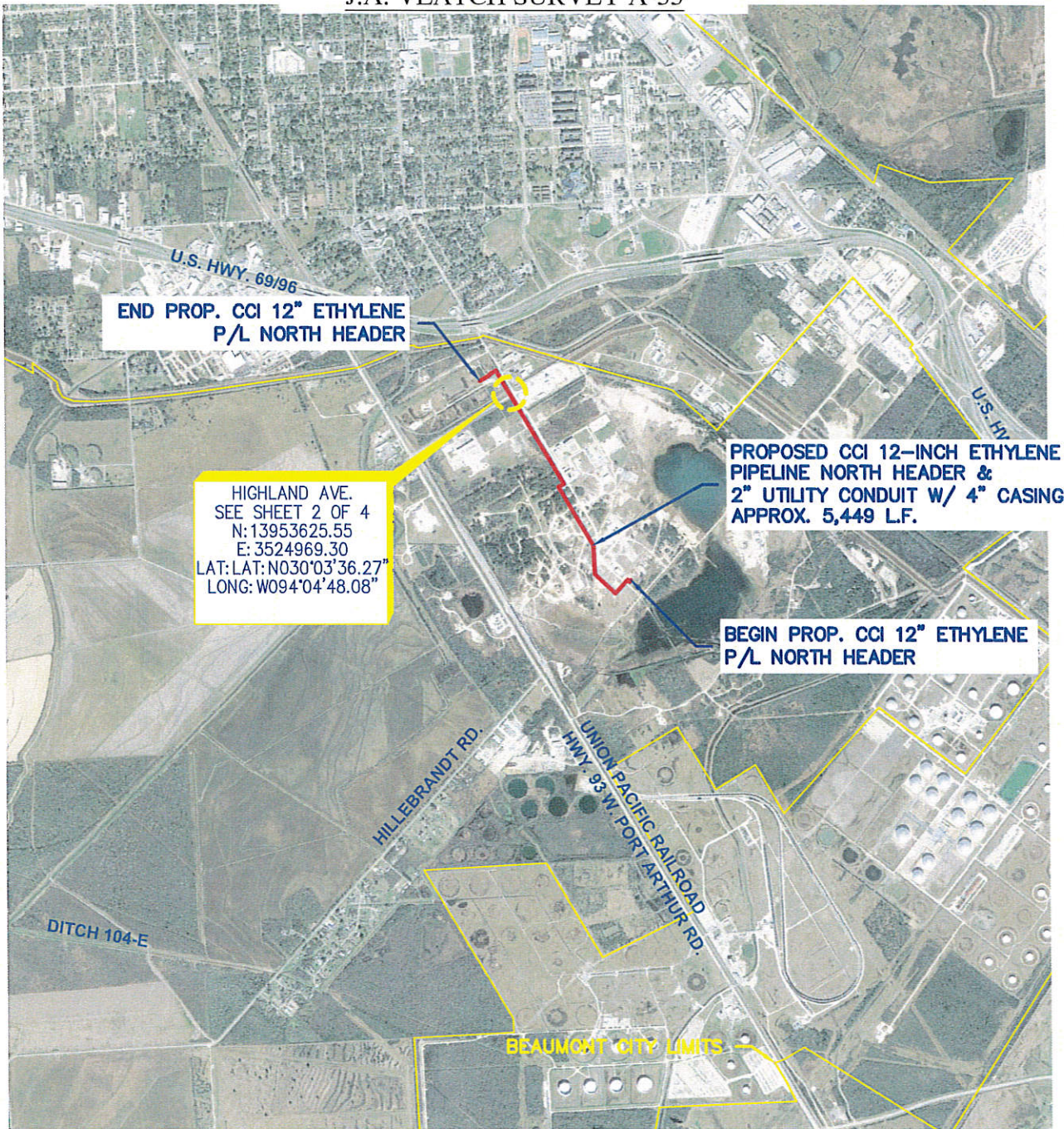
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 5,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By 
County Judge

JEFFERSON COUNTY, TEXAS

J.A. VEATCH SURVEY A-55



0	05/03/18	ISSUED FOR PERMIT ACQUISITION	HG
NO.	DATE	REVISION	BY

COASTAL CAVERNS, INC.

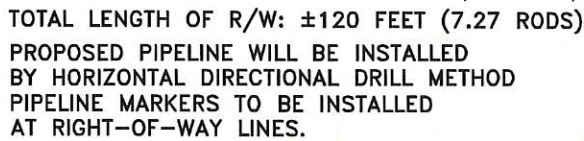
AERIAL ROUTE MAP
 PROPOSED CCI 12-INCH ETHYLENE PIPELINE NORTH HEADER
 & 2-INCH UTILITY CONDUIT WITH 4-INCH CASING
 JEFFERSON COUNTY ROAD CROSSING
 CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

mph
 Morris P. Hebert, Inc.
 surveying & engineering

Office Locations:
 -HOUMA FACILITY-
 283 Corporate Drive
 Houma, Louisiana 70360
 985-876-2731 FAX: 985-876-9052
 -HOUSTON FACILITY-
 10101 South West Freeway, Suite 630
 Houston, Texas 77054
 713-219-1470 FAX: 713-219-1471
 http://www.mphinc.com

DRAWN BY: HG	SHEET: 1 OF 4
CHECKED BY:	SCALE: AS INDICATED
APPROVED BY:	DATE: 04-02-18
DRAWING NO.: 12930-4651	

J.A. VEATCH SURVEY, A-55



(HORIZ. SCALE: 1"=40')
(VERT. SCALE: 1"=40')

COASTAL CAVERNS, INC.

PROPOSED CCI 12-INCH ETHYLENE PIPELINE NORTH HEADER
& 2-INCH UTILITY CONDUIT WITH 4-INCH CASING
JEFFERSON COUNTY ROAD CROSSING
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS



PROPOSED CCI 12-INCH ETHYLENE PIPELINE NORTH HEADER DESIGN DATA

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER:
COASTAL CAVERNS, INC.
6045 HIGHLAND AVE,
BEAUMONT TX, 77705
- 1.2 PIPELINE NAME: CCI 12-INCH ETHYLENE PIPELINE NORTH HEADER
- 1.3 PRODUCT: ETHYLENE
- 1.4 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED APRIL 2018.

2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE PIPELINE MUST MEET CFR TITLE 49 CFR PART 195 -
TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, TEXAS ADMINISTRATIVE CODE
(TAC) TITLE 16, CHAPTER 8, AND ASME B31.4-PIPELINE TRANSPORTATION SYSTEMS FOR
LIQUID HYDROCARBONS AND OTHER LIQUIDS.
- 2.2 OPERATING PRESSURE: 2220 PSIG (MAXIMUM OPERATING PRESSURE)
- 2.3 HYDROSTATIC TEST PRESSURE: 2775 PSIG (MINIMUM)
- 2.4 DESIGN FACTOR: 0.72

3.0 CARRIER LINE PIPE

- 3.1 OUTSIDE DIAMETER: 12.750"
- 3.2 WALL THICKNESS: 0.375"
- 3.3 PIPE SPECIFICATION: API 5L
- 3.4 SPECIFICATION MINIMUM YIELD STRENGTH: 60,000 PSI
- 3.5 MATERIAL: CARBON STEEL
- 3.6 PROCESS OF MANUFACTURE: ERW
- 3.7 EXTERIOR COATING: 14-16 MILS FBE + 22 MILS ARO COATING

4.0 CATHODIC PROTECTION

- 4.1 IMPRESSED CURRENT

5.0 CONSTRUCTION METHOD

- 5.1 PIPELINE WILL BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL METHOD
& BORE INSTALLATION METHODS.

0	05/03/18	ISSUED FOR PERMIT ACQUISITION	HG
NO.	DATE	REVISION	BY

COASTAL CAVERNS, INC.

PIPELINE DATA SHEET

PROPOSED CCI 12-INCH ETHYLENE PIPELINE NORTH HEADER
& 2-INCH UTILITY CONDUIT WITH 4-INCH CASING
JEFFERSON COUNTY ROAD CROSSING
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS



Office Locations:
 -HOUMA FACILITY-
 283 Corporate Drive
 Houma, Louisiana 70360
 985-879-2731 FAX: 985-876-9052
 -HOUSTON FACILITY-
 10101 South West Freeway, Suite 620
 Houston, Texas, 77054
 713-219-1470 FAX: 713-219-1471
<http://www.mphinc.com>

DRAWN BY: HG	SHEET: 3 OF 4
CHECKED BY:	SCALE: AS INDICATED
APPROVED BY:	DATE: 04/03/18
DRAWING NO.: 12930-4653	

PROPOSED 2-INCH CONDUIT & 4-INCH CASING DESIGN DATA

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER:
COASTAL CAVERNS, INC.
6045 HIGHLAND AVE,
BEAUMONT TX, 77705
- 1.2 PIPELINE NAME: 2-INCH CONDUIT
- 1.3 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED APRIL 2018.

2.0 CONDUIT DESIGN DATA

- 2.1 NOMINAL SIZE.....2.380"
- 2.2 WALL THICKNESS:.....0.216"
- 2.3 SPECIFICATION:.....DR11, PE 4710 IPS
- 2.4 MATERIAL: HDPE

3.0 CASING DESIGN DATA

- 3.1 NOMINAL PIPE SIZE.....4.500"
- 3.2 WALL THICKNESS:.....0.237"
- 3.3 PIPE SPECIFICATION:.....API 5L
- 3.4 SPECIFICATION MINIMUM YIELD STRENGTH: 35,000 PSI
- 3.5 MATERIAL: CARBON STEEL
- 3.6 PROCESS OF MANUFACTURE: ERW
- 3.7 EXTERIOR COATING: 14-16 MILS FUSION BOND EPOXY (FBE)

4.0 CATHODIC PROTECTION

- 4.1 N/A

5.0 CONSTRUCTION METHOD

- 5.1 UTILITY CONDUIT & CASING WILL BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL METHOD
& BORE INSTALLATION METHODS.

0	05/03/18	ISSUED FOR PERMIT ACQUISITION	HG
NO.	DATE	REVISION	BY

COASTAL CAVERNS, INC.

PIPELINE DATA SHEET
PROPOSED CCI 12-INCH ETHYLENE PIPELINE NORTH HEADER
& 2-INCH UTILITY CONDUIT WITH 4-INCH CASING
JEFFERSON COUNTY ROAD CROSSING
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS



DRAWN BY: HG	SHEET: 4 OF 4
CHECKED BY:	SCALE: AS INDICATED
APPROVED BY:	DATE: 04/03/18
DRAWING NO.: 12930-4654	

Job No. 12930-00

283 Corporate Drive
P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX



One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

May 9, 2018

Jefferson County Engineering Department
ATTN: Ernest Clement
1149 Pear Street, 5th Floor
Jefferson County Courthouse
Beaumont, Texas 77701



RE: Coastal Caverns, Inc.
Proposed 12-Inch Ethylene Pipeline and 2-inch Conduit – Exxon Connection
Application for Pipeline Permit

Dear Mr. Clement:

Coastal Caverns, Inc. is respectfully requesting authorization to install a 12-inch carbon steel pipeline and a 2-inch HPDE conduit line (installed inside a 4-inch carbon steel case) across a Jefferson County maintained road. The proposed pipeline and conduit will be bundled together and installed via horizontal directional drill across Highland Avenue.

Enclosed for your review is a permit application package including five signed originals, associated permit drawings, and a check made payable to Jefferson County in the amount of \$100, for the road crossing permit fee. The required bond in the amount of \$5,000.00 is also included.

If any additional information is required, please do not hesitate to contact me at (713) 219-4406 or at mtaylor@mphinc.com. Please send any correspondence to me at the Houston, Texas address above.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Marie Taylor'.

Marie Taylor
Environmental and Regulatory Services

Enclosures

BOND NO. ROG0001270

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Coastal Caverns, Inc. as Principal, and RLI Insurance Company, 2925 Richmond Avenue, Suite 1600, Houston, TX 77098, an Illinois corporation, as Surety, are held and firmly bound unto Jefferson County, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701, as Oblige, in the sum of Five Thousand and No/100 ----- Dollars (\$5,000.00-----) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been or is about to be granted a permit (the "Permit") by the Oblige for the purpose of constructing, maintaining, or repairing a 12-Inch Ethylene Pipeline and an associated Fiber Optic Line located at the Highland Avenue road crossing in Jefferson County.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. This Bond may be canceled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Oblige, and the Surety shall be relieved of any further liability under this Bond thirty (30) days after receipt of said notice by the Oblige, except for defaults occurring prior thereto.
2. The term of this Bond shall be from 05/07/2018 to 05/07/2019.
3. Any claim must be presented in writing during the term of this Bond to RLI Insurance Company to the attention of Greg E. Chilson, 2925 Richmond Avenue, Suite 1600, Houston, TX 77098.
4. Surety shall have no obligation to the Principal, the Oblige or any other person or entity for any loss suffered by the Principal, the Oblige or any other person or entity by reason of acts or omissions which are or could be covered by the Oblige's or the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance.
5. No right or action shall accrue under this Bond to or for the use or benefit of anyone other than the named Oblige.
6. The Oblige will issue a release of this Bond within a reasonable period, but in no instance longer than thirty (30) days after termination of the Permit.
7. Regardless of the number of years this Bond is in force, or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 7th day of May, 2018 the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

Coastal Caverns, Inc.

Principal

By [Signature] - CFO

RLI Insurance Company
2925 Richmond Ave, Suite 1600
Houston, TX 77098

Surety

By [Signature]
Michelle Madl, Attorney-in-Fact



POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. ROG0001270

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Michelle Madl in the City of Peoria, State of Illinois, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Five Thousand and 00/100 Dollars (\$ 5,000.00) for any single obligation, and specifically for the following described bond.

Principal: COASTAL CAVERNS, INC.

Obligee: Jefferson County

Bond Amount: \$ 5,000.00

Effective Date: May 7, 2018

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of May, 2018.

RLI Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 7th day of May, 2018.

RLI Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

A00AS817_SUBS

State of Illinois }
County of Peoria } SS



On this 7th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public





RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Acknowledgment of Surety

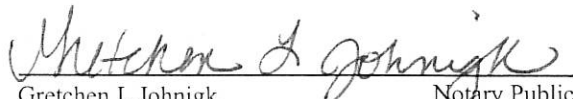
STATE OF Illinois }
COUNTY OF Peoria } ss.

On this 7th day of May, 2018, before me, a Notary Public in and for said County, personally appeared Michelle Madl, personally known to me, who being by me duly sworn did say that he/she is the aforesaid Attorney In Fact of the RLI Insurance Company of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

My Commission Expires:

05/26/2020


Gretchen L. Johnigk Notary Public





2925 Richmond Ave., Suite 1600
Houston, TX 77098
Phone: (713)961-1300 Fax: (713)961-0285

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at (800)223-2293.

You may also write to **RLI Insurance Company** at:

2925 Richmond Ave., Suite 1600
Houston, TX 77098
FAX # (713)961-0285

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: 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 contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al (800)223-2293.

Usted tambien puede escribir a **RLI Insurance Company**:

2925 Richmond Ave., Suite 1600
Houston, TX 77098
FAX # (713)961-0285

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, May 10, 2018 8:55 AM
To: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us)
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); ggross@co.jefferson.tx.us; 'Jody Jannise' (jjannise@co.jefferson.tx.us)
Subject: Civil Construction Plans for The Chateau Nielle Of South Pine Island - A Private Subdivision
Attachments: The Chateau Niell Of South Pine Island Construction Plans & Prelim Plat.pdf; The Chateau Niell Of South Pine Island _Correspondence.pdf

Commissioner Arnold,

Attached is a PDF of the civil construction plans for The Chateau Nielle of South Pine Island, a private subdivision. This subdivision is located off of South Pine Island Road in Precinct #1. This subdivision is in the City of Beaumont ETJ. These plans have reviewed by Jefferson County Engineering, City of Beaumont and Drainage District #6. I have also enclosed a PDF of the comments regarding this subdivision.

I will be placing this plat on the Agenda for Monday, May 21st, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
 Jefferson County Engineering
 1149 Pearl 5th Floor
 Beaumont, TX 77701
 Offc. 409 835-8584
 Fax. 409 835-8718
 email: peped@co.jefferson.tx.us

CIVIL CONSTRUCTION PLANS FOR THE CHATEAU NIELLE OF SOUTH PINE ISLAND A PRIVATE SUBDIVISION JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
JEFFERSON COUNTY

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____ A.D. 2018, AUTHORIZING THE APPROVAL OF PLANS FOR CONSTRUCTION OF ROADWAYS AND DRAINAGE. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREET/ROADS, DRAINAGE, OR ANY IMPROVEMENT.

EDDIE ARNOLD
COMMISSIONER, PRECINCT 1
JEFFERSON COUNTY, TEXAS

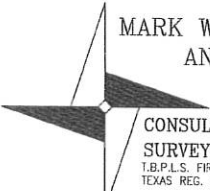
BRENT WEAVER
COMMISSIONER, PRECINCT 2
JEFFERSON COUNTY, TEXAS

MICHAEL SINEGAL
COMMISSIONER, PRECINCT 3
JEFFERSON COUNTY, TEXAS

EVERETTE "BO" ALFRED
COMMISSIONER, PRECINCT 4
JEFFERSON COUNTY, TEXAS

JEFF BRANICK
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

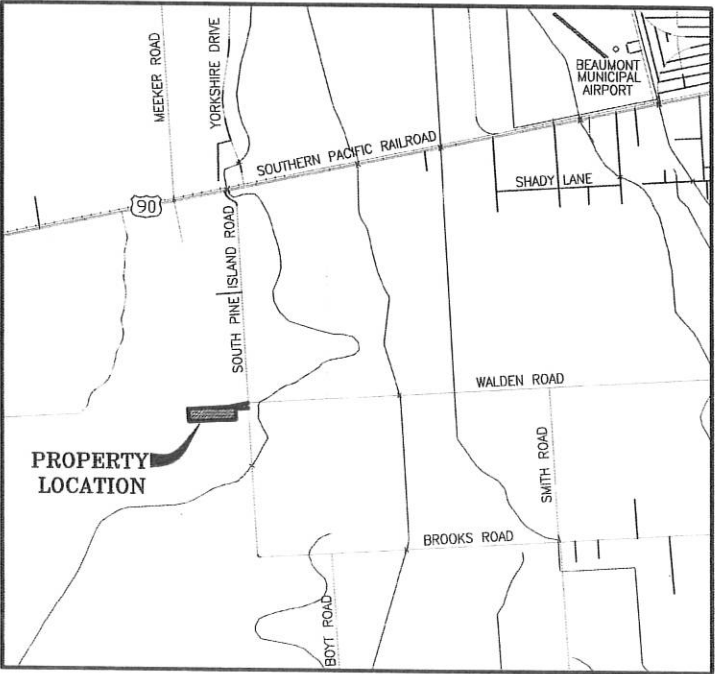
DON RAO
DIRECTOR OF ENGINEERING
JEFFERSON COUNTY, TEXAS



MARK W. WHITELEY
AND ASSOCIATES
INCORPORATED
CONSULTING ENGINEERS,
SURVEYORS, AND PLANNERS ©
T.B.P.L.S. FIRM NO. 10106700
TEXAS REG. ENG. FIRM NO. F-2633

P. O. BOX 5492
BEAUMONT, TEXAS 77726-5492
409-892-0421

3250 EASTEX FRWY.
BEAUMONT, TEXAS 77703
(FAX) 409-892-1346



VICINITY MAP

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

DOUG CANANT, P.E.
DISTRICT ENGINEER

DATE _____

MEEKER MUNICIPAL WATER DISTRICT

BILLY KINNEY
PRESIDENT

DATE _____

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PRELIMINARY PLAT
3	GENERAL NOTES, QUANTITY SUMMARY & TYPICAL SECTIONS
4-5	PLAN & PROFILE (LANA LANE)
6	PLAN & PROFILE (PRIVATE DITCH)
7	PROPOSED DRAINAGE AREA MAP
8	HYDRAULIC COMPUTATIONS
9	STANDARD DETAILS
10	PROPOSED EROSION CONTROL PLAN & DETAILS



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS S. ROWE, P.E. 68100, ON FEBRUARY 5, 2018.

Thomas S. Rowe

FEBRUARY 2018

GENERAL NOTES:

THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION ACTIVITIES IN A CONTINUOUS AND ORDERLY MANNER. WHERE INSTALLATION OF ONE PART OF WORK IS DEPENDENT, OR OTHER WORK IS REQUIRED OUTSIDE OF THE SCOPE OF THIS CONTRACT TO BE PERFORMED BY OTHERS, THE CONTRACTOR SHALL COORDINATE ACTIVITIES WITH THE OWNER AND ENGINEER TO AVOID CONFLICTS AND ENSURE ORDERLY PROGRESS OF THE WORK.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE JEFFERSON COUNTY RULES, SUBDIVISION AND DEVELOPMENT REGULATIONS, EXCEPT AS NOTED HEREIN AND APPROVED BY THE ENGINEER.

ALL ROADWAY MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TxDOT STANDARD SPECIFICATIONS, AND MANUFACTURER'S SPECIFICATIONS, UNLESS OTHERWISE SHOWN ON THE PLANS.

BEFORE EXCAVATING NEAR EXISTING UTILITIES, CONTACT THE UTILITY COMPANIES AND/OR THE UTILITY COORDINATING COMMITTEE FOR EXACT LOCATIONS TO PREVENT DAMAGE OR INTERFERENCE WITH PRESENT FACILITIES. NOTIFY THE UTILITY COORDINATING COMMITTEE AND THE TEXAS ONE CALL SYSTEM. THIS ACTION DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITIES UNDER THE TERMS OF THE CONTRACT OR THE PLANS AND SPECIFICATIONS. DAMAGE CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AND RESTORED TO SERVICE IN A TIMELY MANNER AT NO EXPENSE TO THE OWNER.

BEFORE STARTING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES. THE LOCATION OF UTILITIES SHOWN ON THESE PLANS WERE TAKEN FROM EXISTING PUBLIC RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A DISCREPANCY AND/OR CONFLICT IS DISCOVERED.

EXISTING MONUMENTS SHALL NOT BE DISTURBED WITHOUT PRIOR PERMISSION OF THE ENGINEER.

THE CONTRACTOR SHALL PROVIDE ANY SHORING NECESSARY TO PROTECT THE EMPLOYEES, THE WORK OR ANY EXISTING UTILITIES OR STRUCTURES IN ACCORDANCE WITH TxDOT STANDARD SPECIFICATION ITEM 402.

THE CONTRACTOR SHALL BACKFILL EXISTING DITCHES, RAVINES, SWALES, AND ALL WATERWAYS NOT SPECIFICALLY DESIGNATED TO REMAIN. ALL LARGE DEBRIS, ORGANIC MATERIAL, AND A MINIMUM OF 12-INCHES OF EXISTING SOIL LINING SHALL BE REMOVED PRIOR TO BACKFILLING. BACKFILL SHALL BE SELECT MATERIAL PLAIN IN MAXIMUM 9-INCH LIFTS AND COMPACTED TO 95% STANDARD PROCTOR. SELECT MATERIAL FOR BACKFILL MUST BE APPROVED BY THE ENGINEER.

CONTRACTOR TO KEEP AT LEAST ONE SET OF PLANS AND SPECIFICATIONS ON JOB SITE AT ALL TIMES.

BEFORE ORDERING ANY MATERIAL OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS OF ANY EXISTING WORK AND SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS. ANY DIFFERENCES WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE ENGINEER FOR CONSIDERATION BEFORE PROCEEDING WITH THE WORK. NO EXTRA COMPENSATION WILL BE ALLOWED BECAUSE OF DIFFERENCES BETWEEN ACTUAL DIMENSIONS AND MEASUREMENTS INDICATED ON THE WORK DRAWINGS. SUBSURFACE INFORMATION IS NOT AVAILABLE. CONTRACTOR SHALL CONDUCT ALL SUBSURFACE INVESTIGATIONS TO DETERMINE TO HIS SATISFACTION THE SUBSOIL CONDITIONS AND ITS EFFECT ON THE REQUIRED CONSTRUCTION AND SHALL COMPLETE THE WORK AS REQUIRED WITHOUT ADDITIONAL COST TO THE OWNER.

PUBLIC OR PRIVATE PROPERTY THAT IS DESTROYED OR REMOVED BY THE CONTRACTOR DURING THE CONSTRUCTION SHALL BE REPLACED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR.

CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, PLANTS AND SHRUBS ALONG THE WORK SITE. NO TREE, PLANT OR SHRUB SHALL BE REMOVED UNLESS IT INTERFERES UNDOUBLY WITH THE CONSTRUCTION WORK. PERMISSION FOR SUCH REMOVAL MUST FIRST BE OBTAINED FROM THE OWNER.

THE CONTRACTOR SHALL EXERCISE ALL POSSIBLE CARE TO PREVENT DESTRUCTION OF LOT STAKES AND OTHER SURVEYING CONTROL POINTS. IF IN THE ENGINEER'S JUDGMENT, THE CONTRACTOR IS NEGLIGENT IN THE PROTECTION OF SUCH WORK, THE ENGINEER MAY CHARGE THE CONTRACTOR FOR COSTS INCURRED IN THE REPLACEMENT OF LOST OR DAMAGED SURVEY WORK.

THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UNDERGROUND OBSTACLES. IT IS NOT REPRESENTED THAT THE DRAWINGS SHOW ALL UNDERGROUND OBSTACLES. THE CONTRACTOR SHALL EXERCISE CAUTION TO PREVENT DAMAGE TO EXISTING FACILITIES DURING THE PROGRESS OF THE CONSTRUCTION WORK, TAKING CARE TO LOCATE SAME. THE CONTRACTOR SHALL MAKE GOOD ALL DAMAGE TO EXISTING UTILITIES RESULTING FROM HIS OPERATIONS. SHOULD THE CONTRACTOR, IN THE LAYOUT OF HIS WORK, ENCOUNTER ANY PIPE, UNDERGROUND UTILITY, OR STRUCTURE, THE LOCATION OF WHICH HAS NOT BEEN FURNISHED TO HIM BY THE ENGINEER, HE SHALL BRING SUCH CONDITIONS TO THE ATTENTION OF THE ENGINEER FOR HIS DETERMINATION OF THE METHOD TO BE USED TO REMOVE OR BYPASS SUCH OBSTRUCTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST AND KEEP CURRENT A TEXAS ONE CALL TICKET.

PERMITS, FEES AND LICENSES NECESSARY FOR THE PURSUIT OF THE WORK SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.

THE WORK SITE SHALL BE KEPT REASONABLY CLEAN AT ALL TIMES. SURPLUS MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR. IN FINAL CLEAN-UP OPERATIONS ALL EQUIPMENT, SCRAP MATERIALS AND TEMPORARY STRUCTURES SHALL BE REMOVED AND THE SITE LEFT CLEAN.

THE CONTRACTOR SHALL ADHERE TO ALL FEDERAL, STATE AND LOCAL RULES AND REGULATIONS CONCERNING TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES. ANY PERMITS NECESSARY SHALL BE OBTAINED BY THE CONTRACTOR.

CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES CROSSING THE STORM SEWER. FLOW LINES AND SIZES OF PROPOSED CULVERTS SHALL BE VERIFIED WITH THE PROPOSED GRADE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A DISCREPANCY AND/OR CONFLICT IS DISCOVERED.

THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE START OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.

WATER:

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF BEAUMONT SPECIFICATIONS AND STANDARDS AND MEEKER MUNICIPAL WATER DISTRICT STANDARDS FOR WATERLINE CONSTRUCTION, EXCEPT AS NOTED HEREIN AND APPROVED BY THE ENGINEER.

WATERLINE SHALL BE CONSTRUCTED A MINIMUM 48" BELOW GROUND OR DITCH BOTTOM, WHICHEVER IS LOWEST, IN ACCORDANCE WITH MEEKER MUNICIPAL WATER DISTRICT STANDARDS FOR WATERLINE CONSTRUCTION.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN, COORDINATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES WITHIN THE PROJECT AND/OR CROSSING OTHER UTILITIES.

CONTRACTOR SHALL SEQUENCE CONSTRUCTION SO AS TO AVOID INTERRUPTION OF WATER OR SANITARY SEWER SERVICES TO SURROUNDING AREAS.

CONTRACTOR SHALL CONTACT NECESSARY UTILITY COMPANIES PRIOR TO CONSTRUCTION IN ORDER TO LOCATE AND DISCONNECT SERVICES.

FOR ALL DISTURBED AREAS, CONTRACTOR SHALL REPLACE GRASS AND RESTORE PROPERTY TO ORIGINAL CONDITION.

FOR EACH SEWER AND WATER CROSSING, CONTRACTOR SHALL CENTER ONE JOINT OF THE WATER PIPE ON THE SEWER MAIN.

ALL WATER AND FORCE MAIN FITTINGS TO BE DUCTILE IRON (DI) WITH MECHANICAL JOINTS (MJ) AND THRUST BLOCKING AS REQUIRED.

PAVING AND DRAINAGE:

COST TO PREPARE RIGHT OF WAY SHALL BE FULL COMPENSATION TO REMOVE SHRUBS AND TREES FROM THE PROJECT.

BACKFILLING OF PIPE TRENCHES SHALL BE AS DIRECTED BY THE ENGINEER TO A MINIMUM DENSITY OF 90% PROCTOR.

PRIME COAT SHALL BE A BITUMINOUS MATERIAL OF THE TYPE EC AND GRADE 30. DISTRIBUTE THE BITUMINOUS MATERIAL SMOOTHLY AND EVENLY AT A RATE OF 0.15 GALLONS PER SQUARE YARD.

CURE EC-30 PRIME FOR 2 DAYS BEFORE PLACING SUBSEQUENT SURFACE COURSES UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

THE SURFACE COURSE CONSISTS OF TWO (2), ONE (1) COURSE SURFACE TREATMENT APPLICATIONS. USE ASPHALT TYPE CRS AND GRADE 2P, APPLIED AT A RATE OF 0.35 GALLONS PER SQUARE YARD. USE AGGREGATE TYPE B AND GRADE 4, APPLIED AT A RATE OF 1 CUBIC YARD PER 90 SQUARE YARDS.

CURE THE FIRST COURSE OF THE SURFACE TREATMENT AS DIRECTED PRIOR TO PLACING THE SECOND COURSE.

SWEEP ALL ROADWAYS WITH A POWERED ROTARY BROOM PRIOR TO PLACEMENT OF THE SURFACE TREATMENT TO REMOVE ALL LOOSE OR EXCESS MATERIAL OR DEBRIS. AFTER ROLLING, SWEEP AS SOON AS AGGREGATE HAS SUFFICIENTLY BONDED TO REMOVE EXCESS.

VEHICLES USED TO HAUL AGGREGATE FROM THE STOCKPILE TO THE CHIP SPREADER SHALL NOT BE OVERLOADED. ANY DAMAGE TO THE ROADWAY CAUSED BY THE VEHICLES WILL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE AND SUBSEQUENT LOADS SHALL BE REDUCED SO AS NOT TO CAUSE FURTHER DAMAGE.

ASPHALT SEASON STARTS MAY 1, AND ENDS ON SEPTEMBER 15.

IN ADDITION TO CLEANING BY BROOMING OF PAVED SURFACES TO BE SEALED, BLADING MAY ALSO BE NECESSARY TO CLEAN DIRT AND GRASS FROM EDGES OF THE PAVEMENT. THE COST OF THIS BLADING WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

THE AGGREGATE FOR THE SURFACE TREATMENT SHALL BE SURFACE DRY BEFORE APPLICATION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

AGGREGATE STOCKPILE LOCATIONS SHALL BE APPROVED PRIOR TO STOCKPILING.

WHEN DIRECTED, FLUSH AGGREGATE STOCKPILED FOR SURFACE TREATMENT WITH WATER TO REMOVE EXCESSIVE DUST PARTICLES, IN SUCH SEQUENCE THAT WILL PERMIT FREE WATER TO DRAIN FROM THE STOCKPILED AGGREGATE PRIOR TO SURFACING OPERATIONS. THIS WORK WILL BE CONSIDERED SUBSIDIARY TO VARIOUS BID ITEMS.

EXCAVATE, STRIP AND DISPOSE, THE TOP SIX (6) INCHES OF EXISTING TOPSOIL WITHIN THE LIMITS OF THE ROADWAY. ALL EXCAVATED TOPSOIL SHALL BECOME PROPERTY OF THE CONTRACTOR, AND BE DISPOSED OF OFF SITE.

SOFT SPOTS SHALL BE REMOVED AND BACK FILLED WITH SELECT FILL MATERIAL.

SELECT FILL MATERIAL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

—LIQUID LIMIT: 40 MAXIMUM
—PLASTICITY INDEX: 20 MAXIMUM, 8 MINIMUM
—A COHESIONLESS SAND WILL NOT BE PERMITTED

CONTRACTOR TO PLACE FILL IN LIFTS NOT GREATER THAN EIGHT (8) INCHES LOOSE.

CONTRACTOR TO COMPACT SUBGRADE AND FILL MATERIAL TO 95% STANDARD PROCTOR. ALL EXCESS EXCAVATION, DISPOSAL OF TREES, BRUSH, GRASS AND ANY OTHER VEGETATION WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED SUBSIDIARY TO BID ITEM "PREPARING RIGHT OF WAY."

ALL CULVERTS REMOVED FROM UNDER THIS CONTRACT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF OFF THE RIGHT OF WAY UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

ALL STORM SEWER THAT CROSSES UNDER PAVEMENT SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND. CEMENT STABILIZED SAND BACKFILL FOR THE PROPOSED STORM SEWER SHALL CONSIST OF TWO (2) SACKS OF CEMENT PER CUBIC YARD OF SAND. THE STABILIZED MATERIAL SHALL BE PUGGED MILL MIX. CEMENT STABILIZED SAND SHALL BE CONSIDERED SUBSIDIARY TO THE STORM SEWER.

UNLESS APPROVED BY THE ENGINEER, ALL CORRUGATED STORM SEWER INSTALLED ON THE PROJECT SHALL BE ADS HP STORM.

STORM SEWER INSTALLED OUTSIDE OF THE LIMITS OF PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

PROVIDE CLASS B CONCRETE FOR RIPRAP.

EXCAVATED MATERIAL NOT REQUIRED IN THE CONSTRUCTION SHALL BE HAULED TO A LOCATION ON SITE AS DIRECTED BY THE OWNER OR DISPOSED OF AT A LOCATION AS APPROVED BY THE ENGINEER IN WRITING. DEBRIS, I.E., TRASH, TREE STUMPS, BROKEN CONCRETE, ASPHALT, ETC. SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

GRADING BETWEEN THE EDGE OF PAVEMENT AND R.O.W. SHALL BE DIRECTED BY THE ENGINEER. MATERIAL USED FOR FINAL GRADING SHALL BE FREE OF LUMPS, ROCKS, CLODS, SHELL, BROKEN CONCRETE, ROOTS AND ANY OTHER DELETERIOUS MATERIAL.

IF THE CONSTRUCTION OR TRAFFIC CREATE A NEED FOR DUST CONTROL, THE CONTRACTOR SHALL PERFORM ALL NECESSARY SPRINKLING AS DIRECTED BY THE ENGINEER.

ALL PROPOSED SPOT ELEVATIONS AND DESIGNATED GRADIENT ARE TO BE USED IN THE EVENT OF ANY DISCREPANCIES.

THE CONTRACTOR SHALL RE-INSPECT ALL STORM SEWER CULVERTS, ROADSIDE DITCHES, AND OTHER DRAINAGE STRUCTURES FOR EXCESSIVE SILTATION AND DEBRIS, AND SHALL REMOVE SILTATION AND DEBRIS BEFORE ACCEPTANCE BY THE COUNTY AND THE OWNER.

REFER TO THE EROSION CONTROL PLAN FOR EROSION CONTROL DEVICES TO BE INSTALLED PRIOR TO THE START OF GRADING OPERATIONS.

BEFORE STARTING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY BENCHMARK ELEVATIONS AND NOTIFY THE ENGINEER IF ANY DISCREPANCY AND/OR CONFLICT IS FOUND.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES THAT ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.

ONCE DITCHES ARE CUT TO GRADE, THE CONTRACTOR SHALL SEED, FERTILIZE AND WATER ALL DITCHES TO PREVENT EROSION, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

THE CONTRACTOR SHALL SEED AND MAINTAIN ALL AREAS DISTURBED BY GRADING OPERATIONS UNTIL A UNIFORM COVERAGE OF 70% MINIMUM DENSITY, AS DETERMINED BY THE ENGINEER OR OWNER, IS ACHIEVED.

ELIMINATE SEEDING IN AREAS OF NATURAL GROWTH DETERMINED BY THE ENGINEER TO HAVE SUFFICIENT COVER.

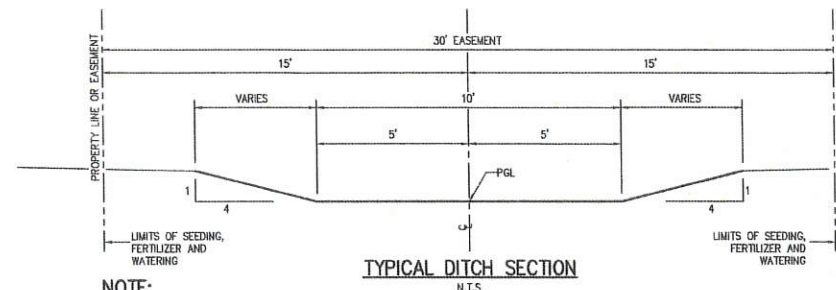
FERTILIZE ALL THE SEEDED OR SODDED AREAS OF PROJECT.

ESTIMATED QUANTITIES

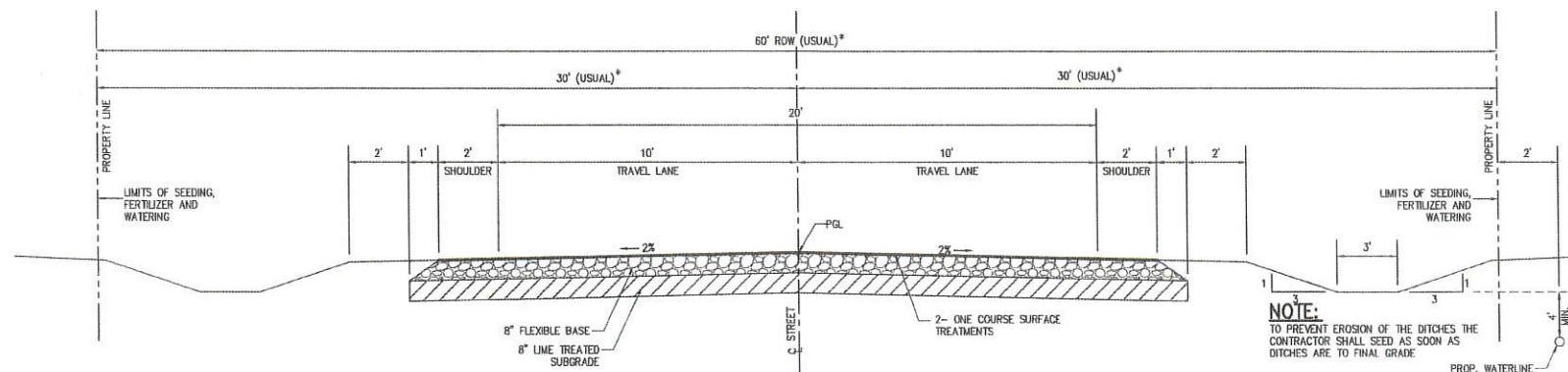
DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY
PAVING & DRAINAGE			
PREPARING RIGHT OF WAY	STA	6.10	
REMOVE FLEXIBLE BASE	SY	758	
EXCAVATION (ROADWAY AND CHANNEL)	CY	2,863	
EMBANKMENT (FINAL)(ORD COMP)	CY	3,034	
SEEDING (PERM)(RURAL)(CLAY)	AC	2,3185	
FERTILIZER (16-20-0)(625 LBS/AC)	AC	2,3185	
VEGETATIVE WATERING (2 GAL/SY)	MG	22.44	
FLEXIBLE BASE (CMP IN PLC)(TY A OR 1)(FINAL POS)	CY	1,436	
LIME TREATMENT (ROAD MIXED)	SY	6,419	
PRIME COAT	GAL	1,415	
SURFACE TREATMENT (ASPHALT) TY CRS-2P	GAL	4,500	
SURFACE TREATMENT (AGGREGATE)(TY B GR 4)	CY	143	
CPP PIPE (ADS HP STORM)(24")	LF	140	
RC PIPE (CL 10)(36")	LF	58	
REMOVE STRUCTURE (36" RCP)	LF	27	
CONCRETE RIPRAP	SY	46	
WATER			
6" WATER MAIN PVC (C-800)	LF	2,035	
6" FIRE HYDRANT ASSEMBLY	EA	3	
6" RESILIENT SEAT GATE VALVE	EA	2	
6" 45 DEG BEND	EA	4	
PERMANENT FLUSH OUT	EA	1	
EROSION CONTROL			
SEDIMENT CONTROL FENCE	LF	1,611	
BIODEGRADABLE EROSION CONTROL LOGS (12" DIA)(INSTALL AND REMOVE)	LF	120	
CONSTRUCTION EMT	EA	1	

BASIS OF ESTIMATE

DESCRIPTION	RATE/UNIT	NO. OF UNITS	QUANTITY	UNITS
PRIME COAT	0.15 GAL/SY	6,428	1,415	GAL
SURFACE TREATMENT - ASPHALT	0.35 GAL/SY	6,428	4,500	GAL
SURFACE TREATMENT - AGGREGATE	1 CY/90 SY	6,428	143	CY



NOTE:
TO PREVENT EROSION OF THE DITCHES THE CONTRACTOR SHALL SEED AS SOON AS DITCHES ARE TO FINAL GRADE



PROPOSED TYPICAL SECTION
N.T.S.

* VARIES STA. 16+00 - 22+84.13



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS S. ROWE, P.E. 68100, ON FEBRUARY 5, 2018.

MARK W. WHITELEY AND ASSOCIATES INCORPORATED

CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
T.E.P.L.S. REG. NO. 10107000
TEXAS REG. ENG. REG. NO. P-28233

P. O. BOX 5492 BEAUMONT, TEXAS 77728-5492
409-692-0421 3250 EASTEX FRWY. BEAUMONT, TEXAS 77703
(FAX) 409-692-1346

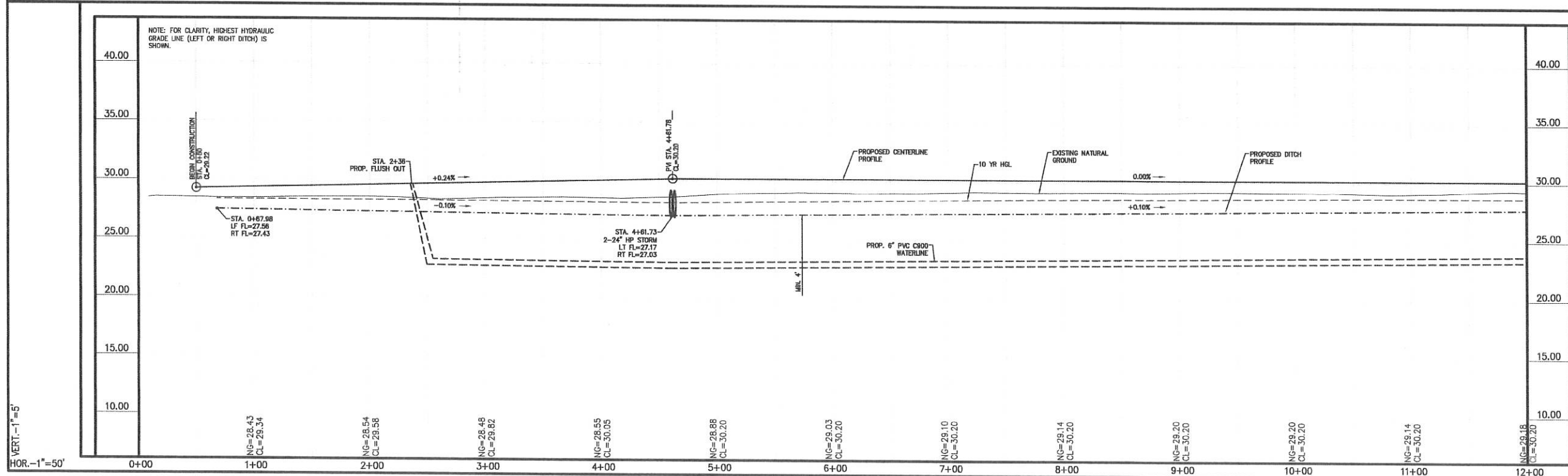
© 2018 Mark W. Whiteley & Associates, Inc. This document is an instrument of professional service, in the property of Mark W. Whiteley & Associates, Inc. and is not to be used, reproduced, copied or distributed in whole or part without the written authorization of Mark W. Whiteley & Associates, Inc.

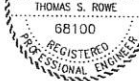
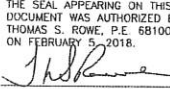

CLIENT:

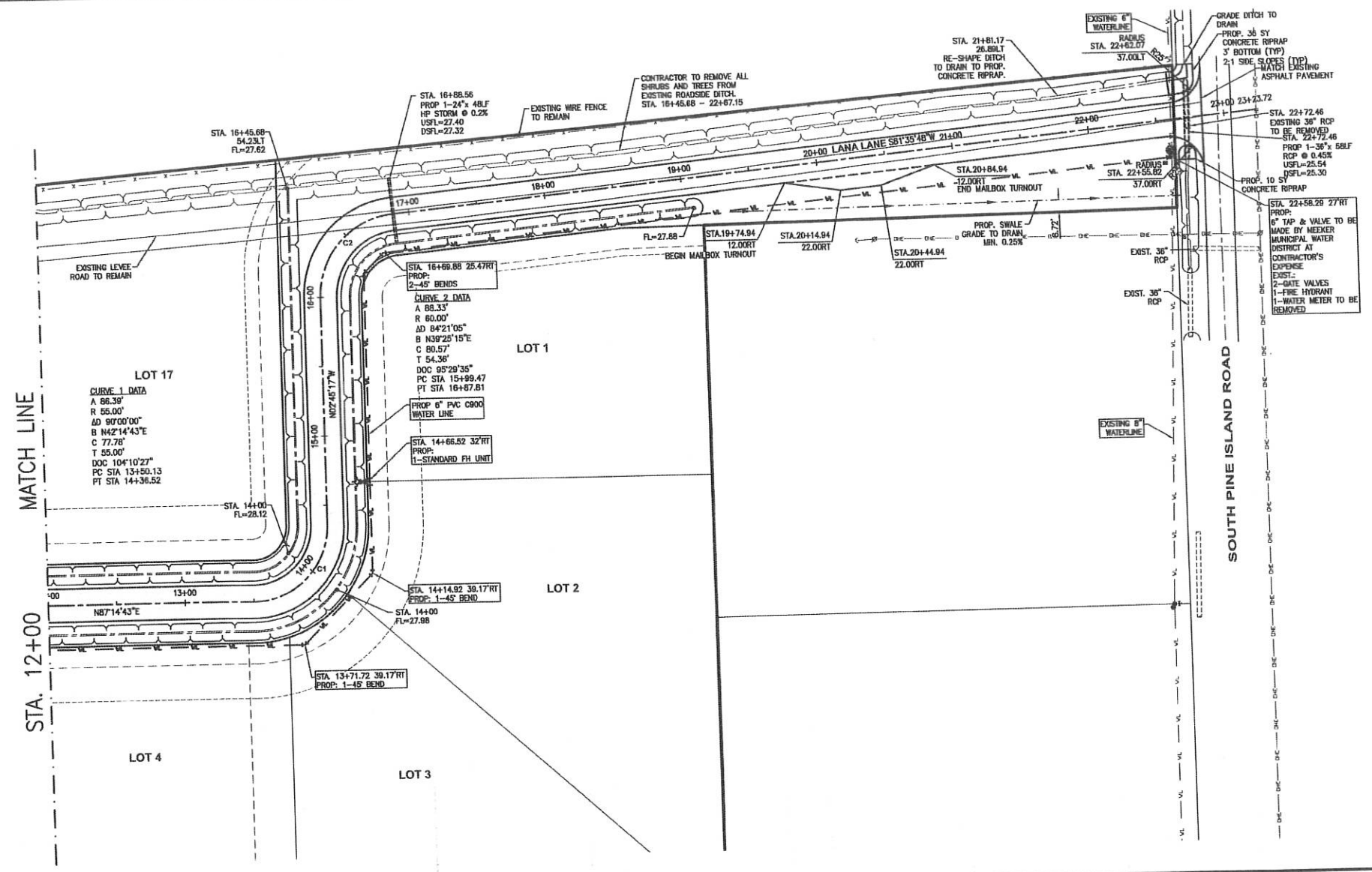
NNT AND HAYES, LLC

CHATEAU NIELLE OF SOUTH PINE ISLAND
GENERAL NOTES,
QUANTITY SUMMARY
& TYPICAL SECTIONS

DR BY: ZTR	CK BY: SAW	APP BY: TSR
VER: ACAD 2018	SCALE: N.T.S.	SHEET NO: 3
DATE: FEB. 2018		
JOB NO. 17-703	W/2017/17-703 South Pine Island Eng/ Construction Plans/17-703_Base.dwg	REV. 0



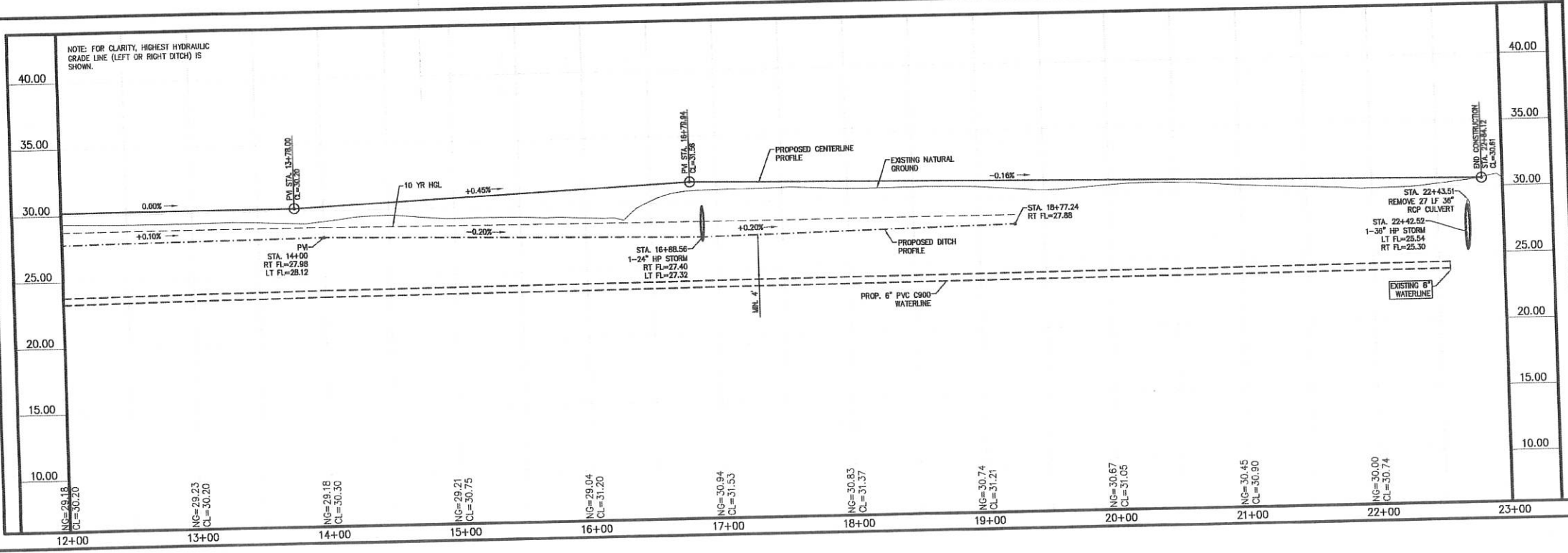
			
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS S. ROWE, P.E. 58100, ON FEBRUARY 5, 2018. 			
 <div style="display: inline-block; vertical-align: middle; text-align: center;"> MARK W. WHITELEY AND ASSOCIATES INCORPORATED CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS TEPLS FIRM NO. 10108700 TEXAS REG. ENG. FIRM NO. F-2833 </div>			
P. O. BOX 5482 BEAUMONT, TEXAS 77728-5482 409-892-0421		3250 EASTEX FRWY. BEAUMONT, TEXAS 77703 (702) 408-8922-1346	
© 2018 Mark W. Whiteley & Associates, Inc. This document, as an instrument of professional service, is the property of Mark W. Whiteley & Associates, Inc. and is not to be used, reproduced, copied or distributed in whole or part without the written authorization of Mark W. Whiteley & Associates, Inc.			
CLIENT: NNT AND HAYES, LLC			
CHATEAU NIELLE OF SOUTH PINE ISLAND LANA LANE PLAN & PROFILE STA. 0+00 - 12+00			
DR BY: ZIR	CK BY: SAW	APP BY: TSR	
VER: ACAD 2018	SCALE:	SHEET NO:	
DATE: FEB 2018	1"=50'	4	
JOB NO. 17-703		W/CONSTRUCTION 17-703 South Pine Island Drg/ Construction Plans/17-703_Bone.dwg	
		REV:	1



NOTES:
1. SEE SHEET 9 FOR PROPOSED CULVERT CROSS SECTION AT SOUTH PINE ISLAND ROAD.
2. SEE SHEET 9 FOR PROPOSED CONCRETE RFRAP PIPE END TREATMENT DETAIL.

SCALE: 1"=50'

- LEGEND
- DITCH TOP
 - STORM SEWER
 - CENTERLINE OF ROAD
 - WATERLINE
 - FIRE HYDRANT



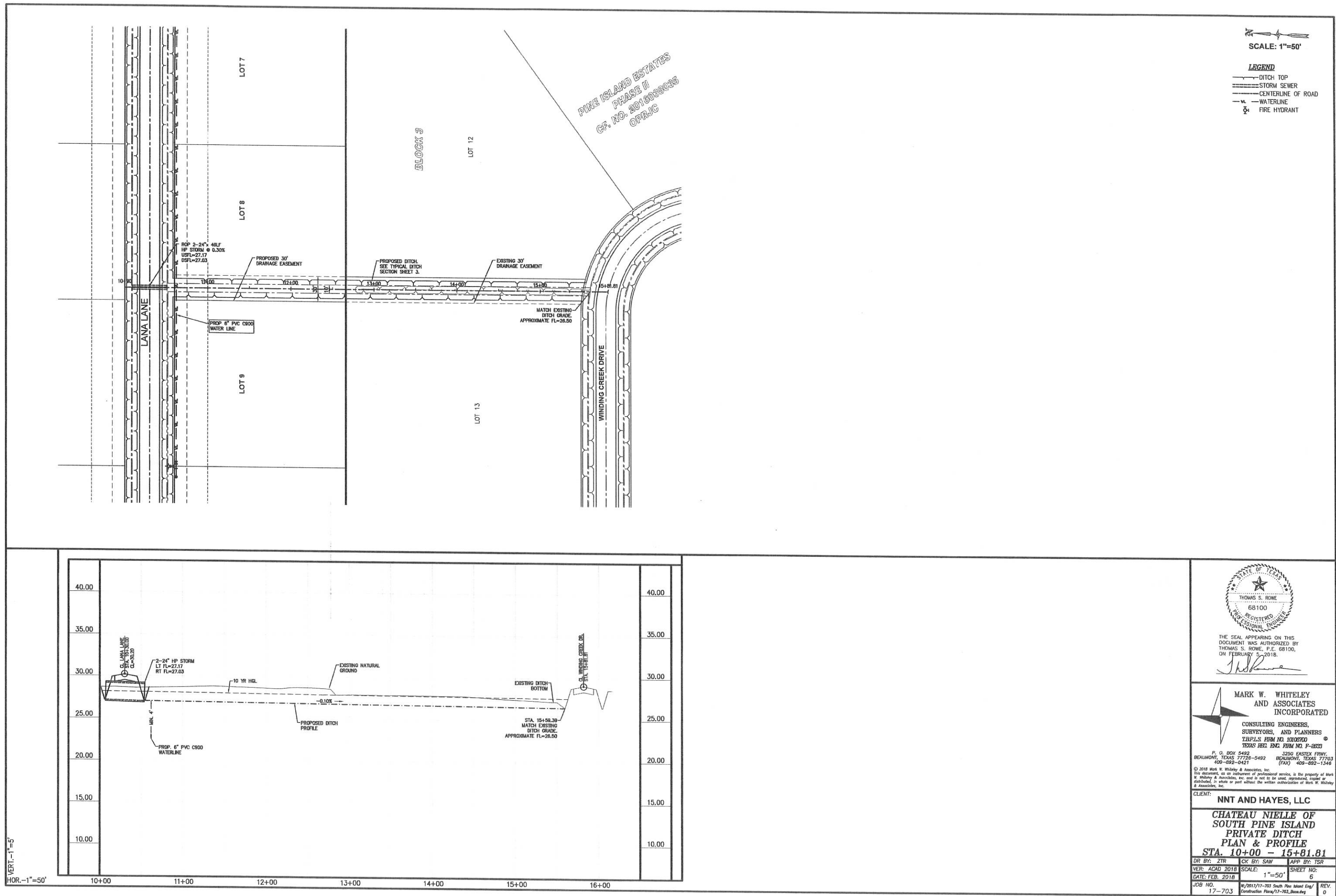
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS S. ROWE, P.E. 68100, ON FEBRUARY 5, 2018.

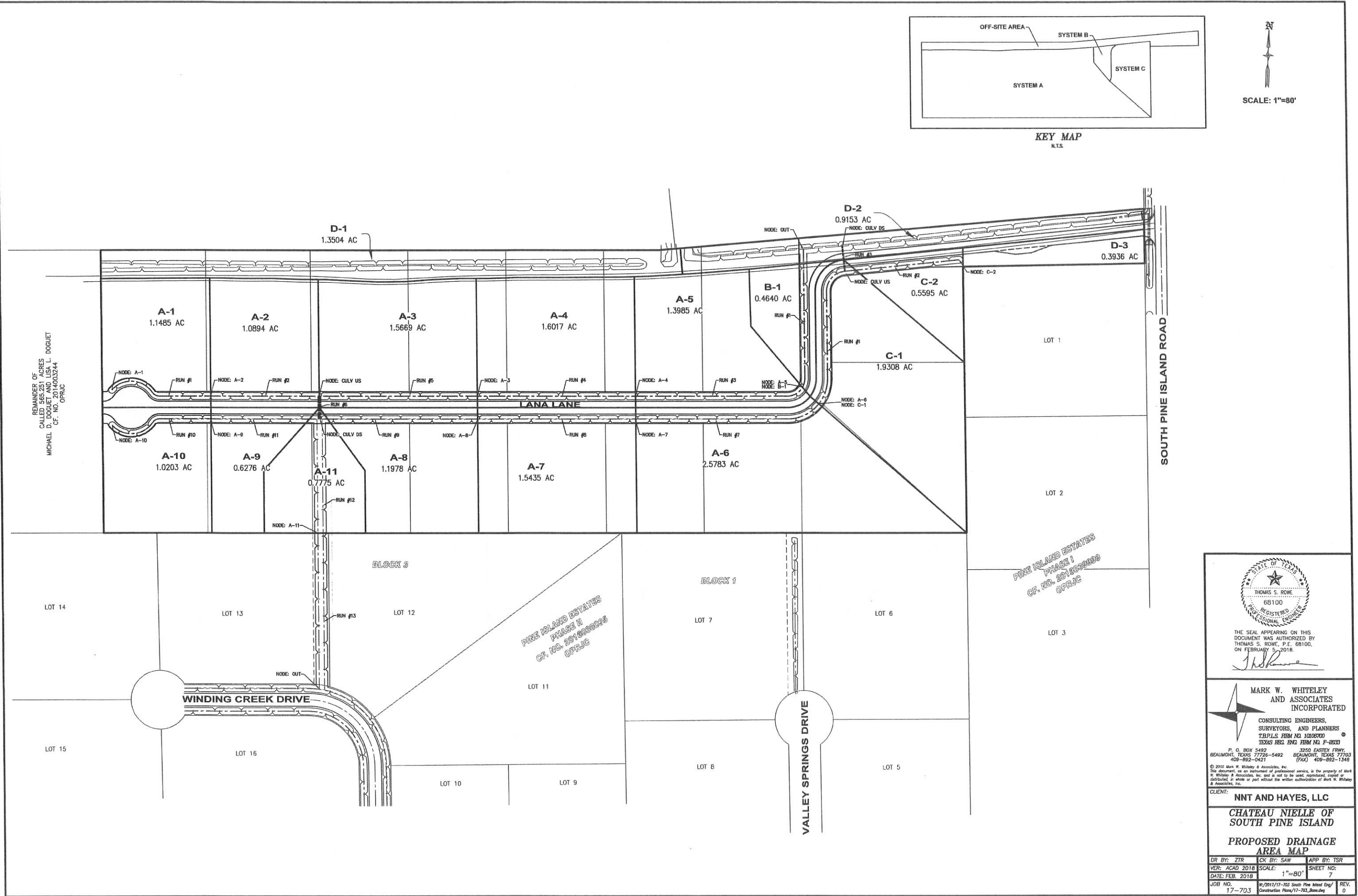
MARK W. WHITELEY AND ASSOCIATES INCORPORATED
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
TRPLS FIRM NO. 10106700
TEXAS REG. ENG. FIRM NO. P-2833
P. O. BOX 5492, BEAUMONT, TEXAS 77728-5492
409-892-0421 (FAX) 409-892-1346
3250 EASTEX Fwy., BEAUMONT, TEXAS 77703
(FAX) 409-892-1346

CLIENT: **NNT AND HAYES, LLC**
CHATEAU NIELLE OF SOUTH PINE ISLAND
LANA LANE
PLAN & PROFILE
STA. 12+00 - 22+84.13

DR BY: ZTR CK BY: SAW APP BY: TSR
VER: ACAD 2018 SCALE: 1"=50' SHEET NO: 5
DATE: FEB. 2018

JOB NO. 17-703
Rev. 0
#2017/17-703 South Pine Island Eng/ Construction Plans/17-703_Bom.dwg





THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS S. ROWE, P.E. 68100, ON FEBRUARY 5, 2018.

MARK W. WHITELEY AND ASSOCIATES INCORPORATED
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
TEPLS. REG. NO. 10108700
TEXAS REG. ENG. FIRM NO. F-8933
P. O. BOX 5492 3250 EASTEX FRWY.
BEAUMONT, TEXAS 77726-5492 BEAUMONT, TEXAS 77703
409-892-0421 (FAX) 409-892-1346

© 2018 Mark W. Whiteley & Associates, Inc.
This document, as an instrument of professional service, is the property of Mark W. Whiteley & Associates, Inc. and is not to be used, reproduced, copied or distributed in whole or part without the written authorization of Mark W. Whiteley & Associates, Inc.

CLIENT:
NNT AND HAYES, LLC
CHATEAU NIELLE OF SOUTH PINE ISLAND
PROPOSED DRAINAGE AREA MAP

DR BY: ZTR	CK BY: SAW	APP BY: TSR
VER: ACAD 2018	SCALE: 1"=80'	SHEET NO: 7
DATE: FEB. 2018		
JOB NO. 17-703	W/2017/17-703 South Pine Island Eng/ Construction Plans/17-703_Broadway	REV. 0

SYSTEM A

WinStorm (STORM DRAIN DESIGN)

Version 3.05, Jan. 25, 2002
Run @ 1/30/2018 9:13:01 AMPROJECT NAME : Erica Hayes
JOB NUMBER : 17-703
PROJECT DESCRIPTION : Drainage to South Pine Island Estates
DESIGN FREQUENCY : 5 Years
ANALYSIS FREQUENCY : 10 Years
MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 5 Years

Runoff Computation for Design Frequency.

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-1	0.3	1.15	15.00	15.00	6.63	0.000	2.286
A-2	0.3	1.09	15.00	15.00	6.63	0.000	2.168
A-3	0.3	1.57	15.00	15.00	6.63	0.000	3.118
A-4	0.3	1.60	15.00	15.00	6.63	0.000	3.188
A-5	0.3	1.40	15.00	15.00	6.63	0.000	2.783
A-6	0.3	2.58	15.00	15.00	6.63	0.000	5.131
A-7	0.3	1.54	15.00	15.00	6.63	0.000	3.072
A-8	0.3	1.20	15.00	15.00	6.63	0.000	2.394
A-9	0.3	0.63	15.00	15.00	6.63	0.000	1.249
A-10	0.3	1.02	15.00	15.00	6.63	0.000	2.031
A-11	0.3	0.78	15.00	15.00	6.63	0.000	1.547

Cumulative Junction Discharge Computations

Node I.D.	Node Type	Node Weighted C-Value	Cumulat. Dr.Area (acres)	Cumulat. Tc (min)	Intens. (in/hr)	User Supply Q (cfs)	Additional Q In Node (cfs)	Total Disch. (cfs)
A-1	Junct	0.300	1.15	15.00	6.63	0.000	0.00	2.286
A-2	Junct	0.300	2.24	16.97	6.24	0.000	0.00	4.188
A-3	Junct	0.300	4.57	26.55	4.90	0.000	0.00	6.709
A-4	Junct	0.300	3.00	21.72	5.48	0.000	0.00	4.930
A-5	Junct	0.300	1.40	15.00	6.63	0.000	0.00	2.783
A-6	Junct	0.300	2.58	15.00	6.63	0.000	0.00	5.131
A-7	Junct	0.300	4.12	20.81	5.61	0.000	0.00	6.932
A-8	Junct	0.300	5.32	25.12	5.05	0.000	0.00	8.064
A-9	Junct	0.300	1.65	19.17	5.88	0.000	0.00	2.895
A-10	Junct	0.300	1.02	15.00	6.63	0.000	0.00	2.031
A-11	Junct	0.300	14.55	33.67	4.26	0.000	0.00	18.594
CULV US	Junct	0.300	6.81	30.91	4.48	0.000	0.00	9.150
CULV DS	Junct	0.300	13.77	31.09	4.47	0.000	0.00	18.458
OUT	Outfall	0.300	14.55	33.67	4.26	0.000	0.00	18.594

Conveyance Configuration Data

Run#	Node I.D.	Flowline Elev. (ft)	US DS	Shape #	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_value
1	A-1	27.56	27.40	Ditch 1	3.00	0.93	113.00	0.14	0.030
2	A-2	27.40	27.17	Ditch 1	3.00	1.22	206.00	0.11	0.030
3	A-5	27.78	27.78	Ditch 1	3.00	1.58	320.00	0.06	0.030
4	A-4	27.78	27.48	Ditch 1	3.00	1.52	300.00	0.10	0.030
5	A-3	27.48	27.17	Ditch 1	3.00	1.75	300.00	0.10	0.030
6	CULV USCULV DS	27.17	27.03	Circ 2	0.00	2.00	42.00	0.33	0.012
7	A-6	27.98	27.64	Ditch 1	3.00	1.58	355.00	0.10	0.030
8	A-7	27.64	27.34	Ditch 1	3.00	1.52	300.00	0.10	0.030
9	A-8	27.34	27.03	Ditch 1	3.00	1.75	300.00	0.10	0.030
10	A-10	27.43	27.25	Ditch 1	3.00	0.97	201.00	0.09	0.030
11	A-9	27.25	27.03	Ditch 1	3.00	1.22	206.00	0.11	0.030
12	CULV DSA-11	27.03	26.79	Ditch 1	10.00	1.62	215.00	0.11	0.030
13	A-11	26.79	26.50	Ditch 1	10.00	1.87	293.00	0.10	0.030

Conveyance Hydraulic Computations. Tailwater = 27.340 (ft)

Run#	Node I.D.	Flowline Elev. (ft)	US DS	Depth (ft)	Fr.Slope (%)	Unif. Actual (ft/s)	Unif. Actual (ft/s)	Q (cfs)	Cap (cfs)	Junc Loss (ft)
1	28.23	28.19	0.014	0.52	0.79	0.96	0.54	2.29	7.19	0.000
2	28.19	28.04	0.016	0.76	0.87	1.04	0.86	4.19	11.18	0.000
3	28.77	28.66	0.002	0.69	0.88	0.79	0.56	2.78	14.54	0.000
4	28.66	28.46	0.008	0.86	0.98	1.04	0.84	4.93	16.92	0.000
5	28.46	28.04	0.009	0.98	0.98	1.14	1.14	6.71	23.39	0.000
6	28.04	28.01	0.035	0.78	0.96	4.02	2.99	9.15	28.30	0.000
7	28.98	28.65	0.008	0.88	1.01	1.02	0.85	5.13	18.00	0.000
8	28.65	28.38	0.017	1.00	1.04	1.16	1.09	6.93	16.92	0.000
9	28.38	28.01	0.012	1.04	1.04	1.27	1.27	8.06	23.39	0.000
10	28.12	28.06	0.010	0.55	0.81	0.80	0.46	2.03	6.23	0.000
11	28.06	28.01	0.007	0.63	0.98	0.94	0.50	2.89	10.94	0.000
12	28.01	27.78	0.016	0.96	0.99	1.39	1.33	18.46	48.30	0.000
13	27.78	27.49	0.008	0.99	0.99	1.34	1.34	18.59	60.23	0.000

OFF-SITE RUN-OFF CALCULATIONS

AREA I.D.	AREA (ac)	Tc (min)	INTENSITY (in/hr) (5 YR)	INTENSITY (in/hr) (10 YR)	INTENSITY (in/hr) (25 YR)	INTENSITY (in/hr) (100 YR)	RATIONAL C	RUNOFF Q (cfs) (5 YR)	RUNOFF Q (cfs) (10 YR)	RUNOFF Q (cfs) (25 YR)	RUNOFF Q (cfs) (100 YR)
D-1	1.3504	10	7.98	9.24	10.64	11.03	0.30	3.23	3.74	4.31	4.47
D-2	0.9153	10	7.98	9.24	10.64	11.03	0.30	2.19	2.53	2.92	3.03
D-3	0.3936	10	7.98	9.24	10.64	11.03	0.30	0.94	1.09	1.26	1.30

SYSTEM A (CONTINUED)

OUTPUT FOR ANALYSIS FREQUENCY of: 10 Years

Runoff Computation for Analysis Frequency.

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-1	0.3	1.15	15.00	15.00	7.69	0.000	2.651
A-2	0.3	1.09	15.00	15.00	7.69	0.000	2.515
A-3	0.3	1.57	15.00	15.00	7.69	0.000	3.617
A-4	0.3	1.60	15.00	15.00	7.69	0.000	3.697
A-5	0.3	1.40	15.00	15.00	7.69	0.000	3.228
A-6	0.3	2.58	15.00	15.00	7.69	0.000	5.952
A-7	0.3	1.54	15.00	15.00	7.69	0.000	3.563
A-8	0.3	1.20	15.00	15.00	7.69	0.000	2.765
A-9	0.3	0.63	15.00	15.00	7.69	0.000	1.449
A-10	0.3	1.02	15.00	15.00	7.69	0.000	2.355
A-11	0.3	0.78	15.00	15.00	7.69	0.000	1.795

Cumulative Junction Discharge Computations

Node I.D.	Node Type	Node Weighted C-Value	Cumulat. Dr.Area (acres)	Cumulat. Tc (min)	Intens. (in/hr)	User Supply Q (cfs)	Additional Q In Node (cfs)	Total Disch. (cfs)
A-1	Junct	0.300	1.15	15.00	7.69	0.000	0.00	2.651
A-2	Junct	0.300	2.24	16.83	7.27	0.000	0.00	4.681
A-3	Junct	0.300	4.57	26.54	5.70	0.000	0.00	7.803
A-4	Junct	0.300	3.00	22.01	6.32	0.000	0.00	5.687
A-5	Junct	0.300	1.40	15.00	7.69	0.000	0.00	3.228
A-6	Junct	0.300	2.58	15.00	7.69	0.000	0.00	5.952
A-7	Junct	0.300	4.12	20.42	6.58	0.000	0.00	8.133
A-8	Junct	0.300	5.32	24.64	5.94	0.000	0.00	9.478
A-9	Junct	0.300	1.65	19.16	6.80	0.000	0.00	3.363
A-10	Junct	0.300	1.02	15.00	7.69	0.000	0.00	2.355
A-11	Junct	0.300	14.55	33.29	4.99	0.000	0.00	21.793
CULV US	Junct	0.300	6.81	30.81	5.25	0.000	0.00	10.709
CULV DS	Junct	0.300	13.77	30.78	5.23	0.000	0.00	21.605
OUT	Outfall	0.300	14.55	33.29	4.99	0.000	0.00	21.793

Conveyance Configuration Data

Run#	Node I.D.	Flowline Elev. (ft)	US DS	Shape #	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_value
1	A-1	27.56	27.40	Ditch 1	3.00	0.93	113.00	0.14	0.030
2	A-2	27.40	27.17	Ditch 1	3.00	1.22	206.00	0.11	0.030
3	A-5	27.78	27.78	Ditch 1	3.00	1.58	320.00	0.06	0.030
4	A-4	27.78	27.48	Ditch 1	3.00	1.52	300.00	0.10	0.030
5	A-3	27.48	27.17	Ditch 1	3.00	1.75	300.00	0.10	0.030
6	CULV USCULV DS	27.17	27.03	Circ 2	0.00	2.00	42.00	0.33	0.012
7	A-6	27.98	27.64	Ditch 1	3.00	1.58	355.00	0.10	0.030
8	A-7	27.64	27.34	Ditch 1	3.00	1.52	300.00	0.10	0.030
9	A-8	27.34	27.03	Ditch 1	3.00	1.75	300.00	0.10	0.030
10	A-10	27.43	27.25	Ditch 1	3.00	0.97	201.00	0.09	0.030
11	A-9	27.25	27.03	Ditch 1	3.00	1.22	206.00	0.11	0.030
12	CULV DSA-11	27.03	26.79	Ditch 1	10.00	1.62	215.00	0.11	0.030
13	A-11	26.79	26.50	Ditch 1	10.00	1.87	293.00	0.10	0.030

Conveyance Hydraulic Computations. Tailwater = 27.340 (ft)

Run#	Node I.D.	Flowline Elev. (ft)	US DS	Depth (ft)	Fr.Slope (%)	Unif. Actual (ft/s)	Unif. Actual (ft/s)	Q (cfs)	Cap (cfs)	Junc Loss (ft)
1	28.31	28.28	0.019	0.55	0.88	1.03	0.54	2.65	7.19	0.000
2	28.28	28.14	0.021	0.80	0.97	1.13	0.85	4.88	11.18	0.000
3	28.83	28.73	0.003	0.79	0.95	0.76	0.58	3.23	14.54	0.000
4	28.73	28.52	0.011	0.80	1.04	1.10	0.89	5.69	16.92	0.000
5	28.52	28.14	0.012	1.04	1.23	1.23	1.23	7.80	23.39	0.000
6	28.14	28.11	0.048	0.86	1.08	4.15	3.09	10.71	28.30	0.000
7	28.96	28.74	0.010	0.94	1.10	1.09	0.88	5.95	18.00	0.000
8	28.74	28.49	0.023	1.09	1.15	1.19	1.10	8.13	16.92	0.000
9	28.49	28.11	0.017	1.15	1.15	1.28	1.28	9.48	23.39	0.000
10	28.20	28.16	0.013	0.61	0.91	0.81	0.45	2.36	6.23	0.000
11	28.16	28.11	0.010	0.69	1.08	0.97	0.50	3.36	10.94	0.000
12	28.11	27.90	0.022	1.06	1.11	1.43	1.35	21.60	48.30	0.000
13	27.90	27.61	0.013	1.11	1.11	1.36	1.36	21.79	60.23	0.000

NORMAL TERMINATION OF WINSTORM.

Warning Messages for current project:

Runoff Frequency of: 5 Years
Tailwater set to uniform depth elevation = 27.49(ft)
Runoff Frequency of: 10 Years
Tailwater set to uniform depth elevation = 27.61(ft)**SYSTEM B**

WinStorm (STORM DRAIN DESIGN)

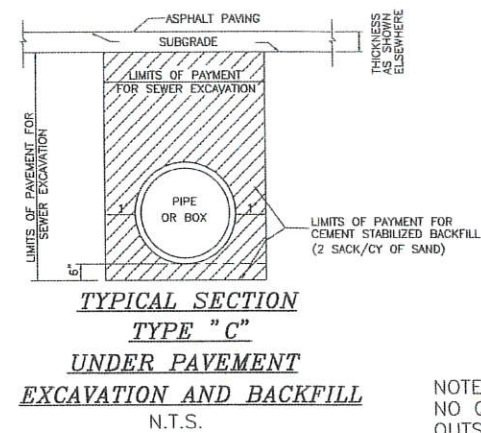
Version 3.05, Jan. 25, 2002
Run @ 1/30/2018 9:15:31 AMPROJECT NAME : Erica Hayes
JOB NUMBER : 17-703
PROJECT DESCRIPTION :
DESIGN FREQUENCY : 5 Years
ANALYSIS FREQUENCY : 10 Years
MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 5 Years

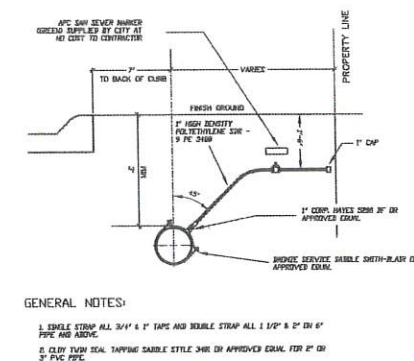
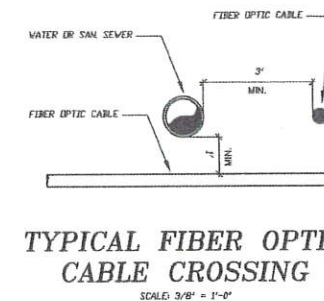
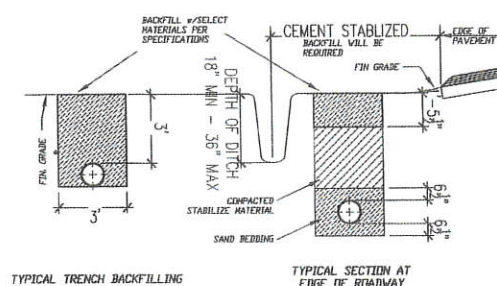
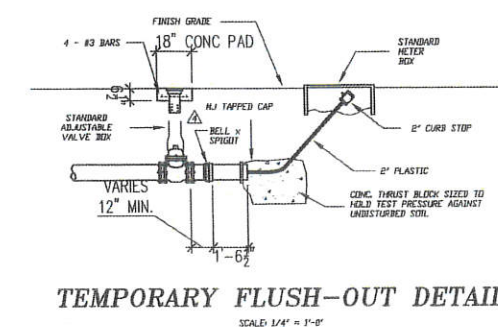
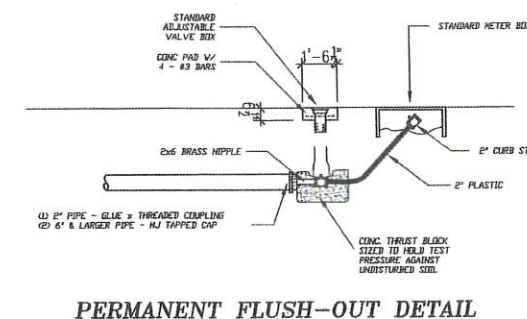
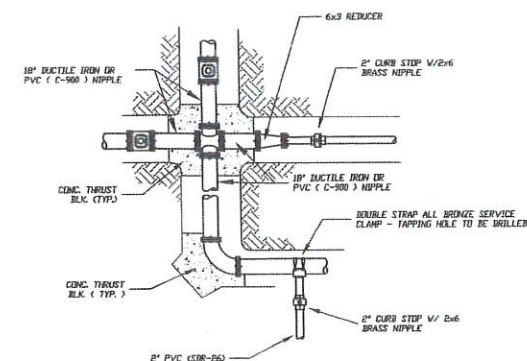
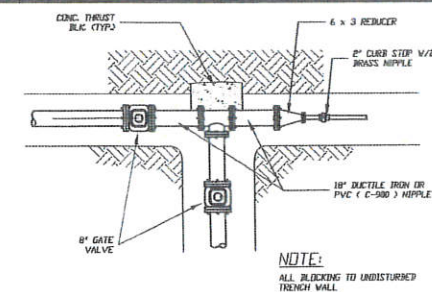
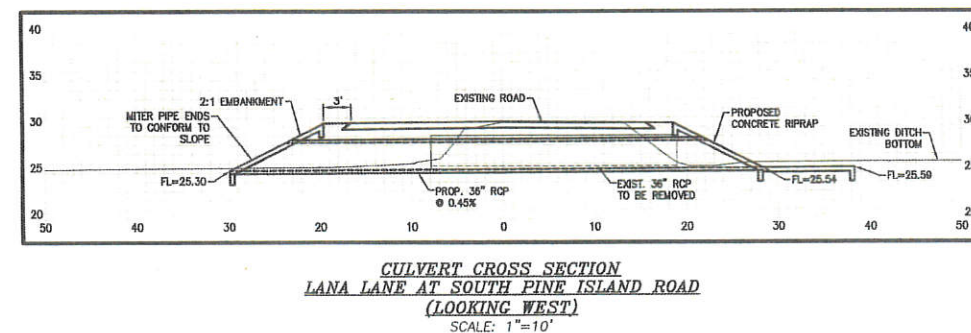
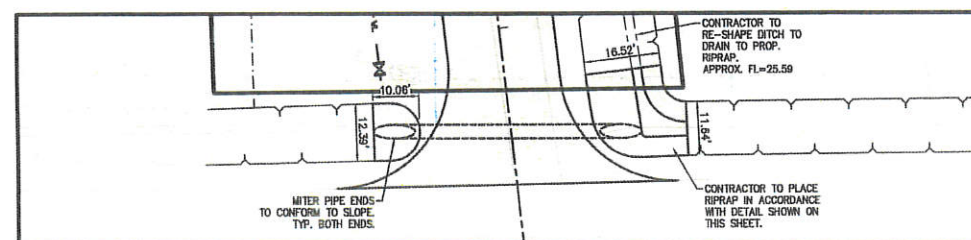
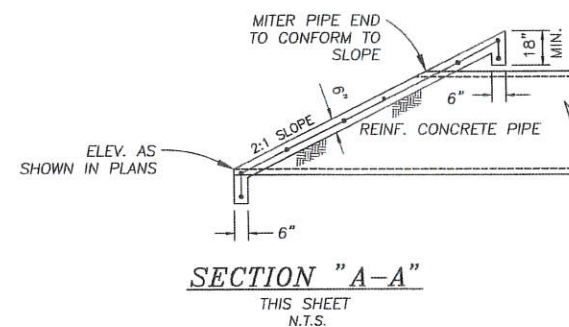
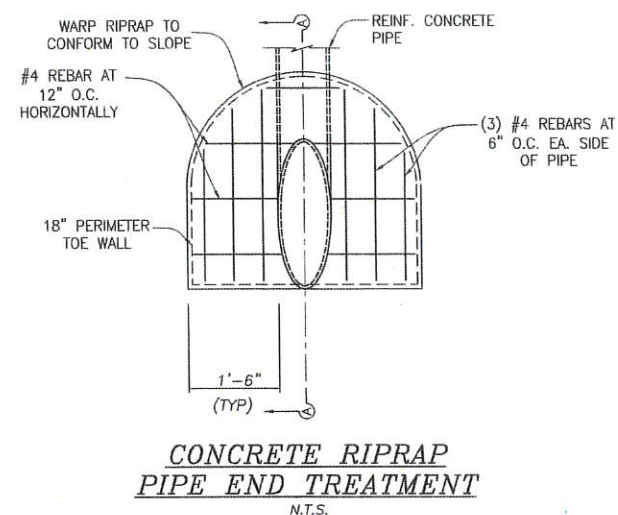
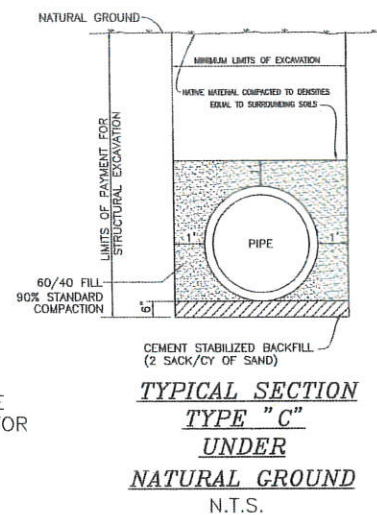
Runoff Computation for Design Frequency.

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
B-1	0.3	0.46	15.00	15.00	6.63	0.000	0.923

Cumulative Junction Discharge Computations



NOTE:
NO QUANTITY WILL BE MEASURED FOR PAYMENT OUTSIDE THE LIMITS SHOWN. ANY DAMAGE TO THE ROADWAY OR APPURTENANCES NOT DESIGNATED FOR RECONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT HIS ENTIRE EXPENSE.

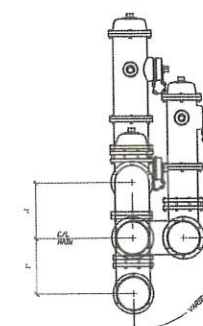
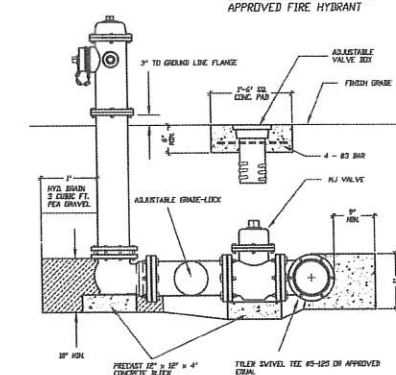


GENERAL NOTES:

1. SUEBLE STRAP ALL 3/4" & 1" TAPS AND DOUBLE STRAP ALL 1 1/2" & 2" ON 6" PIPE AND ABOVE.
2. CLAMP TAPES SEAL TAPPING DOUBLE STYLE 3/4" OR APPROVED EQUAL FOR 2" OR 3" PVC PIPES.

**TYPICAL WATER SERVICE CONNECTION
SCALE: 1/2"=1'-0"**

SEE SPEC. SHEET 808.01
SPECIAL REQUIREMENTS FOR
APPROVED FIRE HYDRANT



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS S. ROWE, P.E. 68100, ON FEBRUARY 5, 2018.

MARK W. WHITELEY
AND ASSOCIATES
INCORPORATED
CONSULTING ENGINEERS,
SURVEYORS, AND PLANNERS
TEXAS REG. ENG. FIRM NO. 1008700
TEXAS REG. ENG. FIRM NO. P-2633

P. O. BOX 5492 3250 EASTEX FRWY.
BEAUMONT, TEXAS 77726-5492 BEAUMONT, TEXAS 77703
409-892-0421 409-892-1348
(FAX)

© 2018 Mark W. Whiteley & Associates, Inc.
This document, as an instrument of professional service, is the property of Mark W. Whiteley & Associates, Inc. and is not to be used, reproduced, copied or distributed, in whole or part without the written authorization of Mark W. Whiteley & Associates, Inc.

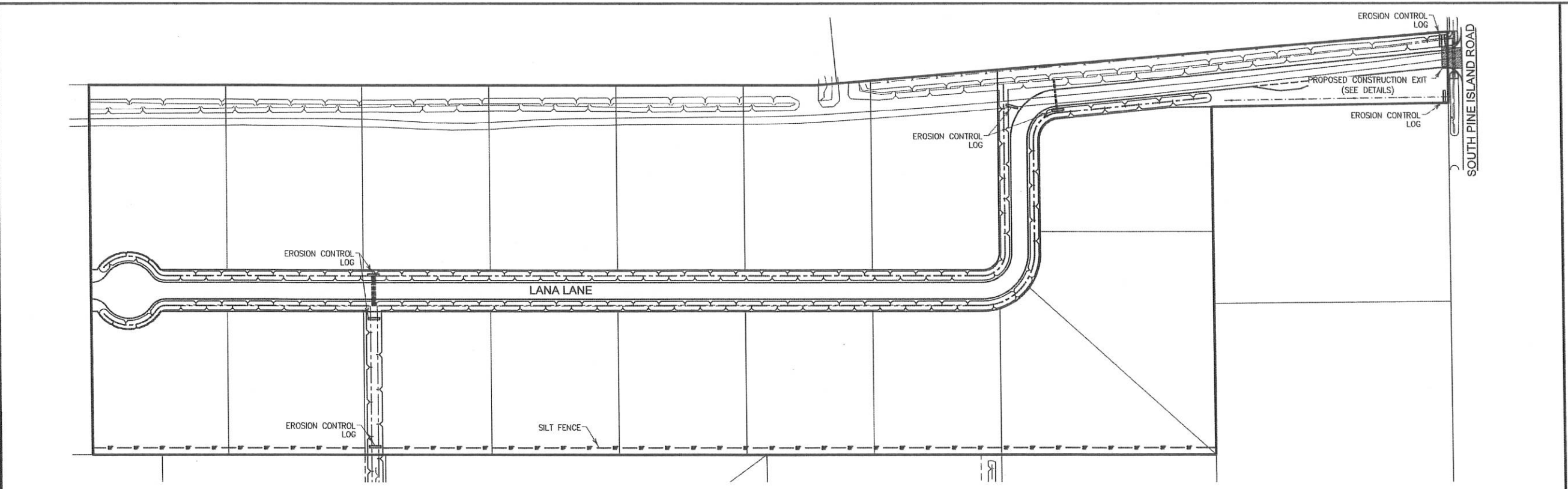
CLIENT:

NNT AND HAYES, LLC

CHATEAU NIELLE OF
SOUTH PINE ISLAND

STANDARD DETAILS

DR BY: ZTR	CK BY: SAW	APP BY: TSH
VER: ACAD 2018	SCALE:	SHEET NO:
DATE: FEB. 2018	AS SHOWN	9
JOB NO.	16/2017/17-703 South Pine Island Eng/	REV.
17-703	Construction Plans/17-703_Beaum.Dwg	0



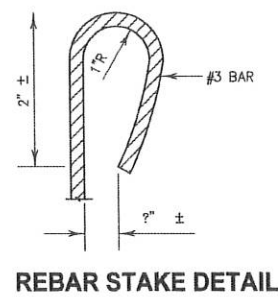
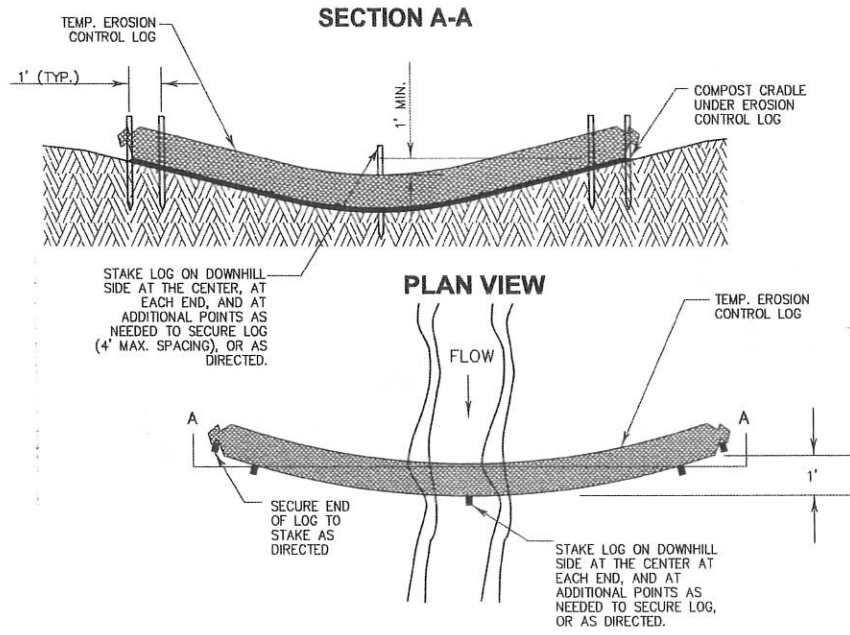
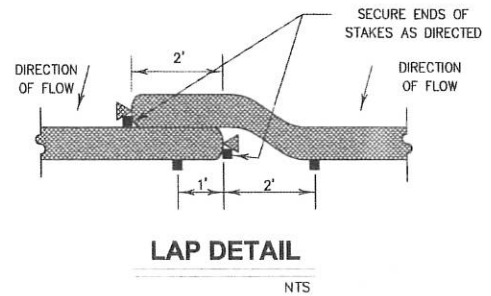
SCALE: 1"=80'

LEGEND

- DITCH TOP
- STORM SEWER
- CENTERLINE OF ROAD
- SILT FENCE
- EROSION CONTROL LOG

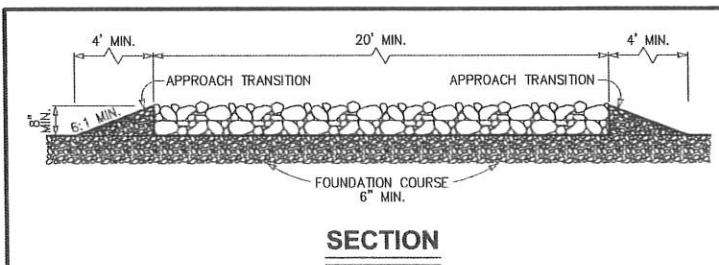
SWPP GENERAL NOTES

1. CONTRACTOR TO PLACE AND MAINTAIN TEMPORARY SEDIMENT CONTROL AS REQUIRED OR AS DIRECTED BY ENGINEER. ENTRANCES TO BE PROTECTED FROM SEDIMENT RUNOFF.
2. CONTRACTOR TO MAINTAIN SEDIMENT CONTROL MEASURES UNTIL ALL PAVEMENTS HAVE BEEN PLACED.
3. CONTRACTOR TO INSPECT EROSION CONTROL MEASURES WITHIN 24 HOURS OF 0.5 INCHES OF RAINFALL AND SHALL IMMEDIATELY CORRECT INEFFECTIVE CONTROL MEASURES.
4. REMOVAL OF SEDIMENT CONTROL DEVICES TO BE CONSIDERED SUBSIDIARY TO PAY ITEMS.
5. CONTRACTOR TO TAKE CARE TO PREVENT TRACKING ONTO ADJACENT ROADWAYS, AND SHALL SWEEP AS NECESSARY TO REMOVE ANY TRACKED MATERIAL.



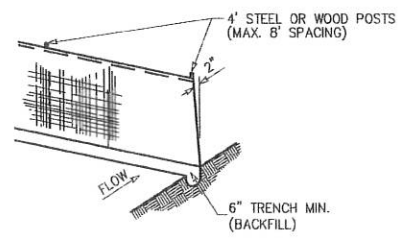
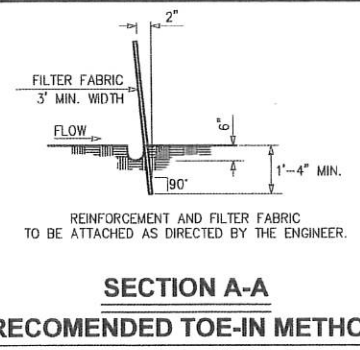
EROSION CONTROL LOG CHECK DAM

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 60' FOR 18" DIAMETER OR 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED.
4. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
5. REMOVE SEDIMENT AFTER IT HAS REACHED 1/3 OF THE HEIGHT OF THE LOG.

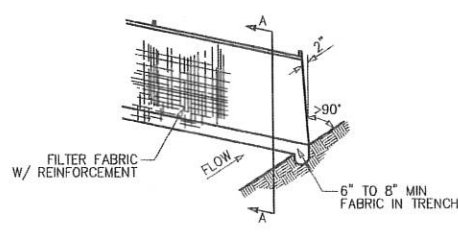


SECTION

SEDIMENT CONTROL FENCE

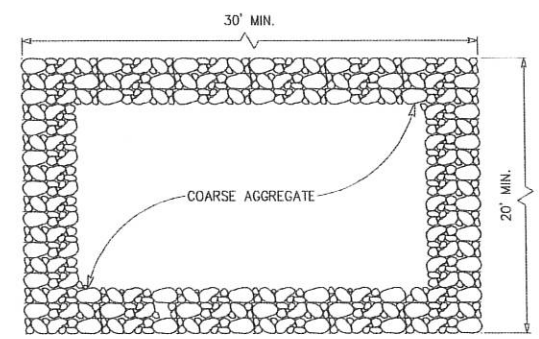


NOTE: POULTRY NETTING SHALL NOT BE ALLOWED AS A REINFORCEMENT MATERIAL



CONSTRUCTION EXIT GENERAL NOTES

1. THE LENGTH OF THE CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 20'.
2. THE COARSE AGGREGATE SHOULD BE OPEN GRADED WITH A SIZE OF 4" TO 8".
3. THE APPROACH TRANSITIONS SHOULD BE NO STEEPER THAN 6:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
4. THE CONSTRUCTION EXIT FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
5. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



PLAN



MARK W. WHITELEY AND ASSOCIATES INCORPORATED

CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

TXPLS FIRM NO. 10106700

TXSLS REG. ENG. FIRM NO. P-2838

P. O. BOX 5492 3250 EASTY FRYUL BEAUMONT, TEXAS 77703-5492

409-892-0421 409-892-1346

© 2018 Mark W. Whiteley & Associates, Inc. This document is an instrument of professional service, in the property of Mark W. Whiteley & Associates, Inc. and is not to be used, reproduced, copied or distributed, in whole or part without the written authorization of Mark W. Whiteley & Associates, Inc.

CLIENT: **NNT AND HAYES, LLC**

CHATEAU NIELE OF SOUTH PINE ISLAND

PROPOSED EROSION CONTROL PLAN AND DETAILS

DR BY: ZTR	CK BY: SAW	APP BY: TSR
VER: ACAD 2018	SCALE: 1"=80'	SHEET NO: 10
DATE: FEB. 2018		
JOB NO. 17-703	17/2017/17-703 South Pine Island Eng/Construction Plans/17-703_Base.dwg	REV. 0

Special, May 21, 2018

There being no further business to come before the Court at this time,
same is now here adjourned on this date, May 21, 2018