# REGULAR, 12/10/2018 1:30:00 PM

BE IT REMEMBERED that on December 10, 2018, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

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

Theresa Goodness, Chief Deputy

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

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

# NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS December 10, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **10th** day of **December 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

10:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 regarding a contract being negotiated and finding that deliberation in open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

10:15 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or anticipated litigation with the County.

WORKSHOP:-11:00 a.m.- To receive and consider information regarding funds made available from the GLO through the SETRPC MOD for the home buyout/acquisition program.

WORKSHOP- 11:30 a.m.- To receive and consider information regarding any necessity to update the current Jefferson County Master Plan for Courthouse Restoration.

Please join us for cake following Commissioners' Court. We are grateful that the cake is being provided by HEB.

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

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

# PURCHASING:

1. Approve specifications for Invitation for Bids (IFB 18-060/YS), Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed.

**SEE ATTACHMENTS ON PAGES 11 - 72**

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

2. Approve specifications for Invitation for Bids (IFB 18-061/YS), Automobile Rental Concessions at the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 73 - 118**

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

3. Receive and file bids for (IFB 18-048/YS), Hurricane Harvey Repairs for Ben J. Rogers Visitors Center.

**SEE ATTACHMENTS ON PAGES 119 - 468**

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

4. Consider and approve, award, execute, receive and file Operation, Management, and Lease Agreement for (RFP 18-046/YS), Lease of the Jefferson County Downtown Jail with LaSalle Corrections VI, LLC.

**SEE ATTACHMENTS ON PAGES 469 - 486**

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

5. Consider and approve, execute, receive and file a Certificate of Construction Completion for (IFB 16-008/JW), Major Drive Extension from SH 124 to LaBelle Road with Allco LLC.

**SEE ATTACHMENTS ON PAGES 487 - 488**

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

6. Request approval to release retainage to Allco LLC, for (IFB 16-008/JW), Major Drive Extension From SH 124 to LaBelle Road with Allco LLC, Payment Application No. 11 in the amount of $110,778.34.

**SEE ATTACHMENTS ON PAGES 489 - 491**

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

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

**SEE ATTACHMENTS ON PAGES 492 - 493**

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

## ADDENDUMS

8. Consider and approve award for (IFB 18-048/YS) Hurricane Harvey Repairs for Ben J. Rogers Visitors Center with Daniel Building and Construction as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 494 - 494**

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

# COUNTY AIRPORT:

9. Consider and possibly grant approval for CASA of Southeast Texas to use Airport property on Saturday, December 15th, 2018 for a Santa Fun Run 5K charity event to raise money for programs that help neglected and abused children in Southeast Texas.

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

# COUNTY AUDITOR:

10. Consider and approve FY 2019 budget transfer - MIS - replacement of AC unit in computer room.

| | | | |
|---|---|---|---|
| 120-1025-415-6022 | FURNITURE & FIXTURES | $9,500.00 | |
| 120-1025-415-1002 | ASSISTANTS & CLERKS | | $9,500.00 |

**SEE ATTACHMENTS ON PAGES 495 - 496**

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

11. Consider and approve expenditures by the Justice of the Peace Pct.1, Pl.2's office in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of robe for newly elected judge in the amount of $450.

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

12. Regular County Bills - check #453592 through checks #453846.

**SEE ATTACHMENTS ON PAGES 497 - 506**

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

# COUNTY COMMISSIONERS:

13. Consider, possibly, approve and accept donation of $3,000.00 (Three thousand dollars & no/100) from BASF TOTAL Petrochemicals for use at Veterans Memorial Park pursuant to Local Government Code Section 81.032.

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

14. Consider and possibly approve, either a buyout or acquisition method, in an application to the GLO to utilize grant funds approved through the SETRPC Method of Distribution for homes destroyed by Hurricane Harvey.

    **Action: TABLED**

15. Consider approving Out of State Travel for Judge Branick to Washington, D. C. for US EPA Quality meetings. Date of travel January 9-11, 2019. All costs will be paid by US EPA with the exception of mileage to Bush Intercontinental Airport.

    **SEE ATTACHMENTS ON PAGES 507 - 507**

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

16. Conduct a public hearing to consider an Ordinance Prohibiting Municipal or Industrial Waste Disposal in the unincorporated areas of Jefferson County, Texas pursuant to Sec.363.112 of the Texas Health and Safety Code.

    **Hearing conducted. No speakers came forward.**

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

17. Consider and possibly approve an Ordinance Prohibiting Municipal or Industrial Waste Disposal in Certain Areas of Jefferson County, Texas pursuant to Sec.363.112 of the Texas Health and Safety Code.

**SEE ATTACHMENTS ON PAGES 508 - 511**

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

18. Consider and possibly reappoint Brett Weldy (Position 2) and John Johnson (Position 3) as Commissioners to Jefferson County Emergency Services District No 1,(appointments by Commissioner Arnold) for two-year terms ending December 31, 2021 pursuant to Sec. 775.034, Texas Health & Safety Code.

**SEE ATTACHMENTS ON PAGES 512 - 514**

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

19. Consider and possibly reappoint Mike Douget (Position 1) and Bryan Phelps (Position 3) as Commissioners to Jefferson County Emergency Services District No 3,(appointments by Commissioner Arnold) for two-year terms ending December 31, 2021 pursuant to Sec. 775.034, Texas Health & Safety Code.

**SEE ATTACHMENTS ON PAGES 515 - 517**

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

20. Consider and possibly reappoint Charlie Reneau (Position 2) (appointment by Judge Branick) and Sandra Melton (Position 4) (appointment by Commissioner Weaver) as Commissioners to Jefferson County Emergency Services District No 4, for two-year terms ending December 31, 2021 pursuant to Sec. 775.034, Texas Health & Safety Code.

**SEE ATTACHMENTS ON PAGES 518 - 520**

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

21. Consider and possibly approve a Regulation of Stray Dogs in Jefferson County.

**SEE ATTACHMENTS ON PAGES 521 - 522**

**Action: TABLED**

## COUNTY TREASURER:

22. Receive and File Investment Schedule for November, 2018, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 523 - 525**

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

## ENGINEERING:

23. Consider and possibly approve a Minor Plat of Reserved "A" of Noleana Acres and Tract 30A out of Tract 30, into Reserved "A" of Noleana Acres, Section 1 and Tract 30A out of the H.T. & B. RR Survey Section 11 Abstract No. 148, located off of Nolia Lane in Precinct 4. This plat is within the Beaumont ETJ (extra-territorial jurisdiction) and has met with City approval, as well as, that of the Engineering Department.

**SEE ATTACHMENTS ON PAGES 526 - 528**

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

# HISTORICAL COMMISSION:

24. Consider and possibly reappoint members to the Jefferson County Historical Commission: Linda McMahen, Sarah Bellian, Mary Darbonne, Jessie Davis, Theresa Goodness, Kate Hambright, Bruce A. Hamilton, Brenda Jackson, Steven Lewis, Mike McGreevy, Les McMahan, Paul Prosperie, Don Smart, Jen Trenbeath.

**SEE ATTACHMENTS ON PAGES 529 - 531**

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

_____

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

# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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


## LEGAL NOTICE
## Advertisement for Invitation for Bids

December 10, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-060/YS, Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593. Drawings may be obtained from Soutex Surveyors & Engineers, 3737 Doctors Drive, Port Arthur TX, 77642, phone 409-983-2004, attention: Jeremy Mitchell or Dawn Schexneider.**

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 four (4) 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:** | **Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office** |
| **BID NO:** | **IFB 18-060/YS** |
| **DUE DATE/TIME:** | **11:00 AM CDT, Tuesday, January 22, 2019** |
| **MAIL OR DELIVER TO:** | **Jefferson County Purchasing Department**<br>**1149 Pearl Street, 1st Floor**<br>**Beaumont, Texas 77701** |

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CDT on Wednesday, January 2, 2019, at Highway 124 Stock Yard Office & Equipment Sheds, 24420 Highway 124, Hamshire TX, 77622.

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

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

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – December 12, 2018 & December 19, 2018

# IFB 18-060/YS
# Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed
# Bids due: 11:00 AM CDT, Tuesday, January 22, 2018

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## Bid Submissions:

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) 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.**

**https://www.co.jefferson.tx.us/Purchasing/**

# 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 of 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.

## 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 |

**County Holidays – 2019:**

| | | |
|---|---|---|
| January 1 | Tuesday | New Year's |
| January 21 | Monday | Martin Luther King, Jr. Day |
| February 18 | Monday | President's Day |
| April 19 | Friday | Good Friday |
| May 27 | Monday | Memorial Day |
| July 4 | Thursday | Independence Day |
| September 2 | Monday | Labor Day |
| November 11 | Monday | Veteran's Day |
| November 28 & 29 | Thursday & Friday | Thanksgiving |
| December 24 & 25 | Tuesday & Wednesday | Christmas |
| January 1, 2020 | Wednesday | 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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

## 10. Contract

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

## 11. Waiver of Subrogation

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

## 12. Fiscal Funding

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

## 13. Bid Results

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

## 14. Changes and Addenda to Bid Documents

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

## 15. Specifications

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

## 16. Delivery

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (<u>in writing on the included Bid Form</u>), 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## 3. Purchase Orders and Payment

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

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

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

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

## 4. Contract

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

**4.2 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-halftimes 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 will 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 four (4) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

**FORM 1295 Exemptions:** What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

**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 naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

**Minimum Insurance Requirements:**

| | |
|---|---|
| **Public Liability, including Products & Completed Operations** | $1,000,000 |
| **Excess Liability** | $1,000,000 |

**Property Insurance (policy below that is applicable to this project):**
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation** Statutory Coverage (See Section 9 Below)

## 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. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 18-060/YS.

## Scope

**GENERAL NOTES:**
Work Included: The contractor shall provide all materials, labor, equipment and tools necessary to clean repair and restore office building to provide a complete and operational building in accordance with the minimum standards as set forth in this scope of work.
Performance of Work: All work shall be performed in accordance with these General Notes, Specifications and Construction Documents for all work as stated in this scope of work.
Contract Completion Time: The Contractor shall complete all work and cleanup within the specified time limits established in the contract.
Code Compliance: All work shall be performed in compliance with applicable Local, County, State and Federal codes and ordinances.
Dumping: All trash and rubbish shall be removed off-site in an approved and lawful manner. Unless otherwise stated, all material scheduled for removal or disposal becomes property of the Contractor. Burning or burying of rubbish on-site or otherwise is prohibited.
Workmanship: All work shall be performed by skilled craftsman that are regularly engaged in work to be performed and shall be at the Journeyman level or directly supervised by a Journeyman.
Craftmanship: All work shall be crafted in a professional manner. No drips, flaws or second-rate work will be accepted. If craftsmanship is lacking, the Contractor shall correct the deficiencies at no additional cost to the owner.
Verification: Field verify all measurements as indicated in the Construction Documents before the purchasing of any material and before work begins. Contractor shall notify Owner and Engineer immediately with any discrepancies.
Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
**CONCRETE:**
Saw cut concrete per Construction Documents and Specifications for installation of new shower and drain.
Repair any damaged areas of concrete floor per Specifications.
Polish concrete floor per Specifications.
Stain concrete floor per Specifications.
**WALLS:**
Demolish portions or walls as noted and drawn in Construction Documents.
Install new walls as noted or drawn in Construction Documents.
Install new R-13 batt insulation in exterior walls.
Install gypsum board per Construction Documents and Specifications.
Wall finish to be textured, primed and painted per Construction Documents and Specifications.
Install 4” vinyl baseboard along all walls.
**DOORS:**
Remove framed openings as indicated on Construction Documents.
Install new framed openings and widen existing framed opening for exterior door as indicated on Construction Documents.
Install new hollow metal doors and frames as indicated on Construction Documents and per Specifications.
**CEILING:**
Remove existing gypsum board ceiling.
Remove existing insulation from ceiling.
Install new R-19 batt insulation in ceilings. (Field Verify size)
Install new gypsum board on ceilings.
Ceiling finish to be textured, primed and painted per Construction Documents and Specifications.
**KITCHEN:**

Install new kitchen base, wall and full height plastic laminate cabinets with plastic laminate countertops and backsplash per Construction Documents and Specifications.

**HVAC:**

Inspect existing air handling system, duct work and heater for damage and mold.
Verify existing air handling unit and heater that it is compatible with new outside air conditioning unit.
Install new duct supply and air vent grill in storage room as indicated on Construction Documents.
Remove existing air vent grills and return air grill and replace with new vent grills.
Remove exiting outside Air Conditioning Unit and replace with new 3-ton BTU unit and place on 4" thick concrete AC pad.
Relocate Return Air as indicated on Construction Documents.
Install new exhaust fan cover over existing wall exhaust fans as indicated on Construction Documents.
Remove, replace and relocate existing thermostat as indicated on Construction Documents.

**ELECTRICAL:**

Remove existing light fixtures.
Install new light fixtures after ceiling is painted.
Provide temporary lighting.
Remove and replace convenience outlets and light switches; relocate outlets and switches where walls are being removed as indicated on Construction Documents.
Install new dedicated circuit and outlet for owner provided ice machine as indicated on Construction Documents. Contractor shall coordinate and examine existing ice machine to determine proper size wiring and voltage.
Install new dedicated circuit for 40-gallon water heater as indicated on Construction Documents and manufacturers requirements and recommendations.

**PLUMBING:**

Cap off pluming as indicated on Construction Documents.
Remove existing toilet as indicated on Construction Documents.
Install new required plumbing for new shower and for new location of hot water heater.
Install new plumbing fixtures as indicated on Construction Documents (Toilet, Hand Sink, Kitchen Sink, Shower)
Install new 40-gallon water heater as indicated on Construction Drawings and per manufacturer's instructions and recommendations.

**SELECTIVE DEMOLITION & RELOCATION:**

I. Section Includes

A. Selective Building Demolition & Relocation

1. Selective demolition & relocation of interior partitions, systems, and building components designed to be removed.
2. Selective demolition of exterior systems and components designated to be removed.
3. Removal of abandoned utilities and wiring systems.
4. Removal and disposal of legal materials to an off-site location.
5. Interruption, capping or removal of utilities as applicable.
6. Salvage of designated items.

II. Submittals

A. Schedule: Submit for approval selective demolition schedule, including schedule and methods of capping utilities to be abandoned and maintaining existing utility service.

III. Quality Assurance

A. Codes and Regulations: Comply with governing codes and regulations. Use experienced workers.

IV. Execution of Selective Demolition

A. Demolition Operations: Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from structure. Storage or sale of item from site is prohibited.

B. Utilities: Locate, identify, disconnect, and seal or cap off utilities in buildings to be demolished.

C. Shoring and Bracing: Provide and maintain interior and exterior shoring and bracing.

D. Operations: Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.

E. Security: Provide adequate protection against accidental trespassing. Secure project after work hours.

F. Restoration: Restore finishes of patched areas

V. Execution of Schedule

A. Utilities Requiring Interruption, Capping, Relocation or Removal

1. Water and sewage to urinal
2. Designated electrical outlets and switches

B. Items to be removed or demolished

1. Outside Air Conditioning Unit
2. Toilet
3. Walls labeled on plans as demo
4. Concrete on plans labeled as saw-cut

**GYPSUM BOARD ASSEMBLIES**

I. Section Includes

A. Gypsum board and joint treatment products.

B. Accessories for the installation and trimming of gypsum board partitions and ceilings.

II. Submittals

A. Product Data: Submit manufacturers data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

III. Quality Assurance

A. Installer Qualifications: Minimum 3-year experience installing similar products.

IV. Delivery, Storage and Handling

1. Deliver and store gypsum board in accordance with GA-801.

2. Ship materials with a weathertight cover and in manufacturers original packages showing manufacturers name and product brand name.

3. Store materials inside and protected from damage by weather and direct sunlight. Stack flat; protect ends, edges, and faces of gypsum boards from damage. Protect accessories from moisture.

V. Project Conditions

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside of manufacturers absolute limits.

B. Do not install interior products until installation areas are enclosed and conditioned.

C. Do not install panels that are moisture damaged, and those that are mold damaged.

VI. Products

A. Interior Gypsum Materials

1. Gypsum Board: 5/8” Gypsum core panel surfaced with paper on front and back edge and complying with ASTM C 1396 and ASTM C 36.

*(a) Avoid unnecessary joints.*

2. Mold-Resistant 5/8” Gypsum Board: Gypsum core panel enhanced with moisture-resistant wax emulsion and chemically treated to resist mold and mildew in the core and surfaced with mold and mildew-resistant paper on front, back and along the edges and complying with ASTM C 1396 Section 7 and ASTM C 630.

*(a) Avoid unnecessary joints.*

3. Gypsum Ceiling Board: 5/8” Gypsum core panel surfaced with paper on front and back edges, sag resistant and complying with ASTM C 1396.

*(a) Avoid unnecessary joints.*

4. Glass Mat Water-Resistant Gypsum Backer Board: 5/8” Gypsum backer board water and mold resistant with cementitious coating and complying with ASTM D3273.

*(a) Avoid unnecessary joints.*

B. Gypsum Joint Treatment and Finish Products

1. Joint Treatment Tape: Complying with ASTM C 475 and GA-216
2. Joint Compound: Vinyl type pre-mixed compound: complying with ASTM C 475

VII. Accessory Materials

A. Corner Bead: Formed galvanized steel angle, min. base steel 0.14” thick and complying with ASTM C 1047

B. Screws: ASTM C 954 or ASTM C 1002 or both with heads, threads, points, and finish as recommended by panel manufacturer

C. Nails: ASTM C 514 with heads, lengths, configurations, and finish as recommended by panel manufacturer

D. Insulation: ASTM C 665, Type I, mineral fiber (either glass, rock, or slag) insulation blankets without membrane facing

VIII. Execution.

A. Examination

1. Verify that site conditions are ready to receive work and framing and opening dimensions are as indicated on the Drawings.

*(a) Verify that completed openings to receive know-down wrap around frames are of correct size and thickness.*

2. If preparation is the responsibility of another installer, notify Designer of unsatisfactory preparation before proceeding.

B. Preparation

1. Clean surfaces thoroughly prior to installation.

2. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. INSTALLATION

D. Application: Apply and maintain conditions during installation in accordance with GA216-and GA-238 and as follows:

1. Keep gypsum board dry throughout application.

2. Do not use gypsum board that has visible mold growth.

E. Apply gypsum board on walls with a minimum 1/4 inch (6.4 mm) gap between the gypsum board and the floor.

1. Do not apply gypsum board over other building materials where conditions exist that are favorable to mold growth.

2. Maintain a sound weather-tight building envelope including, such elements as the roof, sealants, windows, etc.

3. Immediate and appropriate remediation measures must be taken as soon as water leaks or condensation sources are identified.

4. Provide routine cleaning and maintenance operations to prevent saturation of the gypsum board.

5. If gypsum board is damaged by water, assess the need for replacement in accordance with GA-231.

F. Install accordance with GA 216 and the following:

1. Metal Framing: ASTM C 754.

2. Gypsum Sheathing Board: ASTM C 1280 and GA-253.

3. Fire-Resistant Construction: GA 600.

4. Gypsum Board and Joint Treatment: ASTM C 840 and GA-214.

5. Gypsum panel manufacturer's published recommendations.

G. Finishing: Tape, fill, sand and finish joints in accordance with ASTM C 840 and GA-214.

1. Level 1: Plenums and service corridors.

2. Level 2: Water-resistant gypsum backing board indicated to receive tile.

3. Level 3: Gypsum board indicated to receive heavy or medium textured coatings and heavy-grade wall coverings.

4. Level 4: Gypsum board indicated to receive light textured coatings and light-grade wall coverings.

5. Level 5: All other gypsum board.

H. Protection

1. Protect work from damage and deterioration until date of Substantial Completion.

2. Touch-up, repair or replace damaged products before Substantial Completion.

**MAINTENANCE OF CAST-IN CONCRETE**

I. Section Includes

A. Products for maintenance of concrete, including the following:

1. Bonding agents.
2. Patching mortar.
3. Rapid-setting horizontal concrete repair
4. Polymer-modified horizontal repair.
5. Epoxy crack-injection
6. Polymer-overlay
7. Polymer-sealer
8. Composite reinforcement

II. Submittals

A. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

III. Quality Assurance

A. Manufacturer Qualifications: Minimum 5-year experience manufacturing similar products.

B. Installer Qualifications: Minimum 2-year experience installing similar products.

C. Source Limitations: For repair products, obtain each color, grade, finish, type, and variety of product from single source and from single manufacturer with resources to provide products of consistent quality in appearance and physical properties.

IV. Project Conditions

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits of recommended by manufacturer's recommended limits.

V. Sequencing

A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

VI. Products

A. Acceptable Manufacturer:

VII. Bonding Agents

A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that consists of water-insensitive epoxy adhesive, Portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond 3C.

B. Epoxy Bonding Agent: ASTM C 881/C 881M, bonding system free of VOCs.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond EBA.
2. Type II: Non-load-bearing applications.

C. Mortar Scrub Coat: Mix consisting of 1 part Portland cement and 1 part fine aggregate complying with ASTM C 144 except 100 percent passing a No. 16 (1.18-mm) sieve.

VIII. Patching Mortar

A. Patching Mortar Requirements:

1. Only use patching mortars that are recommended by manufacturer for each applicable horizontal, vertical, or overhead use orientation.

2. Color and Aggregate Texture: Provide patching mortar and aggregates of colors and sizes necessary to produce patching mortar that matches existing, adjacent, exposed concrete. Blend several aggregates if necessary to achieve suitable matches.

3. Coarse Aggregate for Patching Mortar: ASTM C 33/C 33M,washed rounded aggregate, Size No. 8, Class 5S. Add to patching-mortar mix only as permitted by patching-mortar manufacturer.

B. Job-Mixed Patching Mortar: 1-part Portland cement and 2-1/2 parts fine aggregate complying with ASTM C 144, except 100 percent passing a No. 16 (1.18-mm) sieve.

C. Cementitious Patching Mortar: Packaged, dry mix for repair of concrete.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Mapecem Quickpatch.

2. Compressive Strength: Not less than 4000 psi (27.6 MPa) at 28 days when tested according to ASTM C 109/C 109M.

IX. Rapid-Setting Horizontal Concrete Repair Products

A. One-Component, Shrinkage-Compensated, Rapid-Strengthening, Horizontal Cementitious Repair Mortar: Packaged, dry mix for repair of concrete.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planitop 18.

2. Product shall comply with ASTM C 928/C 928MR3.

3. Compressive Strength: Not less than 3000 psi (21.0 MPa) within three hours when tested according to ASTM C 109/C 109M.

B. One-Component, Extended-Set, High-Early-Strengthening, Horizontal Cementitious Repair Mortar Suitable for Sloped Conditions: Packaged, dry mix for repair of concrete.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planitop 18ES.

2. Product shall comply with ASTM C 928/C 928MR3.

3. Compressive Strength: Not less than 3000 psi (21.0 MPa) within three hours when tested according to ASTM C 109/C 109M.

X. Polymer-Modified Horizontal Repair Products

A. Two-Component, Cementitious Flowable Repair Mortar for Resurfacing Horizontal Concrete: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planitop 25.

2. Product shall be non-redispersible.

3. Compressive Strength: Not less than 7000 psi (49 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

B. Polymer-Modified, Cementitious Horizontal Resurfacing Mortar: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Concrete Renew mixed with diluted Planicrete UA.

2. Product shall be non-redispersible.

3. Compressive Strength: Not less than 4000 psi (27.6 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

C. Polymer-Modified, Cementitious Horizontal Resurfacing Mortar: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Concrete Renew Fine mixed with diluted Planicrete UA.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 3500 psi (24.5 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

XI. Self-Leveling Concrete Toppings

A. Self-Leveling, Self-Drying, Polishable, Concrete Topping: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Ultratop.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 6000 psi (42 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

B. Self-Leveling, Quick-Setting, Exterior-Rated, Polishable, Concrete Topping: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Ultratop PC.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 7000 psi (49 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

XII. Horizontal Concrete Repair Products

A. Two-Component, Polymer-Modified, Fast-Setting, Cementitious Repair Material: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Mapecem 202.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 6000 psi (42 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

B. One-Component, Polymer-Modified, Fast-Setting, Cementitious Repair Material: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Mapecem 102.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 5500 psi (38.5 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

C. One-Component, Polymer-Modified, Fast-Setting, Cementitious Repair Material: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Topcem Premix.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 5500 psi (38.5 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

XIII. Joint Filler

A. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A Shore durometer hardness of at least 80 according to ASTM D 2240.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond JF.

B. Polyurea Joint Filler: Two-component, semirigid, 100 percent solids, polyurea resin with a Type A Shore durometer hardness of at least 75 according to ASTM D 2240.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planiseal RapidJoint 15.

XIV. Epoxy Crack-Injection Materials

A. Epoxy Crack-Injection Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Epojet LV.
2. Type I or Type II: Non-load-bearing applications.
3. Capping Adhesive: MAPEI Corporation; Planibond AE or Planibond AE Fast product manufactured for use with crack-injection adhesive by same manufacturer.

B. Epoxy Crack Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond AE.
2. Type I or Type II: Non-load-bearing applications.
3. Type IV: Load-bearing and structural applications.

C. Epoxy Crack Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond AE Fast.
2. Type I or Type II: Non-load-bearing applications.
3. Type IV: Load-bearing and structural applications.

D. Epoxy Crack Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond EBA.
2. Type I or Type II: Non-load-bearing applications.

E. Epoxy Crack Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Epojet.
2. Type I or Type II: Non-load-bearing applications.
3. Type IV or Type V: Load-bearing and structural applications.

XV. Corrosion-Inhibiting Materials

A. Corrosion-Inhibiting Treatment: Waterborne solution of alkaline corrosion-inhibiting chemicals for concrete-surface application that penetrates concrete by diffusion and forms a protective film on steel reinforcement.

1. Products: Subject to compliance with requirements, provide MAPEI Corporation; Mapeshield CI 100.

XVI. Polymer-Overlay Materials

A. Polymer Overlay: Epoxy adhesive complying with ASTM C 881/C 881M, bonding system Type III, with surface-applied aggregate for skid resistance; free of VOCs.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planiseal Traffic Coat.
2. Aggregate: ACI 548.8, oven-dried, washed, angular aggregate with a Mohs hardness scale > 6 conforming to aggregate gradation as follows:

*(a) No. 4 Mesh Size: 100 percent passing.*

*(b) No. 8 Mesh Size: 30 to 75 percent passing.*

*(c) No. 16 Mesh Size: 0 to 5 percent passing.*

*(d) No. 30 Mesh Size: 0 to 1 percent passing.*

3. Color and Texture: As indicated by manufacturer's designations.

4. Color and Texture: Matching existing.

5. Color and Texture: As selected by Architect from full range of industry colors.

B. Polymer Overlay: Epoxy adhesive complying with ASTM C 881/C 881M, bonding system Type III, with surface-applied aggregate for skid resistance; free of VOCs.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planiseal Traffic Coat FS.

2. Aggregate: ACI 548.8, oven-dried, washed, angular aggregate with a Mohs hardness scale > 6 conforming to aggregate gradation as follows:

*(a) No. 4 Mesh Size: 100 percent passing.*

*(b) No. 8 Mesh Size: 30 to 75 percent passing.*

*(c) No. 16 Mesh Size: 0 to 5 percent passing.*

*(d) No. 30 Mesh Size: 0 to 1 percent passing.*

3. Color and Texture: As indicated by manufacturer's designations.

4. Color and Texture: Matching existing.

5. Color and Texture: As selected by Architect from full range of industry colors.

XVII. Polymer-Sealer Materials

A. Epoxy Polymer Sealer: Low-viscosity epoxy, penetrating sealer and crack filler recommended by manufacturer for penetrating and sealing cracks in exterior concrete traffic surfaces

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planiseal LVB.

2. VOC Content: 240 g/L or less.

3. Color and Texture: As indicated by manufacturer's designations.

4. Color and Texture: Matching existing.

5. Color and Texture: As selected by Architect from full range of industry colors.

XVIII. Miscellaneous Materials

A. Portland Cement: ASTM C 150/C 150M, Type I, II, or III unless otherwise indicated.

B. Water: Potable.

XIX. Mixes

A. General: Mix products, in clean containers, according to manufacturer's written instructions.

1. Do not add water, thinners, or additives unless recommended by manufacturer.

2. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.

3. Do not mix more materials than can be used within time limits recommended by manufacturer. Discard materials that have begun to set.

B. Mortar Scrub Coat: Mix dry ingredients with enough water to provide consistency of thick cream.

C. Dry-Pack Mortar: Mix required type(s) of patching-mortar dry ingredients with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.

D. Concrete: Comply with Section 03 30 00 - Cast-in-Place Concrete.

E. Grout for Use with Preplaced Aggregate: Proportion according to ASTM C 938. Add grout fluidifier to mix.

XX. Execution

A. Examination

1. Do not begin installation until substrates have been properly prepared.

2. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

B. Preparation

1. Clean surfaces thoroughly prior to installation.

2. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Installation

1. Install in accordance with manufacturer's instructions and in proper relationship with adjacent construction.

D. Protection

1. Protect installed products until completion of project.

2. Touch-up, repair or replace damaged products before Substantial Completion.

**INTERIOR PAINTS & COATINGS**

I. Section Includes

A. Surface preparation and the application of paint systems of the following interior and exterior substrates:

1. Interior
   - *(a) Spray Textured Gypsum Board Walls*
   - *(b) Spray Textured Gypsum Board Ceilings*
   - *(c) Wood Trim*
2. Exterior
   - *(a) Steel*

II. Submittals

A. Submit a complete set of color chips that represent the full range of manufacturer's color samples available.

1. Color selected by owner/owner representative.

III. Closeout Submittals

A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule that includes product/color/finish and area used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures.

IV. Maintenance Materials Submittals

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Paint: 1 gallon of each material and color applied.

V. Quality Assurance

A. Manufacturer Qualifications: Produced by a manufacturer with documented minimum 10-year experience manufacturing similar products.

B. Installer Qualifications: Minimum 5-year experience installing similar products.

VI. Delivery, Storage and Handling

A. Delivery and Handling:

1. Deliver products to Project site in an undamaged condition in manufacturers original sealed containers, complete with labels and instructions for handling, storing, unpacking, and installing.
2. Packaging shall bear the manufacturers label with the following information.
   - *(a) Product name and type (description).*
   - *(b) Batch date.*
   - *(c) Color number.*
   - *(d) VOC content.*

B. Storage and Protection:

1. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.

2. Handling: Maintain a clean, dry storage area to prevent contamination or damage to the coatings.

VII. Project Conditions

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F (10 and 35 degrees C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F (3 degrees C) above the dew point; or to damp or wet surfaces.

C. Do not apply exterior paints in snow, rain, or fog or mist.

VIII. Paints and Coatings, General

A. Material Compatibility

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, provide recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

3. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions. VOCs need to be confirmed by using the products EDS sheets.

4. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall provide materials that comply with VOC limits of authorities having jurisdiction and interior paints and coatings applied at Project site, the following VOC limits exclusive of colorants added to a tint base, when calculated to 40 CFR 59, Subpart D (EPA Method 24):

*(a) Flat Paints and Coatings: 50 g/L.*

*(b) Nonflat Paints and coatings: 150 g/L.*

*(c) Primers, Sealers, and Undercoaters: 200 g/L.*

*(d) Anticorrosive and Antirust Paints applied to Ferrous Metals: 250 g/L.*

*(e) Floor Coatings: 100/ g/L.*

5. Colors: As selected by owner from manufacturers full range of color selections.

IX. Materials

A. Interior Wood Substrate

1. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primner, B28W2600 or approved equal.

2. 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series or approved equal

3. 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series or approved equal.

B. Interior – Gypsum Board Substrate (Walls & Ceilings)

1. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 or approved equal

2. 2nd Coat: S-W ProMar 200 Zero VOC Latex Egg-Shel, B202600 Series or approved equal.

3. 3rd Coat: S-W ProMar 200 Zero VOC Latex Egg-Shel, B202600 Series or approved equal.

C. Steel Substrates (R-Panels)

1. 1st Coat: S-W Pro-Cryl Universal Acrylic Primer, B66W00310 or approved equal.

2. 2nd Coat: S-W Bond-Plex Waterbased Acrylic Coating, B71W00211 Series or approved equal

3. 3rd Coat: S-W Bond-Plex Waterbased Acrylic Coating, B71W00211, Series or approved equal

X. Execution.

A. Examination

1. Examine substrates, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

2. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

B. Surface Preparation

1. Comply with manufacturers written instructions and recommendations in “MPI Manual” applicable to substrates indicated.

2. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting. After completing painting operations, use workers skilled in the trades involved to reinstall items that were remove. Remove surface-applied protection if any.

3. Clean substrates of substances that could impair bond of paints, including dust, oil, grease, and incompatible paints and encapsulants.

4. Steel (R-Panels) substrates:

*(a) Pressure wash panels to remove dust, oil residue, grease, incompatible paints, encapsulants and chalk.*

*(b) Remove rust per Pro-Cryl Universal Primer recommendations.*

*(c) Apply test area on steel (R-Panel) in accordance with Pro-Cryl Universal Primer for previously painted areas.*

XI. Application

A. Apply paint and coatings according to manufacturer’s written instructions and recommendations for each product.

1. Use applicators and techniques suited for coating and substrate indicated.

2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.

3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

B. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

C. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

D. Apply coatings using methods recommended by manufacturer.

E. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

F. Apply coatings at spreading rate required to achieve the manufacturer’s recommended dry film thickness.

G. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.

XII. Cleaning and Protection

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from coating operation.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

1. Protect finished coatings from damage until completion of project.
2. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

**STEEL DOORS & FRAMES**

I. Section Includes

A. Flush Steel doors.

B. Steel frames.

II. Submittals

A. Product Data: Submit manufacturers data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

B. Certificates:

1. Provide windstorm certification on exterior doors systems.

III. Quality Assurance

A. Manufacturer Qualifications: Steel doors and steel framing produced by a manufacturer with documented minimum 5-year experience manufacturing similar products.

B. Installer Qualifications: Minimum 5-year experience installing similar products.

C. Hurricane Doors: Provide door systems complying with Texas Windstorm with an affixed physical label for Inland II

IV. Delivery, Storage and Handling

A. Storage and Protection:

1. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions in strict compliance with manufactures instructions and industry standards.
2. Store vertically in a dry area, under a proper vented cover.
3. Place on 4” high wood sills or in a manner that will prevent rust or damage. Provide 1/4” space between doors to promote air circulation.
4. Do not use non-vented plastic or canvas shelters
5. Should wrappers become wet, remove immediately.
6. Store frames in an upright position with heads uppermost under cover. Place on 4” high wood sills to prevent rust and damage. Store assembled frames five units maximum in a stack with 2” space between frames to promote air circulation.

V. Coordination

A. Coordinate with door opening construction and door frame and door hardware installation.

VI. Warranty

A. Manufacturers Warranty: Manufacturers standard limited warranty for defects in manufacturing.

VII. Materials

A. Full Flush Doors (Interior Doors)

1. Door Thickness: 1-3/4 inches (45 mm).
2. Bevel hinge and lock door edges 1/8 inch (3 mm) in 2 inches (50 mm). Square edges on hinge and/or lock stiles are not acceptable.
3. Reinforced top and bottom of doors.

B. Hurricane Doors (Exterior Door)

1. Design per 2006 Texas Revisions of the 2006 International Building Code:

*(a) Basic Wind speed requirements for construction*

(1) Inland II Zone: 110 mph, 3-second gust

*(b) Shall resist the cyclic pressures, static pressures as detailed in the Texas Department of Insurance for Inland II. (Exterior Doors)*

*(c) Door, frame and lock shall be designed and rated as an assembly as an approved evaluated product by Texas Department of Insurance (TDI)*

(1) Doors shall bear a label indicating compliance with AAMA/WDMA/CSA101/I.2.2/A440. Shall include the name of the product, the name of the product manufacture, the design pressure rating for the door, the tested dimensions of the door and in compliance with ASTM E 330.

C. Astragals for pairs of doors: Manufacturers standard for labeled and non-labeled openings.

D. Door Bottom:

1. Electrometric, continuous strip, screw-attached to recessed bottom door channel for concealed installation; double sealing.

VIII. Finishes

A. Chemical Treatment: Treat steel surfaces to promote paint adhesion.

B. Factory Prime Finish: Meet requirements of ANSI A 250.10.

IX. Execution.

A. Examination

1. Verify that project conditions are acceptable before beginning installation of frames.
2. Do not begin installation until conditions have been properly prepared.
3. Correct unacceptable conditions before proceeding with installation.

X. Installation

A. Install doors and frames in accordance with manufacturer's printed installation instructions and with Steel Door Institute's recommended erection instructions for steel frames ANSI A250.11 and NAAMM/HMMA 840.

B. Remove temporary steel spreaders prior to installation of frames.

C. Set frames accurately in position; plumb, align and brace until permanent anchors are set.

D. Apply hardware in accordance with hardware manufacturers' instructions and Section 08 71 53 - Security Door Hardware.

XI. Adjust and Clean

A. Adjust doors for proper operation, free from binding or other defects.

B. Clean and restore soiled surfaces. Remove scraps and debris and leave site in a clean condition.

XII. Protection

A. Protect installed products and finished surfaces from damage during construction.

**POLISHED CONCRETE FINISHING**

I. Section Includes

A. Products and procedures for coloring and bonded abrasive polished concrete floors using multi-step wet/dry mechanical process, and accessories indicated, specified, or required to complete polishing.

II. Definitions

A. Terminology: As defined by Concrete Polishing Council (CPC) glossary.

B. Polished Concrete: The act of changing a concrete floor surface, with or without surface exposure of aggregate, to achieve a specified level of appearance.

C. Bonded Abrasive Polished Concrete: The multi-step operation of mechanically grinding, honing, and polishing a concrete floor surface with bonded abrasives to cut a concrete floor surface and to refine each cut to the maximum potential to achieve a specified level of appearance as defined by the CPC.

III. Submittals

A. Product Data: Manufacturer's technical literature for each product indicated, specified, or required. Include manufacturer's technical data, application instructions, and recommendations.

B. Maintenance Data:

1. Include instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated use.

2. Include precautions against cleaning products and methods which may be detrimental to finished and performance.

IV. Quality Assurance

A. Polisher Qualifications: Company that has successfully completed five projects similar in design, products, and extent to scope of this Project; with a record of successful in-service performance; and with sufficient production capability, facilities, and personnel to produce specified work.

B. Manufacturer Qualification: Approved by manufacturer to apply liquid applied products.

V. Project Conditions

A. Damage and Stain Prevention: Prevent damage and staining of concrete surfaces to be polished.

1. Protect from petroleum, oil, hydraulic fluid, or other liquid dripping from equipment working over surfaces.

2. Protect from acids or acidic detergents on slab.

3. Protect from painting activities over concrete surfaces.

B. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting liquid applied product application.

VI. Sequencing

A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

VII. Products

A. Liquid Densifier: An aqueous solution of silicon dioxide dissolved in one of the following hydroxides that penetrates into the concrete surface and reacts with the calcium hydroxide to provide a permanent chemical reaction that hardens and densifies the wear of the surface of the cementitious portion of the concrete.

1. Sodium Silicate
2. Potassium Silicate
3. Lithium Silicate

4. Alkali solution of Colloidal Silicates or Silica

B. Dye: Non-film forming soluble colorant dissolvent in a carrier designed to penetrate and alter coloration of a concrete floor surface without a chemical reaction.

VIII. Accessories

A. Repair Material: A product is designed to repair cracks and surface imperfections. The specified material must have sufficient bonding capabilities to adhere after the polishing to the concrete surface and provide abrasion resistance equal to or greater than the surrounding concrete substrate.

B. Grout Material: A thin mortar used for filling spaces. Acceptable products shall be:

1. Epoxy, urethane, polyurea, or polyaspartic resins.
2. Latex or acrylic binders mixed with cement dust from previous grinding steps.
3. Silicate binders mixed with cement dust from previous grinding steps.

IX. Execution

A. Examination

1. Acceptance of Surfaces and Conditions: Examine substrates to be polished for compliance with requirements and other conditions affecting performance. Proceed only when unsatisfactory conditions have been corrected in a manner complying with the Contract Documents.

B. Preparation

1. Cleaning Concrete Surfaces: Prepare and clean concrete surfaces. Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grim, oil, paint splatter, glue, and wax.

C. Coloring Concrete Floors

1. Dye Application: Follow manufacturer's recommendations.

D. Polishing Concrete Floors

1. Perform all polishing procedures to ensure a consistent visual appearance from wall to wall.
2. Initial Grinding:

*(a) Use grinding equipment with metal or semi-metal bonded tooling.*

*(b) Begin grinding in one direction using sufficient size equipment and diamond tooling to meet specified aggregate exposure class.*

*(c) Make sequential passes with each pass perpendicular to previous pass using finer grit tool with each pass, up to 100 grit metal bonded tooling.*

*(d) Achieve maximum refinement with each pass before proceeding to finer grit tools.*

3. Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust. Liquid Densifier Application: Apply undiluted to point of rejection, remove excess liquid, and allow curing according to manufacturer's instructions.
4. Grout Grinding:

*(a) Use grinding equipment and appropriate grit and bond diamond tooling. Apply grout, forced into the pore structure of the concrete substrate, to fill surface imperfections.*

*(b) Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible debris and dust.*

5. Honing:

*(a) Use grinding equipment with hybrid or resin bonded tooling.*

*(b) Hone concrete in one direction starting with 100 grit tooling and make as many sequential passes as required to remove scratches, each pass perpendicular to previous pass, up to 400 grit tooling reaching maximum refinement with each pass before proceeding to finer grit tooling.*

*(c) Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust.*

6. Aggregate Exposure Class A – Cement Fines: Surface exposure of 85 to 95% cement fines and 5 to 15% fine aggregate based on visual observation of the overall area of the polished floor.

7. Appearance Level 2 – Satin (Honed):

*(a) Procedure: Recommended not less than 4 step process with full refinement of each diamond tool with one application of densifier.*

*(b) Measurement: Determine the Image Clarity Value %, and the Haze Index:*

*(i) Image Clarity Value, %: An average value of 10 to 39 measured in accordance with ASTM D5767 prior to the application of sealers.*

*(ii) Haze Index: An average value less than 10 measured in accordance with ASTM D4039 prior to the application of sealers.*

*(iii) The minimum number of test distributed across the polished surface should be three, for areas up to 1000 ft² and one additional test for each 1000 ft² squared or fraction thereof. This applies to both the Image Clarity Value and Haze Index.*

E. Protection

1. Protect installed products until completion of project.

**ALTERNATES**

I. Section Includes

A. Administrative and procedural requirements for alternates

II. Definitions

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.

2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

III. Procedures

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, each party involved shall be notified in writing the status of each alternate, in particular whether alternates have been accepted, rejected, or deferred for later consideration. Notification shall include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

IV. Execution

A. Schedule of Alternates:

1. Alternate No. 1: Exterior Metal Wall Panels.

*(a) Base Bid: No work done to exterior metal wall panels.*

*(b) Alternate Bid: Clean and paint exterior metal panels per specifications.*

2. Alternate No. 2: Exterior Metal Roof Panels.

*(a) Base Bid: No work done to roof panels and screws*

*(b) Alternate Bid: Repair and replace roof panels and screws per Faust Engineering Roof Report.*

3. Alternate No. 3: Gutters & Downspouts.

*(a) Base Bid: No work done to gutters and down spouts*

*(b) Alternate Bid: Remove and dispose of existing gutters and downspouts and install new gutter and downspouts on all four sides of the building and along the front of the shed roofs. Contractor shall field verify building dimensions.*

4. Alternate No. 4: Window.

*(a) Base Bid: No work done on windows.*

*(b) Alternate Bid: Install new 4'-0" x 4'-0" window per plans. Window shall be impact resistant and shall meet windstorm requirements. Contractor shall coordinate with a Windstorm Engineer and provide a windstorm certificate.*

5. Alternate No. 5: Closed Cell Insulation.

*(a) Base Bid: R-13 batt insulation installed in exterior walls*

*(b) Alternate Bid: Closed cell plastic foam installed 2" thick minimum per manufacturer's instructions and recommendations.*

6. Alternate No. 6: Vertical Panel Fiber Cement Board.

*(a) Base Bid: Installation of 5/8" gypsum board tape, floated and textured per specifications.*

*(b) Alternate Bid A: Installation of 48" x 96" x 5/16" thick James Hardi Vertical Panel (or equal) installed per manufactures instructions and recommendations.*

(1) Texture: Sierra 8

(a) Apply 2 coats of paint (color selected by owner)

*(c) Alternate Bid B: Installation of 48" x 96" x 5/16" thick James Hardi Vertical Panel (or equal) installed per manufactures instructions and recommendations.*

(1) Texture: Stucco – Color Plus

(a) Panels are pre-painted (color selected by owner)

7. Alternate No. 7: Cleaning of Air Handler Unit and Ducts.

*(a) Base Bid: Inspection of existing air handler unit and ducts for damage, mold and compatibility with new outside air conditioning unit.*

*(b) Alternate Bid: Clean existing air handler unit and duct as indicated on construction documents*

8. Alternate No. 8: Removal and Replacement of Air Handler Unit, Ducts and Heater.

*(a) Base Bid: Inspection of existing air handler unit, duct and heater for damage, mold and compatibility with new outside air conditioning unit.*

*(b) Alternate Bid: Installation of new air handler unit, ducts and heater to be installed per manufacturers instructions and recommendations.*

9. Alternate No. 9: Removal and installation of new Air Conditioning Unit & installation of new metal platform.

*(a) Base Bid: Removal and installation of new 3-Ton Air Conditioning Unit placed on 4" concrete pad.*

*(b) Alternate Bid: Removal and installation of new 3-Ton Air Conditioning Unit and installation of new metal platform. Installed at 7' above finish floor elevation.*

10. Alternate No. 10: New dedicated circuit and installation of new tankless water heater in new location.

*(a) Base Bid: New dedicated circuit and installation of a new 40-gallon water heater in new location.*

*(b) Alternate Bid: New dedicated circuit and installation of a new tankless water heater mounted at 48" to operable controls in a new location.*

11. Alternate No. 11: Removal of existing electrical panel and installation of new electrical panel.

*(a) Base Bid: No changes to electrical panel*

*(b) Alternate Bid A: Removal of electrical panel and installation of a new electrical panel relocated above the office in the loft. Install new wiring for all existing circuits that will become too short.*

*(b) Alternate Bid B: Removal of electrical panel and installation of a new electrical panel relocated above the office in the loft. Install junction boxes for all existing circuits that will become too short.*

12. Alternate No. 12: Removal and installation of new convenience outlets and light switches

*(a) Base Bid: Relocate convenience outlets and light switches that are located on walls that are to be removed and/or relocated.*

*(b) Alternate Bid A: Remove existing convenience outlets and light switches and replace with new convenience outlets and light switches. Install new convenience outlets and light switches on new or relocated walls as needed.*

*(c) Alternate Bid B: Remove existing convenience outlets and light switches and replace with new convenience outlets and light switches. Install new convenience outlets and light switches on new or relocated walls as needed. Install all convenience outlets and light switches at 48" above finish floor elevation except for those above counters which shall be placed at 42" above finish floor elevation.*

# Bidder Information Form

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

**Bid Name & Number:** Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed, IFB 18-060/YS

**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

To Jefferson County:

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

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

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

# Acceptance of Offer

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

This contract shall henceforth be referred to as Contract No. 18-060/YS, Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed. 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

Jefferson County Road and Bridge, Precinct #3 Stock Yard Renovations

The undersigned bidder declares and represents that he/she; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in workmanlike manner, all work services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents.

**Total Base Bid:** For all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternates:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. State whether alternate is an add or deduct.

**Alternate No. 1** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 2** (As Described in Specifications) for the Lump sum of :$ _____

Al**ternate No. 3** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 4** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 5** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 6** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 7** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 8** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 9** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 10** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 11 A** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 11 B** (As Described in Specifications) for the Lump sum of: $_____

# Bid Form (continued)

**Alternate No. 12 A** (As Described in Specifications) for the Lump sum of: $_____

**Alternate No. 12 B** (As Described in Specifications) for the Lump sum of: $_____

Name of Bidder:
_____

Address of Bidder:
_____

_____

Contractor's License Number:
_____

Name of Authorized Signatory of Bidder:
_____

Title of Authorized Signatory of Bidder:
_____

Signature of Authorized Signatory of Bidder: _____

Date: _____

**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 | |

**<u>Bidder Shall Return Completed Form with Offer.</u>**

# Conflict of Interest Questionnaire

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor doing business with local governmental entity**

| | OFFICE USE ONLY |
|---|---|
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**<br>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).<br>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.<br>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | Date Received |

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

**4**

_____ _____
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

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

# Local Government Officer
# Conflicts Disclosure Statement - OFFICE USE ONLY

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

**OFFICE USE ONLY**

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

# Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

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

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

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

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

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

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

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

| | |
|---|---|
| Printed Name of Authorized Representative | Signature |
| Title | Date |

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

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

***This information must be submitted with your bid.***

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

## Bidder Shall Return Completed Form with Offer.

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

**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



## HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

## Bidder Shall Return Completed Form with Offer.

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



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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

**PAGE 4 OF 4**

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

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.**

# 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**

**December 10th, 2018**

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-061/YS, Automobile Rental Concessions at the Jack Brooks Regional Airport. **Specifications for this project may be obtained from the website, http://www.co.jefferson.tx.us, or by calling 409-835-8593.**

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

| | |
|---|---|
| **BID NAME:** | **Automobile Rental Concessions at the Jack Brooks Regional Airport** |
| **BID NO:** | **IFB 18-061/YS** |
| **DUE DATE/TIME:** | **11:00 AM CST, January 29, 2019** |
| **MAIL OR DELIVER TO:** | **Jefferson County Purchasing Department**<br>**1149 Pearl Street, 1st Floor**<br>**Beaumont, Texas 77701** |

A non-mandatory pre-bid meeting will be held on Tuesday, January 8, 2019, at 10:00am CST, at the Jack Brooks Regional Airport – Ware Terminal Conference Room, located at 5000 Jerry Ware Drive, Beaumont, Texas 77705.

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

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

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

**Respondents are strongly encouraged to carefully read the entire invitation.**



Deborah Clark
County Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise – December 12 and December 19, 2018

# IFB 18-061/YS

## Automobile Rental Concessions at the Jack Brooks Regional Airport

## Bids due: 11:00 am CST, Tuesday, January 29, 2019


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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) 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.

**https://www.co.jefferson.tx.us/Purchasing/**

# 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, First 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 of 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.

**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 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 - 2019**

| | | |
|---|---|---|
| December 24 & 25 | Mon & Tues | Christmas |
| January 1 | Tues | New Year's Day |
| January 21 | Mon | Martin Luther King Jr. Day |
| February 18 | Mon | President's Day |

**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 awarded bidder; 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 highest 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 bidder, and/or to reject any or all bids. In the event the highest dollar bidder meeting specifications is not awarded a contract, bidder may appear before the Commissioners' Court and present

evidence concerning bidder responsibility after officially notifying the Purchasing Department of the bidder'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, together with the Concession Agreement, sample, attached as Attachment A. For that reason, all of the terms and conditions of the contract include those contained in this IFB, unless any of the terms and conditions are 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 Department 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 Purchasing Department. In addition, to the extent possible, copies will be emailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. 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.

**16. 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.

**17. Currency**

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

**18. 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. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

**19. Notice to Proceed/Purchase Order**

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

**20. 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.
- The bidder hereby certifies that the bidder has a license to do business in the State of Texas or documentation that the company is capable of becoming licensed.

**21. Definitions**

"County" – Jefferson County, Texas.

"Concessionaire" – The bidder whose offer is accepted by Jefferson County.

"Premises" - as referred to in the Contract refers collectively to the following:

- Terminal Ticket Counter Space. The ticket counter area, including a private office space, within the terminal building designated for exclusive use by each car rental agency.
- Ready/Return Parking Area. The parking area designated by the County for exclusive use by the car rental agencies for rental car return and storage of rental ready vehicles. The allocation of spaces within the Ready/Return Lot shall be determined by the County as provided in the Contract.

**22. Minority-Women Owned Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and Women (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 Terms and 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. **Exceptions and/or Substitutions.**

All bids meeting the intent of the specifications and plans will be considered for award with no exceptions.

1.7. **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.

1.8. **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.

1.9. **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 final counts.

1.10. **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.

1.11. **Addenda.**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than January 18, 2019. 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. Bidders must submit questions by close of business (5:00 pm CST) on January 11, 2019.

1.12. **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.

1.13. **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.

1.14. **Responsiveness.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein.

1.15. **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.

1.16. **Proprietary Data.**

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

1.17. **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. **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.

## 3. Contract

### 3.1. 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.

### 3.2. Contract Agreement.

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, continue for up to a five (5) year period.

### 3.3. 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.

### 3.4. 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.

### 3.5. 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.

### 3.6. Interest by Public Officials.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

### 3.7. 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.

### 3.8. 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.

3.9. **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.

3.10. **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.

3.11. **Silence of Specifications.**

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

# Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

**1. Bid Requirement**

Each bidder shall insure that all parts of the bid are completed 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 two (2) 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), **unless contract is considered exempt as described below.**

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.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

**FORM 1295 Exemptions:** What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract

- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents. Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

- Minimum Insurance Requirements
- Public Liability $1,000,000.00
- Excess Liability $1,000,000.00
- Property Insurance Improvements & Betterments
- Workers' Compensation Statutory Coverage (see attached)

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars ($1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars ($100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars ($5,000); Hired and Non-Owned Auto Liability in the Minimum sum of Five Hundred Thousand Dollars and No/100 Dollars ($500,000); Workers Compensation insurance which companies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name the County, its officer, servant, agents and employees as additional insured. Concessionaire shall furnish and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on worker's compensation policy.

# Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number: IFB 18-061/YS

**1. Scope**

Bidder shall provide bids for one of a total of two Automobile Rental Concessions at the Jack Brooks Regional Airport subject to the terms and conditions stated herein beginning on or about February 1, 2019, and will continue for a five (5) year period.

Any Rental Car Company operating at the Jack Brooks Regional Airport must be in good standing prior to placing a bid.

The County reserves the right to waive bid informalities, and to reject any or all bids, and to award to the bidders making the offers most beneficial to the County. Concession agreements will be entered into with the two (2) best bidders.

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

Refer questions of a commercial nature to Yea-Mei Sauer, Contract Specialist, at 409-835-8593, or via email at ysauer@co.jefferson.tx.us and questions of a technical nature to Alex Rupp, Airport Manager, Jack Brooks Regional Airport at 409-719-4900 or via email at arupp@co.jefferson.tx.us Set up and operation of booths shall be at the sole expense of the successful bidder.

Rental Car Parking:

Rental car parking shall be awarded according to the ranking of bidders.

The Rental Car Parking Lot contains 141 parking spaces:

- 16 Spaces are designated for Terminal Employee Parking
- 14 Spaces are designated for Overflow (to be used by any terminal tenant/employee)
- 111 Spaces are designated for Rental Car Parking

Successful bidders will be required to clearly identify their parking spaces as assigned. Negotiations will be required for additional parking spaces required outside of the assigned parking spaces.

Currently, Avis has 76 designated spaces and Hertz has 35 designated spaces in the Rental Car Parking Lot.

Successful bidders shall comply with the concession agreement, Attachment “A,” attached. Successful bidders shall provide a national credit card system and a rental reservation system.

Any bidder, currently operating at the Jack Brooks Regional Airport, wishing to join office/counter space with a sister company, whole or in part owned by said bidder, is allowed to do so upon Airport Director approval.

**2. Schedule**

| | |
|---|---|
| December 12, 2018 | Invitation for Bid to first be advertised |
| January 8, 2019 | Pre-bid meeting held at the Jerry Ware GA Terminal Conference Room |
| January 11, 2019 | Final day for written questions from potential bidders |
| January 29, 2019 | Bids are due. |

**3. Marketing and Traffic Data**

The airport is presently served by American Airlines providing air service to Dallas Fort Worth International Airport via CRJ140/145s.

Jack Brooks Regional Airport Passenger Count

| | Enplanements | Deplanements | Total |
|---|---|---|---|
| 2012 | 5,638 | 5,356 | 10,994 |
| 2013 | 34,090 | 33,690 | 67,780 |
| 2014 | 36,605 | 35,340 | 71,945 |
| 2015 | 33,606 | 33,647 | 67,253 |
| 2016 | 26,375 | 27,149 | 53,524 |
| 2017 | 23,930 | 23,485 | 47,415 |
| 2018 | 26,077 | 25,147 | 51,224 |
| | 186,321 | 183,814 | 370,135 |

**2018 Figures are projected thru the end of the year.

**4. Flight Schedules**

The following table shows the current and anticipated arrival/departure schedules of the airlines current serving Jack Brooks Regional Airport.

Current Schedule (Mon, Thurs, Fri, Sun)

| | Depart BPT | Arrive DFW | | Depart DFW | Arrive BPT |
|---|---|---|---|---|---|
| 1 | 6:20 AM | 7:45 PM | 2 | 10:40 AM | 12:00 PM |
| 3 | 12:30 PM | 1:50 PM | 4 | 2:20 PM | 3:30 PM |
| 5 | 4:30 PM | 5:50 PM | 6 | 8:40 PM | 10:00 PM |

Beginning Feb 14, 2019 (Mon, Thurs, Fri, Sun)

| | Depart BPT | Arrive DFW | | Depart DFW | Arrive BPT |
|---|---|---|---|---|---|
| 1 | 6:20 AM | 7:45 PM | 2 | 8:45 AM | 10:00 AM |
| 3 | 10:30 AM | 11:50 AM | 4 | 3:00 PM | 4:15 PM |
| 5 | 4:40 PM | 6:00 PM | 6 | 10:20 PM | 11:35 PM |

**Current schedule excludes flights 4 and 5 on Tuesday, Wednesday, and Saturday.

***Flight schedule change excludes flights 2 and 3 on Tuesday, Wednesday, and Saturday.

**5. Execution of Bid Form**

Bids shall be made only on the bid form accompanying these instructions. No telegraphic, faxed, or modified bid form will be considered.

If the bid is made by a partnership, the name of each partner shall be printed or typewritten and it shall be executed in the name of the partnership followed by the signature of an authorized partner. If the bid is made by a joint venture, it shall be executed by each participant of the joint venture and shall be accompanied by a copy of the joint venture agreement.

The address of the bidder shall be typed or printed on the bid form.

**6. Incomplete Bids**

Bids that are incomplete or are conditioned in any way, or which contain erasures or alterations, may be rejected as incomplete.

**7. Basis of Award**

Contract award will be based on the best bids as determined by the County Purchasing Agent as follows:

- Total Minimum Annual Guarantee (MAG), sum of all (5) five years.
- Total Annual Parking

For purposes of this IFB, bidders will be ranked, highest to lowest, according to their proposed MAG. This ranking will be the order in which successful bidders shall select the counter space available at the terminal and parking spaces, giving consideration to existing counter and parking spaces currently occupied.

If a successful bidder currently operates at the Airport, that operator may retain its existing counter location. If a successful bidder is not presently operating at the Airport, it will have an opportunity to occupy the space of a current operator who does not bid or who is an unsuccessful bidder.

If two or more bidders not currently operating at the Airport replace current operators, the successful new bidder who proposes the highest MAG will have the first choice of available space; the second highest will have second choice, etc. A diagram showing the location of the agencies currently operating at the Airport is attached as Exhibit B “Terminal Floor Plan”.

There are four (4) counter spaces, two (2) of which are leased to non-rental car tenants.

**8. Other Proposer Criteria**

Concessionaire may operate a rental car business under up to two brand names within the Leased Premises at no additional charge. If the Lessee desires to operate with more than one brand name, it must provide advanced written notice in the bid documents to the Airport Director of the brand names it intends to operate and display within the Leased Premises. Those wishing to dual brand must bid for and work from a single counter, utilizing a single ready and return area. Dual branding will only be permitted for those who bid dual brands under this bid. If dual brands are bid, the minimum annual guarantee and gross receipts/gross revenue as identified in the sample agreement will include the combined figures for both brands.

**9. Disposition of Existing Facilities**

A car rental agency currently operating at the Airport will be required to remove its personal property, including above-ground fuel storage facilities and equipment, if it does not propose or is an unsuccessful bidder.

The current operator whose space will be taken over by a successful bidder will not be required to remove its personal property if the successful bidder who will be taking over that space acquires that personal property from the current operator.

The successful bidder who is not currently operating at the Airport will be required, in a separate agreement, to install its own facilities, including counter inserts, fuel tanks, and fuel pumping facilities.

The unsuccessful bidder will not be required to sell its property to the successful bidder and the County will not be involved in any negotiations between the successful bidder and the unsuccessful bidder.

**10. Disadvantaged Business Enterprises (DBE) Participation Goals**

It is the policy of the County to require the inclusion of firms owned and controlled by minorities or women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in Part 26 Code of Federal Regulations, Title 49. County will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before the County commits to the Concession Agreement with the bidder. Article XXVI of the Concession Agreement outlines the Airport Concession DBE Requirements.

# Bidder Information Form

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

**Bid Name & Number:** **Automobile Rental Concessions at the Jack Brooks Regional Airport**

**IFB 18-061/YS**

**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

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

# Offer to Contract

**IFB 18-061/YS**

**Automobile Rental Concessions**

**at the Jack Brooks Regional Airport**

To Jefferson County:

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

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

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

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

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Name

_____
Phone Fax

_____
E-mail

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

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

# Acceptance of Offer

**IFB 18-061/YS**

**Automobile Rental Concessions**

**at the Jack Brooks Regional Airport**

The Offer is hereby accepted for the following items: **Automobile Rental Concessions at the Jack Brooks Regional Airport. Contract Term: One (1) Five (5) year period.**

The Concessionaire 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. **IFB 18-061/YS**, **Automobile Rental Concessions at the Jack Brooks Regional Airport**. 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

Carolyn L. Guidry
County Clerk

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

# Bid Form

| | Monthly Amount (MAG / 12) | Minimum Annual Guarantee (MAG) |
|---|---|---|
| Year 1 | | |
| Year 2 | | |
| Year 3 | | |
| Year 4 | | |
| Year 5 | | |
| **Total Five Year MAG** | | |

| | Number of Spaces | Annual Parking (Spaces x $108) |
|---|---|---|
| **Rental Car Parking:** Number of Parking Spaces Bid: (Min 35 / Max 76) | | |
| Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck) | | |

| **Car Wash Area** | Mark X in Desired Location | Annual Amount |
|---|---|---|
| Car Wash Area 1 (Min $11,250 Yr) | | |
| Car Wash Area 2 (Min $3,240 Yr) | | |

| | |
|---|---|
| TOTAL BID AMOUNT | |

**Parking Spaces:**

The minimum amount of parking spaces bidders are required to bid on is 35 with a minimum rate of $9.00 per month ($108 per year) per parking space. Maximum number of spaces is 76. If more spaces are required than available in the Rental Car Parking Lot, successful bidders can negotiate separately with Airport outside of the bid.

Fixed Cost Note:

A charge for 192 square feet of Terminal Office/Counter space, at a rate of $24.00 per square foot per annum ($384.00 month) will be part of the contract.

Acknowledgment of Addenda (if any):

Addendum No. _____ Addendum No. _____ Addendum No. _____

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

# Signature Page

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

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

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

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

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

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

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

# Conflict of Interest Questionnaire

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor doing business with local governmental entity**

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

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

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

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

| OFFICE USE ONLY |
| --- |
| Date Received |

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

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

# Local Government Officer Conflicts Disclosure Statement

## OFFICE USE ONLY

**LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT** — **FORM CIS**

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

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

**OFFICE USE ONLY**

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

# Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

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

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

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

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

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

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

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

| | |
|---|---|
| Printed Name of Authorized Representative | Signature |
| Title | Date |

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

# Notice of Intent (NOI)

# to Subcontract with Historically Underutilized Business (HUB)

***This information must be submitted with your bid.***

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

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

---

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____

Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

---

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

---

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

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

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

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 1 OF 4**

***This information must be submitted with your bid.***

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street City State Zip

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

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

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

## PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form



## HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

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

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

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



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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

**PAGE 4 OF 4**

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

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.***

# Local Government Code Section 2252.001

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER A. NONRESIDENT BIDDERS

Sec. 2252.001. DEFINITIONS. In this subchapter:

(1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

(2) "Governmental entity" means:

(A) the state;

(B) a municipality, county, public school district, or special-purpose district or authority;

(C) a district, county, or justice of the peace court;

(D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education Code;

(E) the legislature or a legislative agency; or

(F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.

(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.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

# 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_____, 2013.

_____

Notary Public in and for

the State of _____

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

# Attachment A: Sample Contract

## *Actual Terms will be negotiated upon Award*

THE STATE OF TEXAS ATTACHMENT A

COUNTY OF JEFFERSON CONCESSION AGREEMENT

This Concession Agreement, made and entered into this _____day of _____, 201X, by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and _____ authorized to do business in the State of Texas (hereinafter called "Concessionaire" or "Lessee"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on DBO (or a subsequent anniversary date).

WITNESSETH

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is one of the four successful bidders,

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

**ARTICLE I - Term**

The contract commences January 1, 2019 and terminates December 31, 2023, sixty (60) months after the commencement date.

If lessee shall hold over and remain in possession of the Leased Premises after the expiration of the Term specified herein, such possession by Lessee shall be deemed to be a month-to-month tenancy that is terminable immediately on written notice delivered at any time by either party. During any such month-to-month tenancy, Lessee shall pay all the fees, charges, and annual guarantees required by this Agreement. All provisions of this Agreement except those pertaining to Term shall apply to said month-to-month tenancy.

**ARTICLE II - Concession Rights Granted**

County grants to Concessionaire the right to operate the concession at the Airport as shown in Exhibits "A" and "B". This concession shall be one (1) of two (2) similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

**ARTICLE III - Premises**

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

a) Counter and Administrative Area: One of four (4) Counter and administrative areas, consisting of approximately 192 square feet each, as shown on Exhibit B.

b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for **XX** spaces each as designated on Exhibit A. [**Number of spaces and location determined by successful bid**.]
c) Car Wash Facilities: One of two (2) car wash – ready return areas, as shown on Exhibit D.

**ARTICLE IV - Exclusive Concessions**

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

**ARTICLE V - Fees, Charges and Rental**

As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, either ten percent (10%) of the Monthly Gross Revenue received by Lessee for the operation of the Airport car rental concession under this agreement, or a payment of one-twelfth (1/12) of the Minimum Annual Guarantee (MAG), as specified in the bid for the operation of the concession under this agreement, whichever amount is greater. Refer to attached bid sheet, Exhibit D, with Lessee's MAG as bid for each contract year.

During the contract, the term "gross revenue" shall mean the sums derived from time and mileage charges, after discounts, for the rental of automobiles hereunder without regard to the manner in which, or place in which, Concessionaire has received the order for the automobile and regardless as to whether the cars are returned to the airport or some other location; provided, however, "gross revenue" shall only include that portion of time and mileage charges which are actually credited to Concessionaire's Jack Brooks Regional Airport Operation for the rental of "foreign vehicles" at and from said Airport. "Foreign vehicles" are vehicles not assigned to (1) Concessionaire's Beaumont/Port Arthur fleet, or (2) in the case of Concessionaire which also operates rental car service at the City of Houston Airport, Concessionaire's Houston zone fleet.

"Gross revenue" shall not include the amount of any Federal, State or Municipal sales or other similar taxes separately stated and collected from customers of Concessionaire now or hereinafter levied or imposed, nor any sums received as insurance or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion or abandonment of such automobile, nor amounts paid by customers of Concessionaire separately billed as additional charges for waiver by Concessionaire of its rights to recover from customers for damages to the vehicles rented or as refueling reimbursement charges, nor any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures.

The Concessionaire shall have the right to conduct part of its operations on a credit basis provided, however, the risk of such operation shall be borne solely by the Concessionaire. The Concessionaire, for the purpose of its rentals, shall report both cash and credit sales of its monthly gross revenue statement. Unless specifically mentioned above, all other revenues are excluded.

**Itemized:**

a) **Counter and Administrative Space**: A charge for approximately 192 square feet of counter and administrative space, at the rate of $24.00 per square foot per annum ($4,608 annual or $384 monthly) shown on Exhibit B

b) **Rental Car Parking Lot:** A charge of **$XXX.XX** per month [***determined by bid: number of spaces bid x minimum monthly rate per space***] for the parking space shown on Exhibit A. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

c) **Rental/Moving Trucks**: Rental trucks, or "trucks for hire", if such are kept on Airport property, will be stored in an area designated by the Airport Director. A charge of **$XXX.XX** per month [***determined by bid: number of spaces bid x minimum monthly rate per space***] for the parking

space shown on Exhibit A. At no time will the rate per space be less than **$X.XX** per month. Since the rental/moving trucks take up approximately three (3) spaces per truck, each truck will have a minimum of 3 spaces each.

d) **Car Wash Facility**: A charge of **$XXX.XX** per month [***determined by bid: number of spaces bid x minimum monthly rate per space***] for the car wash facility shown on Exhibit C. At no time will the rate per space be less than **$X.XX** per month.

Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement. Concessionaire shall furnish the County a report for Concessionaire's gross revenue during the preceding calendar month, and shall simultaneously pay County the as specified percentage of gross revenue. At the close of the contract year, if the specified percentage has not been paid, the difference between what has been paid and the specified percentage shall be paid. In the event, at the close of the calendar year, the concessionaire has made annual payments in excess of the concession fees required during said calendar year, the concessionaire shall be entitled to a refund or credit towards future fees incurred in the amount of the excess. Such refund or credit shall be due to the concessionaire no later than thirty (30) days after concessionaire's written notice to the County of such excess.

All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 5000 Jerry Ware Drive, Beaumont Texas, 77705, or the address provided in Article XX, or via email to mlandry@co.jefferson.tx.us, or to any person or to any other place as may be hereinafter designated, in writing, by the County.

**ARTICLE VI – Abatement of MAG (Minimum Annual Guarantee)**

If during the term of this agreement, the number of deplaning passengers for any two consecutive months is less than 80% of the number of deplaning passengers for the corresponding two months of the immediate preceding contract year or of the first contract year a portion of the MAG shall be abated. The amount of the abatement during those months shall be equal to one-twelfth (1/12) of the Minimum Annual Guarantee for each of those months. During the period of abatement, rental car companies will pay 10% of revenue earned based upon the actual activity. The MAG abatement will cease in the first month that the number of deplaning passengers equals or exceeds 80% of deplaning passengers for the corresponding two months of the immediate preceding contact year or of the first contract year.

**ARTICLE VII - Entry by Concessionaire**

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

**ARTICLE VIII - Service Standards**

Concessionaire agrees:

a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.
b) Concessionaire may install, as a facility hereunder, in the premises or at such other place as the parties may agree, a direct line telephone to the office of the nearest office of Concessionaire for the purpose of supplying automobile rental service to airport patrons during periods when other automobile rental facilities are closed.
c) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Signs must be approved by

Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.

d) Concessionaire shall keep or cause to be kept true, accurate and complete records of business conduct hereunder. Concessionaire agrees that the County shall have the right through its duly appointed auditor to examine such records upon prior written notice of not less than thirty (30) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.
e) Concessionaire shall pay when due all expenses in connection with the use of the premises hereunder, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises for improvements at any time.
f) Concessionaire shall keep the premises and all furniture, fixtures, and equipment installed thereon in good order, condition, and repair, reasonable wear and tear and damage by fire and other casualty expected.
g) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.

**ARTICLE IX - Prohibited Acts**

Concessionaire shall not:

a) Alter, install, or change exclusive premises, in any way, without written approval from Airport Director prior to such changes;

b) commit or allow nuisance in its area or at the airport;

c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;

d) use the concession area or any part thereof for sleeping purposes;

e) interfere with the effectiveness or accessibility of utility heating, ventilating or air-conditioning systems, or interfere with the access and passage to the concession areas where the public area is adjacent thereto;

f) and allow vehicles to be parked in unauthorized areas.

**ARTICLE X - Non-Liability Of County**

The County shall not be liable for any acts or omissions of Concessionaire or an independent contractor. Nor shall the County be liable for any loss of or damage to any personal property, fixtures, or equipment of Concessionaire installed or stored at the airport.

Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

**ARTICLE XI - Unauthorized Solicitation**

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or transaction of automobile rental business at the airport by any person or organization other than Concessionaire or other automobile rental concessionaire who have entered into similar agreements with this County. County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

**ARTICLE XII - Favorable Conditions**

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described (other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more

favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

**ARTICLE XIII - Insurance**

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars ($1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars ($100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars ($5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name County, its officer, servant, agents, and employees as additional insured. Concessionaire shall furnish County with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

**ARTICLE XIV - Termination by County**

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.

b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

**ARTICLE XV - Termination by Concessionaire**

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:

a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.

b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.

c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.

d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.

Upon written notice to County of termination of this agreement, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

**ARTICLE XVI - View of Concession**

County will not obstruct the view of the public to Concessionaire's counter area.

**ARTICLE XVII - Assignment and Subletting**

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

**ARTICLE XVIII - Approval**

Concessionaire has examined and approved the facilities Concessionaire will occupy.

**ARTICLE XIX - Laws of Texas Apply**

Concession agreement and every question arising hereunder shall be constructed and determined according to the laws of Texas.

**ARTICLE XX - Remedies**

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

**ARTICLE XXI - Notices**

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 5000 Jerry Ware Drive, Beaumont, Texas 77705 and the Concessionaire at

_____

_____

**ARTICLE XXII - Force Majeure**

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

**ARTICLE XXIII - Waiver**

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

**ARTICLE XXIV - Non-Discrimination**

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

**ARTICLE XXV - Affirmative Action Program**

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**ARTICLE XXVI - Airport Concession Disadvantaged Business Enterprise (ACDBE) Requirements**

***Jack Brooks Regional Airport has established a current annual ACDBE goal of 31% ACDBE participation for this Concession Agreement.***

This Concession Agreement is a revenue-producing contract awarded to Concessionaire and will result in the provision of goods and services to passengers, patrons, and tenants at the Airport.

Federal law and regulations impose ACDBE goals upon the performance of this Concession Agreement by Concessionaire, and the County and Airport encourage the Concessionaire to voluntarily strive to include significant involvement with ACDBE business enterprises in operations under this Concession Agreement.

In this agreement, ACDBE means Airport Concession Disadvantaged Business Enterprise, as defined in 49 CFR Part 23, and means a concession that is for-profit small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Asian-Pacific Americans and Asian-Indian Americans.

The County will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before the County commits to the concession agreement.

The County treats bidder's compliance with good faith effort requirements as a matter of responsibility.

Each Solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information:

- The names and addresses of ACDBE forms or ACDBE suppliers of goods and services that will participate in the concession;
- A description of the work that each ACDBE firm will perform;
- The dollar amount of the participation of each ACDBE firm/supplier participating;
- Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
- Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment;
- If the contract goal is not met, evidence of good faith efforts;
- An annual report to be received by the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) Megan Landry, by November 30, for the previous fiscal year ending

September 30th to include the following information on all firms/suppliers participating in the concession:

| Vendor Name | Vendor Mailing Address | ACDBE Certified | Total Amount Spent with Vendor |
|---|---|---|---|
| | | Y or N | |
| | | Y or N | |
| | | Y or N | |
| | | Y or N | |

Within 20 days of being informed by the County that it is not responsible because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire (Lessee) should make this request in writing to the following reconsideration official:

Megan Landry
Jack Brooks Regional Airport
5000 Jerry Ware Drive,
Beaumont TX, 77705
Office: 409-719-4900
MLandry@Co.Jefferson.Tx.Us

The reconsideration official will not have played any role in the original determination that the concessionaire did not document sufficient good faith efforts.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made good faith efforts to do so. The County will send the concessionaire a written decision on reconsideration, explaining the basis for the final findings. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

The County will require a concessionaire to make good faith efforts to replace an ACDBE that it terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) immediately in writing of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

JEFFERSON COUNTY, TEXAS LESSOR

ATTEST:

By: _____

Jeff Branick., County Judge

By: _____

Carolyn Guidry, County Clerk

LESSEE

_____ By: _____

**Exhibit A - Rental Car Parking Lot**



**Exhibit B - Terminal Floor Plan**

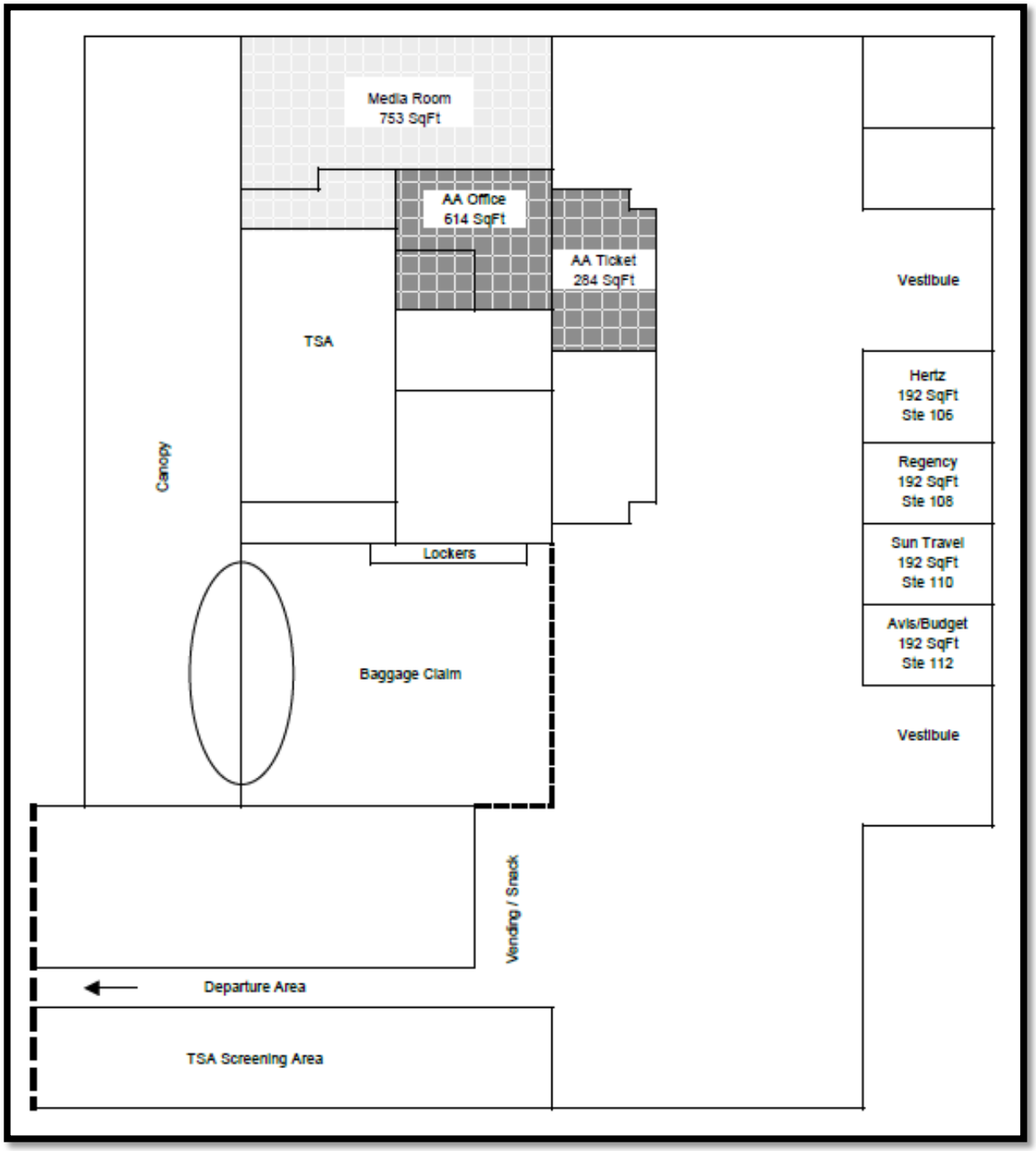
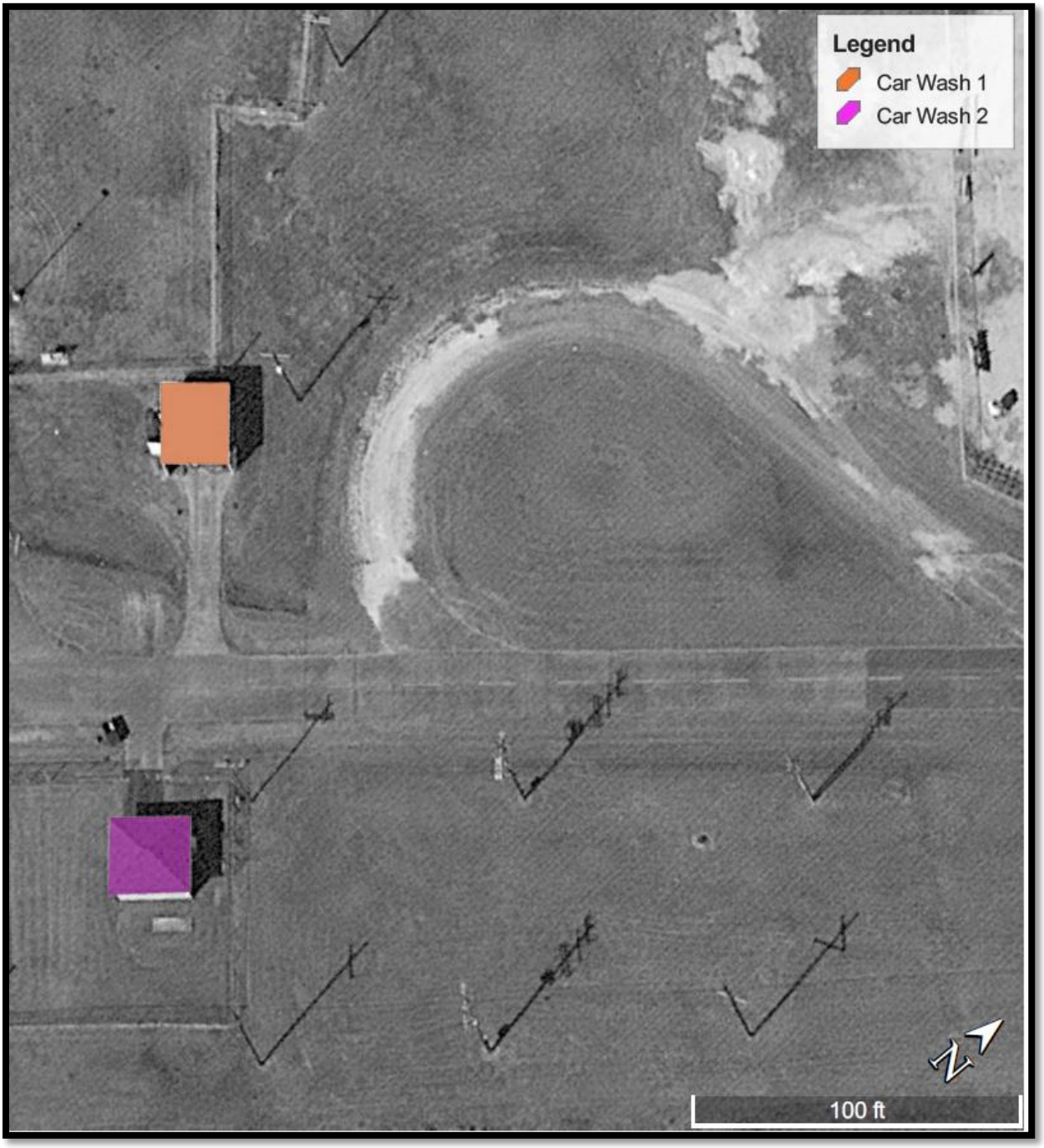


**Exhibit C – Car Wash – Ready Return Area**




Car Wash 1: Approximately 540 square feet of metal canopy car wash area with a small metal storage shed attached.

Car Wash 2: Approximately 625 square feet of concrete block building and composite roof with car wash area and storage area attached.

**Exhibit D – Concessionaire Bid Sheet**

| | Monthly Amount (MAG / 12) | Minimum Annual Guarantee (MAG) |
|---|---|---|
| Year 1 | | |
| Year 2 | | |
| Year 3 | | |
| Year 4 | | |
| Year 5 | | |
| **Total Five Year MAG** | | |

| | Number of Spaces | Annual Parking (Spaces x $108) |
|---|---|---|
| **Rental Car Parking:** Number of Parking Spaces Bid: (Min 35 / Max 76) | | |
| Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck) | | |

| **Car Wash Area** | Mark X in Desired Location | Annual Amount |
|---|---|---|
| Car Wash Area 1 (Min $11,250 Yr) | | |
| Car Wash Area 2 (Min $3,240 Yr) | | |

| | |
|---|---|
| TOTAL BID AMOUNT | |

**Parking Spaces:**

The minimum amount of parking spaces bidders are required to bid on is 35 with a minimum rate of $9.00 per month ($108 per year) per parking space. Maximum number of spaces is 76. If more spaces are required than available in the Rental Car Parking Lot, successful bidders can negotiate separately with Airport outside of the bid.

Fixed Cost Note:

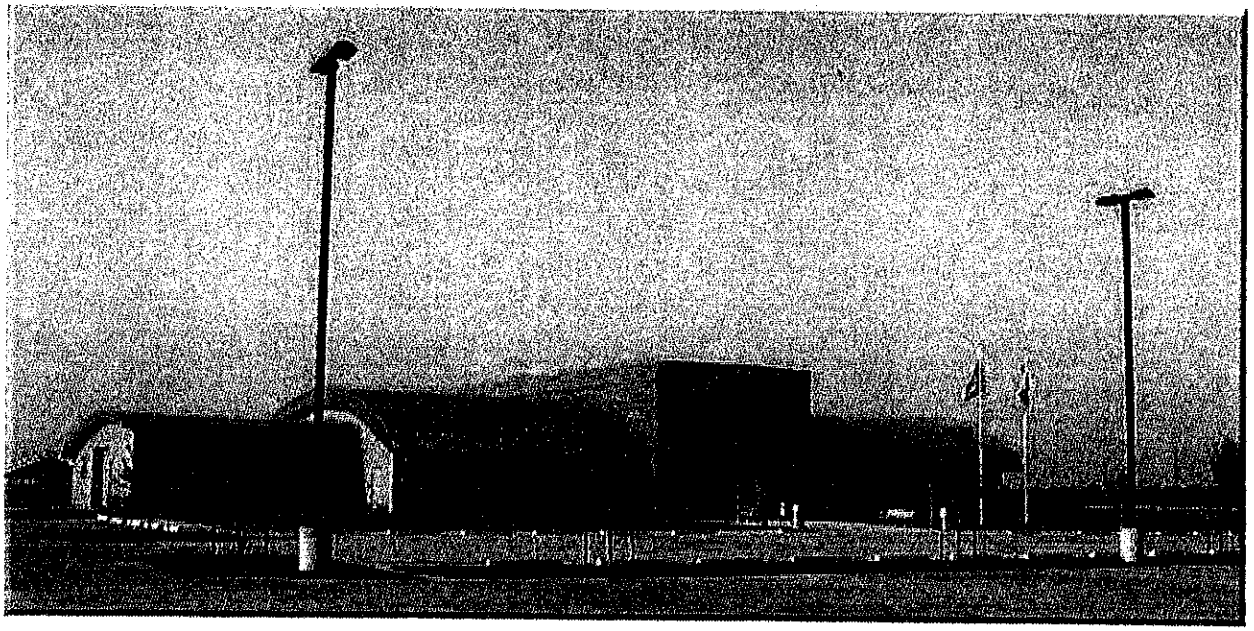
A charge for 192 square feet of Terminal Office/Counter space, at a rate of $24.00 per square foot per annum ($384.00 month) will be part of the contract.

Acknowledgment of Addenda (if any):

Addendum No. _____ Addendum No. _____ Addendum No. _____

# Construction Managers of Southeast Texas, LLC

225 Highway 365 Port Arthur, Texas 77640
Phone: (409) 796-1700 Fax: (409) 796-1706
www.cmosetx.com



ORIGINAL

HURRICANE HARVEY REPAIRS FOR

**Ben J. Rogers Regional Visitor Center**

5055 IH-10 South, Beaumont, Texas

Project # 18017

11:00 AM CDT, Tuesday, December 4, 2018

Jefferson County Purchasing Department
1149 Pearl St, 1st Floor, Beaumont, Tx 77701
ATTN: Purchasing Department

Construction Managers of Southeast Texas, LLC

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# Construction Managers of Southeast Texas, LLC

225 Highway 365 Port Arthur, Texas 77640
Phone: (409) 796-1700 Fax: (409) 796-1706
www.cmosetx.com

To: Jefferson County Purchasing Department
Ben J. Rogers Visiting Center
1149 Pearl St, Floor 1, Beaumont, Tx 77701

From: Bruce Reyes Sr.

Subj: Hurricane Harvey Repairs for Ben J. Rogers Reginal Visitor Center

Construction Managers of Southeast Texas, LLC is pleased to submit our qualifications and proposal for Ben J. Rogers Reginal Visitor Center. We are excited about the opportunity to be part of this project.

We look forward to further discussions regarding this project. If you have any questions, comments, or would like to schedule a meeting to discuss, please contact us at your convenience, or contact me direct on my cell (409) 454-1128. Thank you for your consideration.

Respectfully,

Bruce Reyes Sr.
Owner

Construction Managers
of Southeast Texas, LLC

Phone: (409) 796-1700
Fax: (409) 796-1706
P.O. Box 5250
Beaumont, Texas 77726

December 4, 2018

From: Chief Executive Officer

To: Purchasing Department, Jefferson County

Subj: QUALIFICATION STATEMENT;

HURRICANE HARVEY REPAIRS for BEN J. ROGERS VISITORS CENTER

The Construction Managers of Southeast Texas (CMOST) ownership has been handling hurricane repairs since hurricane Rita struck Southeast Texas in 2005. CMOST expertise in these projects are second to none. Our team has been involved in some of the most notable hurricane repairs in our area. From the repairs in Central Mall, which were over 300,000 square feet, in 2005, to the recent restoration of Ford Park after Hurricane Harvey.

CMOST is financially capable of performing this work. CMOST's bonding company is the world's largest (as of September 2018). This project is less than 1% of our bonding capacity.

The CMOST Corporate office is located in Jefferson County. The construction team assembled for this project are also local. All resources necessary for completing this project are reasonably available. We compiled our construction days based on actual information from our construction team.

If there are any questions concerning this matter or any matter, please feel free to contact me at 409-454-1128.

Semper Fidelis,

Bruce Reyes Sr

Chief Executive Officer

# Bid Form

Gentlemen:

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the **HURRICANE HARVEY REPAIRS FOR BEN J. ROGERS VISITORS CENTER** in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum(s):

BASE BID: One hundred twenty nine thousand five hundred 00/100

Dollars $ 129,500

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

LIQUIDATED DAMAGES FOR DELAYS:
It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of Five Hundred Dollars ($300.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to substantially complete within _____ calendar days.

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

Addendum 1 X Date Received 11/29/2018

Addendum 2 X Date Received 11/27/2018

Addendum 3 _____ Date Received _____

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

# Bidder Information Form

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

**Bid Name & Number:** Hurricane Harvey Repairs for Ben J. Rogers Visitors Center, IFB 18-048/YS

**Bidder's Company/Business Name:** Construction Managers of Southeast Texas, LLC

**Bidder's TAX ID Number:** 82-5460115

**Contact Person:** Bruce Reyes Sr. **Title:** CEO

**Phone Number (with area code):** (409)796-1700

**Alternate Phone Number if available (with area code):** (409) 454-1128

**Fax Number (with area code):** (409)769-1706

**Email Address:** breyes@cmosetx.com

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

225 Highway 365
Address
Port Arthur, TX 7640
City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 01, 02, _____, _____.

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

Construction Managers of Southeast Texas, LLC
Company Name

225 Highway 365
Address

Port Arthur, TX 77640
City State Zip

Signature of Person Authorized to Sign

Bruce Reyes Sr.
Printed Name

CEO
Title

For clarification of this offer, contact:

Bruce Reyes Sr.
Name

(409) 796-1700 (409) 796-1706
Phone Fax

Breyes@cmosetx.com
E-mail

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

## Acceptance of Offer

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

This contract shall henceforth be referred to as Contract No. IFB 18-048/YS, Hurricane Harvey Repairs for Ben J. Rogers Visitors Center. 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.**

# 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: Big Thicket Plumbing

Address: Kountze, TX 77625

Contact Person and Title: Troy Whisenant

Phone: (409) 790-2297 Fax:

Email Address: troy@bigthicketplumbing.com Contract Period: 90 Days

Scope of Work: Plumbing

**REFERENCE TWO**

Government/Company Name: Jefferson Electric Co. Incorporated

Address: 4730 Mercantile St, Beaumont, TX 77705

Contact Person and Title: Tyler Ancelte

Phone: (409) 842-9696 Fax: (409) 842-4401

Email Address: JeffersonCompany@sbcglobal.net Contract Period: 90 Days

Scope of Work: Electrical

**REFERENCE THREE**

Government/Company Name: Amera Products

Address: 6808 S Major Drive Beaumont, TX 77705

Contact Person and Title: Keith Barnett

Phone: (800) 608-6568 Fax:

Email Address: kbarnett@ameraproducts.com Contract Period: 90 Days

Scope of Work: Store front

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

# Signature Page

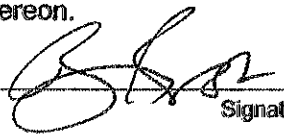
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

| | |
|---|---|
| Construction Managers of Southeast Texas, LLC |  |
| Bidder (Entity Name) | Signature |
| 225 Highway 365, | Bruce Reyes Sr. |
| Street & Mailing Address | Print Name |
| Port Arthur, Tx 7640 | 3 December 2018 |
| City, State & Zip | Date Signed |
| (409) 796-1700 | (409) 796-1706 |
| Telephone Number | Fax Number |
| breyes@cmosetx.com | |
| E-mail Address | |

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

# Conflict of Interest Questionnaire

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor doing business with local governmental entity**

| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. | OFFICE USE ONLY |
|---|---|
| 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).<br><br>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.<br><br>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | Date Received |

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

Construction Managers of Southeast Texas, LLC

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

**4**

_____
Signature of vendor doing business with the governmental entity

3 December 2018
Date

Adopted 8/7/2015

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

# Local Government Officer
# Conflicts Disclosure Statement - OFFICE USE ONLY

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

**OFFICE USE ONLY**

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

# Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

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

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

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

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

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

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

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

Bruce Reyes Sr.
Printed Name of Authorized Representative

Signature

CEO
Title

December 4, 2018
Date

**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 Construction Managers of Southeast Texas, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

| | |
|---|---|
| Taxpayer Identification Number (T.I.N.): | 82-5460115 |
| Company Name submitting bid/proposal: | Construction Managers of Southeast Texas, LLC |
| Mailing address: | 225 Hwy 365 Port Arthur, Texas 77640 |
| 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** |
|---|---|
| 044750-000/011500-00000 | 225 Hwy 365 Port Arthur, Texas 77640 |
| 038600-000/000150-00000 | 11849 FM 365 Beaumont, Texas 77705 |
| 233220-000/010200-00000 | 5520 Gorman Rd Beaumont, Texas 77705 |

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

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

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

# Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Bruce Reyes Sr., who
(name)

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

"I, Bruce Reyes Sr. am a duly authorized officer of/agent
(name)

for Construction Managers of Southeast Texas, LLC and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said Construction Managers of Southeast Texas, LLC.
(name of firm)

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

Name and address of bidder: 225 Highway 365 Port Arthur, TX 77640

Fax: (409) 796-1706 Telephone# (409) 796-1700

by: Bruce Reyes Sr. Title: CEO
(print name)

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named
Bruce Reyes Sr. on

this the 4th day of December, 2018.

[signature]
Notary Public in and for
the State of Texas

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA REYES
MY COMMISSION EXPIRES
08/16/2022
NOTARY ID: 13168506-9

**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: Construction Managers of Southeast Texas, LLC HUB: ☒ Yes ☐ No

Address: 225 Hwy 365 (Street) Port Arthur (City) Texas (State) 77640 (Zip)

Phone (with area code): 409 796 1700 Fax (with area code): 409 796 1706

Project Title & No.: Hurricane Harvey Repairs Ben J. Rogers Regional Visitor Center # 18017

Prime Contract Amount: $

HUB Subcontractor Name: Southeast Texas Drywall, LLC

HUB Status (Gender & Ethnicity): Male/Hispanic

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

Address: P.O. Box 5250 (Street) Beaumont (City) Texas (State) 77726 (Zip)

Phone (with area code): 409 796 1700 Fax (with area code): 409 796 1706

Proposed Subcontract Amount: $ 4,250.00 Percentage of Prime Contract: 4 %

Description of Subcontract Work to be Performed: Drywall, Finishing, Painting, and Carpentary.

| Printed Name of Contractor Representative | Signature of Representative | Date |
|---|---|---|
| Bruce Reyes Sr. | | 12/4/18 |
| Printed Name of HUB | Signature of Representative | Date |
| | | |

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

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

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

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



***This information must be submitted with your bid.***

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

Prime Contractor: Construction Managers of Southeast Texas ,LLC HUB: ☒ Yes ☐ No

HUB Status (Gender & Ethnicity): Male/Hispanic

Address: 225 Hwy 365 (Street) Port Arthur (City) Texas (State) 77640 (Zip)

Phone (with area code): 409 796 1700 Fax (with area code): 409 796 1706

Project Title & No.: Hurricane Harvey Repairs Ben Rogers Regional Visitor Center # 18017 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: Southeast Texas Drywall, LLC

HUB Status (Gender & Ethnicity): Male/Hispanic

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

Address: P.O. Box 5250 (Street) Beaumont (City) Tx (State) 77726 (Zip)

Contact person: Bruce Reyes Title: CEO

Phone (with area code): 409 796 1700 Fax (with area code): 4 0 9 7 9 6 1 7 0 6

Proposed Subcontract Amount: $ 4,250.00 Percentage of Prime Contract: 4 %

Description of Subcontract Work to be Performed: Drywall, Finishing, Painting and Carpentary

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form



## HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: Jefferson Electric Co, Inc

HUB Status (Gender & Ethnicity): Women Owned

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

Address: 4730 Mercantile (Street) Beaumont (City) Tx (State) 77705 (Zip)

Contact person: Tyler Ancelet Title:

Phone (with area code): 409-842-9696 Fax (with area code): 409-842-4401

Proposed Subcontract Amount: $ 1,839.00 Percentage of Prime Contract: 2 %

Description of Subcontract Work to be Performed: Electrical

---

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: (Street) (City) (State) (Zip)

Contact person: Title:

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

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

---

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

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

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



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): Bruce Reyes

Title: CEO

Signature: _____

Date: 12/04/2018

E-mail address: breyes@cmosetx.com

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

Name (print or type): Stephanye Ortiz

Title: Office Assistant

Date: 12/04/2018

E-mail address: sortiz@cmosetx.com

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

# Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

| | | |
|---|---|---|
| ☒ Yes | ☐ No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| ☒ Yes | ☐ No | 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☒ Yes | ☐ No | 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)? |
| ☒ Yes | ☐ No | 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| ☒ Yes | ☐ No | 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| ☒ Yes | ☐ No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** |

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

Bruce Reyes Sr
Printed Name of Authorized Representative

Signature

CEO
Title

12/4/18
Date

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

THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A310*

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS,** that we **Construction Managers of Southeast Texas, LLC** as Principal, hereinafter called the Principal, and **Liberty Mutual Insurance Company** a corporation duly organized under the laws of the State of **Massachusetts** as Surety, hereinafter called the Surety, are held and firmly bound unto

**Jefferson County, Purchasing**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (**5% of G.A.B.** ),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
**Hurricane Harvey Repairs for Ben J. Rogers Visitor Center Project # 18017**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **December, 2018**

**Construction Managers of Southeast Texas, LLC**

*(Principal)* *(Seal)*

Witness

**Liberty Mutual Insurance Company**

*(Surety)* *(Seal)*

Jessica M. Jackson, *Account Manager* *(Witness)*

John A. Martinez, Attorney-in-fact

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



Certificate No. 8053441

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,
Karyn Kervin; John A. Martinez; Paul Messenger

all of the city of Spring, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of April, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII** – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2018.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Construction Managers of Southeast Texas, LLC as PRINCIPAL, AND Liberty Mutual Insurance Company

as SURETY are held and firmly bound unto Commissioners' Court of Jefferson County hereinafter called the "Owner," in the penal sum of Five Percent of the Greatest Amount Bid Dollars, ($ 5% of G.A.B. ), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated December 4, 2018, for HURRICANE REPAIRS FOR BEN J. ROGERS REGIONAL VISITORS CENTER, BEAUMONT, TEXAS.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 4th day of December, 2018, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

_____ (SEAL)

_____

_____ _____ (SEAL)

Construction Managers of Southeast Texas, LLC

Attest: By: _____

_____ _____

_____

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

By: _____ Affix Corporate Seal

Attest: _____

Liberty Mutual Insurance Company

By: _____ Affix Corporate Seal
John A. Martinez

Countersigned by _____

*Attorney-In-Fact State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,

_____, Secretary of the Corporation named as

Principal in the within bond; that _____,
who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal) _____

Title _____

* Power-of-attorney for person signing for surety company must be attached to bond.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
Certificate No. 8053443

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

# POWER OF ATTORNEY

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Karyn Kenvin; John A. Martinez; Paul Messenger

all of the city of Spring, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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Construction Managers
of Southeast Texas, LLC

225 Highway 365 Port Arthur, Texas 77640
Phone: (409) 796-1700 Fax: (409) 796-1706
www.cmosetx.com

RECEIVED 10:57 AM DEC 04 2018

*Hurricane Harvey Repairs for*
*Ben J. Rogers Regional Visitor Center*

Bid Number: IFB 18-048/YS

Bid Due: 11:00 AM CDT, Tuesday, December 4, 2018

Attention: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Tx 77701

# SEALED

DANIELS

BUILDING & CONSTRUCTION, INC.

*Since 1957*

RESPONSE TO INVITATION FOR BIDS:

## JEFFERSON COUNTY, TX

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# HURRICANE HARVEY REPAIRS
# BEN J. ROGERS VISITORS CENTER

Beaumont, TX

**ORIGINAL**

# IFB 18-048/YS
# Hurricane Harvey Repairs for Ben J. Rogers Visitors Center
# Bids due: 11:00 AM CDT, Tuesday, December 4, 2018

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) 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/**

# 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 of 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.

## 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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

**10. Contract**

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

**11. Waiver of Subrogation**

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

**12. Fiscal Funding**

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

**13. Bid Results**

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

**14. Changes and Addenda to Bid Documents**

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

**15. Specifications**

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

**16. Delivery**

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

**17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

# General Conditions of Bidding and Terms of Contract

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

## 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

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

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

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

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

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

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

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

**1.20 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## 3. Purchase Orders and Payment

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

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

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

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

## 4. Contract

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

**4.2 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-halftimes 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 (l) 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 (l) 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 (l) 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 will 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 four (4) 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 naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

| | |
|---|---|
| **Public Liability, including Products & Completed Operations** | $1,000,000 |
| **Excess Liability** | $1,000,000 |

**Property Insurance (policy below that is applicable to this project):**
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation** Statutory Coverage (See Section 9 Below)

## 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. Contact Yea-Mei Sauer, CTMP, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 18-048/YS.

## Scope

As related to Hurricane Harvey repairs and as shown in Construction Documents.

The Owner requires all bidders to submit a Contractors Qualification Statement, as to previous experience in performing comparable work, and as to financial and technical organization and resources available for accomplishing this project. Bidders may obtain access to the drawings and project manuals by contacting the office of The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont TX, 409-860-0197.

The drawings, project manuals and all contract documents may be examined without charge in the office of The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont TX.

# Bidder Information Form

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

**Bid Name & Number:** Hurricane Harvey Repairs for Ben J. Rogers Visitors Center, IFB 18-048/YS

**Bidder's Company/Business Name:** Daniels Building & Construction, Inc.

**Bidder's TAX ID Number:** 74-1871974

**Contact Person:** Janet Daniels **Title:** President

**Phone Number (with area code):** (409) 838-3006

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

**Fax Number (with area code):** (409) 838-9006

**Email Address:** daniels@danielsinc.com

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

2898 West Cedar Street
Address
Beaumont, Texas 77702
City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

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

Daniels Building & Construction, Inc.
Company Name

P.O. Box 20878
Address

Beaumont | Texas | 77720
City | State | Zip

Signature of Person Authorized to Sign

Janet Daniels
Printed Name

President
Title

For clarification of this offer, contact:

Janet Daniels
Name

(409) 838-3006 | (409) 838-9006
Phone | Fax

daniels@danielsinc.com
E-mail

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

## Acceptance of Offer

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

This contract shall henceforth be referred to as Contract No. IFB 18-048/YS, Hurricane Harvey Repairs for Ben J. Rogers Visitors Center. 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

Gentlemen:

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the **HURRICANE HARVEY REPAIRS FOR BEN J. ROGERS VISITORS CENTER** in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum(s):

BASE BID: with non impact rated doors to match existing front door per verbal at prebid

Dollars $ 107,150.00

For impact rated doors Add $ 5,916.00

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

LIQUIDATED DAMAGES FOR DELAYS:
It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of Five Hundred Dollars ($300.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to substantially complete within 112 calendar days.

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

Addendum 1 11/26/2018 Date Received 11/27/2018

Addendum 2 11/29/2018 Date Received 11/29/2018

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: Hardin County, TX

Address: 300 West Monroe Street - Kountze, Texas 77625

Contact Person and Title: Wayne McDaniel, County Judge

Phone: (409) 246-5120 Fax: (409) 246-5195

Email Address: wayne.mcdaniel@co.hardin.tx.us Contract Period: June 2017 - May 2018

Scope of Work: Hardin County Annex Building

## REFERENCE TWO

Government/Company Name: Chambers County, TX

Address: 102 Airport Road - Anahuac, Texas 77514

Contact Person and Title: Mike Lessley, Project Manager

Phone: (409) 267-2725 Fax:

Email Address: mlessley@co.chambers.tx.us Contract Period: October 2016 - November 2017

Scope of Work: Chambers County Health Services Building

## REFERENCE THREE

Government/Company Name: Hamshire-Fannett Independent School District

Address: 12552 Second Street - Hamshire, Texas 77622

Contact Person and Title: Dr. Dwaine Augustine, Superintendent

Phone: (409) 243-2133 Fax: (409) 243-3437

Email Address: daugustine@hfhorns.net Contract Period: March 2018 - August 2018

Scope of Work: District-Wide Harvey Flood Repairs

**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.

| | |
|---|---|
| Daniels Building & Construction, Inc.<br>Bidder (Entity Name) |  <br>Signature |
| P.O. Box 20878<br>Street & Mailing Address | Janet Daniels<br>Print Name |
| Beaumont, Texas 77720<br>City, State & Zip | December 4, 2018<br>Date Signed |
| (409) 838-3006<br>Telephone Number | (409) 838-9006<br>Fax Number |
| daniels@danielsinc.com<br>E-mail Address | |

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

# Conflict of Interest Questionnaire

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor doing business with local governmental entity**

| | OFFICE USE ONLY |
|---|---|
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**<br>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).<br>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.<br>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | Date Received |

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

Daniels Building & Construction, Inc.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

N/A
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

**4**

Signature of vendor doing business with the governmental entity — Date: 12/4/2018

Janet Daniels,President
Daniels Building & Construction, Inc.

Adopted 8/7/2015

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

# Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

| | | |
|---|---|---|
| ☒ Yes | ☐ No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| ☒ Yes | ☐ No | 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☒ Yes | ☐ No | 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)? |
| ☒ Yes | ☐ No | 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| ☒ Yes | ☐ No | 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| ☒ Yes | ☐ No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** |

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

Janet Daniels
Printed Name of Authorized Representative

Signature

President
Title

December 4, 2018
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: Daniels Building & Construction, Inc. HUB: ☒ Yes ☐ No

Address: 2898 West Cedar Street (Street) Beaumont (City) Texas (State) 77702 (Zip)

Phone (with area code): (409) 838-3006 Fax (with area code): (409) 838-9006

Project Title & No.: IFB 18-048/YS Hurricane Harvey Repairs for Ben J. Rogers Visitors Center

Prime Contract Amount: $ 107,150.00

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

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

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



***This information must be submitted with your bid.***

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

Prime Contractor: Daniels Building & Construction, Inc. HUB: ☒ Yes ☐ No

HUB Status (Gender & Ethnicity): Woman / White

Address: 2898 West Cedar Street (Street) Beaumont (City) Texas (State) 77702 (Zip)

Phone (with area code): (409) 838-3006 Fax (with area code): (409) 838-9006

Project Title & No.: Hurricane Harvey Repairs for Ben J. Rogers Visitors Center IFB/RFP No.: 18-048/YS

Total Contract: $ 107,150.00 Total HUB Subcontract(s): $

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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



## HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form



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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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



Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Janet Daniels

Title: President

Signature: _____

Date: December 4, 2018

E-mail address: daniels@danielsinc.com

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

Name (print or type): Charissa Lewis

Title: Exec. Vice-President

Date: December 4, 2018

E-mail address: charissa@danielsinc.com

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

## Texas Historically Underutilized Business (HUB) Certificate

Statewide Historically Underutilized Business Program

| | |
|---|---|
| Certificate/VID Number: | **1741871974000** |
| File/Vendor Number: | **478412** |
| Approval Date: | **15-FEB-2018** |
| Scheduled Expiration Date: | **15-FEB-2022** |

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

# DANIELS BUILDING & CONSTRUCTION, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-FEB-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager*
*Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

# 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 Daniels Bldg. & Const., Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

| | |
|---|---|
| Taxpayer Identification Number (T.I.N.): | 74-1871974 |
| Company Name submitting bid/proposal: | Daniels Building & Construction, Inc. |
| Mailing address: | P.O. Box 20878 - Beaumont, Texas 77720 |
| 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** |
|---|---|
| See attached list of properties owned in Jefferson County | |
| | |
| | |

* 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.**

| Account Number | Owner's Name & Address | Property Site Address | Legal Description | CAD Reference No. | |
|---|---|---|---|---|---|
| ☐ | 06595000000430000000 | DANIELS BUILDING & CONSTRUCTION INC<br>PO BOX 20878<br>BEAUMONT, TX 77720-0878 | 265 14TH S ST | VAN WORMER 2 L10 B15 | 065950004300 |
| ☐ | 06595000000440000000 | DANIELS BUILDING & CONSTRUCTION INC<br>PO BOX 20878<br>BEAUMONT, TX 77720-0878 | 249 14TH S ST | VAN WORMER 2 L11 B15 | 065950004400 |
| ☐ | 06595000000450000000 | DANIELS BUILDING & CONSTRUCTION INC<br>PO BOX 20878<br>BEAUMONT, TX 77720-0878 | 245 14TH S ST | VAN WORMER 2 L12 B15 | 065950004500 |
| ☐ | 06595000000460000000 | DANIELS BUILDING & CONSTRUCTION INC<br>PO BOX 20878<br>BEAUMONT, TX 77720-0878 | 225 14TH S ST | VAN WORMER 2 L13 B15 | 065950004600 |
| ☐ | 06595000000470000000 | DANIELS BUILDING & CONSTRUCTION INC<br>PO BOX 20878<br>BEAUMONT, TX 77720-0878 | 2955 CEDAR W ST | VAN WORMER 2 L14 B15 | 065950004700 |
| ☐ | 24030600000070000000 | DANIELS BUILDING & CONSTRUCTION<br>PO BOX 20878<br>BEAUMONT, TX 77720-0878 | 310 13TH S ST | PL C6 T D OUT OF T2 N TEVIS | 240300000700 |
| ☐ | 24030600000281000000 | DANIELS BUILDING & CONST INC<br>PO BOX 20878<br>BEAUMONT, TX 77720-0878 | 2898 CEDAR W ST | PL C6 TR 4L 1.664AC N TEVIS | 240300002810 |
| ☐ | 70000000015329000000 | DANIELS BUILDING & CONSTRUCTION JANET DANIELS HOUSTON<br>PO BOX 20878<br>BEAUMONT, TX 77720-0878 | 2898 CEDAR W ST | F&F M&E VEHS | 700000153290 |

# Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Janet Daniels (name), who

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

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

for Daniels Building & Construction, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Daniels Building & Construction, Inc. (name of firm).

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

Name and address of bidder: Daniels Building & Construction, Inc.

P.O. Box 20878 - Beaumont, Texas 77720

Fax: (409) 838-9006 Telephone# (409) 838-3006

by: Janet Daniels (print name) Title: President

Signature: Janet Daniels

SUBSCRIBED AND SWORN to before me by the above-named Janet Daniels on

this the 4th day of December, 2018.

STEPHANIE L STAUDENMIER
Notary Public, State of Texas
Comm. Expires 09-19-2020
Notary ID# 756909-9

Stephanie L. Staudenmier
Notary Public in and for
the State of Texas

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

THE GUARANTEE™

# BID BOND

BOND NO. _____

**KNOW ALL MEN BY THESE PRESENTS,** That we, Daniels Building and Construction, Inc. _____ as Principal, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly bound unto Jefferson County, Texas as Obligee, in the sum of 5% of the greatest amount of the bid ($_____) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

**WHEREAS,** Principal has submitted a bid for Hurricane Harvey Repairs for Ben J. Rogers Visitors Center, Beaumont, Texas _____, the Project.

**NOW, THEREFORE,** if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of December 2018.

Daniels Building and Construction, Inc.

Witness BY: _____

Principal Janet Daniels

ITS: President

**The Guarantee Company of North America USA**

Witness BY: _____

Attorney-In-Fact Robert A. Georgas



One Towne Square, Suite 1470, Southfield, Michigan, USA 48076 | Tel: 248.281.0281 1.866.328.0567 | Fax: 248.750.0431

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THE GUARANTEE™

# TEXAS CONSUMER NOTICE

| | |
|---|---|
| 1. IMPORTANT NOTICE<br>To obtain information or make a complaint: | **AVISO IMPORTANTE**<br>Para obtener informacion o para someter una q ueja: |
| 2. You may contact your **agent** at: | Puede comunicarse con su **agent** al |
| 3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567 | Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567 |
| 4. You may also write to The Guarantee Company of North America USA at:<br><br>One Towne Square, Suite 1470<br>Southfield, Michigan 48076<br>Web: www.theguaranteeus.com<br>E-mail: Info@theguaranteeus.com<br>Fax: 248-750-0431 | Usted tambien puede escribir a to The Guarantee Company of North America USA;<br><br>One Towne Square, Suite 1470<br>Southfield, Michigan 48076<br>Web: www.theguaranteeus.com<br>E-mail: Info@theguaranteeus.com<br>Fax: 248-750-0431 |
| 5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439 | Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439 |
| 6. You may write the Texas Department of Insurance:<br>333 Guadalupe Street<br>P.O. Box 149104<br>Austin, TX 78701<br>Fax: (512) 490-1007<br>Web: http://ww.tdi.texas.gov<br>E-mail: ConsumerProtection@tdi.texas.gov | Puede escribir al Departmento de Seguros de Texas:<br>333 Guadalupe Street<br>P.O. Box 149104<br>Austin, TX 78701<br>Fax: (512) 490-1007<br>Web: http://ww.tdi.texas.gov<br>E-mail: ConsumerProtection@tdi.texas.gov |
| 7. PREMIUM OR CLAIM DISPUTES:<br>Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Teas Department of Insurance. | DISPUTAS SOBRE PRIMAS 0 RECLAMOS:<br>Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI). |
| 8. ATTACH THIS NOTICE TO YOUR POLICY:<br>This notice is for information only and does not become a part or condition of the attached document. | UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto. |



One Towne Square, Suite 1470, Southfield, Michigan, USA 48076 | Tel: 248.281.0281 1.866.328.0567 | Fax: 248.750.0431

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THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

# POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Carey Georgas, Robert A. Georgas, Michelle Neely
Cravens Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**STATE OF MICHIGAN**
**County of Oakland**

**Stephen C. Ruschak, Vice President**

**Randall Musselman, Secretary**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

*Cynthia A. Takai*
*Notary Public, State of Michigan*
*County of Oakland*
*My Commission Expires February 27, 2018*
*Acting in Oakland County*

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of December 2018

**Randall Musselman, Secretary**

DANIELS
BUILDING & CONSTRUCTION, INC.

**Similar to AIA Document A305**

# Contractor's Qualification Statement
**1986 EDITION**

Required in advance of consideration of application to bid or as a qualification statement in advance of award of contract. Approved and recommended by The American Institute of Architects and The Associated General Contractors of America.

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: **Jefferson County**

ADDRESS: **1149 Pearl Street, 1st Floor**
**Beaumont, Texas 77701**

SUBMITTED BY: Daniels Building & Construction, Inc.

ADDRESS: P.O. Box 20878 - Beaumont, Texas 77720

ADDRESS: 2898 West Cedar Street - Beaumont, Texas 77702

PRINCIPAL OFFICE:

| | |
|---|---|
| Corporation | [X] |
| Partnership | [ ] |
| Individual | [ ] |
| Joint Venture | [ ] |
| Other | [ ] |

TYPE OF WORK (file separate form for each Classification of Work):

| | |
|---|---|
| ___X___ Design Build | ___X___ General Construction |
| _____ Plumbing | _____ Electrical |
| _____ HVAC | _____ Other (please specify) |

DANIELS
BUILDING & CONSTRUCTION, INC.

## 1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?
61 years

1.2 How many years has your organization been in business under its present business name? 42 years

1.2.1 Under what other or former names has your organization operated?

Previously - Daniels Construction Company
Work & Daniels Construction

1.3 If your organization is a corporation, answer the following:
1.3.1 Date of incorporation: June 1976
1.3.2 State of incorporation: Texas
1.3.3 President's name: Janet Daniels
1.3.4 Vice-president's name(s): Charissa Danielle Lewis
1.3.5 Secretary's name:
1.3.6 Treasurer's name:

***Daniels Building & Construction, Inc. is a 100% woman-owned business, HUB Vendor No. 478412. This may assist you in any HUB participation requirements.***

1.4 If your organization is a partnership, answer the following: N / A
1.4.1 Date of organization:
1.4.2 Type of partnership (if applicable):
1.4.3 Name(s) of general partners(s):

1.5 If your organization is individually owned, answer the following: N / A
1.5.1 Date of organization:
1.5.2 Name of owner:

DANIELS
BUILDING & CONSTRUCTION, INC.

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Texas as General Contractors
Louisiana as General Contractors (License No. 24159)
Oklahoma as General Contractors
Georgia as General Contractors

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## 3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

| | |
|---|---|
| Sitework | Carpentry |
| Earthwork | Running Trim |
| Paving | Doors/Frames/Hardware Installation |
| Utilities | Misc. Specialties Installation |
| Concrete | Drywall/Acoustic Ceilings (on occasion) |
| Misc. Steel/Erection | |

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details)

3.2.1 Has your organization ever failed to complete any work awarded to it?

No, we have <u>never</u> failed to complete any contract nor have we ever been assessed liquidated damages on any project in the history of our company.

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

DANIELS
BUILDING & CONSTRUCTION, INC.

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
See attached

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
See attached

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
See attached

## 4. REFERENCES

4.1 Trade References:

Martin Marietta
505 Orleans, Suite 200
Beaumont, Texas 77701
Phone: (409) 981-1376
Fax: (409) 981-1365

Hartmann Building Specialties
P.O. Box 20456
Beaumont, Texas 77720
Phone: (409) 866-6103
Fax: (409) 866-6193

Custom Flooring
P.O. Box 1028
Vidor, Texas 77670
Phone: (409) 769-2410
Fax: (409) 769-8576

M & D Supply
4580 College Street
Beaumont, Texas 77707
Phone: (409) 842-2731
Fax: (409) 840-5516

4.2 Bank References:

BBVA Compass
700 Calder Avenue
Beaumont, Texas 77701

Contact: Will Leonard
Phone: (409) 981-6041

4.3 Surety:

4.3.1 Name of bonding company:

The Guarantee Co. of North America
9977 W. Sam Houston Pkwy. N., #130
Houston, Texas 77064

Phone: (832) 446-3350
Fax: (832) 446-6339

4.3.2 Name and address of agent:

Cravens Insurance Agency
P.O. Box 157
Silsbee, Texas 77656

Phone: (409) 385-2854
Fax: (409) 385-3201

DANIELS
BUILDING & CONSTRUCTION, INC.

## 5. FINANCING

5.1 Financial Statement UPON REQUEST

5.1.1 Attach a financial statement, preferable audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Cook Parker, P.L.L.C.
3560 Delaware, Suite 202
Beaumont, Texas 77726
Mr. Paul Parker; (409) 899-1040

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? Yes

DANIELS
BUILDING & CONSTRUCTION, INC.

## 6. SIGNATURE

6.1 Dated at Jefferson County, Texas this 4th day of December, 2018.

Name of Organization: Daniels Building & Construction, Inc.

By: _____
Janet Daniels

Title: Owner, President

6.2 Janet Daniels being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 4th day of December, 2018.

Notary Public: _____

My Commission Expires: 09/19/2020

STEPHANIE L STAUDENMIER
Notary Public, State of Texas
Comm. Expires 09-19-2020
Notary ID# 756909-9

# CURRENT / COMPLETED PROJECTS

(Last 5 Years)

**Project Name:** Elementary Gymnasium & DAEP Bldg. Renov. & Remodel
**Owner:** West Hardin County C.I.S.D.
39227 Hwy. 105 - Saratoga, TX 77585
**Owner Contact:** Dr. Jim Armstrong **Phone:** (936) 274-5061
**Fax:** (936) 274-4321
**Architect:** Sigma Engineers, Inc.
4099 Calder Avenue - Beaumont, TX 77706
**Archt. Contact:** Mike Flores **Phone:** (409) 898-1001
**Fax:** (409) 898-3420
**Project Mgr.:** Mike Graves **Project Supt.:** Mat Larson
**Start Date** September 2018 **Completion Date:** November 2018
**Project Size:** 5,200 SF
**Project Cost:** $424,068 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Associated Mech. Sealed Proposal
Electrical: D&H Electrical Services, Inc.
Plumbing: Alcode Plumbing

---

**Project Name:** Carmela's Mexican Restaurant Renovations
**Owner:** Carmela's Mexican Restaurant
3925 Calder Avenue - Beaumont, TX 77706
**Owner Contact:** Guillermo Abarca **Phone:** (409) 898-4745
**Fax:**
**Architect:** Sigma Engineers, Inc.
4099 Calder Avenue - Beaumont, TX 77706
**Archt. Contact:** Sina Nejad **Phone:** (409) 898-1001
**Fax:** (409) 898-3420
**Project Mgr.:** Mike Graves **Project Supt.:** Don Sample
**Start Date** September 2018 **Completion Date:** November 2018
**Project Size:** 1,000 SF
**Project Cost:** $164,720 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: N/A Sealed Proposal
Electrical: Newtron Electrical Services
Plumbing: N/A

---

**Project Name:** Middle, Intermediate & High School Renovations
**Owner:** Hamshire-Fannett Independent School District
12702 2nd Street - Hamshire, TX 77622
**Owner Contact:** Dr. Dwaine Augustine **Phone:** (409) 243-2133
**Fax:** (409) 243-3437
**Architect:** The LaBiche Architectural Group, Inc.
7999 Gladys Ave., Suite 101 - Beaumont, TX 77706
**Archt. Contact:** Dohn LaBiche **Phone:** (409) 860-0197
**Fax:** (409) 860-0198
**Project Mgr.:** Mike Graves **Project Supt.:** Don Sample
**Start Date** February 2018 **Completion Date:** August 2018
**Project Size:** 136,944 SF
**Project Cost:** $2,749,200 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: TX Air Duct Systems Sealed Proposal
Electrical: JPL Electric
Plumbing: Alcode Plumbing

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**Project Name:** Fastlane Convenience Store
**Owner:** Steinhagen Oil
3850 IH-10 South - Beaumont, TX 77720
**Owner Contact:** Craig Hill **Phone:**
**Fax:**
**Architect:** The LaBiche Architectural Group, Inc.
7999 Gladys Ave., Suite 101 - Beaumont, TX 77706
**Archt. Contact:** Greg Wall **Phone:** (409) 860-0197
**Fax:** (409) 860-0198
**Project Mgr.:** Richard Wolny **Project Supt.:** Vance Cawley
**Start Date** May 2019 **Completion Date:** March 2019
**Project Size:** 4,000 SF
**Project Cost:** $1,000,000 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Thermacon Service Company, Inc.
Electrical: Newtron Electrical Services
Plumbing: Big Thicket Plumbing, Inc.

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**Project Name:** Wilson Early College Roof Deck Safety System
**Owner:** Port Arthur Independent School District
4801 9th Avenue - Port Arthur, TX 77642
**Owner Contact:** Joe Escobedo **Phone:** (409) 989-6222
**Fax:** (409) 983-7499
**Architect:** Fittz & Shipman, Inc.
1405 Cornerstone Court - Beaumont, TX 77706
**Archt. Contact:** Terry Shipman **Phone:** (409) 832-7238
**Fax:** (409) 832-7303
**Project Mgr.:** Cody Williford **Project Supt.:** Glenn Eubanks
**Start Date** September 2018 **Completion Date:** December 2018
**Project Size:** 10,000 SF
**Project Cost:** $484,600 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: N/A Sealed Proposal
Electrical: Newtron Electrical Services
Plumbing: N/A

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**Project Name:** Hurricane Remediation - Msgr. Kelly Catholic High Schoo
**Owner:** Diocese of Beaumont
P.O. Box 3948 - Beaumont, TX 77701
**Owner Contact:** Roger Bemis, Principal **Phone:** (409) 866-2351
**Fax:** (409) 866-0917
**Architect:** The LaBiche Architectural Group, Inc.
7999 Gladys Ave., Suite 101 - Beaumont, TX 77706
**Archt. Contact:** Dohn LaBiche **Phone:** (409) 860-0197
**Fax:** (409) 860-0198
**Project Mgr.:** Mike Graves **Project Supt.:** Russ Waller
**Start Date** June 2018 **Completion Date:** October 2018
**Project Size:** 44,000 SF
**Project Cost:** $707,278 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: N/A Sealed Proposal
Electrical: N/A
Plumbing: N/A

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**Project Name:** Shangri La Botanical Gardens - Flood Reconstruction
**Owner:** Nelda C. & H.J. Stark Foundation
P.O. Drawer 909 - Orange, TX 77631
**Owner Contact:** Gus Harris **Phone:** (409) 883-3513
**Fax:** (409) 883-3530
**Architect:** Architectural Alliance, Inc.
350 Pine Street, Suite 720 - Beaumont, TX 77701
**Archt. Contact:** Rob Clark **Phone:** (409) 866-7196
**Fax:** (409) 866-1745
**Project Mgr.:** John Polk **Project Supt.:** Charley Messina
**Start Date** February 2018 **Completion Date:** November 2018
**Project Size:**
**Project Cost:** $1,478,517 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: TBD
Electrical: Newtron Electrical Services
Plumbing: Big Thicket Plumbing, Inc.

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**Project Name:** Wetlands Education Center at Cattail Marsh
**Owner:** Magnolia Garden Club
148 S. Dowlen Rd., #642 - Beaumont, TX 77707
**Owner Contact:** Christine Draths **Phone:** (409) 673-1543
**Fax:**
**Architect:** N/A
**Archt. Contact:** N/A **Phone:**
**Fax:**
**Project Mgr.:** Cody Williford **Project Supt.:** Glenn Eubanks
**Start Date** April 2018 **Completion Date:** August 2018
**Project Size:** 1,600 SF
**Project Cost:** $369,000 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Kevin's A/C
Electrical: Newtron Electrical Services
Plumbing: Alcode Plumbing

**Project Name:** Hardin County Annex Building
**Owner:** Hardin County, TX
300 Monroe - Kountze, TX 77625
**Owner Contact:** Judge Wayne McDaniel **Phone:** (409) 246-5120
**Fax:** (409) 246-5195
**Architect:** The LaBiche Architectural Group, Inc.
7999 Gladys Ave., Suite 101 - Beaumont, TX 77706
**Archt. Contact:** Greg Wall **Phone:** (409) 860-0197
**Fax:** (409) 860-0198
**Project Mgr.:** Cody Williford **Project Supt.:** Russ Waller
**Start Date** January 2017 **Completion Date:** May 2018
**Project Size:** 10,125 SF
**Project Cost:** $2,043,606 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Air Services
Electrical: Newtron Electrical Services
Plumbing: Big Thicket Plumbing, Inc.

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**Project Name:** Buna Junior High Cafeteria
**Owner:** Buna Independent School District
P.O. Box 1087 - Buna, TX 77612
**Owner Contact:** Dr. R. Steve Hyden **Phone:** (409) 994-5101
**Fax:** (409) 994-4808
**Architect:** Architectural Alliance, Inc.
350 Pine Street, Suite 720 - Beaumont, TX 77701
**Archt. Contact:** Ronnie Jones **Phone:** (409) 866-7196
**Fax:** (409) 866-1745
**Project Mgr.:** Richard Wolny **Project Supt.:** Glenn Eubanks
**Start Date** June 2016 **Completion Date:** July 2017
**Project Size:** 12,550 SF
**Project Cost:** $2,996,313 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Associated Mech. Sealed Proposal
Electrical: Gulf Coast Electric Co., Inc.
Plumbing: Hinote Plumbing, Inc.

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**Project Name:** Interim Sanctuary Facility
**Owner:** Cornerstone Baptist Church
P.O. Box 2220 - Kountze, TX 77625
**Owner Contact:** Rusty Mott **Phone:** (409) 246-1116
**Fax:**
**Architect:** William F. Nelson
2742 Ranchland Drive - Kountze, TX 77625
**Archt. Contact:** William F. Nelson **Phone:** (409) 246-3123
**Fax:** (409) 246-3123
**Project Mgr.:** Cody Williford **Project Supt.:**
**Start Date** March 2016 **Completion Date:** September 2016
**Project Size:** 8,400 SF
**Project Cost:** $940,000 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Cobb Air Conditioning Co.
Electrical: Jefferson Electric Co., Inc.
Plumbing: Big Thicket Plumbing, Inc.

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**Project Name:** NICU Renovations
**Owner:** CHRISTUS St Elizabeth Hospital
2830 Calder Avenue - Beaumont, TX 77702
**Owner Contact:** James Pearson **Phone:** (409) 899-7050
**Fax:** (409) 899-7052
**Architect:** Architectural Alliance, Inc.
350 Pine Street, Suite 720 - Beaumont, TX 77701
**Archt. Contact:** Ronnie Jones **Phone:** (409) 866-7196
**Fax:** (409) 866-1745
**Project Mgr.:** Cody Williford **Project Supt.:** Don Sample
**Start Date** January 2016 **Completion Date:** August 2016
**Project Size:** 5,300 SF
**Project Cost:** $983,359 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Chapman Industries Sealed Proposal
Electrical: Jefferson Electric Co., Inc.
Plumbing: Plumbing Specialties

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**Project Name:** Chambers County Health Services Building
**Owner:** Chambers County, TX
102 Airport Road - Anahuac, TX 77514
**Owner Contact:** Michael Lessley **Phone:** (409) 267-2725
**Fax:**
**Architect:** MDP Consulting Engineers, Inc.
P.O. Box 2348 - Anahuac, TX 77514
**Archt. Contact:** Darlene McPherson **Phone:** (409) 267-3552
**Fax:** (409) 267-3661
**Project Mgr.:** Richard Wolny **Project Supt.:** Don Sample
**Start Date** October 2016 **Completion Date:** November 2017
**Project Size:** 11,240 SF
**Project Cost:** $3,262,000 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Thermacon Service Sealed Proposal
Electrical: D&H Electrical Services, Inc.
Plumbing: Hinote Plumbing, Inc.

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**Project Name:** CHRISTUS Southeast Texas Outpatient Center
**Owner:** CHRISTUS Health Southeast Texas
2830 Calder Avenue - Beaumont, TX 77702
**Owner Contact:** James Pearson **Phone:** (409) 899-7122
**Fax:** (409) 899-8191
**Architect:** George Armour Ewart, Architect
404 Beanden Park Circle - Knoxville, TN 37919
**Archt. Contact:** George Ewart **Phone:** (865) 602-7771
**Fax:** (865) 602-7742
**Project Mgr.:** Mike Graves **Project Supt.:** Vance Cawley
**Start Date** March 2016 **Completion Date:** March 2017
**Project Size:** 36,542 SF
**Project Cost:** $8,532,644 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: HB Mechanical Sealed Proposal
Electrical: Jefferson Electric Co., Inc.
Plumbing: Plumbing Specialties

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**Project Name:** Beaumont-Edison Plaza Office Space Build-Out
**Owner:** Capital One Services, LLC
15000 Capital One Dr. - Richmond, VA 23238
**Owner Contact:** Laura Collins **Phone:** (504) 235-6149
**Fax:**
**Architect:** Morris Architects, Inc.
1001 Fannin, Suite 4040 - Houston, TX 77002
**Archt. Contact:** Ruth Plascencia **Phone:** (713) 850-6542
**Fax:** (713) 622-7021
**Project Mgr.:** Cody Williford **Project Supt.:** Charley Messina
**Start Date** October 2015 **Completion Date:** February 2016
**Project Size:** 25,500 SF
**Project Cost:** $2,540,000 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Air Services Sealed Proposal
Electrical: Newtron Electrical Services
Plumbing: Plumbing Specialties

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**Project Name:** Pain Management
**Owner:** CHRISTUS St Elizabeth Hospital
2830 Calder Avenue - Beaumont, TX 77702
**Owner Contact:** James Pearson **Phone:** (409) 899-7050
**Fax:** (409) 899-7052
**Architect:** Architectural Alliance, Inc.
350 Pine Street, Suite 720 - Beaumont, TX 77701
**Archt. Contact:** Ronnie Jones **Phone:** (409) 866-7196
**Fax:** (409) 866-1745
**Project Mgr.:** Cody Williford **Project Supt.:** Don Sample
**Start Date** October 2015 **Completion Date:** February 2016
**Project Size:** 4,800 SF
**Project Cost:** $429,247 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Chapman Industries Sealed Proposal
Electrical: Jefferson Electric Co., Inc.
Plumbing: Plumbing Specialties

**Project Name:** Additional Paving
**Owner:** Pinecrest Baptist Church
5660 FM 1122 - Silsbee, TX 77656
**Owner Contact:** Frank Shannon **Phone:** (409) 926-7202
**Fax:**
**Architect:** Fittz & Shimpan, Inc.
1405 Cornerstone Court - Beaumont, TX 77706
**Archt. Contact:** Terry Shipman **Phone:** (409) 832-7238
**Fax:** (409) 832-7303
**Project Mgr.:** Mike Graves **Project Supt.:**
**Start Date** August 2015 **Completion Date:** November 2015
**Project Size:** 25,400 SF
**Project Cost:** $213,475 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: N/A
Electrical: N/A
Plumbing: N/A

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**Project Name:** Travis Elementary School
**Owner:** Port Arthur Independent School District
4801 9th Avenue - Port Arthur, TX 77642
**Owner Contact:** Chuck Kelley **Phone:** (832) 262-3275
**Fax:** (713) 401-5290
**Architect:** Long Architecture, Inc.
6465 Calder, Suite 206 - Beaumont, TX 77706
**Archt. Contact:** Cade Spell **Phone:** (409) 866-3443
**Fax:** (409) 866-3603
**Project Mgr.:** Cody Williford **Project Supt.:** James Haggard
**Start Date** December 2016 **Completion Date:** October 2018
**Project Size:** 100,000 SF
**Project Cost:** $22,923,299 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Mechanical Specialty Systems, LLC
Electrical: Jefferson Electric Co., Inc.
Plumbing: Plumbing Specialties

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**Project Name:** 2013 Bond Program - Additions & Renovations
**Owner:** Little Cypress-Mauriceville C.I.S.D.
6586 FM 1130 - Orange, TX 77632
**Owner Contact:** Greg Perry **Phone:** (409) 883-2232
**Fax:** (409) 883-3509
**Architect:** Mark Magnuson & Associates, Inc.
704 Texas Avenue - Bridge City, TX 77611
**Archt. Contact:** Mark Magnuson **Phone:** (409) 735-4999
**Fax:** (409) 735-3008
**Project Mgr.:** John Polk **Project Supt.:** Multiple
**Start Date** June 2014 **Completion Date:** October 2018
**Project Size:** 345,300 SF
**Project Cost:** $52,000,000 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Multiple
Electrical: Multiple
Plumbing: Multiple

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**Project Name:** New Office Building
**Owner:** M & I Electric Industries, Inc.
4775 M.L. King Parkway - Beaumont, TX 77705
**Owner Contact:** Landon Frioux **Phone:** (409) 838-0441
**Fax:** (409) 838-1066
**Architect:** Architectural Alliance, Inc.
350 Pine Street, Suite 720 - Beaumont, TX 77701
**Archt. Contact:** Rob Clark **Phone:** (409) 866-7196
**Fax:** (409) 866-1745
**Project Mgr.:** John Polk **Project Supt.:** Glenn Eubanks
**Start Date** December 2013 **Completion Date:** July 2014
**Project Size:** 10,900 SF
**Project Cost:** $1,586,000 **Delivery Method:** Design-Build
**MEP Subs.:** Mechanical: Associated Mechanical Services, Inc.
Electrical: Jefferson Electric Co., Inc.
Plumbing: Big Thicket Plumbing, Inc.

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**Project Name:** Wilson - Early College High School
**Owner:** Port Arthur Independent School District
4801 9th Avenue - Port Arthur, TX 77642
**Owner Contact:** Chuck Kelley **Phone:** (832) 262-3275
**Fax:** (713) 401-5290
**Architect:** Smith & Company Architects, Inc.
1500 McGowen St., Suite 150 - Houston, TX 77004
**Archt. Contact:** Terry Smith **Phone:** (713) 524-4202
**Fax:** (713) 524-4071
**Project Mgr.:** Richard Wolny **Project Supt.:** Charley Messina
**Start Date** June 2016 **Completion Date:** July 2017
**Project Size:** 43,620 SF
**Project Cost:** $8,419,000 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Air Conduit, LLC
Electrical: Newtron Electrical Services
Plumbing: Big Thicket Plumbing, Inc.

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**Project Name:** Additions & Renovations to Buildings G, D & E
**Owner:** All Saints Episcopal School
4108 Delaware - Beaumont, TX 77706
**Owner Contact:** Scootie Clark **Phone:** (409) 892-1755
**Fax:** (409) 892-0166
**Architect:** Merriman Holt Architects, Inc.
3900 Essex Lane, Suite 200 - Houston, TX 77027
**Archt. Contact:** John Montag **Phone:** (713) 522-2885
**Fax:** (713) 524-4151
**Project Mgr.:** Mike Graves **Project Supt.:** Vance Cawley
**Start Date** May 2015 **Completion Date:** January 2016
**Project Size:** 12,932 SF
**Project Cost:** $1,660,000 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Reed Service Company
Electrical: Crown Electric, Inc.
Plumbing: Big Thicket Plumbing, Inc.

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**Project Name:** Renovations to Reagent Chemical & Research, Inc.
**Owner:** Reagent Chemical & Research, Inc.
115 Rt. 202-31 South - Ringoes, NJ 08551
**Owner Contact:** Steve Bendig **Phone:**
**Fax:**
**Architect:** The LaBiche Architectural Group, Inc.
7999 Gladys Ave., Suite 101 - Beaumont, TX 77706
**Archt. Contact:** Dohn LaBiche **Phone:** (409) 860-0197
**Fax:** (409) 860-0198
**Project Mgr.:** Cody Williford **Project Supt.:** Charley Messina
**Start Date** February 2014 **Completion Date:** July 2014
**Project Size:** 5,200 SF
**Project Cost:** $527,000 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Air Services Sealed Proposal
Electrical: Electrical Specialties, Inc.
Plumbing: Big Thicket Plumbing, Inc.

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**Project Name:** Plant Expansion Project - Crane Building
**Owner:** M & I Electric Industries, Inc.
4775 M.L. King Parkway - Beaumont, TX 77705
**Owner Contact:** Landon Frioux **Phone:** (409) 838-0441
**Fax:** (409) 838-1066
**Architect:** N/A
**Archt. Contact:** N/A **Phone:**
**Fax:**
**Project Mgr.:** John Polk **Project Supt.:** Glenn Eubanks
**Start Date** October 2013 **Completion Date:** May 2014
**Project Size:** 33,950 SF
**Project Cost:** $2,107,000 **Delivery Method:** Design-Build
**MEP Subs.:** Mechanical: Cobb Air Conditioning Co.
Electrical: Jefferson Electric Co., Inc.
Plumbing: Big Thicket Plumbing, Inc.

**Project Name:** Phase 3 Renovations
**Owner:** Calder Baptist Church
1005 North 11th Street - Beaumont, TX 77702
**Owner Contact:** Rev. Jim Fuller **Phone:** (409) 892-4251
**Fax:** (409) 892-7602
**Architect:** Architectural Alliance, Inc.
350 Pine Street, Suite 720 - Beaumont, TX 77701
**Archt. Contact:** Rob Clark **Phone:** (409) 866-7196
**Fax:** (409) 866-1745
**Project Mgr.:** Mike Graves **Project Supt.:** Don Sample
**Start Date** June 2013 **Completion Date:** March 2014
**Project Size:** 10,000 SF
**Project Cost:** $1,184,395 **Delivery Method:** Negotiated
**MEP Subs.:** Mechanical: Efficient Systems
Electrical: Gold Crest Electric Co., Inc.
Plumbing: Alcode Plumbing

**Project Name:** The Cottages of Spindletop
**Owner:** Spindletop Center
P.O. Box 3846 - Beaumont, TX 77704
**Owner Contact:** Sally Broussard **Phone:** (409) 839-1000
**Fax:** (409) 839-2268
**Architect:** The LaBiche Architectural Group, Inc.
7999 Gladys Ave., Suite 101 - Beaumont, TX 77706
**Archt. Contact:** Dohn LaBiche **Phone:** (409) 860-0197
**Fax:** (409) 860-0198
**Project Mgr.:** John Polk **Project Supt.:** Clayton Ard, Jr.
**Start Date** August 2013 **Completion Date:** May 2014
**Project Size:** 10,600 SF
**Project Cost:** $1,931,910 **Delivery Method:**
**MEP Subs.:** Mechanical: Cobb Air Conditioning Co.
Electrical: Allied Electrical Contractors
Plumbing: Alcode Plumbing

**Project Name:** Educational Service Center
**Owner:** West Orange-Cove C.I.S.D.
505 North 15th Street - Orange, TX 77630
**Owner Contact:** James Colbert **Phone:** (409) 882-5437
**Fax:** (409) 882-5452
**Architect:** Pfluger Associates Architects, L.P.
4916 Main Street, Suite 100 - Houston, TX 77002
**Archt. Contact:** Michelle Dudley **Phone:** (713) 222-1141
**Fax:** (713) 222-1174
**Project Mgr.:** John Polk **Project Supt.:** Charley Messina
**Start Date** May 2013 **Completion Date:** December 2013
**Project Size:** 41,800 SF
**Project Cost:** $3,038,000 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Associated Mech. Sealed Proposal
Electrical: Knost Electric, Inc.
Plumbing: Plumbing Specialties

**Project Name:** Campus Renovations
**Owner:** Bridge City Independent School District
1031 West Roundbunch Road - Bridge City, TX 77611
**Owner Contact:** Gina Mannino **Phone:** (409) 735-1520
**Fax:** (409) 735-1512
**Architect:** Mark Magnuson & Associates, Inc.
704 Texas Avenue - Bridge City, TX 77611
**Archt. Contact:** Mark Magnuson **Phone:** (409) 735-4999
**Fax:** (409) 735-3008
**Project Mgr.:** Cody Williford **Project Supt.:** Mike Messina
**Start Date** June 2013 **Completion Date:** February 2014
**Project Size:** 12,000 SF
**Project Cost:** $1,021,000 **Delivery Method:** CMAR
**MEP Subs.:** Mechanical: Thermacon Service Company, Inc.
Electrical: Newtron Electrical Services
Plumbing: Plumbing Specialties

**Project Name:** FEMA/TSSI Dome & Fine Arts/Auditorium/Convention Center
**Owner:** Lumberton Independent School District
121 South Main - Lumberton, TX 77657
**Owner Contact:** John Valastro **Phone:** (409) 923-7580
**Fax:** (409) 755-7848
**Architect:** Cutright & Allen, Inc.
111 East Travis, Suite 222 - LaGrange, TX 78945
**Archt. Contact:** Brad Cutright **Phone:** (979) 968-8888
**Fax:** (979) 968-8887
**Project Mgr.:** Mike Graves **Project Supt.:** James Haggard
**Start Date** June 2013 **Completion Date:** August 2014
**Project Size:** 25,447 SF
**Project Cost:** $5,728,146 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: C & I Mechanical Sealed Proposal
Electrical: Knost Electric, Inc.
Plumbing: All Star Plumbing, Inc.

**Project Name:** Dispatch Center
**Owner:** Chambers County, TX
P.O. Box 939 - Anahuac, TX 77514
**Owner Contact:** Quinton Adams **Phone:**
**Fax:**
**Architect:** PGAL, Inc.
3131 Briarpark, Suite 200 - Houston, TX 77042
**Archt. Contact:** Michael Lloyd **Phone:** (713) 622-1444
**Fax:** (713) 968-9333
**Project Mgr.:** John Polk **Project Supt.:** Mike Messina
**Start Date** July 2012 **Completion Date:** April 2013
**Project Size:** 3,000 SF
**Project Cost:** $871,995 **Delivery Method:** Competitive
**MEP Subs.:** Mechanical: Associated Mech. Sealed Proposal
Electrical: D & H Electrical
Plumbing: All Star Plumbing, Inc.

DANIELS
BUILDING & CONSTRUCTION INC.

Daniels Building & Construction, Inc.

## OFFICE STAFF

**Janet Daniels**
President, Owner

38 years experience. Manages investments and comptroller of accounts and job cost. Graduate of Lamar University with B.S. in Business Administration.

**Charissa Danielle Lewis**
Executive Vice-President

12 years experience. Manages all facets of accounting, payables, receivables, cash management, payroll, job costing, and contract insurance on all levels. Responsible for all administrative and legislative aspects of safety program. Obtained a B.A. from Baylor University and graduated Lamar University with a Master of Science degree in Industrial & Organizational Psychology.

**Mike Graves**
Project Administrator

43 years commercial construction development experience consisting of supervision, project management, and both conceptual and construction document estimating. Participates in project development, management and estimating operations of the company. Graduate of Texas A & M University with a B.S. in Environmental Design (Architecture).

**John Polk**
Project Administrator

30 years experience in industrial and commercial construction. Participates in project management, project development and estimating operation of the company.

**Cody Williford**
Project Administrator

20 years experience in commercial construction. Participates in project management, coordination and estimating operation of the company. Graduate of Lamar University with a B.S. in Industrial Technology.

**Richard Wolny**
Project Administrator

20 years experience in commercial construction. Participates in project development, management, and estimating operations of the company. Graduate of Texas A & M University with a B.S. in Construction Science.

**Don Frazier**
General Superintendent

38 years experience as a project superintendent on commercial and industrial projects. Responsible for coordination of all manpower and equipment on all construction sites. Assists the project superintendents with quality control and safety. Attends a portion of the construction meetings to insure good relations with the owner and architectural representatives.

DANIELS
BUILDING & CONSTRUCTION, INC.

**Stephanie Staudenmier**
Project Administrative Assistant

28 years experience providing administrative support to the Project Management group. Plans, directs and controls activities concerning procedures relating to owner contracts, change orders, subcontract documents, submittals, as-built drawings and warranties and O & M manuals for the benefit of Project Manager. Possesses general clerical, word processing, spreadsheets and scheduling skills.

**Eloise Phillips**
Accounts Payable

46 years business experience with 20 years specific departmental experience, assures timely and accurate processing of all invoices and payables. Responsible for maintenance of job cost data, committed cost, equipment costing and works closely with project managers to verify data. Relieves the receptionist and ensures that the security of routine files and procedures are maintained.

**Kasandra Roye**
Administrative Assistant

11 years experience verifying applications for payment, requisition purchases, accounts payable, commitments and their entry into the accounting system and tracking through job cost. Possess general clerical, word processing, spreadsheets and scheduling skills.

DANIELS
BUILDING & CONSTRUCTION, INC.

Daniels Building & Construction, Inc.

## FIELD SUPERVISORY STAFF:

## PROJECT SUPERINTENDENTS

| | |
|---|---|
| **Glenn Eubanks** | 37 years experience as superintendent on industrial, residential and commercial projects. |
| **James Haggard** | 36 years experience as superintendent on commercial and industrial projects. |
| **Charley Messina, Jr.** | 34 years experience as superintendent on residential, commercial projects. |
| **Don Sample** | 33 years experience as superintendent on commercial and industrial projects. |
| **Clayton Ard, Jr.** | 24 years experience as superintendent on commercial and industrial projects. |
| **Vance Cawley** | 24 years experience as superintendent on commercial and industrial projects. |
| **Russ Waller** | 14 years experience as assistant superintendent on commercial projects. |
| **JC Lewis** | 3 years experience as assistant superintendent on commercial projects. |
| **Mat Larson** | 3 years experience as assistant superintendent on commercial projects. |

DANIELS
BUILDING & CONSTRUCTION, INC.

P.O. BOX 20878 • BEAUMONT, TEXAS 77720-0878

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

**SEALED BID**
IFB 18-048/YS
Hurricane Harvey Repairs for Ben J. Rogers Visitors Center
Tuesday, December 4, 2018; 11:00 AM

RECEIVED 10:53 AM DEC 04 2018

# D.I.G.
## DEFINITIVE INDUSTRIAL GROUP

*December 4th, 2018*

*Jefferson County – Ben J. Rogers Regional Visitor Center*
*Beaumont, Texas*

**RE: Proposal to furnish labor, materials and services necessary to provide construction services at a 5055 IH-10 South, Beaumont, Texas location indoor facility, per drawing provided by Labiche Architectural Group, Inc.**

**Purchaser,**

Definitive Industrial Group (D.I.G) is pleased to have the opportunity to provide the following proposal to perform services for you. We look forward to working as part of the team that brings this project to a successful completion, and understand the urgency of this project. We believe the work plan and crew we have assembled can bring a safe and expedient completion of this project.

**Scope of work is as follows:**

- Mobilize crew to locations
- Set up and create "safe working area"
- Remove old carpet and flooring
- Prep floor for new flooring
- Saw cut concrete as needed for trench drain/plumbing
- Install gutters and drain assembly/plumbing
- Remove and replace sheetrock and insulation per drawing
- Repair metal studs as needed
- Paint and texture per drawing
- Supply and install Medium Stile doors with Impact rated glass, frames, hardware, threshold, and color match per owner.
- Supply and install custom cabinet/countertop
- Install drywall, tape, float, texture, paint per owner instructions
- Install molding/trim/paint per owner instructions
- Install Carpet/Vinyl Plank, Base trim per drawing
- Clean area and de-mob

**Labor Equipment and Material -** **$97,523.63**

**Note:**

- **Work estimate should take 28 weekdays or less to complete.**
- **Work planned on straight time – 10 hour days.**
- **No cost provided for abatement in this estimate.**
- **No cost provided for HVAC or Phone/Computer systems or cable.**
- **All material subject to change, pending owner approval.**

Pricing includes all labor, tools, and materials per scope.
Sales tax will be added at 8.25% unless a valid resale or exemption certificate is provided by client.

This proposal is made on the assumption that the work will be performed without unforeseen delays outside the control Definitive Industrial Group.
Any additional work created due to design change, unforeseen site conditions will be approved as a change order per owner.
Terms, fees, and conditions are valid for 30 days from the date of this proposal.
Once again, we appreciate the opportunity to provide this proposal for you.

If you have any questions don't hesitate to call me.

***Thank you,***

Steven Fore
Project Manager
IT Manager
Definitive Industrial Group
www.definitiveindustrialgroup.com
(409) 299-9631 Office
(409) 350-0669 Mobile
(409) 220-8355 Fax

D.I.G.
DEFINITIVE INDUSTRIAL GROUP

# Bidder Information Form

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

**Bid Name & Number:** Hurricane Harvey Repairs for Ben J. Rogers Visitors Center, IFB 18-048/YS

**Bidder's Company/Business Name:** Definitive Industrial Group, INC.

**Bidder's TAX ID Number:** 82-4917455

**Contact Person:** Steven FORE **Title:** PM

**Phone Number (with area code):** 409 299 9631

**Alternate Phone Number if available (with area code):** 409 338 8931 / 4093500669

**Fax Number (with area code):** 409 220 8355

**Email Address:** steven.fore@definitiveindustrialgroup.com

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

6980-B Industrial Rd.
Address

Beaumont, TX 77705
City, State, Zip Code

# Acceptance of Offer

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

This contract shall henceforth be referred to as Contract No. IFB 18-048/YS, Hurricane Harvey Repairs for Ben J. Rogers Visitors Center. 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

Gentlemen:

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the **HURRICANE HARVEY REPAIRS FOR BEN J. ROGERS VISITORS CENTER** in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum(s):

BASE BID: Eighty Nine Thousand Nine Hundred Eighty Dollars & 43 cents

Dollars $ 89,980.43

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

LIQUIDATED DAMAGES FOR DELAYS:
It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of Five Hundred Dollars ($300.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to substantially complete within _____ calendar days.

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

Addendum 1 ✓ Date Received NOV. 26, 2018

Addendum 2 ✓ Date Received NOV. 29, 2018

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: Motiva Par

Address: 2555 Savannah Port Arthur, TX 77642

Contact Person and Title: Chad Smith

Phone: 409 550-1307 Fax: _____

Email Address: chad.smith@motiva.com Contract Period: Nov 2017 to Present

Scope of Work: Civil Construction - all phases

**REFERENCE TWO**

Government/Company Name: Total Industrial Specialty Services

Address: 12711 Fuqua St. Houston, TX 77034

Contact Person and Title: Bill Warren

Phone: 281-922 7555 Fax: _____

Email Address: bill@tissinc.com Contract Period: May 2018 to Present

Scope of Work: Concrete Cutting / Misc construction

**REFERENCE THREE**

Government/Company Name: Triple "S" Industrial

Address: 860 W. Chance Rd. Lumberton, Texas 77657

Contact Person and Title: Bruce Hickman

Phone: 409 755 4077 Fax: _____

Email Address: _____ Contract Period: Sept 2018 to Present

Scope of Work: _____

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

N/A

# Conflict of Interest Questionnaire

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor doing business with local governmental entity**

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

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

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

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

| OFFICE USE ONLY |
| --- |
| Date Received |

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

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

# Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

| | | |
|---|---|---|
| ☐ Yes | ☒ No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| ☐ Yes | ☒ No | 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☐ Yes | ☒ No | 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)? |
| ☐ Yes | ☒ No | 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| ☐ Yes | ☒ No | 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| ☐ Yes | ☒ No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** |

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

Steven FORE
Printed Name of Authorized Representative

Signature

PM
Title

12-3-18
Date

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

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



***This information must be submitted with your bid.***

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

## Bidder Shall Return Completed Form with Offer.

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



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:

- [X] 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 [X] 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: Holmes Cabinets Specialties, LLC.

Address: 2134 Stillwater Dr. / Street / City / State / Zip

Contact person: Jordan Title: Owner

Phone (with area code): 409 543-2706 Fax (with area code): _____

Proposed Subcontract Amount: $ 17,000 Percentage of Prime Contract: 20 %

Description of Subcontract Work to be Performed: Custom cabinets

Subcontractor Name: BG Absolute

Address: 2920 N. Twin City Hwy. Nederland, TX 77627 / Street / City / State / Zip

Contact person: Trayce Boudan Title: Manager

Phone (with area code): 409 719 8255 Fax (with area code): _____

Proposed Subcontract Amount: $ 1,700 Percentage of Prime Contract: 2 %

Description of Subcontract Work to be Performed: gutters

**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 Definitive Industrial Group [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.): | 82-4917455 |
| Company Name submitting bid/proposal: | Definitive Industrial Group, INC. |
| Mailing address: | 6980-B Industrial Rd. Bmt, TX 77705 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: | |

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

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

* 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.**

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,_____
_____
as PRINCIPAL, AND_____
_____,

as SURETY are held and firmly bound unto Commissioners' Court of Jefferson County hereinafter called the "Owner," in the penal sum of_____
_____Dollars, ($_____),
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, 20___, for HURRICANE REPAIRS FOR BEN J. ROGERS REGIONAL VISITORS CENTER, BEAUMONT, TEXAS.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

_____(SEAL)

_____

_____ _____(SEAL)

_____

Attest: By: _____

_____ _____

_____

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2018

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

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

| | |
|---|---|
| PRODUCER<br>Higginbotham Insurance Agency, Inc.<br>3500 Hwy. 365<br>Port Arthur TX 77642 | CONTACT NAME: Shelley Booker Ext. 4439<br>PHONE (A/C, No, Ext): 409-721-6400 FAX (A/C, No): 409-721-9600<br>E-MAIL ADDRESS: sbooker@higginbotham.net |
| INSURED<br>Definitive Industrial Group<br>6980-B Industrial Road<br>Beaumont TX 77705 | DEFIN |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Mt Hawley Insurance Co A+ XI | 37974 |
| INSURER B : Texas Mutual Insurance Co A XV | 22945 |
| INSURER C : Great American Insurance Co of New York | 22136 |
| INSURER D : Imperium Insurance Company | 35408 |
| INSURER E : Argonaut Insurance Company | 19801 |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 1145418547 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X Per Project Agg<br>Capped at $6MM<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | NRG0000210 | 12/27/2017 | 12/27/2018 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Pollution Occ/Agg | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ $1MM / $2MM |
| A<br>D | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | NRG0000210<br>ILR180114700 | 12/27/2017<br>4/23/2018 | 12/27/2018<br>4/23/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | NRX0000226 | 12/27/2017 | 12/27/2018 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$ |
| B<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | TSF0002007844<br>WC928438681204 | 12/27/2017<br>10/1/2018 | 12/27/2018<br>12/27/2018 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Rented/Leased Equipment | | | IMPE3470640001 | 4/23/2018 | 4/23/2019 | Per Occurrence<br>Per Item | $325,000<br>$325,000 |

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

As required by written contract and subject to policy terms & conditions, General Liability including Contractors Pollution Liab provides Blanket Additional Insured - On-Going Operations (CG2010 10/01 (GL) & NCL321 11/16 (CPL) ), Blanket Additional Insured - Products & Completed Operations (CG2037 10/01 (GL) & NCL320 11/16 (CPL) ), Blanket Additional Insured - Lessor of Leased Equipment (CG2034 04/13), Blanket Additional Insured - Primary & Non-Contributory (CG2001 04/13 (GL) & NCL307 04/16 (CPL)), Blanket Waiver of Subrogation (CG2404 05/16 (GL) & NCL311 04/16 (CPL) ), Per Project Aggregate Capped at $6MM (NGL326 04/16); Scheduled Auto Liability (policy #ILR180114700) includes Blanket Additional Insured (CA2048 10/13) and Blanket Waiver of Subrogation (CA0444 10/13); Workers Comp provides Blanket Waiver of Subrogation (WC420304B); Excess Liability is Following Form of General Liability, Contractors Pollution Liability, Employers Liability, Hired & Non-Owned Auto Liability on policy #NRG000210 and scheduled auto liability on policy #ILR180114700.

**CERTIFICATE HOLDER**

Ben J. Rogers Regional Visitor Center
5055 IH-10 South
Beaumont TX 77705

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2018

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PRODUCER
Higginbotham Insurance Agency, Inc.
3500 Hwy. 365
Port Arthur TX 77642

CONTACT NAME: Shelley Booker Ext. 4439
PHONE (A/C, No, Ext): 409-721-6400 FAX (A/C, No): 409-721-9600
E-MAIL ADDRESS: sbooker@higginbotham.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Mt Hawley Insurance Co A+ XI | 37974 |
| INSURER B : Texas Mutual Insurance Co A XV | 22945 |
| INSURER C : Great American Insurance Co of New York | 22136 |
| INSURER D : Imperium Insurance Company | 35408 |
| INSURER E : Argonaut Insurance Company | 19801 |
| INSURER F : | |

INSURED
Definitive Industrial Group
6980-B Industrial Road
Beaumont TX 77705

DEFIN

**COVERAGES** **CERTIFICATE NUMBER:** 1566057968 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | NRG0000210 | 12/27/2017 | 12/27/2018 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | X Per Project Agg | | | | | | MED EXP (Any one person) | $ 5,000 |
| | Capped at $6MM | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | Pollution Occ/Agg | $ $1MM / $2MM |
| A D | AUTOMOBILE LIABILITY | | | NRG0000210<br>ILR180114700 | 12/27/2017<br>4/23/2018 | 12/27/2018<br>4/23/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | NRX0000226 | 12/27/2017 | 12/27/2018 | EACH OCCURRENCE | $ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | TSF0002007844<br>WC928438681204 | 12/27/2017<br>10/1/2018 | 12/27/2018<br>12/27/2018 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Rented/Leased Equipment | | | IMPE3470640001 | 4/23/2018 | 4/23/2019 | Per Occurrence<br>Per Item | $325,000<br>$325,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract and subject to policy terms & conditions, General Liability including Contractors Pollution Liab provides Blanket Additional Insured - On-Going Operations (CG2010 10/01 (GL) & NCL321 11/16 (CPL) ), Blanket Additional Insured - Products & Completed Operations (CG2037 10/01 (GL) & NCL320 11/16 (CPL) ), Blanket Additional Insured - Lessor of Leased Equipment (CG2034 04/13), Blanket Additional Insured - Primary & Non-Contributory (CG2001 04/13 (GL) & NCL307 04/16 (CPL)), Blanket Waiver of Subrogation (CG2404 05/16 (GL) & NCL311 04/16 (CPL) ), Per Project Aggregate Capped at $6MM (NGL326 04/16); Scheduled Auto Liability (policy #ILR180114700) includes Blanket Additional Insured (CA2048 10/13) and Blanket Waiver of Subrogation (CA0444 10/13); Workers Comp provides Blanket Waiver of Subrogation (WC420304B); Excess Liability is Following Form of General Liability, Contractors Pollution Liability, Employers Liability, Hired & Non-Owned Auto Liability on policy #NRG000210 and scheduled auto liability on policy #ILR180114700.

**CERTIFICATE HOLDER**

Jefferson County
1149 Pearl St
Beaumont TX 77701

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Definitive Industrial Group, Inc.
6980 B Industrial Road
Beaumont, TX 77705

# SEALED BID

HURRICANE HARVEY REPAIRS for BEN J. ROGERS VISITORS CENTER

BID NO: IFB 18-048/YS

DUE : 11:00AM DEC. 4, 2018

RECEIVED 10:45 AM DEC 04 2018

Jefferson County Purchasing Department
1149 Pearl St. 1st floor
Beaumont, Texas 77701

# Bidder Information Form

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

**Bid Name & Number:** Hurricane Harvey Repairs for Ben J. Rogers Visitors Center, IFB 18-048/YS

**Bidder's Company/Business Name:** Mike Barnett Construction

**Bidder's TAX ID Number:** 26-439-2034

**Contact Person:** Lance Barnett **Title:** G.M./owner

**Phone Number (with area code):** 409 727-5673

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

**Fax Number (with area code):** 409-727-2905

**Email Address:** lanceusa11@gmail.com

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

1701 Port Neches Ave.
Address

Port Neches, TX 77651
City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

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

M & S Barnett Ltd, DBA Mike Barnett Construction
Company Name

For clarification of this offer, contact:

1701 Port Neches Ave.
Address

Russell Bourgeois
Name

Port Neches, Tx 77651
City State Zip

409-748-0054 (409) 727-2905
Phone Fax

Signature of Person Authorized to Sign

russell.bourgeois@yahoo.com
E-mail

Lance Barnett
Printed Name

GM / Partner
Title

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

# Acceptance of Offer

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

This contract shall henceforth be referred to as Contract No. IFB 18-048/YS, Hurricane Harvey Repairs for Ben J. Rogers Visitors Center. 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

Gentlemen:

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the **HURRICANE HARVEY REPAIRS FOR BEN J. ROGERS VISITORS CENTER** in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum(s):

BASE BID: One Hundred Twenty-Four Thousand Five Hundred Seventy-Five Dollars and no cents

Dollars $ 124,575 00

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

LIQUIDATED DAMAGES FOR DELAYS:
It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of Five Hundred Dollars ($300.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to substantially complete within 120 calendar days.

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

Addendum 1 ✓ Date Received 11/26/18

Addendum 2 ✓ Date Received 11/29/18

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: UNITED METHODIST TEMPLE

Address: 4101 HWY 73, PORT ARTHUR, TX 77642

Contact Person and Title: CHARLES MORGAN

Phone: 409-718-6716 Fax: NA

Email Address: illusion62@gt.rr.com Contract Period: 5/12/2018 - 12/14/18

Scope of Work:

## REFERENCE TWO

Government/Company Name: Diocese of Beaumont

Address: 710 Archie St, Beaumont, TX

Contact Person and Title: Jack Moser

Phone: 409-924-4359 Fax: 409-838-4511

Email Address: jmoser@diocese of bmt.org Contract Period: 11/1/17 - NA

Scope of Work: Hurricane Harvey Repairs, Our Lady Guadalupe - Pt. Arthur, St. Mary's School Orange

## REFERENCE THREE

Government/Company Name: Prioux Chiropractic

Address: 7650 Anchor Dr, Pt. Arthur, TX 77642

Contact Person and Title: Dr. David Prioux

Phone: (409) 729-6003 Fax: (409) NA

Email Address: david@priouxchiropractic.com Contract Period: 11-13-17 - 11-9-18

Scope of Work: Interior Reconstruction + Add-on

**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.

M & S Barnett Ltd - DBA Mike Barnett Construction — Bidder (Entity Name)

Signature

1701 Port Neches Ave. — Street & Mailing Address

Lance Barnett — Print Name

Port Neches, Tx 77651 — City, State & Zip

12/4/2018 — Date Signed

409-727-5673 — Telephone Number

409-727-2905 — Fax Number

lanceusa11@gmail.com — E-mail Address

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

# Conflict of Interest Questionnaire

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____
Signature of vendor doing business with the governmental entity

12/2/18
Date

Adopted 8/7/2015

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

# Local Government Officer
# Conflicts Disclosure Statement - OFFICE USE ONLY

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

**OFFICE USE ONLY**

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

# Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

| | | |
|---|---|---|
| ☑ Yes | ☐ No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| ☑ Yes | ☐ No | 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☑ Yes | ☐ No | 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)? |
| ☑ Yes | ☐ No | 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| ☐ Yes | ☐ No | 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| ☐ Yes | ☐ No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** |

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

Lance Barnett
Printed Name of Authorized Representative

Signature

GM / Partner
Title

12/2/18
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: M&S Barnett Ltd, DBA - Mike Barnett Construction HUB: ☐ Yes ☒ No

Address: 1701 Port Neches Avenue, Port Neches, TX 77651
Street City State Zip

Phone (with area code): 409-727-5673 Fax (with area code): 409-727-2905

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 |
|---|---|---|
| Lance Barnett | | 12/6/18 |
| 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: M&S Barnett LTD, DBA · Mike Barnett Construction HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): _____

Address: 1701 Port Neches Ave, Port Neches, Tx 77651
Street City State Zip

Phone (with area code): 409-727-5673 Fax (with area code): 409-727-2905

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.**

# 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 Mike Barnett Construction [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

| | |
|---|---|
| Taxpayer Identification Number (T.I.N.): | 126439c0346 |
| Company Name submitting bid/proposal: | M&S Barnett LTD. DBA: Mike Barnett Construction |
| Mailing address: | P.O. Box 245, Port Neches, Tx 77651 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: | |

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

| Jefferson County Tax Acct. No.* | Property address or location** |
|---|---|
| 76281 | 1701 Port Neches Avenue |
| | |
| | |

* 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 properly, 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.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form



## HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

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



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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

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.**

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, M&S Barnett, Ltd dba Mike Barnett Construction 1701 Port Neches Avenue, Port Neches, TX 77651 as PRINCIPAL, AND Merchants National Bonding, Inc. 2100 Fleur Drive, Des Monies, IA 50321-1157,

as SURETY are held and firmly bound unto Commissioners' Court of Jefferson County hereinafter called the "Owner," in the penal sum of Five percent of attached bid and alternates---------- Dollars, ($ 5%----------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated December 4, 2018, for HURRICANE REPAIRS FOR BEN J. ROGERS REGIONAL VISITORS CENTER, BEAUMONT, TEXAS.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 4th day of December, 2018, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

_____ (SEAL)

_____

_____ _____ (SEAL)

_____

Attest: By: _____

_____ _____

_____



SEE ATTACHED BID BOND

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

M&S Barnett, Ltd dba Mike Barnett Construction

By: _____ Affix Corporate Seal
LANCE BARNETT

Attest: _____

Merchants National Bonding, Inc.

By: _____ Affix Corporate Seal
Samoa P. Meche, 1734287 Attorney in Fact

Countersigned
by _____
Jennifer Winters, 1371704 Texas Resident Agent
*Attorney-In-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,

_____, Secretary of the Corporation named as

Principal in the within bond; that _____,
who signed the said bond on behalf of the Principal was then _____ of
said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was
duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title _____

* Power-of-attorney for person signing for surety company must be attached to bond.

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

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

Catherine Sue Moss; David P Daniel; J Cory Williams; Nancy M Bernard; R.E. Pool; Samoa P Meche

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of April , 2017 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 26th day of April 2017 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of December , 2014 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
*Secretary*

POA 0018 (3/17)

# Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared LANCE BARNETT (name), who

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

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

for MIKE BARNETT CONSTRUCTION (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said MIKE BARNETT CONSTRUCTION (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: MIKE BARNETT CONSTRUCTION

1701 PORT NECHES, AVE, PORT NECHES, TX 77651

Fax: 409-727-2905 Telephone# 409-727-5673

by: LANCE BARNETT (print name) Title: GM / PARTNER

Signature: Lance Barnett

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

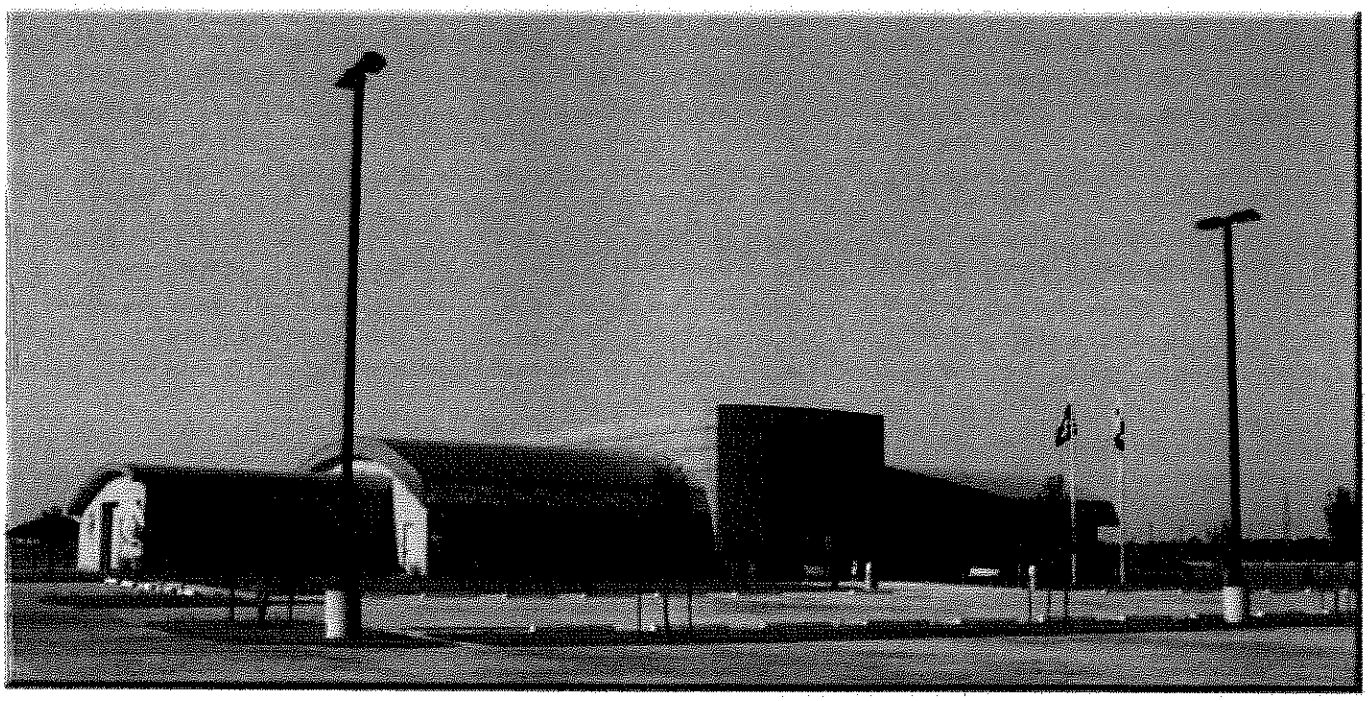
this the 3 day of December, 2018.

SANDRA DUVALL
NOTARY PUBLIC
ID# 131052572
State of Texas
Comm. Exp. 03-21-2021

Sandra Duvall
Notary Public in and for
the State of Texas

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

# CONSTRUCTION MANUAL



HURRICANE HARVEY REPAIRS FOR

## Ben J. Rogers Regional Visitor Center

5055 IH-10 South, Beaumont, Texas

PROJECT #18017

The LaBiche
ARCHITECTURAL GROUP, INC.

7999 Gladys Ave., Suite 101
Beaumont, Texas 77706
409-860-0197

REGISTERED ARCHITECT
CRAIG WAYNE
16306
STATE OF TEXAS

1.1.18

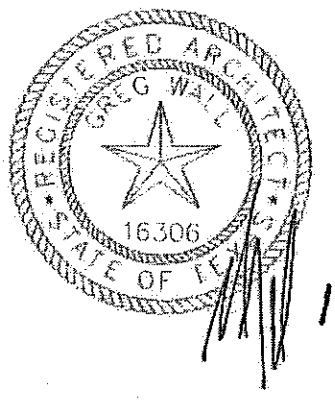
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HURRICANE HARVEY REPAIRS FOR HURRICANE REPAIRS FOR
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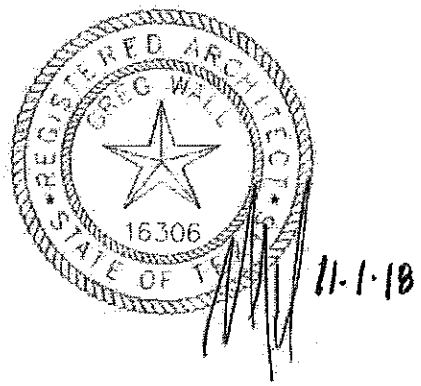
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# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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


## LEGAL NOTICE
## Advertisement for Invitation for Bids

November 5, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-048/YS, Hurricane Harvey Repairs for Ben J. Rogers Regional Visitors Center. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/ 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 **four (4) 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:** | **Hurricane Harvey Repairs for Ben J. Rogers Visitors Center** |
| **BID NO:** | **IFB 18-048/YS** |
| **DUE DATE/TIME:** | **11:00 AM CDT, Tuesday, December 4, 2018** |
| **MAIL OR DELIVER TO:** | **Jefferson County Purchasing Department**<br>**1149 Pearl Street, 1st Floor**<br>**Beaumont, Texas 77701** |

There will be a **mandatory** pre-bid conference and walk-through at **10:00 AM CDT on Thursday, November 15, 2018 at Ben J. Rogers Visitors Center, at 5055 IH-10 South, Beaumont, Texas.**

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

The Owner requires all bidders to submit a Contractors Qualification Statement, as to previous experience in performing comparable work, and as to financial and technical organization and resources available for accomplishing this project. Bidders may obtain access to the drawings and project manuals by contacting the office of The LaBiche Architectural Group, Inc., 7999 Gladys, Suite 101, Beaumont TX, 409-860-0197. The drawings, project manuals and all contract documents may be examined without charge in the office of The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont TX.

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

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – November 7, 2018 & November 14, 2018.

# IFB 18-048/YS
# Hurricane Harvey Repairs for Ben J. Rogers Visitors Center
# Bids due: 11:00 AM CDT, Tuesday, December 4, 2018

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) 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/**

# 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 of 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.

## 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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

**10. Contract**

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

**11. Waiver of Subrogation**

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

**12. Fiscal Funding**

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

**13. Bid Results**

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

**14. Changes and Addenda to Bid Documents**

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

**15. Specifications**

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

**16. Delivery**

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

**17. Interpretation of Bid and/or Contract Documents**

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

## 18. Currency

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

## 19. Pricing

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

## 20. Notice to Proceed/Purchase Order

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

## 21. Certification

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

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

## 22. Definitions

"County" – Jefferson County, Texas.

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

## 23. Minority-Women Business Enterprise Participation

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

# General Conditions of Bidding and Terms of Contract

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

## 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

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

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

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

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

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

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

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

**1.20 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 to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## 3. Purchase Orders and Payment

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

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

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

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

## 4. Contract

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

**4.2 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-halftimes 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 (l) 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 (l) 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 (l) 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 will 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 four (4) 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 naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

| | |
|---|---|
| **Public Liability, including Products & Completed Operations** | $1,000,000 |
| **Excess Liability** | $1,000,000 |

**Property Insurance (policy below that is applicable to this project):**
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

| | |
|---|---|
| **Workers' Compensation** | Statutory Coverage (See Section 9 Below) |

## 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. Contact Yea-Mei Sauer, CTMP, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 18-048/YS.

## Scope

As related to Hurricane Harvey repairs and as shown in Construction Documents.

The Owner requires all bidders to submit a Contractors Qualification Statement, as to previous experience in performing comparable work, and as to financial and technical organization and resources available for accomplishing this project. Bidders may obtain access to the drawings and project manuals by contacting the office of The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont TX, 409-860-0197.

The drawings, project manuals and all contract documents may be examined without charge in the office of The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont TX.

# Bidder Information Form

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

**Bid Name & Number:** Hurricane Harvey Repairs for Ben J. Rogers Visitors Center, IFB 18-048/YS

**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

To Jefferson County:

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

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

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

# Acceptance of Offer

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

This contract shall henceforth be referred to as Contract No. IFB 18-048/YS, Hurricane Harvey Repairs for Ben J. Rogers Visitors Center. 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

Gentlemen:

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the **HURRICANE HARVEY REPAIRS FOR BEN J. ROGERS VISITORS CENTER** in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum(s):

BASE BID: _____

Dollars $_____

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

LIQUIDATED DAMAGES FOR DELAYS:
It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of Five Hundred Dollars ($300.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to substantially complete within _____ calendar days.

**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 — FORM CIQ

**For vendor doing business with local governmental entity**

| OFFICE USE ONLY |
|---|
| Date Received |

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

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

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

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

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

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

# Local Government Officer
# Conflicts Disclosure Statement - OFFICE USE ONLY

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

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

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

**OFFICE USE ONLY**

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

# Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

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

**Did the Prime Contractor/Consultant . . .**

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

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

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

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

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

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

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

| | |
|---|---|
| Printed Name of Authorized Representative | Signature |
| Title | Date |

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

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

***This information must be submitted with your bid.***

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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

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

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

PAGE 1 OF 4

***This information must be submitted with your bid.***

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

## Bidder Shall Return Completed Form with Offer.

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form



## HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

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

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

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



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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

---

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

Name (print or type): _____

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.**

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,_____

_____

as PRINCIPAL, AND_____

_____,

as SURETY are held and firmly bound unto Commissioners' Court of Jefferson County hereinafter called the "Owner," in the penal sum of_____

_____Dollars, ($_____),

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, 20___, for HURRICANE REPAIRS FOR BEN J. ROGERS REGIONAL VISITORS CENTER, BEAUMONT, TEXAS.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

_____(SEAL)

_____

_____ _____(SEAL)

_____

Attest: By: _____

_____ _____

_____

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

By: _____ Affix Corporate Seal

_____ _____

Attest:

_____ _____

By: _____ Affix Corporate Seal

Countersigned

by _____

*Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,

_____, Secretary of the Corporation named as

Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal) _____

Title _____

* Power-of-attorney for person signing for surety company must be attached to bond.

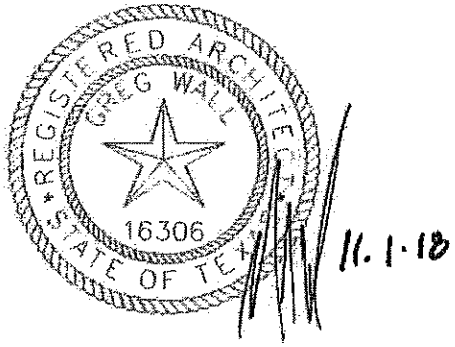
HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

INDEX OF DRAWINGS

ARCHITECTURAL

A1.0 FLOOR PLAN, DOOR TYPES, FINISH SCHEDULE, DOOR DETAILS
A2.0 CABINET PLAN AND ELEVATIONS, CABINET DETAILS, GUTTER DETAILS

END OF INDEX OF DRAWINGS




11.1.18

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

**SECTION 010100 - SUMMARY OF WORK**

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The project is located at 5055 IH-10 South, in Beaumont, Texas.

B. The Work of this Contract consists of the furnishing of all labor, materials, services, equipment and appliances as indicated in the Drawings and Specifications.

1. **Base Bid:** Construct repairs to Ben J. Rogers Regional Visitors Center.

C. The Drawings and Specifications do not necessarily indicate or describe all Work required for completion of the Project. Contractor shall provide and install all incidentals reasonably inferable from the Contract Documents that are required for a complete Project.

D. These documents describe the essential elements sufficiently to determine the scope of the Project.

E. Provide all items required for complete operating systems including items not necessarily shown in these documents, but that can be reasonably inferred as being required for the complete operating system.

F. The Drawings and Specifications indicate the basic quality of materials and quality of construction required for the entire project.

G. Site Inspection: Offers' can access the site at any day and time. Access to the Sub Courthouse requires contacting County Maintenance Supervisor Mark Bernard at (409) 466-1790.

H. Inquiries Concerning Proposal and Contract Documents: Prior to submitting a proposal, technical questions concerning the proposal documents shall be directed to:

The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
dlabiche@labiche.com
Tel: 409/860-0197
Fax: 409/860-0198

1.02 RELATED DOCUMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections found in Division 01 through Division 16, and all Drawings apply to Work specified in this Section.

1.03 CONTRACT

A. The Contract will be executed as a lump-sum agreement on the forms provided.

B. Employ subcontractors for the disconnection, re-connection and installation of all mechanical and electrical Work in conjunction with all Work required, or implied, to be performed by licensed mechanics of these disciplines:
   1. Subcontractors of Contractor shall furnish to Contractor bonds covering faithful performance of subcontract Work and payment of all obligations there under, when Contractor is required to furnish such bonds to the Owner.
   2. Subcontractors of Contractor shall purchase and maintain liability insurance as will protect him from claims, for not less than limits of liability which Contractor is required to provide to Owner.
   3. The Contractor shall include in Contract Amount costs of supervision, coordination and monitoring Work of his selected Subcontractors.

1.04 CONTRACTOR'S USE OF PREMISES

A. Contractor shall be responsible for monitoring the use of premises by Contractor's employees and Subcontractors.

B. Access routes for delivery of materials and equipment shall be as indicated by Owner. Do not use access routes other than those indicated without written permission of the Owner.

C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site. Store materials and products only in those areas indicated for staging.

D. Protect existing lawns, sidewalks, pavements, curbs and utilities subject to damage by Work under this Contract. Repair or replace any existing Work damaged by the Contractor.

E. Parking areas for Contractor's personnel shall be on the project site to the extent it does not interfere with on-going contract Work and in areas designated by the Owner.

1.05 WORK ON PROPERTY

A. Obtain and pay all fees required applicable governing authorities, prior to commencing Work on this Project.

B. Post all notices and warning signs required by applicable governing authorities.

C. Perform Work on this Project in accordance with local codes and ordinance and utility company requirements.

1.06 WORK SEQUENCE AND CLAIMS FOR ADDITIONAL TIME

A. Construct Work in phases to accommodate Owner's occupancy requirements. During the construction period, coordinate construction schedule and operation with the Architect.

B. Claims for additional time as a result of adverse weather conditions will be considered only for weather conditions which are abnormal and if such weather conditions had an adverse effect on the scheduled construction: Rain Day claims for day(s) when Contractor is normally not on site are not legitimate. The Contractor shall document rain delays on a regular basis and submit an itemized listing to the Owner at each payment application meeting. Only requests for extra time, which prevents Work on critical activities for fifty percent (50%) or more of a scheduled workday will be considered. If no request is submitted for a given month, it will be assumed that no time was lost and the contract time shall not be adjusted.

C. No extension of time shall be deemed as waiver by the Owner of its right to terminate the contract for abandonment or delay by the Contractor. Once the Work has begun the contractor shall properly man the project in a continuous manner and proceed with all diligence to complete the project within the contract time. The Contractor must Work continuously and will not be allowed to stop activity on any weekday unless due to adverse weather of to reason pre-approved in writing by the Owner.

1.07 OWNER OCCUPANCY

A. The Owner may occupy all portions of the building and conduct normal operations during the Work. Owner occupancy shall be during the course of the normal Work day and not include evenings. Owner activities may occur on weekends. The Contractor shall fully clean the site and remove all debris and materials from the grounds on days when scheduled Owner's activities will conflict with the Work.

B. Cooperate with the Owner and schedule the Work to minimize conflicts, and to facilitate Owner's normal operations.

C. All electrical, HVAC units and controls shall remain in operation during times the building is occupied.

1.08 OWNER'S OPERATIONS

A. The Contractor shall conduct its Work in a manner to provide minimal interruption of the operations during all construction Work. The Work shall be done at such times and in such manner and locations as to cause a minimum of inconvenience for the staff. Limit operations to specific Work areas. A system of barricades, fences and enclosures shall be used by the Contractor to avoid conflict between construction and operations of the facility.

1.09 HAZARDOUS MATERIALS

A. If, during the progress of the Work, Contractor uncovers work which he believes contains asbestos or other hazardous materials, he shall immediately cease operations in the area of such discovery and notify the both the Architect and the Owner's Representative in writing.

B. Owner will arrange with the Abatement Contractor to perform necessary testing, barricades, enclosures, filtering, and ventilation in areas containing hazardous materials; decontamination, or removal and disposal of hazardous materials in accordance with requirements of authorities having jurisdiction.

C. Owner's Abatement Consultant will notify Owner's Representative and Architect in writing when it is safe to resume construction operations in the areas in question.

D. Contractor shall identify potential lead containing material hazards at the Site and oversee appropriate protective measures, including protection of persons, establishing

END OF SECTION 01010

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

SECTION 010300 - SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 REFERENCES

A. References to known standard specifications shall mean and shall refer to the latest edition of such specifications adopted and published at date of invitation to submit proposals.

B. Reference to technical society, organization or body is made in these Specifications in accordance with the following abbreviations:

| | |
|---|---|
| AIA | American Institute of Architects |
| AIEE | American Institute of Electrical Engineers |
| ANAAMM | National Association Architectural Metals Manufacturers |
| ASA | American Standards Association |
| ASCE | American Society of Civil Engineers |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing Materials |
| FS | Federal Specifications |
| NBS | National Bureau of Standards |
| NEC | National Electric Code |
| NFPA | National Fire Protection Association |
| NRCA | National Roofing Contractors Association |
| UL | Underwriters' Laboratories, Inc. |

1.02 CONDITIONS

A. "General Conditions" apply with equal force to the General Contractor, Subcontractors, Work, extra Work, and the like that may be specified herein or performed in or about the building or site under this Contract.

B. For convenience of reference and to facilitate letting of subcontracts, these Specifications are separated into sections. Such separation shall not operate to make Owner an arbitrator to establish subcontract limits between subcontractors.

C. Execute Work as per Contract Documents. Make no changes therefore without having first received written permission. Where detailed information is lacking before proceeding with Work, refer matter to Architect for clarification.

D. All Work shall be executed by mechanics skilled in their respective trades. Mechanics whose Work is unsatisfactory to the Owner and/or Architect, or who are considered by the Owner to be careless, incompetent, unskilled, or otherwise objectionable, are to be dismissed from Work upon notice from the Owner.

E. The Owner will provide temporary water and electrical power required for the Work at no cost to the Contractor. The Contractor shall make necessary connections to existing fireplugs and/or tap the existing water service, and to power transformer or

other power sources at each building or site as required for performance of his Work. Coordinate all connections with the Owner's Maintenance Department.

F. Contractor shall be responsible for furnishing storage trailers, temporary security fencing, temporary fire protection, telephones, etc., as required to carry out construction operations.

G. Construction related access to the site, shall be limited to areas permitted by the Owner and/or as shown on the Drawings. It shall be the responsibility of the Contractor to prevent damage to the existing paving, to repair all damage, and to recognize and respect all traffic safety requirements and signage. Any loss or damage to the Owner's property caused by the Contractor or his workmen shall be repaired or replaced at no cost to the Owner. Restore the grounds to original condition at the completion of the Project. Remove all fences, barricades, etc. Replace all vegetation damaged by construction operations, including grass, shrubs, and trees, to the satisfaction of the Owner.

H. Work hours in general are between 7:00 am and 6:00 pm, Monday through Friday, unless an exception is granted by the Owner and Architect, or as otherwise defined by various Section of these Specifications.

I. The Contractor shall remove trash and rubbish from the Owner's premises at the end of each Workday. This shall mean that these materials shall be cleaned from the grounds and shall not be left in areas or locations other that containers specified for this purpose. Burning of combustibles will not be permitted.

1.03 RELATED DOCUMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections found in Division 01 through Division 16, and all Drawings apply to Work specified in this Section.

1.04 PROJECT SUPERINTENDENT

A. In addition to other duties imposed by these Specifications the Project Superintendent shall meet the following requirements:

B. Show prior to the start of Work references from Owners of a minimum of five (5) previously completed jobs of similar size, complexity and construction cost.

C. Show proficiency prior to the start of the Work that the Superintendent is fluent in the English language, or if not, provide a competent and approved interpreter for such purposes. The purpose of this clause is to assure adequate communications with all parties involved in the Work.

D. The Project Superintendent shall be present at the project site at all times that any Work of this contract is underway. In the case that the Project Superintendent must be away from the project site the Contractor shall first file written documentation of the absence with the Architect at least 48-hours in advance of the new replacement. The replacement, or acting Project Superintendent, shall meet the minimum requirements defined above and elsewhere in the Specifications for the Project Superintendent. The only exception to this shall be when the Contractor, an officer of the company with

a majority share of ownership, shall be permitted to act as the Project Superintendent. A majority owner of the contracting company may act as the Project Superintendent for the entirety of the project.

E. No Work shall be performed and no subcontractor(s) shall be permitted to Work at any time when the Project Superintendent is not present.

1.05 INSURANCE CLAIMS FOR PROPERTY DAMAGES

A. In the event that any damage is incurred to the Owner's or employees property due to any act of the Contractor, the Contractor shall make payment of the claim through its own resources or via its insurance carrier within thirty (30) days of the claim occurrence.

1.06 ADDITIONAL INSPECTIONS BY ARCHITECT

A. In the event that the Contractor exceeds the completion date for whatever reason he/she shall be responsible for reimbursing the Owner through authorized change order for all costs of the Architect's staff and expenses to carry on inspection duties at the rate performed during the project before the completion date.

B. The rate of reimbursement shall be as follows:

| | |
|---|---|
| Construction Observer | $ 65.00 per hour |
| Architect / Roofing Consultant | $135.00 per hour |
| Re-Inspection Following Substantial or Final Completion | $135.00 per hour |
| Mileage | $ 0.45 per mile |
| Other Expenses | Cost plus 10% |

END OF SECTION 010300

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 010410 - PROJECT COORDINATION

## PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

Coordinate Work with that of other contractors and trades and on-going Work by Owner under administration of the Architect.

### 1.02 RELATED DOCUMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections found in Division 01 through Division 16, and all Drawings apply to Work specified in this Section.

### 1.03 VISIT TO SITE

A. Prior to submitting his quotation for Work under this project, the Contractor shall visit the site to examine all conditions related to his Work, and to acquaint himself with these conditions. FIELD MEASUREMENTS ARE REQUIRED FOR THIS PROJECT.

B. The Contractor shall verify that existing facilities, utilities and/or conditions are adequate and if equipment, utilities, facilities or conditions are such that other items and services, in addition to those specified, are required to achieve operational systems as described herein, the Contractor shall advise the Architect of the scope and costs of necessary additional Work or services at the time of proposal submittal.

### 1.04 CONSTRUCTION MOBILIZATION

A. The Contractor shall attend the scheduled pre-construction conference as directed by the Architect and Owner for the purpose of project coordination.

B. Cooperate with the Owner and Architect in location of mobilization areas on site for access, traffic, and parking facilities. During construction coordinate use of site and facilities through the Architect and Owner.

C. Comply with the Architect's procedures for intra-project communications: Submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

D. Comply with instructions of the Architect for use of temporary facilities.

E. Coordinate field and layout Work under instructions of the Architect.

### 1.05 SUBMITTALS TO THE ARCHITECT

A. All submittals for this project will be required to be submitted at the same time and shall be in accordance with requirements of Section 010300. The Contractor shall provide submittals covering all materials specified in the Specifications. Any changes from the existing Work or sheet metal profiles shown in the Drawings will be forwarded in the

form of shop drawings to the Architect by facsimile prior to beginning fabrication or installation. Update and provide revised schedules at each pay application meeting.

B. Deliver submittals to the Architect for transmittal to all required parties. The office of the Architect is located as follows:

The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
Tel: 409/860-0197
Fax: 409/860-0198

C. Submit written requests for interpretation of Contract Documents and obtain instructions through the Architect.

1.06 COORDINATION DRAWINGS

A. Provide information required by the Architect for preparation of coordination drawings.

B. Review Drawings carefully prior to submission of all submittals to the Architect.

1.07 CLOSEOUT PROCEDURES

Submit in accordance with Section 017000.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 010410

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

SECTION 010450 - CUTTING AND PATCHING

## PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

A. Requirements and limitations for cutting and patching of Work.

B. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other Work, and subsequent fitting and patching required for restoration of surfaces to their original condition.
   1. "Cutting and patching" is performed for coordination of the Work, to uncover Work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.

### 1.02 RELATED REQUIREMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections found in Division 01 through Division 16, and all Drawings apply to Work specified in this Section.

### 1.03 SUBMITTALS

A. Submit written request in advance of cutting or alteration, which affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather-exposed or moisture-resistant element.
   3. Efficiency, maintenance, or safety of any operational equipment.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner or separate contractor.

B. Include in request:
   1. Identification of Project.
   2. Location and description of affected Work.
   3. Necessity for cutting or alteration.
   4. Description of proposed Work, and products to be used.
      a. Scope of cutting, patching, alteration, or excavation.
      b. Trades who will execute the Work.
      c. Products proposed to be used.
      d. Extent of re-finishing.
      e. Cost proposal when applicable.
      f. Alternatives to cutting and patching.
   5. Effect on Work of Owner or separate contractor, if any
   6. Written permission of affected separate contractor, if any.
   7. Date and time Work will be executed.

### 1.04 QUALITY ASSURANCE

Requirements for Structural Work: Do not cut or alter any structural Work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

A. Except as otherwise indicated, or as directed by the Owner, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

B. Those required for original installation.

C. No substitutions of materials will be accepted after proposals are submitted.

## PART 3 - EXECUTION

### 3.01 GENERAL

A. Execute cutting, fitting and patching including excavation and fill, to complete Work and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

### 3.02 INSPECTION

A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the Work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the Work.

B. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

C. After uncovering, inspect conditions affecting performance of Work.

D. Beginning of cutting or patching means acceptance of existing conditions.

### 3.03 PREPARATION

A. Provide supports to assure structural integrity of surroundings, devices and methods to protect other portions of Work from damage.

B. Provide protection from elements for areas, which may be exposed by uncovering Work; maintain excavations and openings free of water.

C. Prevent debris from entering facility; do not permit product contamination.

3.04 PERFORMANCE

A. Employ skilled workers to perform cutting and patching Work. Except as otherwise indicated or as approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cut the Work using methods that are least likely to damage Work to be retained or adjoining Work. Where possible review proposed procedures with the original installer and comply with its recommendations.

C. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine, such as a carborundum saw, or core drill, to ensure a neat hole. Cut holes and slots neatly to size required with a minimum disturbance of adjacent Work. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces. Temporarily cover unused openings.

D. Patch with seams, which are durable and as invisible as possible. Comply with specified tolerances for the Work. Where feasible, inspect and test patched areas to demonstrate integrity of Work. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining Work in a manner which will eliminate evidence of patching and re-finishing.

E. Where removal of walls or partitions extends from one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall covering; replace with new materials.

F. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface of wall or ceiling containing patch, after patched area has received prime and base coat. Patch, repair or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.

G. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through roof, wall, floor or other surfaces.

H. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire rated material, full thickness of the construction element.

I. Do not leave facility open to contamination or rain; close off at end of each Work day.

J. Thoroughly clean areas and spaces where Work is performed or used as access to Work. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied.

END OF SECTION 010450

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 011200 - ALTERATION PROJECT PROCEDURES

## PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

A. Procedural requirements

B. Rehabilitation and renovations of existing spaces and materials.

C. Installation of products removed in Sections as specified.

### 1.02 RELATED REQUIREMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections and all Drawings apply to Work specified in this Section.

## PART 2 - PRODUCTS

### 2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials shall be as specified in individual Sections

B. Match existing products and Work for patching and extending Work.

C. Determine type and quality of existing products by inspection and any necessary testing, and workmanship by use of existing as a standard. Presence of a product, finish or type of Work requires that patching, extending or matching shall be performed as necessary to make Work complete and consistent with the Specifications.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

A. Verify that demolition is complete and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

### 3.02 PREPARATION

A. Cut, move or remove items as necessary for access to alteration and renovation Work; replace and restore at completion.

B. Remove unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry and concrete: replace materials as specified for finished Work.

C. Remove debris and abandoned items from area and from concealed spaces.

D. Prepare surfaces and remove surface finishes to provide for proper installation of new Work and new finishes.

E. Close openings in exterior surfaces to protect existing Work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

A. Coordinate Work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.

B. Designated areas, rooms and spaces and finishes shall be complete in all respects, including operational mechanical and electrical systems.

C. Remove, cut and patch Work in a manner to minimize damage and to provide means to minimize products and finishes to specified condition.

D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent new finishes.

E. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, air conditioning, and electrical systems to full operational condition.

F. Install products as specified in individual sections.

3.04 TRANSITIONS

A. Where new Work abuts or aligns with existing make a smooth and even transition. Patched Work shall match existing adjacent Work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to the Architect for completion.

3.05 ADJUSTMENTS

Fit Work at penetrations of surfaces as specified in Section 01045.

3.06 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored or showing other imperfections.

B. Repair substrate prior to patching finish.

3.07 FINISHES

A. Finish surfaces as specified in individual Sections.

B. Finish patches to produce uniform texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersection or natural termination point.

3.08 CLEANING

In addition to cleaning specified in Section 01500, clean Owner-occupied areas of Work as required.

END OF SECTION 011200

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 012500 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Section:

1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

### 1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

### 1.3 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

# PART 2 - PRODUCTS

## 2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Requested substitution will not adversely affect Contractor's construction schedule.
   c. Requested substitution has received necessary approvals of authorities having jurisdiction.
   d. Requested substitution is compatible with other portions of the Work.
   e. Requested substitution has been coordinated with other portions of the Work.
   f. Requested substitution provides specified warranty.
   g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Requested substitution will not adversely affect Contractor's construction schedule.
   e. Requested substitution has received necessary approvals of authorities having jurisdiction.
   f. Requested substitution is compatible with other portions of the Work.
   g. Requested substitution has been coordinated with other portions of the Work.
   h. Requested substitution provides specified warranty.
   i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

HURRICANE HARVEY REPAIRS FOR
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# SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. See Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.

C. See Division 01 Section "Unit Prices" for administrative requirements for using unit prices.

### 1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

### 1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

## 1.4 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 7 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has

changed from what could have been foreseen from information in the Contract Documents.

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 012900 - PAYMENT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

### 1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule and Contractor's Construction Schedule.
2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

    a. Project name and location.
    b. Name of Architect.
    c. Architect's project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

    1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Progress payments shall be submitted to Architect by the 23rd of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

    1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
    2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittals Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

SECTION 013000 - SUBMITTALS

## PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

A. Procedures
B. Construction Progress Schedule
C. Shop Drawings
D. Product Data
E. Samples
F. Manufacturer's Instructions
G. Manufacturer's Certificates
H. Schedule of Required Submittals
I. Request for Substitution Form

### 1.02 RELATED REQUIREMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections and all Drawings apply to Work specified in this Section.

### 1.03 PROCEDURES - BEFORE PROPOSAL OPENING

No substitute systems or materials will be considered prior to proposal opening.

### 1.04 PROCEDURES - AFTER PROPOSAL OPENING

A. Deliver submittals to: The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

B. All submittals required for the project shall be submitted at the same time.

C. Transmit each item under form acceptable to the Architect in this document. Identify Project, Contractor, Subcontractor and major suppliers. Identify pertinent drawing sheet and detail number, and specification section number as appropriate. Identify any and all deviations from Contract Documents. Provide 3-inch x 5-inch space each for Contractor and Architect review stamps. Provide certification stamp on all submittal sets.

D. Submit Submittal Schedule at the same time as all other submittals.

E. All submittals including shop drawings, product data and samples for this project will be submitted at the same time to the Architect and within ten (10) days after receipt of the Notice to Proceed.

F. After Architect's review of submittal, revise and re-submit as required, identifying changes made since previous submittal.

G. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to

promptly report any inability to comply with provisions.

H. Bind sets of submittals in labeled three-ring binders identified on the outside with the project title, date, Contractor's, Architect's and Owner's names, and including a table of contents corresponding to the Specification format, with all contents correlated.

1.05 CONSTRUCTION PROGRESS SCHEDULES

A. Submit horizontal bar chart with separate bar for each major trade or operation, identifying first Workday of each week.

B. Show submittal dates required for Shop Drawings product data and samples and product delivery dates including those, if any, identified to be furnished by the Owner.

1.06 SHOP DRAWINGS

A. Submit a minimum of four (4) sets, and a maximum of seven (7) sets of all shop drawings on opaque reproductions.

B. Present in a clear and thorough manner. Title each Drawing with Project Name and the same information indicated for 1.04.H above. Identify each element of Drawings by reference to sheet number and detail of the Contract Documents.

C. Identify field dimensions. Show relation to adjacent or critical features or Work or products.

1.07 PRODUCT DATA

A. Submit a minimum of four (4) sets, and a maximum of seven (7) sets of all product data.

B. Submit only pages that are pertinent. Mark each copy of standard printed data with yellow hi-liter to identify pertinent products, reference to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

C. Modify manufacturer standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete or cross-out information not applicable.

D. Any deviation from the Contract Documents must be clearly identified when submitted. Any items not identified will be deemed to be the items exactly as specified in the Contract Documents.

1.08 MANUFACTURER'S INSTRUCTIONS

When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for product data.

1.09 SAMPLES

A. Submit full range of manufacturer's standard colors, textures, and patterns for Owner's selection. Submit a minimum of four (4) sets, and a maximum of seven (7) sets of all samples unless otherwise indicated by these Specifications.

B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing Work.

C. Include identification on each sample, giving full information.

D. Submit the number specified in respective Specification Section: Two (2) will be retained by the Architect. Reviewed samples that may be used in the Work are indicated in the Specification Section.

1.10 FIELD SAMPLES

Provide field samples of finishes at the project site as required by individual Specification Sections. Install sample complete and finished. Acceptable samples in place may be retained in completed Work.

1.11 CONTRACTOR REVIEW

A. Review submittals prior to transmittal. Determine and verify field measurements, field construction criteria, manufacturer's catalog numbers and conformance of submittal with requirements of Contract Documents.

B. Coordinate submittals with requirements of Work and of Contract Documents.

C. Apply Contractor's stamp on each section of Shop Drawings and Product Data, and each sample label to certify compliance with requirements of Contract Documents. Notify Architect in writing at time of submittal, of any deviations from requirements of Contract Documents.

D. The Contractor is encouraged not to fabricate products or begin Work which requires submittals until return of reviewed submittal with Architect's review stamp. Fabrication of items and beginning of Work when submittals have not been reviewed will be at the Contractor's risk.

1.12 SUBMITTAL REQUIREMENTS

A. Transmit submittals in such sequence to avoid delay in the Work or Work of other contracts.

B. Coordinate submittals into logical groupings to facilitate interrelation of the several items.

C. Submit under Architect approved transmittal letter. Identify Project by title and number. Identify Work and product by Specification Section and Article Number.

1.13 RE-SUBMITTAL REQUIREMENTS

A. Make re-submittals under procedures specified for initial submittals. Identify changes made since previous submittal.

B. Re-submittals beyond the initial and a second will be reviewed by the Architect and/or his consultants at the Contractor's expense.

1.14 ARCHITECT AND OWNER REVIEW

A. The Architect and Owner and/or other authorized representative will review all submittals. Submittals will be returned to the Contractor with the Architect's review stamp affixed, and/or with the indication of any changes, which may need to be made, shown thereon, or with disapproval.

B. The Architect's review of any such Submittal shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, nor shall it relieve him from responsibility for errors of any sort in the Submittal, nor shall it in any way diminish the Contractor's obligation to conduct the Work in accordance with the Contract Documents.

C. Approval of samples shall be for design and appearance only, and such approval shall not relieve Contractor from any obligation as provided in the Contract Documents.

**REQUEST FOR SUBSTITUTION**
(Attach Additional Sheets As Necessary)

**From:** _____
_____
**To:** _____
_____

**Date of Request:** _____
**Project:** Project Name
**Location:** Project Location
Architect's Project No.: 09015

**References:** Specification Section: _____ Part: _____ Paragraph: _____ Subparagraph: _____
Specified Product Name: _____ Model No.: _____
Drawing Sheet(s): _____ De tail(s): _____

**Description of Proposed Substitution:**
Substitute Product Name: _____ Model No.: _____
Manufacturer: _____ Address: _____ Phone: _____
Installer: _____ Address: _____ Phone: _____
Reason for not providing specified item: _____
_____
Differences between proposed substitution and specified product: _____
_____
_____
Point-by-point comparative data attached (Required for analysis and review by Architect)

**Substitution Product History:** New Product 2 to 5 Years Old 5 to 10 Years Old More than 10 Years Old
Similar Installations of Proposed Product:
Project: _____ Architect: _____ Phone: _____
Project Address: _____ Owner: _____ Phone: _____
_____ Date Product Installed: _____

**Effect of Proposed Substitution:**
Acceptance of proposed substitute will require the following change in Contract Sum and Contract Time:
No Change in Contract Sum No Change in Contract Time
Increase Contract Sum By $ _____ Increase Contract Time By _____ Calendar Days
Decrease Contract Sum By $ _____ Decrease Contract Time By _____ Calendar Days.
Effect of proposed request for substitution on (Attach additional sheets if necessary):
a. Change in Construction Progress Schedule: No Effect _____
_____
b. Changes required in details and construction of related work: No Change Yes, Explain: _____
_____
c. Change in warranty requirements: No Change _____

**Representations by Contractor:** (1) Substitute item is equivalent or superior to that specified in quality and durability, design, appearance, function, finish, performance, is of size and weight that will permit installation in spaces provided, and that will allow adequate service access; (2) Substitute item is compatible with other portions of the Work; (3) Substitute item has been coordinated with other portions of the Work; (4) Substitute item has received necessary approvals from authorities having jurisdiction; (5) Substitute item is consistent with the Contract Documents and will produce the intended results; (6) Substitute item provides specified warranty; and (7) If requested substitution involves more than one contractor, or subcontractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors, or subcontractors involved.

_____
**(Signature) (Typed or Printed Name and Title) (Date)**

**END OF SECTION 013000**

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Project meetings.
3. Requests for Interpretation (RFIs).

B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

### 1.2 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

### 1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

## 1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit six opaque copies of each submittal. Architect will return four copies.
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

## 1.5 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. LEED requirements.
    l. Preparation of Record Documents.
    m. Use of the premises.
    n. Work restrictions.
    o. Owner's occupancy requirements.
    p. Responsibility for temporary facilities and controls.
    q. Construction waste management and recycling.
    r. Parking availability.
    s. Office, work, and storage areas.
    t. Equipment deliveries and priorities.
    u. First aid.
    v. Security.
    w. Progress cleaning.
    x. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. The Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Review of mockups.
    i. Possible conflicts.
    j. Compatibility problems.
    k. Time schedules.
    l. Weather limitations.
    m. Manufacturer's written recommendations.
    n. Warranty requirements.
    o. Compatibility of materials.
    p. Acceptability of substrates.
    q. Temporary facilities and controls.
    r. Space and access limitations.
    s. Regulations of authorities having jurisdiction.
    t. Testing and inspecting requirements.
    u. Installation procedures.
    v. Coordination with other work.
    w. Required performance results.
    x. Protection of adjacent work.
    y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at monthly intervals in conjunction with the review of the month's payment request. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Work hours.
        10) Hazards and risks.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Status of correction of deficient items.
        14) Field observations.
        15) RFIs.
        16) Status of proposal requests.
        17) Pending changes.
        18) Status of Change Orders.
        19) Pending claims and disputes.
        20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

    a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Architect.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

C. Hard-Copy RFIs:

1. Identify each page of attachments with the RFI number and sequential page number.

D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for coordination information already indicated in the Contract Documents.
d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Architect's actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Daily construction reports.
4. Field condition reports.

B. See Division 01 Section "Payment Procedures" for submitting the Schedule of Values.

### 1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

F. Major Area: A story of construction, a separate building, or a similar significant construction element.

1.3 SUBMITTALS

A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

B. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

C. Daily Construction Reports: Submit three copies at monthly intervals.

D. Field Condition Reports: Submit three copies at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than seven days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

5. Work Stages: Indicate important stages of construction for each major portion of the Work.

6. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

HURRICANE HARVEY REPAIRS FOR
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# SECTION 013300 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. See Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.

C. See Division 01 Section "Quality Requirements" for submitting test and inspection reports.

D. See Division 01 Section "Closeout Procedures" for submitting warranties.

E. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

F. See Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

G. See Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.

### 1.2 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect's responsive action.

B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

### 1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Other necessary identification.

E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use AIA Document G810 or approved Contractor Transmittal Form.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked approved on Architect's Submittal review form attached at the end of this section.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating approval taken by Architect.

## 1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. Approval by the Architect and Owner.

# PART 2 - PRODUCTS

## 2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:

   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Manufacturer's catalog cuts.
   e. Wiring diagrams showing factory-installed wiring.
   f. Printed performance curves.
   g. Operational range diagrams.
   h. Compliance with specified referenced standards.
   i. Testing by recognized testing agency.

4. Number of Copies: Submit seven copies of Product Data, unless otherwise indicated. Architect will return five copies. Mark up and retain two returned copies as Project Record Documents.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Notation of coordination requirements.
   j. Notation of dimensions established by field measurement.
   k. Relationship to adjoining construction clearly indicated.
   l. Seal and signature of professional engineer if specified.
   m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit six opaque (bond) copies of each submittal. Architect will return one copy.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.

    1. Number of Copies: Submit seven copies of product schedule or list, unless otherwise indicated. Architect will return five copies.

F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Statement on condition of substrates and their acceptability for installation of product.
2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

## 2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

# PART 3 - EXECUTION

## 3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. See sample of Architect's Shop Drawing Review Sheet at the end of this section.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

Submittals not required by the Contract Documents may not be reviewed and may be discarded.

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

## SHOP DRAWING REVIEW

Project Name: XX

Project Number: XX

Submittal For: **XX**

| | | | | | |
|---|---|---|---|---|---|
| | No Exception | | Exceptions Noted | | Rejected |
| | Revise & Resubmit | | Submit Specified Item | | |

**NOTE:**
Our checking is only to determine general conformance with the design concept of the project and general compliance with the Contract Documents. The Contractor is solely responsible for confirming and correlating dimensions at the job site; for information which pertains to fabrication processes or construction techniques, and for coordinating the work of all trades. Our checking of shop drawings and submittals shall not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents nor for errors or emissions in the shop drawings and submittals.

By: Dohn H. LaBiche, FAIA Date:

Remarks:

END OF SECTION 013300

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. See Divisions 02 through 49 Sections for specific test and inspection requirements.

### 1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## 1.3 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.5 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those

operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

J. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 49.

## 1.6 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which situations tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.7 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

## 1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

| | |
|---|---|
| AA | Aluminum Association, Inc. (The) |
| AAADM | American Association of Automatic Door Manufacturers |
| AABC | Associated Air Balance Council |
| AAMA | American Architectural Manufacturers Association |
| AASHTO | American Association of State Highway and Transportation Officials |
| AATCC | American Association of Textile Chemists and Colorists (The) |
| ABAA | Air Barrier Association of America |
| ABMA | American Bearing Manufacturers Association |
| ACI | ACI International (American Concrete Institute) |
| ACPA | American Concrete Pipe Association |
| AEIC | Association of Edison Illuminating Companies, Inc. (The) |
| AF&PA | American Forest & Paper Association |
| AGA | American Gas Association |
| AGC | Associated General Contractors of America (The) |
| AHA | American Hardboard Association (Now part of CPA) |
| AHAM | Association of Home Appliance Manufacturers |

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|---|---|
| AI | Asphalt Institute |
| AIA | American Institute of Architects (The) |
| AISC | American Institute of Steel Construction |
| AISI | American Iron and Steel Institute |
| AITC | American Institute of Timber Construction |
| ALCA | Associated Landscape Contractors of America<br>(Now PLANET - Professional Landcare Network) |
| ALSC | American Lumber Standard Committee, Incorporated |
| AMCA | Air Movement and Control Association International, Inc. |
| ANSI | American National Standards Institute |
| AOSA | Association of Official Seed Analysts, Inc. |
| APA | Architectural Precast Association |
| APA | APA - The Engineered Wood Association |
| APA EWS | APA - The Engineered Wood Association; Engineered Wood Systems |
| API | American Petroleum Institute |
| ARI | Air-Conditioning & Refrigeration Institute |
| ARMA | Asphalt Roofing Manufacturers Association |
| ASCE | American Society of Civil Engineers |
| ASCE/SEI | American Society of Civil Engineers/Structural Engineering Institute<br>(See ASCE) |
| ASHRAE | American Society of Heating, Refrigerating and Air-Conditioning Engineers |
| ASME | ASME International<br>(The American Society of Mechanical Engineers International) |
| ASSE | American Society of Sanitary Engineering |
| ASTM | ASTM International<br>(American Society for Testing and Materials International) |
| AWCI | AWCI International<br>(Association of the Wall and Ceiling Industry International) |

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| AWCMA | American Window Covering Manufacturers Association (Now WCSC) |
| AWI | Architectural Woodwork Institute |
| AWPA | American Wood-Preservers' Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| BHMA | Builders Hardware Manufacturers Association |
| BIA | Brick Industry Association (The) |
| BICSI | BICSI |
| BIFMA | BIFMA International (Business and Institutional Furniture Manufacturer's Association International) |
| BISSC | Baking Industry Sanitation Standards Committee |
| CCC | Carpet Cushion Council |
| CDA | Copper Development Association |
| CEA | Canadian Electricity Association |
| CFFA | Chemical Fabrics & Film Association, Inc. |
| CGA | Compressed Gas Association |
| CIMA | Cellulose Insulation Manufacturers Association |
| CISCA | Ceilings & Interior Systems Construction Association |
| CISPI | Cast Iron Soil Pipe Institute |
| CLFMI | Chain Link Fence Manufacturers Institute |
| CRRC | Cool Roof Rating Council |
| CPA | Composite Panel Association |
| CPPA | Corrugated Polyethylene Pipe Association |
| CRI | Carpet & Rug Institute (The) |
| CRSI | Concrete Reinforcing Steel Institute |

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| CSA | Canadian Standards Association |
| CSA | CSA International<br>(Formerly: IAS - International Approval Services) |
| CSI | Cast Stone Institute |
| CSI | Construction Specifications Institute (The) |
| CSSB | Cedar Shake & Shingle Bureau |
| CTI | Cooling Technology Institute<br>(Formerly: Cooling Tower Institute) |
| DHI | Door and Hardware Institute |
| EIA | Electronic Industries Alliance |
| EIMA | EIFS Industry Members Association |
| EJCDC | Engineers Joint Contract Documents Committee |
| EJMA | Expansion Joint Manufacturers Association, Inc. |
| ESD | ESD Association |
| FIBA | Federation Internationale de Basketball<br>(The International Basketball Federation) |
| FIVB | Federation Internationale de Volleyball<br>(The International Volleyball Federation) |
| FM Approvals | FM Approvals |
| FM Global | FM Global<br>(Formerly: FMG - FM Global) |
| FMRC | Factory Mutual Research<br>(Now FM Global) |
| FRSA | Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. |
| FSA | Fluid Sealing Association |
| FSC | Forest Stewardship Council |
| GA | Gypsum Association |
| GANA | Glass Association of North America |
| GRI | (Now GSI) |

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| GS | Green Seal |
| GSI | Geosynthetic Institute |
| HI | Hydraulic Institute |
| HI | Hydronics Institute |
| HMMA | Hollow Metal Manufacturers Association<br>(Part of NAAMM) |
| HPVA | Hardwood Plywood & Veneer Association |
| HPW | H. P. White Laboratory, Inc. |
| IAS | International Approval Services<br>(Now CSA International) |
| IBF | International Badminton Federation |
| ICEA | Insulated Cable Engineers Association, Inc. |
| ICRI | International Concrete Repair Institute, Inc. |
| IEC | International Electrotechnical Commission |
| IEEE | Institute of Electrical and Electronics Engineers, Inc. (The) |
| IESNA | Illuminating Engineering Society of North America |
| IEST | Institute of Environmental Sciences and Technology |
| IGCC | Insulating Glass Certification Council |
| IGMA | Insulating Glass Manufacturers Alliance |
| ILI | Indiana Limestone Institute of America, Inc. |
| ISO | International Organization for Standardization |
| ISSFA | International Solid Surface Fabricators Association |
| ITS | Intertek Testing Service NA |
| ITU | International Telecommunication Union |
| KCMA | Kitchen Cabinet Manufacturers Association |
| LMA | Laminating Materials Association<br>(Now part of CPA) |

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| LPI | Lightning Protection Institute |
| MBMA | Metal Building Manufacturers Association |
| MFMA | Maple Flooring Manufacturers Association, Inc. |
| MFMA | Metal Framing Manufacturers Association, Inc. |
| MH | Material Handling<br>(Now MHIA) |
| MHIA | Material Handling Industry of America |
| MIA | Marble Institute of America |
| MPI | Master Painters Institute |
| MSS | Manufacturers Standardization Society of The Valve and Fittings Industry Inc. |
| NAAMM | National Association of Architectural Metal Manufacturers |
| NACE | NACE International<br>(National Association of Corrosion Engineers International) |
| NADCA | National Air Duct Cleaners Association |
| NAGWS | National Association for Girls and Women in Sport |
| NAIMA | North American Insulation Manufacturers Association |
| NBGQA | National Building Granite Quarries Association, Inc. |
| NCAA | National Collegiate Athletic Association (The) |
| NCMA | National Concrete Masonry Association |
| NCPI | National Clay Pipe Institute |
| NCTA | National Cable & Telecommunications Association |
| NEBB | National Environmental Balancing Bureau |
| NECA | National Electrical Contractors Association |
| NeLMA | Northeastern Lumber Manufacturers' Association |
| NEMA | National Electrical Manufacturers Association |
| NETA | InterNational Electrical Testing Association |

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| NFHS | National Federation of State High School Associations |
| NFPA | NFPA<br>(National Fire Protection Association) |
| NFRC | National Fenestration Rating Council |
| NGA | National Glass Association |
| NHLA | National Hardwood Lumber Association |
| NLGA | National Lumber Grades Authority |
| NOFMA | NOFMA: The Wood Flooring Manufacturers Association<br>(Formerly: National Oak Flooring Manufacturers Association) |
| NRCA | National Roofing Contractors Association |
| NRMCA | National Ready Mixed Concrete Association |
| NSF | NSF International<br>(National Sanitation Foundation International) |
| NSSGA | National Stone, Sand & Gravel Association |
| NTMA | National Terrazzo & Mosaic Association, Inc. (The) |
| NTRMA | National Tile Roofing Manufacturers Association<br>(Now TRI) |
| NWWDA | National Wood Window and Door Association<br>(Now WDMA) |
| OPL | Omega Point Laboratories, Inc.<br>(Now ITS) |
| PCI | Precast/Prestressed Concrete Institute |
| PDCA | Painting & Decorating Contractors of America |
| PDI | Plumbing & Drainage Institute |
| PGI | PVC Geomembrane Institute |
| PLANET | Professional Landcare Network<br>(Formerly: ACLA - Associated Landscape Contractors of America) |
| PTI | Post-Tensioning Institute |
| RCSC | Research Council on Structural Connections |

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|---|---|
| RFCI | Resilient Floor Covering Institute |
| RIS | Redwood Inspection Service |
| SAE | SAE International |
| SDI | Steel Deck Institute |
| SDI | Steel Door Institute |
| SEFA | Scientific Equipment and Furniture Association |
| SEI/ASCE | Structural Engineering Institute/American Society of Civil Engineers (See ASCE) |
| SGCC | Safety Glazing Certification Council |
| SIA | Security Industry Association |
| SIGMA | Sealed Insulating Glass Manufacturers Association (Now IGMA) |
| SJI | Steel Joist Institute |
| SMA | Screen Manufacturers Association |
| SMACNA | Sheet Metal and Air Conditioning Contractors' National Association |
| SMPTE | Society of Motion Picture and Television Engineers |
| SPFA | Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) |
| SPIB | Southern Pine Inspection Bureau (The) |
| SPRI | Single Ply Roofing Industry |
| SSINA | Specialty Steel Industry of North America |
| SSPC | SSPC: The Society for Protective Coatings |
| STI | Steel Tank Institute |
| SWI | Steel Window Institute |
| SWRI | Sealant, Waterproofing, & Restoration Institute |
| TCA | Tile Council of America, Inc. |

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|---|---|
| TIA/EIA | Telecommunications Industry Association/Electronic Industries Alliance |
| TMS | The Masonry Society |
| TPI | Truss Plate Institute, Inc. |
| TPI | Turfgrass Producers International |
| TRI | Tile Roofing Institute |
| UL | Underwriters Laboratories Inc. |
| UNI | Uni-Bell PVC Pipe Association |
| USAV | USA Volleyball |
| USGBC | U.S. Green Building Council |
| USITT | United States Institute for Theatre Technology, Inc. |
| WASTEC | Waste Equipment Technology Association |
| WCLIB | West Coast Lumber Inspection Bureau |
| WCMA | Window Covering Manufacturers Association (Now WCSC) |
| WCSC | Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) |
| WDMA | Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) |
| WI | Woodwork Institute (Formerly: WIC - Woodwork Institute of California) |
| WIC | Woodwork Institute of California (Now WI) |
| WMMPA | Wood Moulding & Millwork Producers Association |
| WSRCA | Western States Roofing Contractors Association |
| WWPA | Western Wood Products Association |

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

| | |
|---|---|
| BOCA | BOCA International, Inc. (See ICC) |

| | |
|---|---|
| IAPMO | International Association of Plumbing and Mechanical Officials |
| ICBO | International Conference of Building Officials (See ICC) |
| ICBO ES | ICBO Evaluation Service, Inc. (See ICC-ES) |
| ICC | International Code Council |
| ICC-ES | ICC Evaluation Service, Inc. |
| SBCCI | Southern Building Code Congress International, Inc. (See ICC) |
| UBC | Uniform Building Code (See ICC) |

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

| | |
|---|---|
| CE | Army Corps of Engineers |
| CPSC | Consumer Product Safety Commission |
| DOC | Department of Commerce |
| DOD | Department of Defense |
| DOE | Department of Energy |
| EPA | Environmental Protection Agency |
| FAA | Federal Aviation Administration |
| FCC | Federal Communications Commission |
| FDA | Food and Drug Administration |
| GSA | General Services Administration |
| HUD | Department of Housing and Urban Development |
| LBL | Lawrence Berkeley National Laboratory |
| NCHRP | National Cooperative Highway Research Program (See TRB) |

| | |
|---|---|
| NIST | National Institute of Standards and Technology |
| OSHA | Occupational Safety & Health Administration |
| PBS | Public Building Service<br>(See GSA) |
| PHS | Office of Public Health and Science |
| RUS | Rural Utilities Service<br>(See USDA) |
| SD | State Department |
| TRB | Transportation Research Board |
| USDA | Department of Agriculture |
| USPS | Postal Service |

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

| | |
|---|---|
| ADAAG | Americans with Disabilities Act (ADA)<br>Architectural Barriers Act (ABA) |
| CFR | Code of Federal Regulations |
| DOD | Department of Defense Military Specifications and Standards |
| DSCC | Defense Supply Center Columbus<br>(See FS) |
| FED-STD | Federal Standard<br>(See FS) |
| FS | Federal Specification |
| FTMS | Federal Test Method Standard<br>(See FS) |
| MIL | (See MILSPEC) |
| MIL-STD | (See MILSPEC) |
| MILSPEC | Military Specification and Standards |
| UFAS | Uniform Federal Accessibility Standards |

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

CBHF State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation

CCR California Code of Regulations

CPUC California Public Utilities Commission

TFS Texas Forest Service
Forest Resource Development

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 016000 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.

C. See Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

### 1.2 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: type written letter on company stationary.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified material or product cannot be provided.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Acceptance: Change Order.

b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

## 1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

## 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

## 1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

# PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

A. Timing: Architect will consider requests for substitution if received within 7days of the Bid date. Requests received after that time may be considered or rejected at discretion of Architect. In no case will substitutions submitted more than 30 days after the Notice to Proceed be reviewed.

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 017300 - EXECUTION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

### 1.2 SUBMITTALS

A. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

### 1.3 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work,

investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

## 3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

## 3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.6 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

## 3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 017700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. See Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

C. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

D. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

E. See Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

F. See Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

### 1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

## 1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

# PART 2 - PRODUCTS

## 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
n. Replace parts subject to unusual operating conditions.
o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
r. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 017823 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Emergency manuals.
2. Operation manuals for systems, subsystems, and equipment.
3. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. See Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

### 1.2 SUBMITTALS

A. Manual: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

## PART 2 - PRODUCTS

### 2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, flood, water leak, power failure, water outage, equipment failure and chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

## 2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.4 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.

4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## 2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures:

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

HURRICANE HARVEY REPAIRS FOR
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# SECTION 017839 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

### 1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit two set(s) of marked-up Record Prints.
2. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal: Submit one set of corrected Record Transparencies and two set(s) of marked-up Record Prints. Architect will initial and date each transparency and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return transparencies and prints for organizing into sets, printing, binding, and final submittal.

b. Final Submittal: Submit two set(s) of marked-up Record Prints, and the following:

1) Record Transparencies: One (1) set.
2) Copies printed from Record Transparencies: Two (2). Print each Drawing, whether or not changes and additional information were recorded.
3) Scanned PDF document record set.

B. Record Specifications: Submit:
1. Two copies of Project's Specifications, including addenda and contract modifications.
2. Scanned PDF document record set.

C. Record Product Data: Submit two copies of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Architect for resolution.
3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.
4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.

3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

## 2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

HURRICANE HARVEY REPAIRS FOR
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# SECTION 061000 - ROUGH CARPENTRY

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with engineered wood products.
3. Wood blocking, cants, and nailers.
4. Wood furring and grounds.
5. Wood sleepers.
6. Plywood backing panels.

### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

### 1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Engineered wood products.
4. Power-driven fasteners.
5. Powder-actuated fasteners.
6. Expansion anchors.
7. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

C. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.

C. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.

D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

E. Application: Treat items indicated on Drawings, and the following:
1. Plywood backing panels.

## 2.4 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade.

1. Application: Interior partitions not indicated as load-bearing.
2. Species:

a. Mixed southern pine; SPIB.

B. Framing Other Than Non-Load-Bearing Interior Partitions: No. 2 grade.

1. Application: Framing other than interior partitions not indicated as load-bearing.
2. Species:

a. Southern pine; SPIB.

2.5 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Rooftop equipment bases and support curbs.
4. Cants.
5. Furring.
6. Grounds.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.

C. For concealed boards, provide lumber with 15 percent maximum moisture content and the following species and grades:

1. Mixed southern pine; No. 2 grade; SPIB.

2.6 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, AC in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

1. Plywood shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.7 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Power-Driven Fasteners: NES NER-272.

C. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

## 2.8 METAL FRAMING ANCHORS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Cleveland Steel Specialty Co.
2. KC Metals Products, Inc.
3. Phoenix Metal Products, Inc.
4. Simpson Strong-Tie Co., Inc.
5. USP Structural Connectors.

B. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.

1. Use for interior locations unless otherwise indicated.

D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.

1. Use for wood-preservative-treated lumber and where indicated.

## 2.9 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.

B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spun-bonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

# PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

D. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.

E. Shear Wall Panels: Install shear wall panels to comply with manufacturer's written instructions.

F. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

G. Do not splice structural members between supports unless otherwise indicated.

H. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

I. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

J. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

## 3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 079200 - JOINT SEALANTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.
4. Acoustical joint sealants.

### 1.2 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers four samples of materials that will contact or affect joint sealants. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

### 1.3 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: For each kind and color of joint sealant required.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

D. Product test reports.

E. Preconstruction compatibility and adhesion test reports.

F. Preconstruction field-adhesion test reports.

G. Field-adhesion test reports.

H. Warranties.

1.4 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Minimum Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

D. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

## 2.2 SILICONE JOINT SEALANTS

A. Mildew-Resistant Silicone Joint Sealant: ASTM C 920.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. BASF Building Systems.
   b. Dow Corning Corporation.
   c. GE Advanced Materials - Silicones.
   d. May National Associates, Inc.
   e. Pecora Corporation.
   f. Polymeric Systems, Inc.
   g. Schnee-Morehead, Inc.
   h. Sika Corporation; Construction Products Division.
   i. Tremco Incorporated.

2. Type: Single component (S).
3. Grade: Nonsag (NS).
4. Class: 100/50.
5. Uses Related to Exposure: Nontraffic (NT).

## 2.3 URETHANE JOINT SEALANTS

A. Urethane Joint Sealant: ASTM C 920.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. BASF Building Systems.
   b. Bostik, Inc.
   c. Lymtal, International, Inc.
   d. May National Associates, Inc.
   e. Pacific Polymers International, Inc.
   f. Pecora Corporation.
   g. Polymeric Systems, Inc.
   h. Schnee-Morehead, Inc.
   i. Sika Corporation; Construction Products Division.
   j. Tremco Incorporated.

2. Type: Single component (S) or multicomponent (M).
3. Grade: Pourable (P) or nonsag (NS).
4. Class: 100/50.
5. Uses Related to Exposure: Traffic (T).

## 2.4 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. BASF Building Systems.
    b. Bostik, Inc.
    c. May National Associates, Inc.
    d. Pecora Corporation.
    e. Schnee-Morehead, Inc.
    f. Tremco Incorporated.

## 2.5 ACOUSTICAL JOINT SEALANTS

A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Pecora Corporation.
    b. USG Corporation.

## 2.6 JOINT SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

## 2.7 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

## 3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Remove laitance and form-release agents from concrete.
2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

## 3.2 INSTALLATION

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

F. Acoustical Sealant Installation: Comply with ASTM C 919 and with manufacturer's written recommendations.

G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

## 3.3 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.

1. Joint Locations:
   a. Isolation and contraction joints in cast-in-place concrete slabs.
   b. Tile control and expansion joints.
   c. Joints between different materials listed above.
2. Joint Sealant: Urethane.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surface.

1. Joint Locations:
   a. Control and expansion joints in unit masonry.
   b. Joints between metal panels.
   c. Joints between different materials listed above.
   d. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
   e. Control and expansion joints in ceilings and other overhead surfaces.
2. Joint Sealant: Urethane.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.

1. Joint Locations:

   a. Isolation joints in cast-in-place concrete slabs.

b. Control and expansion joints in tile flooring.
2. Joint Sealant: Urethane.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Control and expansion joints on exposed interior surfaces of exterior walls.
b. Perimeter joints of exterior openings.
c. Tile control and expansion joints.
d. Vertical joints on exposed surfaces of interior unit masonry, concrete, walls and partitions.
e. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.

2. Joint Sealant: Latex.

3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Sealant Location:

a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Tile control and expansion joints where indicated.

2. Joint Sealant: Silicone.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

F. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Location:

a. Acoustical joints.

2. Joint Sealant: Acoustical.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

END OF SECTION 079200

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

SECTION 084113 - ALUMINUM ENTRANCES AND STOREFRONTS (HURRICANE RESISTANT)

PART 1 – GENERAL

1.01 Summary

A. Section Includes: Kawneer Aluminum Framing Systems, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of framing system units.
   1. Kawneer Aluminum Hurricane Resistant Framing Systems include:

      a. Trifab VG 450 Framing System – 1 3/4" x 4 1/2" nominal dimensions; Insulated Thermal; Front Set Glazed for 1 5/16" insulated glazing; Interior Structural Silicone Glazed; Screw Spline Fabrication.

B. Related Sections:
   1. Division 7, Section 07920 -Joint Sealants for joint sealants installed as part of aluminum entrance and storefront systems
   2. Division 8, Section 08800 – Glazing
   3. Division 8, Section 08711- Finish Hardware – Hardware as specified hardware sets 01 & 03. Manufacturer may substitute hardware tested with their system, substitutions must be approved by Architect. There shall be no substitutions for the decorative pulls and plates.

1.03 System Description

A. Framing System Performance Requirements:

   1. Windloads: Provide framing system; include anchorage, capable of withstanding windload design pressures of 10 lbs./sq. ft. inward and 10 lbs./sq. ft. outward. The design pressures are based on the International Building Code; 2009 Edition.
   2. Air Infiltration: The test specimen shall be tested in accordance with DCBCCO Protocol PA 202 and ASTM E 283. Air infiltration rate shall not exceed 0.06 cfm/ft$^2$ at a static air pressure differential of 6.24 psf.
   3. Water Resistance: The test specimen shall be tested in accordance with DCBCCO Protocol PA 202 and ASTM E 331. There shall be no leakage at a minimum static air pressure differential of 12 psf as defined in AAMA 501.
   4. Uniform Load: A static air design load of 86 psf with steel reinforcing (+60 / -65 psf without steel reinforcing) shall be applied in the positive and negative direction in accordance with DCBCCO Protocol PA 202 and ASTM E 330. There shall be no deflection in excess of l/180 of the span of any framing member. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.4% of their clear spans shall occur.
   5. Impact Resistance: Large Missile, tested in accordance with DCBCCO Protocols PA 201, PA 203, SBCCI SSTD-12 and ASTM E 1886.

1.04 Submittals

A. General: Prepare, review, approve, and submit specified submittals in accordance with "Conditions of the Contract" and Division 1 Submittals Sections. Product data, shop drawings, samples, and similar submittals are defined in "Conditions of the Contract."

B. Quality Assurance/Control Submittals:
   1. Test Reports: Submit certified test reports showing compliance with specified Performance characteristics.

   B. Provide manufacture's produced shop drawings with engineer's stamp certification. This is the discretion of the architect.

1.05 Warranty

A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.

C. Manufacturer's Product Warranty: Submit, for Owner's acceptance, manufacturer's Warranty for storefront system as follows:
   1. Warranty Period: Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warranty shall begin in no event later than six months from date of shipment.

1.06 Quality Assurance

A. Qualifications:
   1. Installer Qualifications: Installer experienced (as determined by contractor) to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to product manufacturer.
   2. Manufacturer Qualifications: Manufacturer capable of providing field service representation during construction, approving acceptable installer and approving application method.

B. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.

1.07 Delivery, Storage, and Handling

A. Ordering: Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

B. Packing, Shipping, Handling and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle framing system material and components to avoid damage. Protect framing system material against damage from elements, construction activities, and other hazards before, during and after framing system installation.

## PART 2 – PRODUCTS

### 2.01 Manufacturers (Acceptable Manufacturers/Products)

A. Acceptable Manufacturers:
   1. a. Kawneer Company, Inc.
      b. Traco Window Products
      c. Special Lite Doors Inc.
      d. EFCO, Inc.

   2. Product(s)/System(s): Kawneer Aluminum Hurricane Resistant Framing System

      a. Trifab VG 450 Framing System – 1 3/4" x 4 1/2" nominal dimensions; Insulated Thermal; Front Set Glazed for 1 5/16" insulated glazing; Interior Structural Silicone Glazed; Screw Spline Fabrication.

      b. Finish/Color: Sandstone.

C. Substitutions:
   1. General: Refer to Division 1 Substitutions for procedures and submission requirements.
      a. Pre-Contract (Bidding Period) Substitutions: Submit written requests ten (10) prior to bid date.
   2. Substitution Documentation:
      a. Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.
      b. Certificates: Submit certificate(s) certifying substitute manufacturer (1) attesting to adherence to specification requirements for framing system performance criteria, and (2) has been engaged in the design, manufacturer and fabrication of aluminum framing systems for a period of not less than ten (10) years.
      c. Test Reports: Submit test reports verifying compliance with each test requirement for framing system required by the project.
      d. Product Sample and Finish: Submit product sample, representative of framing system for the project, with specified finish and color.

### 2.02 Materials

A. Aluminum (Framing System and Components):
   1. Material Standard: Extruded Aluminum, ASTM B 221; 6063-T6 alloy and temper.
   2. Member Wall Thickness: Each framing member shall provide structural strength to meet specified performance requirements.
   3. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of framing system members are nominal and in compliance with AA Aluminum Standards and Data.

B. Doors: Provide Kawneer's Medium style doors series 350 1-3/4"inches thick glazed doors with minimum 0.125-inch-thick, extruded tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deep penetration and fillet welded or that incorporate concealed tie-rods. Provide manufacturer's standard snap-on extruded-aluminum glazing stops and preformed gaskets. All material to meet Impact Resistant Testing.

C. Hardware: Provide heavy-duty hardware units indicated in sizes, number, and type recommended by manufacturer for entrances indicated. Finish exposed parts to match door finish, unless otherwise indicated.
   1. Storefront installer shall provide ALL hardware specified in Section 087100 for doors.
   2. See Section 087100 – Door Hardware for balance of hardware required and Door Schedule on Drawings for hardware sets.. All material to meet Impact Resistant Testing.
   3. Thresholds: Pemko 2005 AT.
   4. Lock Cylinders: 7 pin to match existing, furnished in finished hardware section installed by Locksmith with no less than five(5) years experience.
   5. Flush Bolts – Manufacturer's Standard if required.
   6. Meeting stile seals and door seals – door manufacturer's standard.

2.03 Accessories

A. Fasteners: Shall be 300 Series Stainless Steel.

B. Gaskets: Exterior Glazing gaskets shall be extruded EPDM rubber. Interior Spacer shall be compatible with Silicone Sealant.

C. Perimeter Strap Anchors (Optional): Aluminum 6063-T6 Alloy and Temper.

D. Perimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.

2.04 Related Materials

A. Sealants: Refer to Joint Treatment (Sealants) Section.
   1. Structural silicone sealant to be Dow Corning 983 or 995.

B. Glass:
   1. 1 5/16" insulated laminated infill with .090" PVB interlayer. (tested to +60 / -65 psf Uniform Load)
      a. Color: Clear/Low E.

2.05 Fabrication

A. General:
   1. Fabricate components per manufacturer's installation instructions and with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
   2. Accurately fit and secure joints and corners. Make joints flush, hairline and weatherproof.
   3. Prepare components to receive anchor devices. Fabricate anchors.
   4. Arrange fasteners and attachments to conceal from view.

B. Entrances: Fabricate door framing in profiles indicated. Reinforce as required to support imposed loads. Factory assemble door and frame units and factory install hardware to greatest extent possible. Reinforce door and frame units as required for installing hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.

   1. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.

2.06 Finishes

A. Aluminum Finishes: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying and designating finishes.

1. Finish: As selected by Architect from manufacturer's full line.

2.07 Source Quality Control

A. Source Quality: Provide aluminum framing system specified herein from a single source.
   1. Building Enclosure System: When aluminum framing systems are part of a building enclosure system, including entrances, entrance hardware, windows, curtain wall system and related products, provide building enclosure system products from a single source manufacturer.

PART 3 – EXECUTION

3.01 Examination

A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions. Verify openings are sized to receive framing system and sill plate is level in accordance with manufacturer's acceptable tolerances.
   1. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

3.02 Installation

A. General: Install storefront systems plumb, level, and true to line, without warp or rack of frames with manufacturer's prescribed tolerances and installation instructions. Provide support and anchor in place.
   1. Dissimilar Materials: Provide separation of aluminum materials from sources of corrosion or electrolytic action contact points.
   2. Weathertight Construction: Install sill members and other members in a bed of sealant or with joint filler or gaskets, to provide weathertight construction. Coordinate installation with wall flashings and other components of construction.
      a. Refer to Division 7 Joint Treatments (Sealants) for installation requirements.
B. Related Products Installation Requirements:
   1. Sealants (Perimeter): Refer to Division 7 Joint Treatment (Sealants) Section.
   2. Glass: Refer to Division 8 Glass and Glazing Section.
      a. Reference: ANSI Z97.1, CPSC 16 CFR 1201 and GANA Glazing Manual.

3.03 Field Quality Control

B. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.

3.04 Protection and Cleaning

A. Protection: Protect installed product's finish surfaces from damage during construction. Protect aluminum framing system from damage from grinding and polishing compounds, plaster, lime, acid, cement, or other harmful contaminants.

B. Cleaning: Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

3.05 EXECUTION

A. Installation, General: Comply with manufacturer's written instructions for protecting, handling, and installing entrance and storefront systems. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure nonmovement joints. Seal joints watertight.

B. Metal Protection: Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components to drain water passing joints and condensation and moisture occurring or migrating within the system to the exterior.

D. Set continuous sill members and flashing in a full sealant bed to provide weathertight construction, unless otherwise indicated. Comply with requirements of Division 7 Section "Joint Sealants."

E. Install framing components plumb and true in alignment with established lines and grades without warp or rack of framing members.

F. Install entrances plumb and true in alignment with established lines and grades without warp or rack. Lubricate operating hardware and other moving parts according to hardware manufacturers' written instructions.

1. Install surface-mounted hardware according to manufacturer's written instructions using concealed fasteners to greatest extent possible.

G. Install glazing to comply with requirements of Division 8 Section "Glazing," unless otherwise indicated.

H. Install perimeter sealant to comply with requirements of Division 7 Section "Joint Sealants," unless otherwise indicated.

I. Erection Tolerances: Install entrance and storefront systems to comply with the following maximum tolerances:

1. Variation from Plane: Limit variation from plane or location shown to 1/8 inch in 12 feet; 1/4 inch over total length.

2. Alignment: Where surfaces abut in line, limit offset from true alignment to 1/16 inch where surfaces meet at corners, limit offset from true alignment to 1/32 inch.

3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.

J. Adjust doors and hardware to provide tight fit at contact points and weather stripping, smooth operation, and weather-tight closure.

K. Remove excess sealant and glazing compounds, and dirt from surfaces.

END OF SECTION 084113

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

SECTION 087100 – DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Storefront and entrance door hardware.
2. Cylinders for doors fabricated with locking hardware.

B. Related Divisions:

1. Division 06 – door hardware installation
2. Division 07 – sealant at exterior thresholds
3. Division 08 – storefront and glazed curtainwall systems.

C. Specific Omissions: Hardware for the following is specified or indicated elsewhere.

1. Windows.
2. Cabinets, including open wall shelving and locks.
3. Signs, except where scheduled.
4. Toilet accessories, including grab bars.
5. Installation.
6. Rough hardware.
7. Conduit, junction boxes & wiring.
8. Folding partitions, except cylinders where detailed. Sliding aluminum doors, except cylinders where detailed.
9. Access doors and panels, except cylinders where detailed.
10. Corner Guards.
11. Welded steel gates and supports.

1.2 REFERENCES:

A. Use date of standard in effect as of Bid date.

1. American National Standards Institute – ANSI 156.18 – Materials and Finishes.
   a) ICC/ANSI A117.1 - 1998 – Specifications for making buildings and facilities usable by physically handicapped people.
   b) ANSI A156.18 Materials and Finishes
2. ADA – Americans with Disabilities Act of 1990 BHMA – Builders Hardware Manufacturers Association
3. DHI – Door and Hardware Institute

4. NFPA – National Fire Protection Association
    a) NFPA 80 – Fire Doors and Windows
    b) NFPA 105 – Smoke and Draft Control Door Assemblies
    c) NFPA 252 – Fire Tests of Door Assemblies
5. UL – Underwriters Laboratories
    a) UL10C – Positive Pressure Fire Tests of Door Assemblies.
    b) UL 305 – Panic Hardware
6. WHI – Warnock Hersey Incorporated
7. Local applicable codes
8. SDI – Steel Door Institute
9. WI – Woodwork Institute
10. AWI – Architectural Woodwork Institute
11. NAAMM – National Association of Architectural Metal Manufacturers

B. Abbreviations
1. Manufacturers: see table at 2.1.A of this section
2. Finishes: see 2.7 of this section.

1.3 SUBMITTALS & SUBSTITUTIONS

A. SUBMITTALS: Submit six copies of schedule per Section 013300. Only submittals printed one sided will be accepted and reviewed. Organize vertically formatted schedule into "Hardware Sets" with index of doors and headings, indicating complete designations of every item required for each door or opening. Minimum 10pt font size. Include following information:
1. Type, style, function, size, quantity and finish of hardware items.
2. Use BHMA Finish codes per ANSI A156.18.
3. Name, part number and manufacturer of each item.
4. Fastenings and other pertinent information.
5. Location of hardware set coordinated with floor plans and door schedule.
6. Explanation of abbreviations, symbols, and codes contained in schedule.
7. Mounting locations for hardware.
8. Door and frame sizes, materials and degrees of swing.
9. List of manufacturers used and their nearest representative with address and phone number.
10. Catalog cuts.
11. Point-to-point wiring diagrams.
12. Manufacturer's technical data and installation instructions for electronic hardware.
13. Date of jobsite visit.

B. Bid and submit manufacturer's updated/improved item if scheduled item is discontinued.

C. Deviations: Highlight, encircle or otherwise identify deviations from "Schedule of Finish Hardware" on submittal with notations clearly designating those portions as deviating from this section.

D. If discrepancy between drawings and scheduled material in this section, bid the more expensive of the two choices, note the discrepancy in the submittal and request direction from Architect for resolution.

E. Substitutions per Division 1. Include product data and indicate benefit to the Project. Furnish operating samples on request.

F. Furnish as-built/as-installed schedule with closeout documents, including keying schedule, riser and point-to-point wiring diagrams, manufacturers' installation, adjustment and maintenance information, and supplier's final inspection report.

1.4 QUALITY ASSURANCE:

A. Qualifications:

1. Hardware supplier: direct factory contract supplier who employs a certified architectural hardware consultant (AHC), available at reasonable times during course of work for project hardware consultation to Owner, Architect and Contractor.

a) Responsible for detailing, scheduling and ordering of finish hardware. Detailing implies that the submitted schedule of hardware is correct and complete for the intended function and performance of the openings.

B. Hardware: Free of defects, blemishes and excessive play. Obtain each kind of hardware (latch and locksets, exit devices, hinges and closers) from one manufacturer.

C. Exit Doors: Operable from inside with single motion without the use of a key or special knowledge or effort.

D. Fire-Rated Openings: NFPA 80 compliant. Hardware UL10C Standard 7-2 (positive pressure) compliant for given type/size opening and degree of label. Provide proper latching hardware, non-flaming door closers, approved-bearing hinges, and resilient seals. Coordinate with wood door section for required intumescent seals. Furnish openings complete.

E. Furnish hardware items required to complete the work in accordance with specified performance level and design intent, complying with manufacturers' instructions and code requirements.

F. Pre-Installation Meetings: Initiate and conduct with supplier, installer and related trades, coordinate materials and techniques, and sequence complex hardware items and systems installation. Include manufacturers' representatives of locks, panic hardware and door closers in the meetings. Convene prior to commencement of related work.

1.5 DELIVERY, STORAGE AND HANDLING:

A. Delivery: coordinate delivery to appropriate locations (shop or field).

1. Permanent keys and cores: secured delivery direct to Owner's representative.

B. Acceptance at Site: Items individually packaged in manufacturers' original containers, complete with proper fasteners and related pieces. Clearly mark packages to indicate contents, locations in hardware schedule and door numbers.

C. Storage: Provide securely locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, dust, excessive heat and cold, etc.

1.6 PROJECT CONDITIONS AND COORDINATION:

A. Where exact types of hardware specified are not adaptable to finished shape or size of members requiring hardware, provide suitable types having as nearly as practical the same operation and quality as type specified, subject to Architect's approval.

B. Coordination: Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents. Furnish related trades with the following information:

1. Location of embedded and attached items to concrete.
2. Location of wall-mounted hardware, including wall stops.
3. Location of finish floor materials and floor-mounted hardware.
4. At masonry construction, coordinate with the anchoring and hollow metal supplier prior to frame installation by placing a strip of insulation, wood, or foam, on the back of the hollow metal frame behind the rabbet section for continuous hinges, as well as at rim panic hardware strike locations, silencers, coordinators, and door closer arm locations. When the frame is grouted in place, the backing will allow drilling and tapping without dulling or breaking the installer's bits.
5. Locations for conduit and raceways as needed for electrical, electronic and electro-pneumatic hardware items. Fire/life-safety system interfacing. Point-to-point wiring diagrams plus riser diagrams to related trades.
6. Coordinate: flush top rails of doors at outswinging exteriors, and throughout where adhesive-mounted seals occur.
7. Manufacturers' templates to door and frame fabricators.

C. Check Shop Drawings for doors and entrances to confirm that adequate provisions will be made for proper hardware installation.

D. Environmental considerations: segregate unused recyclable paper and paper product packaging, uninstalled metals, and plastics, and have these sent to a recycling center.

E. Prior to submittal, carefully inspect existing conditions to verify finish hardware required to complete Work, including sizes, quantities, existing hardware scheduled for re-use, and sill condition material. If conflict between the specified/scheduled hardware and existing conditions, submit request for direction from Architect. Include date of jobsite visit in the submittal.

1. Submittals prepared without thorough jobsite visit by qualified hardware expert will be rejected as non-compliant.

1.7 WARRANTY:

A. Part of respective manufacturers' regular terms of sale. Provide manufacturers' written warranties:

| | | |
|---|---|---|
| 1. | Locksets: | Three years |
| 2. | Extra Heavy Duty Cylindrical Lock: | Seven Years |
| 3. | Exit Devices: | Three years mechanical<br>One year electrical |
| 4. | Closers: | Fifteen years 1250 Series<br>Twenty Five years 4050/1450 Series |
| 5. | Hinges: | One year |
| 6. | Other Hardware | Two years |

1.8 COMMISSIONING:

A. Conduct these tests prior to request for certificate of substantial completion:

1. With installer present, test door hardware operation with climate control system and stairwell pressurization system both at rest and while in full operation.
2. With installer, access control contractor and electrical contractor present, test electrical, electronic and electro-pneumatic hardware systems for satisfactory operation.
3. With installer and electrical contractor present, test hardware interfaced with fire/life-safety system for proper operation and release.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. Manufacturers and their abbreviations used in this schedule:

BE Best

2.2 HINGING METHODS:

A. Drawings typically depict doors at 90 degrees, doors will actually swing to maximum allowable. Use wide-throw conventional or continuous hinges as needed up to 8 inches in width to allow door to stand parallel to wall for true 180-degree opening. Advise architect if 8-inch width is insufficient.

B. Conform to manufacturer's published hinge selection standard for door dimensions, weight and frequency, and to hinge selection as scheduled. Where

manufacturer's standard exceeds the scheduled product, furnish the heavier of the two choices, notify Architect of deviation from scheduled hardware.

C. Conventional Hinges: Steel or stainless steel pins and concealed bearings. Hinge open widths minimum, but of sufficient throw to permit maximum door swing.

1. Outswinging exterior doors: non-ferrous with non-removable (NRP) pins and security studs.
2. Non-ferrous material exteriors and at doors subject to corrosive atmospheric conditions.

D. Pivots: high-strength forged bronze or stainless steel, tilt-on precision bearing and bearing pin.

1. Bottom and intermediate pivots: adjustability of minus 0.063 inch, plus 0.125 inch.

## 2.3 OTHER HARDWARE

A. Automatic Flush Bolts: Low operating force design.

B. Overhead Stops: Non-plastic mechanisms and finished metal end caps. Field-changeable hold-open, friction and stop-only functions.

C. Kick Plates: Four beveled edges, .050 inches minimum thickness, height and width as scheduled. Sheet-metal screws of bronze or stainless steel to match other hardware.

D. Door Stops: Provide stops to protect walls, casework or other hardware.

1. Unless otherwise noted in Hardware Sets, provide floor type with appropriate fasteners. Where floor type cannot be used, provide wall type. If neither can be used, provide overhead type.

E. Locate overhead stops for maximum possible opening. Consult with Owner for furniture locations. Minimum: 90deg stop / 95deg deadstop. Note degree of opening in submittal.

F. Seals: Adhesive type at head & jambs. Inelastic, rigid back, not subject to stretching. Self-compensating for warp, thermal bow, door settling, and out-of-plumb. Adhesive warranted for life of installation.

1. Proposed substitutions: submit for approval.

G. Automatic door bottoms: low operating force units. Doors with automatic door bottoms plus head and jamb seals cannot require more than two pounds operating force to open when closer is disconnected.

H. Thresholds: As scheduled and per details. Substitute products: certify that the products equal or exceed specified material's thickness. Proposed substitutions: submit for approval.

1. Saddle thresholds: 0.200 inches minimum thickness.

I. Exteriors: Seal perimeter to exclude water and vermin. Use sealant complying with requirements in Division 7 "Thermal and Moisture Protection". Minimum 0.25 inch diameter fasteners and lead expansion shield anchors, or Red-Head #SFS-1420 (or approved equivalent) Flat Head Sleeve Anchors (SS/FHSL).

J. Fire-rated openings, 3-hour duration: Thresholds, where scheduled, to extend full jamb depth.

K. Acoustic openings: Set units in full bed of Division-7-compliant, leave no air space between threshold and substrate.

L. Plastic plugs with wood or sheet metal screws are not an acceptable substitute for specified fastening methods.

M. Fasteners: Generally, exposed screws to be Phillips or Robertson drive. Pinned TORX drive at high security areas. Flat head sleeve anchors (FHSL) may be slotted drive. Sheet metal and wood screws: full-thread. Sleeve nuts: full length to prevent door compression.

N. Through-bolts: Verify with Architect. Coordinate with wood doors; ensure provision of proper blocking to support wood screws for mounting panic hardware and door closers. Coordinate with metal doors and frames; ensure provision of proper reinforcement to support machine screws for mounting panic hardware and door closers.

1. Exception: surface-mounted overhead stops, holders, and friction stays.

O. Silencers: Interior hollow metal frames, 3 for single doors, 4 for pairs of doors. Leave no unfilled/uncovered pre-punched silencer holes. Intent: door bears against silencers, seals make minimal contact with minimal compression – only enough to effect a seal.

2.4 FINISH:

A. Generally: BHMA 626 Satin Chromium Steel **OR** BHMA 630 Satin Stainless Steel.

1. Areas using BHMA 626: furnish push-plates, pulls and protection plates of BHMA 630, Satin Stainless Steel, unless otherwise scheduled.

B. Door closers: factory powder coated to match other hardware, unless otherwise noted.

C. Finish designators used in appended hardware schedule:

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| ANSI | US | Description | Base Metal |
|---|---|---|---|
| 600 | USP | Primed For Painting | Steel |
| 626 | US26D | Satin Chromium Plated Over Nickel | Brass, Bronze |
| 626AM | US26D | Satin Chromium Plated Over Nickel With Antimicrobial Coating | Brass, Bronze |
| 628 | US28 | Satin Aluminum, Clear Anodized | Aluminum |
| 630 | US32D | Satin Stainless Steel | Stain. Steel 300 Ser |
| 652 | US26D | Satin Chromium Plated Over Nickel | Steel |
| 689 | US28 | Aluminum Painted | Any |
| AL | US28 | Aluminum Mill Finish | Aluminum |
| BLK | | Black | Any |
| BRN | | Dark Brown | Any |
| CL | | Clear Anodized | Aluminum |
| GRY | | Grey | Any |

D. Seal color to be as selected by Architect.

2.5 KEYING REQUIREMENTS:

A. Key System: Best Full Size Interchangeable Core keyway. For estimate use factory GMK charge. Initiate and conduct meeting(s) with Owner and Supplier representatives to determine system requirements and keybow styles. Furnish Owner's written approval of the system; do not order keys or cylinders without written confirmation of actual requirements from the Owner. Owner will receive permanent cores. Owner/Contractor will install permanent cores.

B. Keys

1. New factory registered master key system.

C. Construction keying: furnish temporary keyed-alike cores. Remove at substantial completion and install permanent cores in Owner's presence. Demonstrate that construction key no longer operates.

D. Furnish 10 construction keys.

E. Furnish 2 construction control keys.

F. Key Cylinders: furnish 6-pin solid brass construction.

G. Cylinder cores: furnish keyed at factory of lock manufacturer where permanent records are maintained. Locks and cylinders same manufacturer.

H. Permanent keys: use secured shipment direct from point of origination to Owner.

1. For estimate: 3 keys per change combination, 5 master keys per group, 5 grand-master keys, 3 control keys.

I. For estimate: VKC stamping plus "DO NOT DUPLICATE".

J. Bitting List: use secured shipment direct from point of origination to Owner upon completion.

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PART 3 - EXECUTION

3.1 ACCEPTABLE INSTALLERS:

A. Can read and understand manufacturers' templates, suppliers' hardware schedule and printed installation instructions. Can readily distinguish drywall screws from manufacturers' furnished fasteners. Available to meet with manufacturers' representatives and related trades to discuss installation of hardware.

3.2 PREPARATION:

A. Ensure that walls and frames are square and plumb before hardware installation. Make corrections before commencing hardware installation. Installation denotes acceptance of wall/frame condition.

B. Locate hardware per SDI-100 and applicable building, fire, life-safety, accessibility, and security codes.

1. Notify Architect of code conflicts before ordering material.
2. Locate latching hardware between 34 inches to 44 inches above the finished floor, per California Building Code, Section 1008.1.9.2 and 1133B.2.5.2.
3. Locate panic hardware between 36 inches to 44 inches above the finished floor.
4. Where new hardware is to be installed near existing doors/hardware scheduled to remain, match locations of existing hardware.

C. Overhead stops: before installing, determine proposed locations of furniture items, fixtures, and other items to be protected by the overhead stop's action.

D. Existing frames and doors to be retrofitted with new hardware:

1. Field-verify conditions and dimensions prior to ordering hardware. Fill existing hardware cut outs not being reused by the new hardware. Remove existing hardware not being reused, return to Owner unless directed otherwise.
2. Remove existing floor closers not scheduled for reuse, fill cavities with non-shrinking concrete and finish smooth.
3. Cut and weld existing steel frames currently prepared with 2.25 inch height strikes. Cut an approximate 8 inch section from the strike jamb and weld in a reinforced section to accommodate specified hardware's strike.
4. Patch and weld flush filler pieces into existing door hardware preparations in steel doors and frames, leave surfaces smooth.
5. Glue in solid wood block fillers to fill cut outs in existing wood doors, sand surfaces smooth. Alternatively, use an approved epoxy-based wood filler product, submit product data for approval.

## 3.3 INSTALLATION

A. Install hardware per manufacturer's instructions and recommendations. Do not install surface-mounted items until finishes have been completed on substrate. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate for proper installation and operation. Remove and reinstall or replace work deemed defective by Architect.

1. Gaskets: install jamb-applied gaskets before closers, overhead stops, rim strikes, etc; fasten hardware over and through these seals. Install sweeps across bottoms of doors before astragals, cope sweeps around bottom pivots, trim astragals to tops of sweeps.
2. When hardware is to be attached to existing metal surface and insufficient reinforcement exists, use RivNuts, NutSerts or similar anchoring device for screws.
3. Use manufacturers' fasteners furnished with hardware items, or submit Request for Substitution with Architect.
4. Replace fasteners damaged by power-driven tools.

B. Locate floor stops no more that 4 inches from walls and not within paths of travel. See paragraph 2.2 regarding hinge widths, door should be well clear of point of wall reveal. Point of door contact no closer to the hinge edge than half the door width. Where situation is questionable or difficult, contact Architect for direction.

C. Core concrete for exterior door stop anchors. Set anchors in approved non-shrink grout.

D. Locate overhead stops for minimum 90 degrees at rest and for maximum allowable degree of swing.

E. Install closers inside building, stairs, and rooms as scheduled.

F. Drill pilot holes for fasteners in wood doors and/or frames.

G. Lubricate and adjust existing hardware scheduled to remain. Carefully remove and give to Owner items not scheduled for reuse.

H. Field-verify existing conditions and measurements prior to ordering hardware. Fill existing hardware cut outs not being used by the new hardware.

I. Remove existing hardware not being reused. Tag and bag removed hardware, turn over to Owner.

J. Where existing wall conditions will not allow door to swing using the scheduled hinges, provide wide-throw hinges and if needed, extended arms on closers.

K. Provide manufacturer's recommended brackets to accommodate the mounting of closers on doors with flush transoms.

## 3.4 ADJUSTING

A. Adjust and check for proper operation and function. Replace units, which cannot be adjusted to operate freely and smoothly.

1. Hardware damaged by improper installation or adjustment methods: repair or replace to Owner's satisfaction.

2. Adjust doors to fully latch with no more than 1 pound of pressure.
3. Adjust delayed-action closers on fire-rated doors to fully close from fully-opened position in no more than 10 seconds.
4. Adjust door closers per 1.9 this section.

B. Fire-rated doors:

1. Wood doors: adjust to 0.125 inches clearance at heads, jambs, and meeting stiles.
2. Steel doors: adjust to 0.063 inches minimum to 0.188 inches maximum clearance at heads, jambs, and meeting stiles.
3. Adjust wood and steel doors to 0.75 inches maximum clearance (undercut) above threshold or finish floor material under door.

C. Adjust closers to meet ADA

D. Final inspection: Installer to provide letter to Owner that upon completion installer has visited the Project and has accomplished the following:

1. Has re-adjusted hardware.
2. Has evaluated maintenance procedures and recommend changes or additions, and instructed Owner's personnel.
3. Has identified items that have deteriorated or failed.
4. Has submitted written report identifying problems.

3.5 DEMONSTRATION:

A. Demonstrate mechanical hardware and electrical, electronic and pneumatic hardware systems, including adjustment and maintenance procedures.

3.6 PROTECTION/CLEANING:

A. Cover installed hardware, protect from paint, cleaning agents, weathering, carts/barrows, etc. Remove covering materials and clean hardware just prior to substantial completion.

B. Clean adjacent wall, frame and door surfaces soiled from installation / reinstallation process.

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3.7 SCHEDULE OF FINISH HARDWARE

**Hardware No. 01**

**For use on door #(s):**
**102 & 115**

Each To Have:

| Qty | | Description | Catalog Number | Finish | Mfr |
|---|---|---|---|---|---|
| 2 | EA | MORTISE CYLINDER | 1E74 CD RP3 (less cylinder) | US26D | BEST |
| 2 | EA | PERMANENT CORE | As per owner's standards | US26D | |

BALANCE OF HARDWARE BY DOOR SUPPLIER

END OF SECTION

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SECTION 088000 – GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes glazing for the following products and applications:

1. Glazed entrances.

1.2 PERFORMANCE REQUIREMENTS

A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Glass Design: Glass thicknesses indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites for various size openings in nominal thicknesses indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:

a. Specified Design Wind Loads: UL90.

b. Probability of Breakage for Vertical Glazing: 8 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.

1) Load Duration: 60 seconds or less.

1.3 SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

B. Samples: 12-inch-square, for each type of glass product indicated, other than monolithic clear float glass.

C. Glazing Schedule: Use same designations indicated on Drawings.

D. Sealant compatibility and adhesion test reports.

1.4 QUALITY ASSURANCE

A. Sealant Compatibility and Adhesion Testing: Use sealant manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

B. Safety Glass: Category II materials complying with testing requirements in 16 CFR 1201 and ANSI Z97.1.

C. Glazing Publications: Comply with recommendations of the following, unless more stringent requirements are indicated.

1. GANA Publications: "Glazing Manual."
2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR-A7, "Sloped Glazing Guidelines."
3. SIGMA Publications: SIGMA TM-3000, "Vertical Glazing Guidelines."

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form, made out to Owner and signed by manufacturer, in which manufacturer agrees to furnish replacements for units that deteriorate from normal use by developing defects attributable to the manufacturing process, f.o.b. the nearest shipping point to Project site, within warranty period.

1. Coated Glass:

a. Defects: Peeling, cracking, and other indications of deg radation of metallic coating.
b. Warranty Period: 10 years from date of Substantial Completion.

2. Laminated Glass:

a. Deterioration: Edge separation, delamination that materially obstructs vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
b. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other articles including schedules where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.

## 2.2 GLASS MATERIALS

A. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent glass, flat); Quality q3 (glazing select); class, kind, and condition as indicated in schedules at the end of Part 3

1. Fabrication Process: By vertical (tong-held) or horizontal (roller-hearth) process, at manufacturer's option, except provide horizontal process where indicated as tongless or free of tong marks.

B. Coated Glass, General: Provide coated glass complying with requirements indicated in this Article and in schedules at the end of Part 3.

1. Provide Kind HS (heat-strengthened) coated float glass in place of coated annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in "Performance Requirements" Article. Provide Kind FT (fully tempered) where safety glass is indicated.
2. Provide Kind HS (heat-strengthened) coated float glass, except provide Kind FT (fully tempered) products where coated safety glass is indicated.

## 2.3 GLAZING SEALANTS

A. General: Provide products of type indicated, complying with the following requirements:

1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Colors of Exposed Sealants: As selected.

B. Elastomeric Glazing Sealants: ASTM C 920, Type S (single component), Grade NS (nonsag), Class 25, Use NT (nontraffic), M, G, A, and, as applicable to glazing substrates indicated, O.

1. Glazing Sealant for Fire-Resistive Glazing Products: Sealant used in test assembly to obtain fire-protection rating.
2. Low-Modulus Nonacid-Curing Silicone: With additional movement capability of 100 percent movement in extension and 50 percent movement in compression when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719.

a. Products:
1) Sonneborn, Div of ChemRex, Inc.; NP-1. or as approved by the manufacturer and Architect.

C. Cylindrical Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

## 2.4 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tape: Preformed, butyl-based elastomeric tape with a solids content of 100 percent with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated and complying with ASTM C 1281 and AAMA 800 for products indicated below:

1. AAMA 804.3 tape, where indicated.
2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

B. Expanded Cellular Glazing Tape: Closed-cell, PVC foam tape; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:

1. Type 1, for glazing applications in which tape acts as the primary sealant.
2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

## 2.5 GLAZING GASKETS

A. Compression Gaskets: Molded or extruded gaskets of type and material indicated below and of profile and hardness required to maintain watertight seal and as approved by the manufacturer:

1. Neoprene or EPDM dense compression gaskets complying with ASTM C 846.
2. Silicone dense compression gaskets complying with ASTM C 1115.
3. Neoprene or EPDM or Silicone soft compression gaskets complying with ASTM C 509, Type II, black.

## 2.6 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.

D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

G. Perimeter Insulation for Fire-Resistive Glazing: Identical to product used in test assembly to obtain fire-resistance rating.

## 2.7 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.

# PART 3 - EXECUTION

## 3.1 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

1. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
2. Protect glass edges from damage during handling and installation. Remove glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance from Project site and legally dispose of off Project site.
3. Apply primers to joint surfaces where required for adhesion of sealants, as determined by sealant compatibility and adhesion testing.
4. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
5. Provide spacers for glass lites where the length plus width is larger than 50 inches unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances.

B. Protection:

1. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface.

2. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter.

C. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged, including natural causes, accidents, and vandalism, during construction period.

3.2 MONOLITHIC FLOAT-GLASS SCHEDULE

A. Uncoated Tinted Heat-Strengthened Float Glass: Class 2 (tinted, heat-absorbing, and light-reducing) Kind HS (heat strengthened), Condition A (uncoated surfaces) or Kind HS (heat strengthened), Condition A (uncoated surfaces) where heat strengthening is required to resist thermal stresses induced by differential shading of individual glass lites or to resist wind loads.

1. Tint Color:
   a. To be selected from manufacturer's standard range.

B. Coated Tinted Fully Tempered Float Glass: Class 2 (tinted, heat-absorbing, and light-reducing), Kind FT (fully tempered), Condition C (other coated glass) of same tint color and with same performance properties as non-fully tempered coated tinted float glass.

END OF SECTION 08800

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# SECTION 096513 - RESILIENT BASE AND ACCESSORIES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Resilient base.

2. Rubber molding accessories

### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches (300 mm) long.

## PART 2 - PRODUCTS

### 2.1 THERMOSET-RUBBER BASE

A. Manufacturer: Roppe Corporation or to match existing at the option of the Architect. See finish Schedule.

B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).

1. Style and Location:
   a. Style C, Butt to: Provide in areas indicated.

C. Thickness: 0.125 inch (3.2 mm).

D. Height: 4 inches.

E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

F. Outside Corners: Job formed or preformed.

G. Inside Corners: Job formed or preformed.

H. Colors: As selected by Architect from full range of industry colors.

## 2.1 RUBBER MOLDING ACCESSORY

A. Description: Rubber transition strips

B. Profile and Dimensions: Roppe; #174 Glue Down Reducer/ ¼".

C. Locations: At locations shown on plan.

D. Colors and Patterns: To match rubber base.

## 2.2 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

# PART 3 - EXECUTION

## 3.1 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9pH.
4. Moisture Testing: Proceed with installation only after substrates pass testing according to manufacturer's written recommendations, but not less stringent than the following:

a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient products until they are the same temperature as the space where they are to be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

## 3.2 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Preformed Corners: Install preformed corners before installing straight pieces.

H. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

    a. Form without producing discoloration (whitening) at bends.

2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

    a. Miter or cope corners to minimize open joints.

## 3.3 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

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# SECTION 096813 - TILE CARPETING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes modular, tufted carpet tile.

### 1.2 SUBMITTALS

A. Product Data: For each product indicated.

B. Shop Drawings: Show the following:
   1. Carpet tile type, color, and dye lot.
   2. Pattern of installation.
   3. Edge, transition, and other accessory strips.
   4. Transition details to other flooring materials.

C. Samples: For each color and texture required.

   1. Carpet Tile: Full-size Sample.
   2. Exposed Edge, Transition, and other Accessory Stripping: 12-inch- (300-mm-) long Samples.

D. Product Schedule: For carpet tile. Use same designations indicated on Drawings.

E. Maintenance data.

### 1.3 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.

### 1.4 DELIVERY, STORAGE, AND HANDLING

A. Comply with CRI 104, Section 5, "Storage and Handling."

### 1.5 PROJECT CONDITIONS

A. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12, "Ventilation."

B. Environmental Limitations: Do not install carpet tiles until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

1.6 WARRANTY

A. Special Warranty for Carpet Tiles: Manufacturer's standard form in which manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, loss of tuft bind strength, dimensional stability, excess static discharge, and delamination.

1. Warranty Period: Limited Lifetime from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

B. Products: See Finish Schedule.

2.2 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.

B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

1. VOC Limits: Provide adhesives with VOC content not more than 50 g/L when calculated according to 40 CFR 59, Subpart D (EPA method 24).

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.

B. Installation Method: As recommended in writing by carpet tile manufacturer.

C. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

D. Install pattern parallel to walls and borders.

END OF SECTION 096813

HURRICANE HARVEY REPAIRS FOR HURRICANE REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 099113 - EXTERIOR PAINTING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on exterior substrates.

1. Concrete.
2. Clay masonry.
3. Concrete masonry units (CMU).
4. Steel.
5. Galvanized metal.
6. Aluminum (not anodized or otherwise coated)

### 1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples: For each type of paint system and each color and gloss of topcoat.

C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles for the paint category indicated.

B. Acceptable Manufacturers:
1. ICI
2. Pittsburgh Paint
3. Sherwin Williams

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

D. Colors: As indicated in Finish Schedule.

## 2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior:

1. SW: Loxon Block Surfacer.

## 2.4 PRIMERS/SEALERS

A. Primer, Alkali Resistant, Water Based:[ MPI #3.]

1. Sherwin Williams, Loxon Exterior Concrete and Masonry Primer, #A24W8300.

## 2.5 METAL PRIMERS

A. Primer, Alkyd, Anti-Corrosive for all Metal: [MPI #79]

1. Sherwin Williams, Water Based Rust Inhibited Primer, Pro Industrial Pro-Cryl Universal Metal Primer.

## 2.6 WOOD PRIMERS

A. Primer, Latex for Exterior Plywood:

1. Sherwin Williams, Exterior Latex Wood Primer, B42W8041

B. Primer, Oil for Exterior Wood:[MPI #7]
1. ICI: #2110-1200.
2. Pittburgh: Speedhide exterior oil based primer.
3. SW: A-100 Exterior oil wood primer, Y24W8020.

## 2.7 WATER-BASED PAINTS

A. Latex, Exterior Flat (Gloss Level 1):[ MPI #10.]

1. ICI:#2416
2. Pittsburgh: Speedhide exterior semi-gloss latex, 6-900 Series.
3. SW: A-100 Exterior latex.

B. Latex, Exterior Semi-Gloss (Gloss Level 5):[MPI #11]
1. ICI:#2416
2. Pittsburgh: Speedhide exterior semi-gloss latex, 6-900 Series.
3. SW: A-100 Exterior latex.

C. Light Industrial Coating, Exterior, Water Based, Semi-Gloss (Gloss Level 5):[ MPI #163.]

1. Sherwin Williams, DTM Acrylic

## 2.8 SOLVENT-BASED PAINTS

A. Alkyd, Exterior Gloss (Gloss Level 6) for metal handrails, doors and bollards:[ MPI #9.]

1. Sherwin Williams, Pro Industrial Urethane Alkyd, #B54W151.

## 2.9 ALUMINUM PAINT

A. Aluminum Paint, 100% Acrylic D.T.M.: [MPI#1]
1. ICI: Devflex 4208 Series.
2. Pittsburgh: 90-Line Finish.
3. SW: Bondplex Waterbased Acrylic Aluminum, B71S200.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Wood: 15 percent.
4. Portland Cement Plaster: 12 percent.
5. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

## 3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

## 3.4 CLEANING AND PROTECTION

A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

## 3.5 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:

a. Prime Coat: Latex, exterior, matching topcoat.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

B. Concrete Substrates, Traffic Surfaces:

1. Alkyd Floor Enamel System:

a. Prime Coat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
b. Intermediate Coat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
c. Topcoat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
d. Additive: Manufacturer's standard additive to increase skid resistance of painted surface.

2. Solvent-Based Clear Sealer System:

a. Prime Coat: Sealer, solvent based, for concrete floors[, MPI #104].
b. Intermediate Coat: Sealer, solvent based, for concrete floors[, MPI #104].
c. Topcoat: Sealer, solvent based, for concrete floors[, MPI #104].

C. CMU Substrates:

1. Latex over Alkali-Resistant Primer System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].

D. Steel Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal[, MPI #79].
b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].

2. Aluminum Paint System:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal[, MPI #79].
b. Intermediate Coat: Aluminum paint[, MPI #1].
c. Topcoat: Aluminum paint[, MPI #1].

E. Galvanized-Metal Substrates:

1. Latex System:

2. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, galvanized, water based[, MPI #79].
b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].

END OF SECTION 099113

HURRICANE HARVEY REPAIRS FOR HURRICANE REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 099123 - INTERIOR PAINTING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Concrete.
2. Clay masonry.
3. Concrete masonry units (CMU).
4. Steel.
5. Cast iron.
6. Galvanized metal.
7. Aluminum (not anodized or otherwise coated).
8. Wood.
9. Gypsum board

### 1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples: For each type of paint system and in each color and gloss of topcoat.

C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide product by one of the following:

1. Sherwin Williams
2. Pittsburgh Paint
3. ICI

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

D. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

E. Colors: As indicated on Finish Schedule.

## 2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior:[ MPI #4.]

1. Sherwin Williams Pro Mar Block Filler, B25W25.

## 2.4 PRIMERS/SEALERS

A. Primer Sealer, Latex, Interior:[ MPI #50.]

1. Sherwin Williams Pro Mar 200 Latex Primer.

B. Primer, Alkali Resistant, Water Based:[ MPI #3.]

1. Sherwin Williams Loxon Concrete & Masonry Primer, A24W8300.

C. Primer Sealer, Interior, Institutional Low Odor/VOC:[ MPI #149.]

1. Sherwin Williams Pro Mar 200 Zero VOC Primer, B28W2600.

D. Primer, Latex, for Interior Wood:[ MPI #39.]

1. Sherwin Williams Multi Purpose Latex Primer, B31W8020.

E. Primer Sealer, Alkyd, Interior:[ MPI #45.]

1. Sherwin Williams Pro Block Alkyd Primer, B79W8810.

F. Primer, Bonding, Water Based:[ MPI #17.]

1. Sherwin Williams Adhesion Primer, B51W8050.

2.5 METAL PRIMERS

A. Primer, Rust-Inhibitive, Water Based:[ MPI #107.]

1. Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66W310.

B. Primer, Alkyd, Anti-Corrosive, for Metal:[ MPI #79.]

1. Sherwin Williams Kem Kromik Primer, B50NZ2.

C. Primer, Galvanized, Water Based:[ MPI #107.]

1. Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66W310.

D. Primer, Quick Dry, for Aluminum:[ MPI #107.]

1. Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66W310.

2.6 WATER-BASED PAINTS

A. Latex, Interior, Institutional Low Odor/VOC, Flat (Gloss Level 1):[ MPI #143.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Flat, B30W2600.

B. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 2):[ MPI #144.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Low Sheen, B24W2600.

C. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 3):[ MPI #145.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Eg-Shel, B20W2600.

D. Latex, Interior, Institutional Low Odor/VOC, Semi-Gloss (Gloss Level 5):[ MPI #147.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Semi-Gloss, B31W2600.

E. Latex, Interior, High Performance Architectural, (Gloss Level 2):[ MPI #138.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Gloss, B21W2251.

F. Latex, Interior, High Performance Architectural, Semi-Gloss (Gloss Level 5):[ MPI #141.]

1. Sherwin Williams Pro Industrial Zero VOC Semi-Gloss, B66W600 Series.

G. Light Industrial Coating, Interior, Water Based (Gloss Level 3):[ MPI #151.]

1. Sherwin Williams Pro Industrial Pre-Catalyzed Epoxy Eg-Shel, K45.

H. Light Industrial Coating, Interior, Water Based, Semi-Gloss (Gloss Level 5):[ MPI #153.]

1. Sherwin Williams Pro Industrial Pre-Catalyzed Epoxy Semi-Gloss, K46.

I. Light Industrial Coating, Interior, Water Based, Gloss (Gloss Level 6):[ MPI #154.]

1. Sherwin Williams Pro Industrial Zero VOC Gloss, B66W600 Series.

## 2.7 DRY FOG/FALL COATINGS

A. Dry Fall, Latex, Flat:[ MPI #118.]

1. Sherwin Williams Waterborne Acrylic Dryfall, B42.

B. Dry Fall, Water Based, for Galvanized Steel, Flat (Gloss Level 1):[ MPI #118.]

1. Sherwin Williams Waterborne Acrylic Dryfall, B42.

## 2.8 FLOOR COATINGS

A. Floor Epoxy (Water Based), Gloss (Gloss Level 6):[ MPI #212.]

1. Sherwin Williams Armor Seal 8100 Water Based Epoxy.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.

2. Masonry (Clay and CMU): 12 percent.
3. Wood: 15 percent.
4. Gypsum Board: 12 percent.
5. Plaster: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

## 3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

## 3.4 CLEANING AND PROTECTION

A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

## 3.5 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Prime Coat: Latex, interior, matching topcoat.
c. Intermediate Coat: Latex, interior, matching topcoat.
d. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
e. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
f. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
g. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
h. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
i. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Latex over Latex Aggregate System:

a. Prime Coat: Textured coating, latex, flat[, MPI #42].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

3. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC[, MPI #149].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].

b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

6. Alkyd System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

B. Concrete Substrates, Traffic Surfaces:

1. Water Based Epoxy Floor Enamel System:

a. Prime Coat: Floor enamel, alkyd, gloss (Gloss Level 6).
b. Topcoat: Floor enamel, alkyd, gloss (Gloss Level 6).
c. Embed in top coat: non-sip floor addative.

C. Clay-Masonry Substrates:

1. Latex System:

a. Prime Coat: Latex, interior, matching topcoat.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].

h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Latex Aggregate System:

a. Prime Coat: Primer for textured coating, latex, flat[, as recommended in writing by topcoat manufacturer].
b. Intermediate Coat: Intermediate coat for textured coating, latex, flat[, as recommended in writing by topcoat manufacturer].
c. Topcoat: Textured coating, latex, flat[, MPI #42].

3. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC[, MPI #149].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

6. Alkyd System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

D. CMU Substrates:

1. Latex System:

a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. High-Performance Architectural Latex System:

a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

4. Water-Based Light Industrial Coating System:

    a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
    b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
    d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
    e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

5. Alkyd System:

    a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
    b. Sealer Coat: Primer sealer, latex, interior[, MPI #50].
    c. Intermediate Coat: Alkyd, interior, matching topcoat.
    d. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
    e. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
    f. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
    g. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

E. Steel Substrates:

1. Latex over Alkyd Primer System:

    a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
    b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
    c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
    d. Prime Coat: Shop primer specified in Section where substrate is specified.
    e. Intermediate Coat: Latex, interior, matching topcoat.
    f. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
    g. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
    h. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
    i. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
    j. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
    k. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Water-Based Dry-Fall System:

    a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
    b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
    c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
    d. Prime Coat: Shop primer specified in Section where substrate is specified.
    e. Topcoat: Dry fall, latex, flat[, MPI #118].
    f. Topcoat: Dry fall, water based, for galvanized steel, flat (Gloss Level 1)[, MPI #133].

3. Institutional Low-Odor/VOC Latex System:

    a. Prime Coat: Primer, rust-inhibitive, water based[ MPI #107].
    b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
    d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
    e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
    f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

    a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
    b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
    c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
    d. Prime Coat: Shop primer specified in Section where substrate is specified.
    e. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    f. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
    g. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
    h. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
    i. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Water-Based Light Industrial Coating System:

    a. Prime Coat: Primer, rust-inhibitive, water based[ MPI #107].
    b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
    d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
    e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

6. Alkyd System:

    a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
    b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
    c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
    d. Prime Coat: Shop primer specified in Section where substrate is specified.

e. Intermediate Coat: Alkyd, interior, matching topcoat.
f. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
g. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
h. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
i. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

7. Quick-Drying Enamel System:

a. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
b. Intermediate Coat: Alkyd, quick dry, matching topcoat.
c. Topcoat: Alkyd, quick dry, semi-gloss (Gloss Level 5)[, MPI #81].
d. Topcoat: Alkyd, quick dry, gloss (Gloss Level 7)[, MPI #96].

8. Alkyd Dry-Fall System:

a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
d. Prime Coat: Shop primer specified in Section where substrate is specified.
e. Topcoat: Dry fall, alkyd, flat[, MPI #55].

9. Aluminum Paint System:

a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
d. Prime Coat: Shop primer specified in Section where substrate is specified.
e. Intermediate Coat: Aluminum paint[, MPI #1].
f. Topcoat: Aluminum paint[, MPI #1].

F. Galvanized-Metal Substrates:

1. Latex over Waterborne Primer System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Water-Based Dry-Fall System:

a. Prime Coat: Dry fall, water based, for galvanized steel, flat (Gloss Level 1)[, MPI #133].

b. Topcoat: Dry fall, water based, for galvanized steel, flat (Gloss Level 1)[, MPI #133].

3. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Water-Based Light Industrial Coating Over Waterborne Primer System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

6. Aluminum Paint System:

a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for use on galvanized-metal substrates with topcoat indicated.
b. Intermediate Coat: Aluminum paint[, MPI #1].
c. Topcoat: Aluminum paint[, MPI #1].

G. Aluminum (Not Anodized or Otherwise Coated) Substrates:

1. Latex System:

a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. High-Performance Architectural Latex System:

a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

4. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].

e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

5. Alkyd System:

a. Prime Coat: Primer, vinyl wash[, MPI #80].
b. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
c. Intermediate Coat: Alkyd, interior, matching topcoat.
d. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
e. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
f. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
g. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

6. Aluminum Paint System:

a. Prime Coat: Primer, vinyl wash[, MPI #80].
b. Intermediate Coat: Aluminum paint[, MPI #1].
c. Topcoat: Aluminum paint[, MPI #1].

H. Wood Substrates: Including wood trim, architectural woodwork, doors, windows, wood-based panel products, glued-laminated construction, exposed joists and exposed beams.

1. Latex System:

a. Prime Coat: Primer, latex, for interior wood[, MPI #39].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Latex over Alkyd Primer System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

3. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, latex, for interior wood[, MPI #39].

b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

a. Prime Coat: Primer, latex, for interior wood[, MPI #39].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[. MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Alkyd System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

I. Wood Substrates, Traffic Surfaces:

1. Latex Floor Paint System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Intermediate Coat: Floor paint, latex, low gloss (maximum Gloss Level 3)[, MPI #60].
c. Topcoat: Floor paint, latex, low gloss (maximum Gloss Level 3)[, MPI #60].

2. Alkyd Floor Enamel System:

a. Prime Coat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
b. Intermediate Coat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
c. Topcoat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].

J. Fiberglass and Plastic Substrates:

1. Latex System:

    a. Prime Coat: Primer, bonding, water based[, MPI #17].
    b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
    c. Intermediate Coat: Latex, interior, matching topcoat.
    d. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
    e. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
    f. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
    g. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
    h. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
    i. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

    a. Prime Coat: Primer, bonding, water based[, MPI #17].
    b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
    c. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    d. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
    e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
    f. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
    g. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. High-Performance Architectural Latex System:

    a. Prime Coat: Primer, bonding, water based[, MPI #17].
    b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
    c. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
    e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
    f. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
    g. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

4. Water-Based Light Industrial Coating System:

    a. Prime Coat: Primer, bonding, water based[, MPI #17].
    b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
    c. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    d. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].

e. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
f. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

5. Alkyd System:

a. Prime Coat: Primer, bonding, water based[, MPI #17].
b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
c. Intermediate Coat: Alkyd, interior, matching topcoat.
d. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
e. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
f. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
g. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

K. Gypsum Board & Plaster Substrates:

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Prime Coat: Latex, interior, matching topcoat.
c. Intermediate Coat: Latex, interior, matching topcoat.
d. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
e. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
f. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
g. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
h. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
i. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC[, MPI #149].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. High-Performance Architectural Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].

d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

4. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

5. Alkyd over Latex Primer System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

L. Spray-Textured Ceiling Substrates:

1. Latex (Flat) System: Spray applied.

a. Prime Coat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
b. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].

2. Latex System: Spray applied.

a. Prime Coat: Latex, interior, matching topcoat.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

3. Latex over Alkyd Primer System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].

c. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
d. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
e. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
f. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
g. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

4. Alkyd (Flat) System:

a. Prime Coat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
b. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].

5. Alkyd System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

M. Cotton or Canvas and ASJ Insulation-Covering Substrates: Including pipe and duct coverings.

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. Alkyd over Latex Primer System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

4. Aluminum Paint System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Aluminum paint[, MPI #1].
c. Topcoat: Aluminum paint[, MPI #1].

END OF SECTION 099123

HURRICANE HARVEY REPAIRS FOR
BEN J. ROGERS REGIONAL VISITORS CENTER

# SECTION 123661.19 - QUARTZ AGGLOMERATE COUNTERTOPS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Quartz agglomerate countertops.
2. Quartz agglomerate backsplashes.

### 1.2 ACTION SUBMITTALS

A. Product Data: For countertop materials.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

C. Samples: For each type of material exposed to view.

## PART 2 - PRODUCTS

### 2.1 QUARTZ AGGLOMERATE COUNTERTOP MATERIALS

A. Quartz Agglomerate: Solid sheets consisting of quartz aggregates bound together with a matrix of filled plastic resin and complying with ICPA SS-1, except for composition.

1. Wilsonart; Gaudi Q4019.
2. Thickness: 2CM
3. Edge Profile: Full Bullnose

B. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

### 2.2 COUNTERTOP FABRICATION

A. Fabricate countertops according to quartz agglomerate manufacturer's written instructions and the AWI/AWMAC/WI's "Architectural Woodwork Standards."

1. Grade: Custom.

B. Configuration:

1. Front: 2 cm, Full Bullnose
2. Backsplash: Straight, slightly eased at corner.

3. End Splash: Matching backsplash.

C. Joints: Fabricate countertops in sections for joining in field.

D. Cutouts and Holes:

1. Undercounter Plumbing Fixtures: Make cutouts for fixtures in shop using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.

## 2.3 INSTALLATION MATERIALS

A. Adhesive: Product recommended by quartz agglomerate manufacturer.

B. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."

# PART 3 - EXECUTION

## 3.1 INSTALLATION

A. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Predrill holes for screws as recommended by manufacturer.

B. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.

C. Secure countertops to subtops with adhesive according to quartz agglomerate manufacturer's written instructions.

D. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.

E. Install backsplashes and end splashes by adhering to wall and countertops with adhesive.

F. Install aprons to backing and countertops with adhesive.

G. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.

H. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

END OF SECTION 123661.19

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**Mike Barnett Construction**
1701 Port Neches Ave.
Port Neches, TX 77651

**Hurricane Harvey Repairs for**
**Ben J. Rogers Visitors Center**
**Bid No: IFB 18-048/YS**
**ATTN: PURCHASING AGENT**
Jefferson County Purchasing Department

RECEIVED 10:45 AM DEC 04 2018

Sealed Bid

# JEFFERSON COUNTY DOWNTOWN JAIL
# OPERATION, MANAGEMENT, AND LEASE AGREEMENT

This Jail Operation and Management Agreement (hereinafter "Agreement") is entered into by and between JEFFERSON COUNTY, TEXAS (hereinafter "County") and LaSalle Corrections VI, LLC, a Texas Corporation (hereinafter called "Operator") to become effective on the date signed, but all obligations of both parties hereto shall first begin, on the first day that Inmates are housed at the Jail operated and managed hereunder.

WHEREAS, the County has a secure detention 501-bed downtown Jail in Jefferson County, Texas, which Jail shall be known as the Jefferson County Downtown Jail (the "Jail"); and,

WHEREAS, the Commissioners Court of Jefferson County (the "Commissioners Court") caused a request for proposals and bid to be advertised for the purpose of obtaining proposals and bids for consideration by the Court for a management lease of the Jail; and

WHEREAS, the parties hereto desire to enter into an agreement for the operation, management and lease of the Jail;

WHEREAS, the entering into this Agreement is found to be in the best interests of the parties, the efficient and safe operation of the Jail, and the public as it will serve the public purpose of providing space for incarceration of law violators and will provide economic development and economic benefits to the local economy; and

WHEREAS, the County and the Operator desire to enter into a contract under which the Operator shall provide for the operation, maintenance and management of the Jail and shall provide, or cause to be provided, the operation of the Jail in accordance with the laws of the State of Texas and the rules and procedures promulgated by the Texas Jail Standards

NOW THEREFORE, in consideration of the mutual rights, duties, benefits and obligations herein exchanged, the parties hereto do covenant, agree and bind themselves as follows:

## I. DEFINITIONS

1.01 Authorized Representative: Any person or entity duly authorized and designated in writing to act for and on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

1.02 Operator: LaSalle Corrections VI, LLC, doing business as LaSalle Corrections.

1.03 County: Jefferson County

1.04 Non-County: Is a jurisdiction other than Jefferson County (i.e. US Marshals, TDCJ, and other Texas County).

1.05 Sheriff: Sheriff of Jefferson County

1.07 FF&E: Furnishings, fixtures and equipment for the Jail.

1.08 Foreign Corporation: Non-Texas Corporation.

1.09 Inmate: A person who is in the custody of the Jefferson County Sheriff or persons from other jurisdictions who are legally housed in Jefferson County Jail facilities.

1.10 Inmate Day: Each day, on which an Inmate is housed at the Jail, including the first, but not the last day of incarceration as determined by the midnight count of each day.

1.11 Jefferson County Jail: The fully equipped and furnished Jail, consisting of a minimum of 501 beds, to be operated by the Operator, including housing units, administrative offices and all other structure and improvements of whatever kind, including, but not limited to all support buildings, roads, fences, and utility systems, for the incarceration of inmates.

1.12 Offer: The complete proposal submitted by the Operator.

1.13 Service Commencement Date: December 14, 2018.

1.14 Standards: All applicable federal, state and local laws, constitutional requirements, court orders, Sheriff's Office policies and procedures. In the event of a conflict between these requirements and this RFP or the Contract, the more stringent shall apply, as reasonably determined by the Sheriff's Office.

1.15 Surplus Beds: Beds in the Jail that are available for use by jurisdictions other than the County. Beds are available if they are not being used by the County or within the County's current bed needs.

1.16 Lease Payment: The payment to the County intended to reimburse the County for use of all surplus beds available at the "Jail".

1.17 Inmate Phone Revenue: Revenue generated from the operation of an Inmate Phone system at the "Jail".

1.18 Utility Payment: The payment by the Operator intended to reimburse the County for utility expenses paid for by the County at the "Jail".

## II. PURPOSES

2.01 The Operator shall provide all materials and personnel necessary for the operation, maintenance, and management of the Jail for the County and receive, supervise, and care for each inmate that is assigned to the Jail pursuant to applicable law. The Operator shall accept inmates that are qualified to be housed in the Jail as it is then - currently licensed and that are assigned by the County from a jurisdiction that enters into a joint powers agreement or Interlocal government agreement with the County (an "Inmate Contract") to reserve space for the on-going placement of inmates in the Jail, or a jurisdiction that

contracts with the County to house one or more individuals in the Jail. The County intends that the Jail shall be used to house inmates detained or incarcerated by:

a. The County Sheriff of the County (the "Sheriff");
b. The County Sheriff of any other Texas county, pursuant to an Interlocal Cooperation Contract with the County;
c. The Texas Department of Criminal Justice ("T.D.C.J.") pursuant to an agreement between T.D.C.J. and the County; or
d. The United States Government or any agency thereof ("Federal Government"), with respect to inmates of the Federal Government arrested in Texas who are awaiting transfer to other facilities, or other disposition under Federal law pursuant to an agreement between the County and the United States or any agency thereof

2.04 Operator is acting as an Independent Operator for the County, and is not a partner or joint venturer of the County. All Inmate housing contracts must be between the County and the jurisdiction or agency seeking the services. Only Inmates under such contracts shall be housed at the Jail.

2.05 The Operator shall manage, operate, and supervise the Jail to remain in compliance with all local, state, and federal laws, rules, regulations, and orders, including without limitation all health, fire, and safety codes and the minimum standards adopted by the Texas Commission on Jail Standards, and shall document all such compliance at the beginning of each fiscal year of Operator. Such documentation shall consist of certificates from the local health department, fire marshal, and building inspector and copies thereof shall be forwarded to the County as required or requested. The Jail shall be managed and operated in conformance and compliance with applicable law and the minimum standards adopted by the inmate transfer source from which inmates are placed in the Jail. All costs associated with obtaining certification from the Texas Commission on Jail Standards at the inception of this Agreement will be the responsibility of the County. Thereafter the Operator will maintain such certification throughout the Term of this Agreement. Copies of all compliance documentation shall be provided to the County on an annual basis.

2.06 Operator shall, in addition to other required items, manage, operate and provide at its sole cost and expense,

a. Policies and Procedures and Post Orders – Operator shall submit, for the County's approval a final Policy and Procedures Manual and Post Orders that cover the full range of Jail operations and posts.

b. Insurance - Operator shall provide insurance as required by Article IX of this Agreement.

c. Security – The Operator will provide security services designed to prevent escapes, maintain order and manage the inmate population. The Operator will cooperate with the County to develop mutual aid agreements with local law enforcement agencies, the Fire Department, ambulance/rescue

services, State Highway Patrol, and other entities that may be needed to assist in emergency response efforts. Operator shall provide staff attendants to control ingress and egress at the Jail, in addition to attendants necessary for the requisite level of security internally within the Jail and those required to monitor the activities of Inmates confined within the Jail; The Operator must meet federal, state and local laws for carrying weapons. All Correctional Officers must hold a Basic Jailer Certificate and participate in mandatory continuing education and other state/county required courses. All jailers must be certified by TCLEOSE prior to undertaking jailer duties or be otherwise authorized to serve as a jailer under Texas law.

d. Maintenance – Operator will, at its sole cost and expense, conduct routine maintenance of the physical structure of the Jail and all movable property and equipment. Costs of Capital repair and replacement of capital structures of the Jail will be reimbursed by County to Operator for purposes of this Agreement, routine maintenance shall be defined as any labor, repairs, replacement of parts or other maintenance that does not exceed $5,000.00 in expenditure in a specific repair operation. Capital repair and replacement of capital structures, for purposes of this Section, shall mean any labor, repairs, replacement of parts or other maintenance that is required by Generally Acceptable Accounting Principles to be capitalized on a depreciation schedule, or which exceeds $5,000.00 in cost in any specific repair operation. County will be responsible for items above $5,000.00 but only after review and approval by the Jefferson County Commissioner court. Operator will meet all warranty maintenance requirements.

Starting December 1, 2018 Operator will create and maintain an Operating Reserve/Repair/Contingency Fund Account. To this account at the close of each operating month the Operator will deposit $10,000.00 in each month or such lesser amount as is necessary to cause the amount on deposit therein to equal **$150,000.00**. Funds in that account may be used by the Operator or County solely (i) to pay for unforeseen Operation and Maintenance costs (ii) unforeseen legal expenses associated with the facility operation and (iii) to pay costs which under generally accepted accounting principles constitute capital costs necessarily incurred for the maintenance and betterment of the Facility. A full accounting of that account will be presented to the County for its review at the end of each calendar year and any remaining funds at the termination of this contract will be retained by the Operator.

***Operator will also work with the County in securing a grant from the United States Marshals Service for capital improvements associated with the improvement of the Facility while housing inmates from such agency.***

In regard to above, the County agrees to assign, subject to the Deed of Trust, to Operator, when necessary and appropriate, any warranties or guarantees it might have or be entitled to with regard to the Jail in order to effect repairs on the Jail, or to give Operator the right to pursue the manufacturer, builder, or other supplier who gave such warranties or guaranties, to seek reimbursement for monies expended by Operator to meet its repair, upkeep and maintenance obligations under this Agreement to the extent that those expenditures relate specifically to work covered by the subject warranty or guaranty. Capital repairs shall generally

be paid or reimbursed by the County unless such is due to the negligence or intentional acts of Operator's employees, or by inmates due to the Operator's or its employees' negligence, or is covered by insurance or warranty.

e. Equipment - Operator will provide all necessary furniture, fixtures and equipment, including but not limited to, computers, fax and copy equipment, radios, televisions, uniforms and linens and basic and office furniture, which are necessary or prudent for operation and management of the Jail and the housing of Inmates;

f. Intake Procedures - Operator will provide timely and efficient intake services and Inmate accounting which shall encompass booking, record-keeping, billing, system of controls, identification systems and records, computerized communication interface with law enforcement agencies, and such statistical records as-may be required by law. Such systems shall be compatible with the County's information systems and other reasonable requirements.

g. Procurement and Purchasing - Where possible, Operator will use local vendors and suppliers, unless the same or similar products or services can be obtained elsewhere at a commercially advantageous cost.

h. Inmate Property – The Operator must maintain inmate property in accordance with Texas Commission on Jail Standards.

i. Laundry – The Operator must provide laundry services for inmate clothing and Jail property in accordance with Texas Commission on Jail Standards.

j. Inmate Records – The Operator will be responsible for maintaining inmate records in accordance with the County's requirements and federal, state, and local laws regarding confidentiality, funds accounting practices, and security of inmate property entrusted to the Operator.

k. Food Service – The Operator will reimburse the County for meals prepared through the Jefferson County Jail at the rate of $.92 per inmate meal.

l. Medical Service - All health care providers must be licensed, certified or registered as required by state and federal laws and regulations. Health Service employees will practice only within the scope of their certification or licensure.

m. Equal Opportunity in Employment – Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. The Operator agrees to comply strictly with policies of the County, as well as all federal and state laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The Operator agrees to comply with State laws of Texas and rules applicable to workers' compensation benefits for its employees. If the Operator fails to comply with the Workers' Compensation Act

and applicable rules when required to do so, the County may terminate the Contract.

n. Drug Testing Program – The Operator will have a Drug-Free Workplace policy. This policy will include a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the County.

o. Background Investigations – The Operator, pursuant to section 7.04 shall ensure that background investigations are conducted on all potential employees who will work in the Jail including volunteers, consultants, independent contractors, installers or other personnel to be on site without direct supervision. The Sheriff will provide these necessary background checks.

p. Each employee whose position requires a professional certification or license must provide verification of licensure/certification as a condition of employment.

q. Operator shall promulgate and provide recreational, vocational, counseling, education and exercise programs, and other program requirements required by law or Inmate housing contracts.

r. Operator shall take such steps necessary to obtain and maintain necessary utilities and refuse services.

s. Operator shall provide all other services necessary or proper for the efficient and safe operation of the Jail, and secure custody, care and housing of inmates, in compliance with all applicable federal, state and local laws and regulations, including the applicable standards of the Texas Commission on Jail Standards.

## III. TERM

3.01 The term of this Agreement shall be for an initial term of three (3) years with two renewal terms of one (1) year each beginning on The Service Commencement Date and ending five (5) years thereafter ("Primary Term"). At the expiration of said Primary Term the parties may, at their independent discretion, agree to extend the Operation, Management, and Lease Agreement for additional one year periods on mutually acceptable terms.

3.02 Except as set forth herein, the County may unilaterally terminate this Agreement at any time for reason of Operator's material failure to operate or cause the operation of the Jail in compliance with the terms of this Agreement or upon Operator's material breach of this Agreement. However, prior to any such termination, the County shall give written notice by certified mail to the Operator of such deficiency. Except as provided below, Operator shall correct deficiencies within ninety (90) days from receipt of such notice. Within thirty (30) days of receiving the written notice from the County, the Operator shall submit a plan of correction to the County indicating action to be taken and the time frame for full compliance. The County shall review the plan of correction and shall either concur with the plan or identify in writing (and deliver to the Operator) additional or different corrective actions to be taken and state a reasonable extended time frame for completion. At the end of the specified time frame, the County may again inspect for

deficiencies at the Jail to ensure compliance with the plan and if the deficiencies have not been corrected the County may terminate this Agreement; provided, however, that if the deficiencies cannot reasonably be completed within either the ninety (90) day period or any reasonable allotted extended period, and Operator has commenced corrections within the applicable time frame and is diligently pursuing completion of the corrections, then Operator shall not be in default and County shall not have the right to terminate this Agreement.

3.03 The Operator may, upon one hundred and twenty (120) days written notice to the County, unilaterally terminate this Agreement. The Operator shall give written notice by certified mail to the County of such termination.

3.04 This agreement is exclusively between the County and the Operator. Operator agrees not to (i) assign this Agreement to any other person or entity, or (ii) to substantially change executive management and control of the Operator, or (iii) to merge with, be purchased by, or enter into any business combination with a third party private prison management firm without the prior written approval of the County. The County may consent to reasonable changes in the corporate structure, ownership, executive management or key personnel by the Operator and such consent will not be unreasonably withheld. The Operator is required to inform the County of such changes at the earliest practical time.

## IV. OPERATOR'S COMPENSATION, JAIL REVENUES, COSTS, PAYMENTS, RECORDS & REPORTS

4.01 The Operator shall provide a billing service to the County and is authorized to bill for all Project Revenues on behalf of and in the name of the County. All Project Revenues are the property of the Operator with the exception of *Inmate Telephone Revenue.* For purposes of this Article, the term "Project Revenues" shall mean all gross payments from any sources whatsoever, including, without limitation, the County or another depository agent of the County, arising from the operation of the Project, including without limitation:

a. Payments for the incarceration, detention, or housing of inmates (including any payments by County for the housing of inmates under the direct jurisdiction of the County required to be made pursuant to the Operating Agreement or the Lease) in the Project;

b. Gross revenues generated within the Project by the provision of goods and services to inmates or other persons;

c. Inmate Telephone Revenue will include all revenue earned for services to phone services provided for inmates housed at the Jail. All related revenue will not be considered "Project Revenue"

d. Amounts received pursuant to security provided by an Operator of the Project; provided, however, all revenues relating to

i. Revenues required by law to be used for a specified purpose and so used for such specified purpose and

ii. Any payments made pursuant to any contract between the County and any jurisdiction for the housing of prisoners in order to reimburse the County or the Operator for health care expenses incurred or transportation expenses incurred to the extent such payments are made for such purposes.

4.02 All Project Revenues shall be accounted for on a monthly basis and will be deposited with Operator.

4.03 A Lease Payment shall be made monthly for all Non-County inmates in an amount according to the schedule in Exhibit A to this Agreement. The scheduled lease payment is intended for the lease and use of the Jefferson County Downtown Jail Facility.

4.04 Indemnification - The Operator shall be fully liable for the actions of its agents, employees, partners, or representative and shall fully indemnify, defend, and hold harmless the County, its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Operator, its agents, employees, partners, or representative. The Operator shall not, however, defend or indemnify for that portion of any loss or damages in which the County has been adjudicated to have been negligent or which the County has been alleged to be responsible.

4.05 Operator shall prepare and furnish such reports as may be required by law to be submitted to the County and the Sheriff with respect to the operation of the Jail or the Inmates detained therein and, in addition, such other reports as may be required by a Texas state agency or any agency of the United States Government, or by any state or political subdivision thereof from which Inmates have been assigned to the Jail.

4.06 Operator shall obtain, and thereafter maintain, the proper certification(s) necessary for the Jail to incarcerate federal, state and local Inmates, and shall maintain such certification(s) at all times. After such certifications have been obtained, if Operator is required, by the laws of the State of Texas, other applicable law or the rules and procedures promulgated by the Texas Commission on Jail Standards, to implement operational modifications to maintain such certificates, the County and Operator may agree upon temporary increases in the Operator's Per Diem sufficient over a reasonable period of time to reimburse Operator for the cost of such operational modifications.

4.07 Operator will properly incarcerate all Inmates assigned to the Jail for whom there is space available at the Jail within the statutory and regulatory limits of the Jail.

4.08 The interviewing, hiring, training, assignment, control, management, compensation, promotion and termination of all members of the Jail's administration and staff shall be the responsibility and obligation of Operator. Operator will use its best efforts to hire and train local personnel.

4.09 Operator shall use its diligent efforts to purchase goods and professional services locally when economically feasible.

4.10 Operator shall provide all inmate rolls, accounting records or reports, audits and other such matters required of the County.

4.11 Subject to the terms hereof, Operator shall perform usual and customary preventative maintenance upon the physical structure of the Jail and all tangible personal property contained therein, and will in so doing maintain, preserve and keep the Jail in good repair, working order and condition, subject to normal wear and tear. In the event of expected age, wear and tear, capital improvements of the Jail require refurbishment, repair or replacement; the County will be responsible for items above $5,000 but only after review and approval by Jefferson County Commissioner court. Operator will from time to time report to the County upon the condition of any capital improvement that may require refurbishment, repair or replacement in the near term. All necessary and proper repairs, replacements and renewals shall become part of the Jail.

4.12 In the event Operator fails to comply with any of the maintenance, repair or replacement requirements of this Agreement, the County shall have the right, but not the obligation, to cause such maintenance, repairs or replacements to be made and any reasonable cost therefore shall be payable from Project Revenues. Operator shall repair any damage caused by its negligence or default hereunder, or the negligence of its invitees, employees or customers, and deliver the Jail to County at the conclusion of the Primary Term or end of this Agreement in good repair and condition, reasonable wear and tear for the intended and actual use of the Jail excepted. The Operator will periodically have the Jail fumigated and/or sprayed for insects and rodents.

4.13 The Operator shall provide assistance to the County in preparing any proposal, submission or procedures required by any contracting party necessary to establish a rate of reimbursement for the detention and care of inmates housed in the Jail, and shall certify to the accuracy of such information and agree to indemnify and hold the County harmless from any claims, expense or obligations arising from the submission of such reimbursement proposals or procedures.

4.14 In addition to leasing beds to outside inmate agencies LaSalle will house Jefferson County inmates designated to the 64-bed segregation area. This area will be dedicated to the Jefferson County Sheriff on an as needed basis. All services required to manage these inmates will be provided by LaSalle Southwest with the exception of transportation and outside medical. The rate for housing these inmates will be equal to the lowest per diem collected from the other outside contracted inmate agencies. The County will not be entitled to a lease payment for Jefferson County inmates as described in Exhibit A. If the Sheriff's department chooses to manage those inmates housed in the 64-bed segregation area then all associated costs for housing and staffing will be the responsibility of the County.

## V. MEDICAL CARE

5.01 Basic medical care will be made available by Operator at Operator's sole cost. For the purposes of this Agreement "basic medical care" shall be defined as medical care sufficient to comply with applicable standards required by the Texas Commission on Jail Standards. Medical care shall be supervised by licensed medical professionals. All reasonable effort will be made by the Operator, with oversight by the County Sheriff, to

draft a Health Services Plan that will, within reasonable medical standards, seek to treat customary and routine inmate medical needs on site.

5.02 Where medically necessary, and on site treatment of inmate medical needs is not appropriate, the costs of outside medical care and hospitalization (and all related transportation and security costs), prescription drugs, surgical and dental care for Inmates shall be the obligation of the jurisdiction from which the Resident was assigned to the Jail, and such costs incurred by Operator shall be invoiced by Operator to the obligated jurisdiction, unless the agreement between the County and the other jurisdiction shall require otherwise.

5.03 Except as directed by the Sheriff or required by lawful authority, the Operator shall not knowingly accept or admit in to the Jail any Inmate who represents a significant health, medical or safety risk to the employees or the Inmates of the Jail.

## VI. COMPLIANCE WITH STANDARDS

6.01 Operator shall assure that all employees at the Jail are adequately trained to perform at standards required by Texas state law, other applicable law, the applicable rules and procedures promulgated by the Texas Commission on Jail Standards, and any requirement under a contract with the jurisdiction from which the inmate was assigned.

6.02 In light of the intended use of the Jail as a county jail for individuals accused of criminal activity in Jefferson County and incarcerated under authority of State law, the statutory duties of the Jefferson County Sheriff regarding the operation and management of a County Jail shall be recognized by the Operator to the extent necessary to permit the Sheriff and County to meet these statutory duties. The Sheriff shall maintain oversight over all inmates, and shall be permitted reasonable access to the Jail to insure that all statutory duties are satisfied.

6.03 Prior to the first day an inmate is received, the Operator will deliver an emergency evacuation plan that will provide for full evacuation of the Jail in the event of a hurricane or other unforeseen natural disaster approved by the Sheriff.

## VII. DUTIES OF THE COUNTY

The County and Sheriff's Department will maintain the following obligations:

7.01 County Obligations

The County will enter into Intergovernmental Agreements, with Operator's input, for the purpose of utilizing surplus beds available in the Jail. Prior to entering into any such Intergovernmental Agreement, the County will consult with the Operator concerning management and facility issues and concerns and economic needs of the Jail, and will not enter into any such Intergovernmental Agreement that does not reasonably meet the covenants of the Sublease.

7.02 Sheriff's Department Obligations

a. The Sheriff's Department will retain authority to review and approve operational

responsibility for the inmate trustee programs that may be utilized in the Jail.

b. The Sheriff's Department will maintain responsibility for all court related transportation and supervision related to county inmates.

c. The Sheriff's Office will hold the necessary jailer licenses.

7.03 The County shall cooperate with the Operator in all matters of law enforcement, security, and communications and shall use its best efforts to obtain such cooperation from the law enforcement agencies within the Federal, County and State agencies.

7.04 The Sheriff agrees to provide certain law enforcement services to Operator applicable to the operation of the Jail. These duties include, but are not limited to the following:

a. Review of the Jail's operating standards to ensure compliance with minimum standards adopted by the Texas Commission on Jail Standards, and any other applicable standards or regulations imposed by state or federal law.

b. Monitor the operation, management, and maintenance of the Jail by Operator as reasonably determined by the County or the Sheriff.

c. Assist Operator for the purposes of obtaining such licensing as may be required by state or federal law for the employees of Operator.

d. Cooperate with Operator in providing information requested by Operator in the screening of candidates for employment, including, but not limited to, TCIC/NCIC checks and driving records, to the extent such information may be lawfully obtained or released under state or federal law.

e. Cooperate with Operator in providing verification, at the request of Operator, that all employees of Operator undertaking jailer duties are certified, as required, by the Texas Commission on Jail Standards.

f. Provide all personnel materials and other support reasonably necessary for the apprehension of any inmate who has escaped from the Jail.

g. Provide such other law enforcement related services as may be reasonably required for the safe, efficient and proper operation, management, and maintenance of the Jail.

h. Promptly report to Operator any material deficiency, breach, or impropriety relating to the operation of the Jail by Operator.

7.05 The County and Operator agree that it shall be to their mutual benefit and interest for the Jail to be fully utilized by maintaining the maximum prisoner population within physical statutory and regulatory limits, and Operator hereby agrees to use its reasonable efforts to do so. The County understands and agrees that the actions to be performed by Operator to seek maximum utilization of the Jail are not intended by Operator, and will not be construed by the County, as any type of warranty or guarantee by Operator that its reasonable efforts to promote the maximum utilization of the Jail will result in any specified level of utilization of the Jail or in any specified amount of prisoner population being incarcerated at the Jail. County agrees to use its best efforts to assist and cooperate with Operator in seeking out and, thereafter contracting with prisoner transfer sources, upon terms reasonably acceptable to Operator and the County, so as to efficiently maximize the utilization of the Jail. Operator anticipates that Operator shall initiate negotiations with various potential prisoner transfer sources, and will submit to County a proposed agreement with one or more such prisoner transfer sources. To that end, the County shall diligently process and enter into all lawful and necessary agreements with any prisoner transfer sources as may be necessary to facilitate the receipt and incarceration of eligible medium and lesser risk prisoners in the Jail,

provided that all such agreements shall be subject to the County's approval, which approval shall not be unreasonably withheld, delayed, or conditioned. To the extent permitted by law the County will enter into all Inmate Contracts including those relating to prisoners detained or incarcerated by County, other political subdivisions of the State of Texas, and federal inmates arrested in Texas under the control of federal agencies, presented by and acceptable to Operator and the County that are authorized by, and comply with, all applicable governmental requirements for the type of prisoners for which the Jail is licensed. The County shall place all inmates acquired pursuant to Inmate Contracts in the Jail once approved by Operator.

7.06 County will cooperate with Operator to obtain all necessary approvals for operation of the Jail, including but not limited to, securing use permits and licensing.

## VIII. Liability and Indemnity

8.01 The County and the Operator agree to use their reasonable efforts to ensure that neither becomes responsible for any actions taken with regard to any inmate prior to the delivery of such inmate to the Operator's employees, officers, and agents at the Jail. To the extent possible and allowed by law, the County and Operator will ensure that all Inmate Contracts with other jurisdictions provide that the contracting jurisdiction shall, to the extent allowed by law, defend, indemnify, and hold harmless the County and Operator for any claims, damages or losses arising, or alleged to have arisen from act or failures to act, including but not limited to claims of false arrest, false imprisonment, wrongful detention, violation of civil rights, and all other claims of a similar nature, occurring prior to the delivery of any inmate to the Jail, or occurring after the release of any inmate there from to the contracting jurisdiction or assigning agency.

8.02 The Operator shall be fully liable for the actions of its agents, employees, partners, or representative and shall fully indemnify, defend, and hold harmless the County, its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Operator, its agents, employees, partners, or representative. The Operator shall not, however, defend or indemnify for that portion of any loss or damages in which the County has been adjudicated to have been negligent or which the County has been alleged to be responsible.

8.03 Notwithstanding the foregoing or any other term or provision or condition of this Agreement, as to third parties and third party claims, nothing in this Agreement is intended to nor shall be interpreted to (a) waive or deprive the County or the Operator of any legal defense, (b) give, grant, or bestow any legal right, defense, or benefit upon any third party, or (c) deprive the County or the Operator of the benefits of any legal defense including sovereign, qualified and official immunity, or the benefits of any law limiting damages.

## IX. INSURANCE

9.01 Operator shall obtain and maintain in force during the Term of this Agreement beginning not later than the Effective Date, the amounts and types of insurance set forth below.

Save and except as hereafter modified by the parties in writing, such insurance shall be in addition to the coverage maintained by the County and shall insure against all claims whatsoever against Operator, County, employees, agents and representatives in connection with the detention, care, security, transportation, housing, and training of inmates of the Jail, including but not limited to claims based on violations or alleged violations of civil rights arising from services performed by Operator or its employees, agents, representatives, or assigns pursuant to this Agreement.

9.02 Prior to the Effective Date, and thereafter annually on either the anniversary of the effective date, or July 1 of each successive year, the Operator shall provide to the County insurance certificates as proof of the insurance policies obtained, and if, through no fault of the Operator, such insurance policies are canceled or endorsed in such a way as to limit such insurance coverage, Operator shall provide the County written notice thereof immediately, and Operator shall obtain, as soon as possible and at its own cost, replacement insurance. Should the Operator not obtain sufficient insurance in a reasonable time, or should the Operator permit a policy to lapse, the County may obtain a policy to fulfill the obligation of the Operator and be reimbursed by the Operator.

9.03 Save and except as specifically provided in this Article Nine, each insurance policy required by this Article Nine (except the worker's compensation policy) shall name the County, as an additional insured and shall provide that such policy may not be canceled or modified except upon at least thirty (30) calendar days notice in writing to the Operator and the County.

9.04 The premiums and costs for all insurance provided are the responsibility of the Operator.

a. Insurance Plan - Notwithstanding and in addition to the County Contract or any Agency Contract requirements, during the entire term of this Agreement, Operator will purchase and maintain with well-rated insurers (rated at least "A" by Best or in the two highest rating categories of Moody's and Standard & Poor's) licensed to underwrite such insurance in the State of Texas at least the following insurance coverage:

i. General Liability-Commercial general liability insurance in the customary form, having limits of liability of not less than $1,000,000 per occurrence for bodily injuries or death and not less than $500,000 per occurrence for property damage and $3,000,000 in the aggregate during any annual policy period;

ii. Worker's compensation and/or employer's liability insurance (or its approved and authorized equivalent) in at least the statutorily required amounts;

iii. Automobile liability insurance in customary form, having limits of liability of not less than $1,000,000 per occurrence for bodily injuries and property damage and $3,000,000 in the aggregate during any annual policy period.

iv. Property and Casualty Loss-Beginning not later than the Service Commencement Date, and thereafter at all times during the term of this Agreement, Operator also shall maintain property and casualty insurance insuring the personal property of the Jail and Options at 100% replacement cost, on an all-risk policy

form. The County will be responsible for Property insurance for all real property.

9.05 Said policy or policies of insurance shall name the County, the County Judge, the County Commissioners, the Sheriff, as "additional insureds". Operator agrees that the policy or policies of insurance shall contain an endorsement specifically providing coverage for civil rights actions.

9.06 Additional Insurance will be required to cover alleged violations of state and/or federal statutes, specifically for civil rights and constitutional violation claims, and Professional Liability (including Law Enforcement and Medical Professional Liability), and property insurance for tenants own property (or clarification that Jefferson County is NOT providing tenant with ANY property coverage).

## X. Additional Provisions and Specific Performance

10.01 In the event of the occurrence of any damage to or loss of the Jail that materially affects the continued operation of the Jail; the Operator shall immediately notify the County of such loss or damage. If insurance proceeds are available, the Operator shall immediately proceed to obtain repair and reconstruction of the Jail in consultation with the County. The County has no obligation to appropriate funds for this purpose. If the Operator and the County mutually determine that the damage is too extensive to repair or reconstruct and decide not to rebuild the Jail this Agreement shall terminate immediately upon such determination as soon as all inmates then incarcerated are appropriately transferred to another Jail.

10.02 In the event a dispute arises between the County and Operator regarding this Agreement or any of the provisions hereof, the County and Operator shall be required to continue performance of their respective obligations during the pendency of any such dispute. The Operator shall continue to receive payments due to it and the County shall continue to perform under this Agreement in a timely manner as set forth in this Agreement. Likewise, Operator shall continue to perform its obligations in accordance with the terms of this Agreement notwithstanding the existence of any dispute between the parties. Both the County and Operator shall have the right to compel specific performance by the other party of its respective contractual obligations and to institute any legal action necessary to compel such specific performance. The obligation of either party to perform its respective obligations hereunder may only be terminated as provided for in this Agreement or applicable law.

## XI. APPROVAL AND MONITORING BY COUNTY SHERIFF

11.01 The Sheriff signs this Agreement to evidence her approval as required by §351.102, Local Government Code.

## XII TAXES AND GOVERNMENTAL CHARGES

12.01 This Jail is intended to be and is exempt from property taxation. The County is the owner of taxable title to the Jail. If any ad valorem taxes are assessed against the Jail during the term of this Agreement, the County agrees to take reasonable steps to remove the Jail from the tax rolls. If the County is unsuccessful, and a property tax is determined to be

owed, the County and Operator agree to negotiate in good faith to resolve the tax issue or to renegotiate the terms of this Agreement if needed.

## XIII. APPLICABLE LAW AND VENUE; LEGAL CONSTRUCTION

13.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas, and venue of any action or dispute shall be in a court of competent jurisdiction in Jefferson County Texas.

13.02 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.03 If for any reason this Agreement shall be held void or voidable, or otherwise be held unlawful, this Agreement shall immediately terminate, and Operator shall have no claim or right of action against the County, its officials, its employees, its agents or its attorneys for any such termination or alleged act or omission related to the same.

## XIV. Default and Termination

14.01 Each of the following shall constitute an Event of Default by the Operator:

a. A material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Agreement which is the duty of the Operator hereunder pursuant to section 3.02 herein.

b. A material failure to meet or comply with any court order, or any federal or state requirement or law which failure continues pursuant to section 3.02 herein.

14.02 In the event of a bankruptcy, reorganization, debt arrangement moratorium, proceeding under any bankruptcy or insolvency law, or dissolution or liquidation proceeding is instituted by or against the Operator, this Agreement shall be reviewed immediately by the County and determination made as to continue this Agreement or modify this Agreement to ensure that the County is not liable for Operator's debt. The County shall have the right in such event to purchase and assume the operations of the Jail pursuant to Local Government Code §361.062(6). If the County determines to terminate this Agreement in such event, the Operator agrees to work with the County under the supervision of the County or its designee for a period of sixty (60) days to ensure an orderly and efficient transition from management by the Operator to management by the County, or another entity selected by the County, of the Jail. During this transition period, the Operator will transfer all inmate and maintenance records to the County or its designee.

14.03 If the Operator is in default under this Agreement beyond any applicable cure period, the County may, in addition to any other rights or remedies specifically allowed by this Agreement, (a) cure the Operator's default by any reasonable action determined to be reasonably necessary by the County, and in connection with the cure, the County may pay reasonable expenses and incur reasonable obligations, all of which shall be immediately reimbursed by the Operator, (b) terminate this Agreement and recover damages from Operator, or (c) exercise any other remedy available to the County at law or in equity.

14.04 Notwithstanding anything to the contrary contained herein, in the event any bankruptcy, reorganization debt arrangement, moratorium, proceeding under any bankruptcy or insolvency law or dissolution or liquidation proceeding is instituted by Operator, or if instituted against Operator, is consented to or acquiesced in by Operator and is not dismissed within sixty (60) days, the Agreement shall be immediately terminated and canceled, and the County shall immediately assume responsibility for the operation, management and supervision of the Jail.

## XV. NOTICES

15.01 Notices required to be given hereunder by any party to the other shall be in writing and shall be valid if actually received by the party to whom such notice is given or if deposited in the United States Mail, postage prepaid and addressed to the party as herein below specified. Notices to the County shall be delivered or sent as follows:

Jefferson County Courthouse
Attention: County Judge Jeff Branick
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

Jefferson County Sheriff
Sheriff Zena Stephens
1001 Pearl Street
Beaumont, Texas 77701

15.02 Notices to Operator shall be delivered or sent as follows:

LaSalle Corrections VI, LLC
Attention: Tim Kurpiewski
26228 Ranch Road 12
Dripping Springs, Texas 78620

## XVI. EXECUTION AUTHORITY

16.01 By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable party hereto, and has the necessary authority to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

## XII. AMENDMENT

17.01 This Agreement may be amended only by a written instrument specifically purporting to amend this Agreement and executed by all parties hereto.

## XVII. ENTIRE AGREEMENT

18.01 This Agreement constitutes the sole and only Operation, Management and Lease Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

SIGNED this day of , 2018.

Honorable Jeff Branick
Jefferson County, Texas

ATTEST:

Carolyn Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

APPROVED:

Zena Stephens
Jefferson County Sheriff

OPERATOR
LaSalle Corrections VI, LLC

By: _____

Print Name: Tim Kurpiewski

Title: CFO 11-28-18

# JEFFERSON COUNTY DOWNTOWN JAIL

## OPERATION, MANAGEMENT, AND LEASE AGREEMENT

## EXHIBIT A

**Jefferson County Downtown Jail Facility**

**Lease Payment**

| Non-County Population | | Lease | Utility | Phone | Total | Annual Revenue(4) | |
|---|---|---|---|---|---|---|---|
| from | to | Rate (1) | Fee (2) | Rate (3) | Rate | from | to |
| 0 | 99 | $ 35,000 | $ 1.25 | $ 1.00 | $ 2.25 | $ 35,000 | $ 116,304 |
| 100 | 299 | $ 35,000 | $ 1.25 | $ 1.00 | $ 2.25 | $ 117,125 | $ 280,554 |
| 300 | 399 | $ 1.25 | $ 1.25 | $ 1.00 | $ 3.50 | $ 383,250 | $ 509,723 |
| 400 | 454 | $ 2.25 | $ 1.25 | $ 1.00 | $ 4.50 | $ 657,000 | $ 745,695 |
| 455 | 479 | $ 3.25 | $ 1.25 | $ 1.00 | $ 5.50 | $ 913,413 | $ 961,593 |
| 480 | 501 | $ 4.25 | $ 1.25 | $ 1.00 | $ 6.50 | $ 1,138,800 | $ 1,188,623 |

(1) Lease rate represents the total rate per inmate day paid to the County for inmates housed at the Jefferson County Downtown Jail Facility by the Operator.

(2) Utility Rate is the total rate per inmate day paid to the County for reimbursement of utility services paid by the Operator for service at the Jefferson County downtown jail facility.

(3) Phone Rate is an estimate rate of phone revenue received per inmate day for inmates housed at the Jefferson County Downtown Jail Facility and paid to the County directly by the phone vendor.

(4) Annual Revenue is the total revenue earned by Jefferson County for the housing of Non-County inmates at the Jefferson County Downtown Jail Facility. Revenue for populations above 300 would be calculated by taking the total non-County inmate days multiplied by the Total Rate. For populations less than 300 the revenue would be calculated by taking the Total Rate multiplied by the number of inmate days plus the minimum lease payment guarantee of $35,000. (For example, with an average population of 400 Non-County inmates, Jefferson County would earn revenue of $657,000 annually and for a population of 200 Non-County inmates, Jefferson County would earn $199,250 annually.)

# Certificate of Construction Completion

Project: Major Drive Extension From SH 124 to LaBelle Rd

Contract No.: IFB 16-008/JW

**This is to certify that** a final inspection of the project described below was conducted on the 12th day of June, 2017. Contract was entered into on the 20th day of June, 2016 between the county of Jefferson and ALLCO for the construction of a new location 4 lane roadway.

**This is to further certify that:**

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.

2. The sum of $0.00, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.

3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.

4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.

5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.

| | |
|---|---|
| Amount of Original Contract | $1,777,773.00 |
| Cumulative Change Orders | $ 60,830.55 |
| Final Amount of Contract | $1,838,603.55 |
| Net Amount Earned on Contract | $1,775,716.70 |
| Less Previous Payments | $1,664,938.36 |
| Less Deductions (from #2 above) | $ 0.00 |
| FINAL PAYMENT (Balance) | $ 110,778.34 |

7. The Final Payment above is now due and payable.

**Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:**

| Engineer | Contractor | Chief Elected Official |
|---|---|---|
| Steve Stafford | | |
| Title | PRESIDENT | PRESIDENT County Judge |
| | Title | Title |
| Jefferson County | ALLCO LLC | JEFFERSON |
| Firm | Firm | County |
| Steve Stafford | | |
| Signature | Signature | Signature |

ALLCO

Design Build
Construction Management
General Contractors

P.O. Box 3684, Beaumont, Texas 77704 Phone: 409-860-4459 Fax: 409-860-3857
Email: allco@allco.com

July 26, 2017

Jefferson County—Engineering
1149 Pearl St—5th Floor
Beaumont, TX 77701
Attn: Steve Stafford

Re: Jefferson County
Major Drive Extension
IFB 16-008/JW
Letter—Substantial Completion

Dear Mr. Stafford:

Allco hereby declares substantial completion for the above referenced project on June 12, 2017. Upon completion of the roadway and acceptance by the county the road was opened to traffic. All other work beyond this point is additional work at the request of the county or covered under warranty. No time beyond this date will be charged to this contract.

Please contact the undersigned if you have any questions or issues concerning this matter.

Respectfully,

Allco, LLC

Brandon Harrison

PROJECT: Major Drive Extension — Invoice #: 8026
OWNER: Jefferson County
CONTRACTOR: Allco, LLC — TX-783
ENGINEER: Jefferson County — Contract:

PERIOD END: November 29, 2018 — ESTIMATE NO.: Eleven (11)

SUMMARY OF PAYMENT VALUES FROM ATTACHED SCHEDULES

| | |
|---|---|
| Original Contract Amount | 1,777,773.00 |
| Approved Change Orders | 60,830.55 |
| Current Contract Amount | 1,838,603.55 |
| Total Value of Contract Performed | 1,716,304.50 |
| Extra Work on Approved Change Orders | 59,412.20 |
| Material on Hand | |
| Total Value of Work to Date | 1,775,716.70 |
| Less Amount Retained at 0% | |
| Net Amount Earned on Contract | 1,775,716.70 |
| Less Amount of Previous Invoices | 1,664,938.36 |
| BALANCE DUE THIS INVOICE | **110,778.34** |
| Percentage of Contract Invoiced to Date | 97% |

The undersigned contractor certifies that all work, including materials on hand, covered by this Periodic Payment have been completed of delivered in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodic Payments were issued and received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: ALLCO

BY: _____ DATE: 29-Nov-18
T.W. Harrison - President

Subscribed and sworn to before me this 29th day of November, 2018.

Notary Public: Mary Beth DeLord

MARY BETH DELORD
Notary Public, State Of Texas
My Commission Expires
04-12-2019

My Commission expires: April 12, 2019

Recommended for Payment by:

_____ Date

Approved for Payment by:

_____ Date

Approved for Payment by:

_____ Date

Approved for Payment by:

_____ Date

PROJECT: Major Drive Extension
OWNER: Jefferson County
CONTRACTOR: Allco, LLC
ENGINEER: Jefferson County

Contract:

PERIOD END: November 29, 2018

ESTIMATE NO.: Eleven (11)

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE | PER QTY | QTD | VALUE COMPLETED |
|---|---|---|---|---|---|---|---|---|
| 100 | **Preparing ROW** | 15 | ACRE | 2,800.00 | 42,000.00 | | 15 | 42,000.00 |
| 105 | **Removing Stab Base & Asph Pav (0-6")** | 6,192 | SY | 6.00 | 37,152.00 | | 6,192 | 37,152.00 |
| 110 | **Excavation (Rdway/Channel)** | 21,049 | CY | 9.25 | 194,703.25 | | 15,007 | 138,814.75 |
| 164 | **Cell Fbr Mulch Seed (Perm)(Rural)(Clay)** | 72,193 | SY | 0.34 | 24,545.62 | | 72,193 | 24,545.62 |
| 247 | **Flex Base (Compl In Place)(Ty A, Gr 2)(12")** | 38,335 | SY | 18.00 | 690,030.00 | | 38,335 | 690,030.00 |
| 260-06 | **Lime Trt (Exst Matl)(6")** | 40,327 | SY | 3.50 | 141,144.50 | | 40,327 | 141,144.50 |
| 260-60 | **Lime (Hydrated/Commercial)(Slurry)** | 871 | TON | 175.00 | 152,425.00 | | 871 | 152,425.00 |
| 310 | **Prime Coat (MC-30 or AE-P)** | 9,584 | GAL | 5.00 | 47,920.00 | | 9,584 | 47,920.00 |
| 316-10 | **Asph (CRS-2)** | 28,752 | GAL | 3.80 | 109,257.60 | | 28,752 | 109,257.60 |
| 316-79 | **Aggr (Ty-D, Gr-3)** | 366 | CY | 190.02 | 69,547.32 | | 366 | 69,547.32 |
| 316-50 | **Aggr (Ty-D, Gr-4)** | 320 | CY | 190.00 | 60,800.00 | | 320 | 60,800.00 |
| 464-05 | **RCP (CL III)(24")** | 206 | LF | 65.00 | 13,390.00 | | 206 | 13,390.00 |
| 464-09 | **RCP (CL III)(36")** | 224 | LF | 85.00 | 19,040.00 | | 224 | 19,040.00 |
| 467-27 | **SET (Ty II)(36")(RCP)(4:1)** | 8 | EA | 1,962.50 | 15,700.00 | | 8 | 15,700.00 |
| 467-36 | **SET (Ty II)(24")(RCP)(6:1)** | 2 | EA | 1,650.00 | 3,300.00 | | 2 | 3,300.00 |
| 467-88 | **SET (Ty II)(24")(RCP)(6:1)(P)** | 8 | EA | 1,262.50 | 10,100.00 | | 8 | 10,100.00 |
| 472-05 | **Remove/Re-Lay Pipe (24")** | 48 | LF | 45.00 | 2,160.00 | | 48 | 2,160.00 |
| 472-09 | **Remove/Re-Lay Pipe (36")** | 32 | LF | 65.00 | 2,080.00 | | | |
| 496-07 | **Remove Str (Pipe)** | 32 | LF | 46.00 | 1,472.00 | | 32 | 1,472.00 |
| 500 | **Mobilization** | 1 | LS | 75,974.37 | 75,974.37 | | 100% | 75,974.37 |
| 502 | **Barricades/Signs/Traf Handling** | 12 | MOS | 750.00 | 9,000.00 | | 12 | 9,000.00 |
| 530 | **Driveways (Conc)** | 77 | SY | 145.00 | 11,165.00 | | 77 | 11,165.00 |
| 540 | **Mtl W-Beam Gd Fenc (Steel Post)** | 37.50 | LF | 110.00 | 4,125.00 | | 37.50 | 4,125.00 |
| 644-01 | **In Sm Rd Sn Sup & Am Ty10 Bwg (1) SA(P)** | 17 | EA | 489.00 | 8,313.00 | | 17 | 8,313.00 |
| 644-04 | **In Sm Rd Sn Sup & Am Ty10 Bwg (1) SA(T)** | 3 | EA | 631.00 | 1,893.00 | | 3 | 1,893.00 |
| 644-06 | **In Sm Rd Sn Sup & Am Ty10 Bwg (1) SA(U)** | 2 | EA | 786.00 | 1,572.00 | | 2 | 1,572.00 |
| 658 | **Instl Om Assm (OM-4)(TWT)(WAS)** | 4 | EA | 429.00 | 1,716.00 | | 4 | 1,716.00 |
| 666-12 | **Refl Pav Mrk Ty1 (W) 4"(Sld)(100mil)** | 18,973 | LF | 0.42 | 7,968.66 | | 18,973 | 7,968.66 |
| 666-36 | **Refl Pav Mrk Ty1 (W) 8"(Sld)(100mil)** | 480 | LF | 1.30 | 624.00 | | 480 | 624.00 |
| 666-48 | **Refl Pav Mrk Ty1 (W) 24"(Sld)(100mil)** | 78 | LF | 13.00 | 1,014.00 | | 78 | 1,014.00 |
| 666-54 | **Refl Pav Mrk Ty1 (W)(Arrow)(100mil)** | 8 | EA | 205.00 | 1,640.00 | | 8 | 1,640.00 |
| 666-96 | **Refl Pav Mrk Ty1 (W)(Word)(100mil)** | 8 | EA | 315.00 | 2,520.00 | | 8 | 2,520.00 |
| 666-02 | **Refl Pav Mrk Ty1 (W) 36"(Yld Tri)(100mil)** | 20 | EA | 77.00 | 1,540.00 | | 20 | 1,540.00 |
| 666-05 | **Refl Pav Mrk Ty1 (W) 4"(Brk)(100mil)** | 1,630 | LF | 0.44 | 717.20 | | 1,630 | 717.20 |
| 666-11 | **Refl Pav Mrk Ty1 (W) 4"(Sld)(100mil)** | 8,374 | LF | 0.42 | 3,517.08 | | 8,374 | 3,517.08 |
| 666-32 | **Refl Pav Mrk Ty1 (Y) 24"(Sld)(100mil)** | 77 | LF | 13.00 | 1,001.00 | | 77 | 1,001.00 |
| 672-12 | **Refl Pav Mrkr Ty I-C** | 49 | EA | 6.60 | 323.40 | | 49 | 323.40 |
| 672-15 | **Refl Pav Mrkr Ty II-A-A** | 324 | EA | 5.50 | 1,782.00 | | 324 | 1,782.00 |
| 1122-37 | **Temp Sed Control Fence Instl** | 920 | LF | 3.00 | 2,760.00 | | 220 | 660.00 |
| 1122-57 | **Temp Sed Control Fence Remove** | 920 | LF | 2.00 | 1,840.00 | | 220 | 440.00 |
| TOTAL FOR PROJECT | | | | | 1,777,773.00 | | | 1,716,304.50 |

PROJECT: Major Drive Extension
OWNER: Jefferson County
CONTRACTOR: Allco, LLC
ENGINEER: Jefferson County

Contract:

PERIOD END: November 29, 2018

ESTIMATE NO.: Eleven (11)

| C/O ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE | PER QTY | QTD | VALUE COMPLETED |
|---|---|---|---|---|---|---|---|---|
| | Change Order No. 1 | | | | | | | |
| | Embankment | 4,507 | CY | 16.15 | 72,788.05 | | 4,478 | 72,319.70 |
| | Change Order No. 2 | | | | | | | |
| | Remove Stab Base & Asph Pav | (1,083) | SY | 6.00 | (6,498.00) | | (1,083) | (6,498.00) |
| | Reduce Flex Base | (1,083) | SY | 18.00 | (19,494.00) | | (1,083) | (19,494.00) |
| | Reduce Lime Treatment | (1,083) | SY | 3.50 | (3,790.50) | | (1,083) | (3,790.50) |
| | Reduce Lime Slurry | (23) | TONS | 175.00 | (4,025.00) | | (23) | (4,025.00) |
| | Change Order No. 3 | | | | | | | |
| | Additional Aggregate (Gr4) | 115 | CY | 190.00 | 21,850.00 | 110 | 110 | 20,900.00 |
| | TOTAL CHANGE ORDERS | | | | 60,830.55 | | | 59,412.20 |

# JEFFERSON COUNTY PURCHASING DEPARTMENT

***Deborah Clark, Purchasing Agent***

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456


## MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: December 5, 2018

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
December 10, 2018

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|---|---|---|---|
| | | | |
| COUNTY CLERK | FUJITSU FI-6770A SCANNER | | 36011 |
| contact person: Theresa Goodness | | | |
| | | | |
| 279th DISTRICT COURT | BROTHER INTELLIFAX 2920 | U61326G8N632799 | |
| 279th DISTRICT COURT | BLUE DESK CHAIR | | 13281 |
| contact person: Renee Murrell | | | |
| | | | |
| SHERIFF - P.A. | HP OFFICEJET PRO 8100 PRINTER | CN43AFV0B2 | |
| SHERIFF - P.A. | HP OFFICEJET PRO 8600 PRINTER | CN24KBT0Q7 | |

Approved by Commissioners' Court: _____

# ATTACHMENT A

## IFB 18-048/YS
## Hurricane Harvey Repairs for Ben J. Rogers Visitors Center
## Opening Date: Tuesday, December 4, 2018

| | |
|---|---|
| Daniels Building & Construction<br>PO Box 20878<br>Beaumont TX 77720<br>Attn: Lance Barnett<br>lanceusall@gmail.com<br>ph: 409-727-5673<br>fx: 409-727-2905 | $107,150.00<br>(+$5,916.00 for impact doors)<br><br>= **$113.066.00** |

**JEFFERSON COUNTY**
**Management Information Systems**

**Paul Helegda**
Director

# MEMORANDUM

**To:** Patrick Swain, County Auditor

**From:** Paul Helegda – MIS Director PH

**Date:** December 4, 2018

**Subject:** Transfer of Funds

---

I am requesting a budget transfer; please transfer $9500 to the Capital Outlay / Furniture & Fixtures to replace the computer room AC unit:

| | | | |
|---|---|---|---|
| 120-1025-415-60-22 | Capital Outlay / Furniture & Fixtures | $9500 | |
| 120-1025-415-10-02 | Salaries and Wages / Assistants & Clerks | | $9500 |

Please contact me if you have any questions.

Thank You!!

comfort | excellence

**Carrier Enterprise, LLC**
16230 Port Northwest
(P) 713-939-6024
(F)

# EQUIPMENT QUOTATION

| | | | |
|---|---|---|---|
| Attention: | ALL BIDDERS | Date: | 10/31/2018 |
| Job Name: | **Jefferson County** | Quote Number: | TC169 |
| Job Location: | , TX | Engineer: | (No Contact) |

We at Carrier Enterprise are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

| Mark For | Qty | Model Number | Description | Unit Sell | Total Sell |
|---|---|---|---|---|---|
| 5 Ton AH 460-3 | 1 | 50XCR06BAPF6FA-1AA | 5 Tons Cooling<br>♦ *5 Tons*<br>♦ *460-3-60* | $5,187.00 | $5,187.00 |
| Unit 1 | 1 | 09XC06BD6A1-- | Air-Cooled Remote Condenser 5 Tons Cooling 460-3-60 | $4,165.00 | $4,165.00 |

**Total Net Sell Price excluding sales tax: $9,352.00**

## QUOTATION NOTES:

- *Only quoted product above*
- *Allow 5-6 week lead time for both units*

**Excluding:**

- **Temperature controls except as noted above**
- **Disconnects, Convenience outlets**
- **Refrigerant Specialties (except TXV)**

**SPECIAL NOTES:**

1. Above price is firm and will remain in effect for 30 days.
2. No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
3. All orders subject to credit acceptance.
4. Compliance to local codes neither guaranteed nor implied.
5. Carrier Enterprise, LLC does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
6. Any work or material furnished at Carrier Enterprise's expense, must have written authorization and approval from Carrier Enterprise prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

**Terrance CofieldB**

Phone #: 713-939-6024
Fax #:
terrance.cofield@carrierenterprise.com

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| JURY FUND | | | |
| TRI-CITY COFFEE SERVICE | 242.55 | 453680 | |
| | | | 242.55** |
| ROAD & BRIDGE PCT.#1 | | | |
| SANITARY SUPPLY, INC. | 282.00 | 453662 | |
| UNITED STATES POSTAL SERVICE | .82 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 352.82** |
| ROAD & BRIDGE PCT.#2 | | | |
| SPIDLE & SPIDLE | 5,181.30 | 453593 | |
| CERTIFIED LABORATORIES | 341.70 | 453605 | |
| M&D SUPPLY | 66.08 | 453641 | |
| MID-COUNTY ALTERNATOR | 125.00 | 453642 | |
| MUNRO'S | 60.00 | 453645 | |
| TRI-CITY FASTENER & SUPPLY | 55.65 | 453679 | |
| ACADIAN HARDWOODS, BEAUMONT | 931.50 | 453716 | |
| BUMPER TO BUMPER | 114.24 | 453727 | |
| NEW WAVE WELDING TECHNOLOGY | 6.82 | 453740 | |
| INTERSTATE ALL BATTERY CENTER - BMT | 251.90 | 453746 | |
| DE LAGE LANDEN PUBLIC FINANCE | 90.00 | 453761 | |
| ASCO | 363,070.89 | 453778 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 149.50 | 453785 | |
| MARTIN MARIETTA MATERIALS | 290.10 | 453805 | |
| | | | 370,734.68** |
| ROAD & BRIDGE PCT. # 3 | | | |
| FARM & HOME SUPPLY | 13.19 | 453621 | |
| ENTERGY | 284.10 | 453628 | |
| MUNRO'S | 23.40 | 453645 | |
| OFFICE DEPOT | 270.27 | 453649 | |
| AT&T | 76.58 | 453669 | |
| WESTEND HARDWARD CO | 2.69 | 453710 | |
| DE LAGE LANDEN PUBLIC FINANCE | 140.00 | 453761 | |
| NORTHERN TOOL AND EQUIPMENT | 219.98 | 453763 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 37.00 | 453785 | |
| FELIX AAA AUTO & TRUCK PARTS LLC | 16.62 | 453808 | |
| | | | 1,083.83** |
| ROAD & BRIDGE PCT.#4 | | | |
| CITY OF BEAUMONT - LANDFILL | 50.00 | 453600 | |
| ENTERGY | 20.00 | 453628 | |
| MUNRO'S | 169.66 | 453645 | |
| PARTS EXCHANGE COMPANY, INC. | 239.00 | 453650 | |
| SMART'S TRUCK & TRAILER, INC. | 145.20 | 453666 | |
| W. JEFFERSON COUNTY M.W.D. | 62.82 | 453683 | |
| UNITED STATES POSTAL SERVICE | 2.42 | 453704 | |
| 4IMPRINT, INC. | 291.47 | 453709 | |
| EVERETT D ALFRED | 84.47 | 453719 | |
| REECE SUPPLY COMPANY | 650.00 | 453722 | |
| INTERSTATE ALL BATTERY CENTER - BMT | 280.90 | 453746 | |
| DE LAGE LANDEN PUBLIC FINANCE | 229.79 | 453761 | |
| ON TIME TIRE | 178.98 | 453770 | |
| ASCO | 309.09 | 453778 | |
| NATIONAL PEN CO LLC | 157.94 | 453781 | |
| O'REILLY AUTO PARTS | 53.92 | 453845 | |
| | | | 2,925.66** |
| ENGINEERING FUND | | | |
| OFFICE DEPOT | 144.98 | 453649 | |
| TRI-CITY COFFEE SERVICE | 118.20 | 453680 | |
| DE LAGE LANDEN PUBLIC FINANCE | 460.94 | 453761 | |
| | | | 724.12** |
| PARKS & RECREATION | | | |
| CITY OF PORT ARTHUR - WATER DEPT. | 79.62 | 453607 | |
| ENTERGY | 8.76 | 453628 | |
| AT&T | 29.38 | 453669 | |
| W. JEFFERSON COUNTY M.W.D. | 54.28 | 453683 | |
| | | | 172.04** |
| GENERAL FUND | | | |
| TAX OFFICE | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| OFFICE DEPOT | 829.67 | 453649 | |
| ACE IMAGEWEAR | 21.22 | 453665 | |
| SOUTHEAST TEXAS WATER | 265.50 | 453667 | |
| AT&T | 109.41 | 453669 | |
| UNITED STATES POSTAL SERVICE | 1,369.19 | 453704 | |
| UNITED STATES POSTAL SERVICE | 33.84 | 453705 | |
| DE LAGE LANDEN PUBLIC FINANCE | 370.00 | 453761 | |
| PEREGRINE SERVICES INC | 16,263.12 | 453833 | |
| | | | 19,261.95* |
| COUNTY HUMAN RESOURCES | | | |
| MOORMAN & ASSOCIATES, INC. | 1,050.00 | 453644 | |
| OFFICE DEPOT | 69.98 | 453649 | |
| PINNACLE EMPLOYEE TESTING | 135.00 | 453653 | |
| PRE CHECK, INC. | 439.00 | 453697 | |
| UNITED STATES POSTAL SERVICE | .82 | 453704 | |
| SIERRA SPRING WATER CO. - BT | 45.20 | 453707 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 200.00 | 453815 | |
| | | | 2,010.00* |
| AUDITOR'S OFFICE | | | |
| SOUTHEAST TEXAS WATER | 29.95 | 453667 | |
| UNITED STATES POSTAL SERVICE | 7.61 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 107.56* |
| COUNTY CLERK | | | |
| SOUTHERN COMPUTER WAREHOUSE | 1,202.25 | 453599 | |
| KIRKSEY'S SPRINT PRINTING | 70.10 | 453639 | |
| OFFICE DEPOT | 122.42 | 453649 | |
| ULINE SHIPPING SUPPLY SPECIALI | 36.72 | 453681 | |
| UNITED STATES POSTAL SERVICE | 250.31 | 453704 | |
| UNITED STATES POSTAL SERVICE | 38.24 | 453705 | |
| DE LAGE LANDEN PUBLIC FINANCE | 1,052.82 | 453761 | |
| | | | 2,772.86* |
| COUNTY JUDGE | | | |
| CHEROKEE COUNTY CLERK | 602.00 | 453611 | |
| CATHERINE BRUNEY | 500.00 | 453632 | |
| KIMBERLY PHELAN, P.C. | 500.00 | 453732 | |
| HARVEY L WARREN III | 500.00 | 453750 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| SNIDER LAW FIRM PLLC | 500.00 | 453789 | |
| JAN GIROUARD & ASSOCIATES LLC | 400.00 | 453814 | |
| JOSEPH MUCKLEROY | 500.00 | 453823 | |
| BAILEY REYES, PLLC | 500.00 | 453842 | |
| WRIGHT PITRE & FREIMUTH PLLC | 500.00 | 453843 | |
| | | | 4,572.00* |
| RISK MANAGEMENT | | | |
| UNITED STATES POSTAL SERVICE | 4.10 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 74.10* |
| COUNTY TREASURER | | | |
| UNITED STATES POSTAL SERVICE | 69.47 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 331.89 | 453761 | |
| | | | 401.36* |
| PRINTING DEPARTMENT | | | |
| CIT TECHNOLOGY FINANCING SERVICE | 998.00 | 453739 | |
| DE LAGE LANDEN PUBLIC FINANCE | 1,200.00 | 453761 | |
| | | | 2,198.00* |
| PURCHASING DEPARTMENT | | | |
| BEAUMONT ENTERPRISE | 1,753.00 | 453618 | |
| PORT ARTHUR NEWS, INC. | 958.88 | 453654 | |
| UNITED STATES POSTAL SERVICE | 15.24 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 2,797.12* |
| GENERAL SERVICES | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| CASH ADVANCE ACCOUNT | 65.00 | 453636 | |
| LTS WIRELESS, LTD | 2,570.00 | 453640 | |
| INTERFACE EAP | 1,354.05 | 453687 | |
| ADVANCED STAFFING | 58.50 | 453688 | |
| VERIZON WIRELESS | 303.92 | 453700 | |
| SPOK INC | 3.00 | 453794 | |
| RR DONNELLEY | 632.24 | 453810 | |
| BECKER GALLAGHER LEGAL PUBLISHING | 822.62 | 453840 | |
| | | | 5,809.33* |
| DATA PROCESSING | | | |
| OFFICE DEPOT | 291.53 | 453649 | |
| CDW COMPUTER CENTERS, INC. | 50.86 | 453693 | |
| JEFFERSON COUNTY CREDIT CARDS | 933.80 | 453752 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| SPOK INC | 12.09 | 453794 | |
| | | | 1,358.28* |
| VOTERS REGISTRATION DEPT | | | |
| OFFICE DEPOT | 287.99 | 453649 | |
| UNITED STATES POSTAL SERVICE | 250.10 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| AMG PRINTING & MAILING LLC | 1,083.29 | 453832 | |
| | | | 1,691.38* |
| ELECTIONS DEPARTMENT | | | |
| HART INTER CIVIC | 49.18 | 453631 | |
| PORT ARTHUR NEWS, INC. | 82.45 | 453654 | |
| UNITED STATES POSTAL SERVICE | 193.64 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 271.65 | 453761 | |
| SONNY'S BBQ II | 326.25 | 453799 | |
| ENYAP ONE LLC | 394.80 | 453820 | |
| | | | 1,317.97* |
| DISTRICT ATTORNEY | | | |
| UNITED STATES POSTAL SERVICE | 88.73 | 453704 | |
| PCM-G | 622.80 | 453745 | |
| DE LAGE LANDEN PUBLIC FINANCE | 480.00 | 453761 | |
| | | | 1,191.53* |
| DISTRICT CLERK | | | |
| OFFICE DEPOT | 1,119.98 | 453649 | |
| UNITED STATES POSTAL SERVICE | 460.01 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 1,649.99* |
| CRIMINAL DISTRICT COURT | | | |
| DAVID W BARLOW | 4,375.00 | 453603 | |
| DONALD W. DUESLER & ASSOC. | 8,750.00 | 453615 | |
| MARSHA NORMAND | 8,750.00 | 453646 | |
| OFFICE DEPOT | 206.09 | 453649 | |
| KEVIN PAULA SEKALY PC | 8,750.00 | 453664 | |
| KEVIN S. LAINE | 2,437.50 | 453689 | |
| UNITED STATES POSTAL SERVICE | 8.03 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 441.64 | 453761 | |
| | | | 33,718.26* |
| 58TH DISTRICT COURT | | | |
| OFFICE DEPOT | 252.28 | 453649 | |
| SOUTHEAST TEXAS WATER | 29.95 | 453667 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| GALLS LLC | 83.96 | 453801 | |
| | | | 436.19* |
| 60TH DISTRICT COURT | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 70.00* |
| 136TH DISTRICT COURT | | | |
| LEXIS-NEXIS | 69.00 | 453706 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 139.00* |
| 172ND DISTRICT COURT | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| NCRA MEMBERSHIP RENEWAL | 270.00 | 453764 | |
| | | | 340.00* |
| 252ND DISTRICT COURT | | | |
| DAVID GROVE | 125.00 | 453594 | |
| DAVID W BARLOW | 5,875.00 | 453603 | |
| THOMAS J. BURBANK PC | 2,798.09 | 453604 | |
| OFFICE DEPOT | 86.69 | 453649 | |
| WENDELL RADFORD | 900.00 | 453657 | |
| MIKE VAN ZANDT | 8,750.00 | 453682 | |
| KEVIN S. LAINE | 2,437.50 | 453689 | |
| UNITED STATES POSTAL SERVICE | 91.12 | 453704 | |
| ALLEN PARKER | 8,750.00 | 453749 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| TURK LAW FIRM | 1,427.21 | 453774 | |
| STEVEN GREENE | 889.42 | 453786 | |
| SAMUEL & SON LAW FIRM PLLC | 3,525.00 | 453796 | |
| SAMUEL & SON LAW FIRM PLLC | 8,750.00 | 453797 | |
| THOMAS WILLIAM KELLEY | 13,717.42 | 453819 | |
| | | | 58,192.45* |
| 279TH DISTRICT COURT | | | |
| PHILLIP DOWDEN | 700.00 | 453598 | |
| ANITA F. PROVO | 200.00 | 453656 | |
| NATHAN REYNOLDS, JR. | 150.00 | 453658 | |
| CHARLES ROJAS | 100.00 | 453695 | |
| JOEL WEBB VAZQUEZ | 900.00 | 453725 | |
| RONALD PLESSALA | 325.00 | 453742 | |
| JONATHAN L. STOVALL | 100.00 | 453756 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| ALICIA K HALL | 100.00 | 453767 | |
| WILLIAM FORD DISHMAN | 500.00 | 453787 | |
| DANE DENNISON | 83.33 | 453791 | |
| LAW OFFICE OF J SCOTT FREDERICK | 200.00 | 453800 | |
| GORDON D FRIESZ | 200.00 | 453806 | |
| WRIGHT PITRE & FREIMUTH PLLC | 200.00 | 453843 | |
| | | | 3,828.33* |
| 317TH DISTRICT COURT | | | |
| JEFFERSON COUNTY CREDIT CARDS | 204.76 | 453752 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 274.76* |
| JUSTICE COURT-PCT 1 PL 1 | | | |
| UNITED STATES POSTAL SERVICE | 24.93 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 90.00 | 453761 | |
| | | | 114.93* |
| JUSTICE COURT-PCT 1 PL 2 | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 70.00* |
| JUSTICE COURT-PCT 4 | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 90.00 | 453761 | |
| | | | 90.00* |
| JUSTICE COURT-PCT 6 | | | |
| OFFICE DEPOT | 325.43 | 453649 | |
| UNITED STATES POSTAL SERVICE | 36.95 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 432.38* |
| JUSTICE COURT-PCT 7 | | | |
| AT&T | 32.47 | 453669 | |
| | | | 32.47* |
| JUSTICE OF PEACE PCT. 8 | | | |
| TEXAS STATE UNIVERSITY SAN MARS | 150.00 | 453668 | |
| UNITED STATES POSTAL SERVICE | 93.38 | 453705 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 313.38* |
| COUNTY COURT AT LAW NO.1 | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| UNITED STATES POSTAL SERVICE | .82 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 245.92 | 453761 | |
| | | | 246.74* |
| COUNTY COURT AT LAW NO. 2 | | | |
| PETER DOYLE | 250.00 | 453614 | |
| UNITED STATES POSTAL SERVICE | 15.91 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 335.91* |
| COUNTY COURT AT LAW NO. 3 | | | |
| A. MARK FAGGARD | 250.00 | 453620 | |
| MARVA PROVO | 250.00 | 453655 | |
| JOHN D WEST | 250.00 | 453696 | |
| UNITED STATES POSTAL SERVICE | 7.34 | 453704 | |
| LANGSTON ADAMS | 250.00 | 453717 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 1,077.34* |
| COURT MASTER | | | |
| LEXIS-NEXIS | 68.00 | 453706 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 138.00* |
| MEDIATION CENTER | | | |
| UNITED STATES POSTAL SERVICE | 11.42 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 81.42* |
| COMMUNITY SUPERVISION | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 280.00 | 453761 | |
| | | | 280.00* |
| SHERIFF'S DEPARTMENT | | | |
| EQUINE MEDICINE & SURGERY | 28.00 | 453619 | |
| FAST SIGNS, INC. | 3.00 | 453622 | |
| FED EX | 79.17 | 453623 | |
| JEFFERSON CTY. SHERIFF'S DEPARTMENT | 700.00 | 453633 | |
| CASH ADVANCE ACCOUNT | 1,839.91 | 453636 | |
| KAY ELECTRONICS, INC. | 321.00 | 453638 | |
| KIRKSEY'S SPRINT PRINTING | 24.95 | 453639 | |
| B.C. MILLER ELECTRIC, INC. | 150.00 | 453643 | |
| MOORMAN & ASSOCIATES, INC. | 1,050.00 | 453644 | |
| OFFICE DEPOT | 758.60 | 453649 | |
| SABINE NECHES CHIEFS ASSOCIATION | 250.00 | 453661 | |
| AT&T | 342.86 | 453669 | |
| KEESHA GUILLORY | 300.00 | 453690 | |
| UNITED STATES POSTAL SERVICE | 1,523.42 | 453704 | |
| LOWE'S HOME CENTERS, INC. | 174.46 | 453714 | |
| XM SATELLITE RADIO | 1,201.88 | 453730 | |
| JEFFERSON COUNTY CREDIT CARDS | 88.50 | 453752 | |
| DE LAGE LANDEN PUBLIC FINANCE | 800.00 | 453761 | |
| BEST BUY BUSINESS ADVANTAGE ACCOUNT | 348.94 | 453788 | |
| GALLS LLC | 1,112.29 | 453801 | |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 50.00 | 453815 | |
| AXON ENTERPRISE INC | 5,780.00 | 453825 | |
| FANNETT VETERINARY CLINIC | 168.99 | 453839 | |
| | | | 17,095.97* |
| CRIME LABORATORY | | | |
| AGILENT TECHNOLOGIES | 302.00 | 453596 | |
| FED EX | 39.79 | 453623 | |
| FISHER SCIENTIFIC | 337.30 | 453624 | |
| OFFICE DEPOT | 57.32 | 453649 | |
| SANITARY SUPPLY, INC. | 69.09 | 453662 | |
| HENRY SCHEIN, INC. | 101.30 | 453663 | |
| VERIZON WIRELESS | 75.98 | 453701 | |
| CAYMAN CHEMICAL COMPANY | 71.00 | 453751 | |
| DE LAGE LANDEN PUBLIC FINANCE | 90.00 | 453761 | |
| RDB SERVICES | 500.00 | 453766 | |
| LABSOURCE | 46.95 | 453812 | |
| STERICYCLE, INC | 35.00 | 453841 | |
| | | | 1,725.73* |
| JAIL - NO. 2 | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| AAA LOCK & SAFE | 265.50 | 453592 | |
| AVIALL | 382.54 | 453601 | |
| ECOLAB | 284.95 | 453616 | |
| ENTERGY | 31,074.84 | 453628 | |
| JACK BROOKS REGIONAL AIRPORT | 1,360.80 | 453635 | |
| CASH ADVANCE ACCOUNT | 461.92 | 453636 | |
| M&D SUPPLY | 256.64 | 453641 | |
| OFFICE DEPOT | 1,091.85 | 453649 | |
| SANITARY SUPPLY, INC. | 1,150.40 | 453662 | |
| AT&T | 987.83 | 453669 | |
| TEXAS DEPT OF LICENSING & | 40.00 | 453677 | |
| MCKESSON MEDICAL-SURGICAL INC | 1,723.82 | 453694 | |
| LOWE'S HOME CENTERS, INC. | 135.77 | 453714 | |
| C S & A - FRANKLIN | 10,108.00 | 453726 | |
| WORLD FUEL SERVICES | 3,481.90 | 453748 | |
| JEFFERSON COUNTY CREDIT CARDS | 44.85 | 453752 | |
| DE LAGE LANDEN PUBLIC FINANCE | 1,280.00 | 453761 | |
| EPIC CARD SERVICES LLC | 1,608.56 | 453772 | |
| CONSTELLATION NEWENERGY - GAS DIVIS | 1,676.88 | 453777 | |
| MATERA PAPER COMPANY INC | 2,682.75 | 453779 | |
| KROPP HOLDINGS INC | 3,143.09 | 453784 | |
| ENTERPRISE RENT A CAR COMPANY | 79.05 | 453792 | |
| GALLS LLC | 272.00 | 453801 | |
| TEXAS PRISONER TRANSPORTATION SERVI | 750.50 | 453817 | |
| FOOD MARKETING CONCEPTS INC | 10,473.92 | 453827 | |
| NATIONAL FOOD GROUP INC | 4,405.58 | 453830 | |
| O'REILLY AUTO PARTS | 7.98 | 453845 | |
| | | | 79,231.92* |
| JUVENILE PROBATION DEPT. | | | |
| OFFICE DEPOT | 104.61 | 453649 | |
| LARONDA TURNER | 113.36 | 453651 | |
| CHERYL TARVER | 65.40 | 453686 | |
| UNITED STATES POSTAL SERVICE | 9.11 | 453704 | |
| LYNN BIERHALTER | 148.79 | 453734 | |
| BRIA LYNCH | 34.88 | 453741 | |
| DE LAGE LANDEN PUBLIC FINANCE | 140.00 | 453761 | |
| ROXANA MITCHELL | 197.83 | 453804 | |
| CHRISTAL CHANNELL | 147.69 | 453809 | |
| KAYLAN BURTON | 240.34 | 453831 | |
| SHERONDA WHEELER | 107.36 | 453836 | |
| EDWIN JAY FRANK | 347.71 | 453837 | |
| CHARITY HIGHTOWER | 105.73 | 453838 | |
| | | | 1,762.81* |
| JUVENILE DETENTION HOME | | | |
| ENTERGY | 5,182.52 | 453628 | |
| SANITARY SUPPLY, INC. | 756.94 | 453662 | |
| AT&T | 693.38 | 453669 | |
| FLOWERS FOODS | 174.34 | 453723 | |
| BEN E KEITH FOODS | 3,364.45 | 453724 | |
| DE LAGE LANDEN PUBLIC FINANCE | 229.79 | 453761 | |
| A1 FILTER SERVICE COMPANY | 183.79 | 453765 | |
| WASTEWATER TRANSPORT SERVICES LLC | 918.00 | 453790 | |
| STERICYCLE, INC | 35.00 | 453841 | |
| | | | 11,538.21* |
| CONSTABLE PCT 1 | | | |
| OFFICE DEPOT | 181.51 | 453649 | |
| MOTOROLA SOLUTIONS INC | 255.00 | 453691 | |
| UNITED STATES POSTAL SERVICE | 71.97 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 323.13 | 453761 | |
| AXON ENTERPRISE INC | 188.00 | 453825 | |
| | | | 1,019.61* |
| CONSTABLE-PCT 4 | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 70.00* |
| CONSTABLE-PCT 6 | | | |
| UNITED STATES POSTAL SERVICE | 11.64 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 81.64* |
| CONSTABLE PCT. 8 | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| DE LAGE LANDEN PUBLIC FINANCE | 322.93 | 453761 | |
| | | | 322.93* |
| COUNTY MORGUE | | | |
| BJ TRANSPORT SERVICE, INC. | 8,525.00 | 453602 | |
| FMMS HOLDINGS OF TEXAS LLC | 63,000.00 | 453768 | |
| | | | 71,525.00* |
| AGRICULTURE EXTENSION SVC | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 200.00 | 453761 | |
| | | | 200.00* |
| HEALTH AND WELFARE NO. 1 | | | |
| CITY OF BEAUMONT | 40.00 | 453597 | |
| ENTERGY | 101.85 | 453629 | |
| UNITED STATES POSTAL SERVICE | 68.93 | 453704 | |
| DE LAGE LANDEN PUBLIC FINANCE | 372.43 | 453761 | |
| CENTERPOINT ENERGY RESOURCES | 54.91 | 453834 | |
| | | | 638.12* |
| HEALTH AND WELFARE NO. 2 | | | |
| CLAYBAR FUNERAL HOME, INC. | 1,500.00 | 453609 | |
| O.W. COLLINS APARTMENTS | 235.26 | 453610 | |
| ENTERGY | 70.00 | 453630 | |
| AT&T | 32.47 | 453669 | |
| UNITED STATES POSTAL SERVICE | 178.48 | 453705 | |
| DE LAGE LANDEN PUBLIC FINANCE | 140.00 | 453761 | |
| | | | 2,156.21* |
| NURSE PRACTITIONER | | | |
| OFFICE DEPOT | 199.78 | 453649 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| STERICYCLE, INC | 35.00 | 453841 | |
| | | | 304.78* |
| CHILD WELFARE UNIT | | | |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 211.30 | 453711 | |
| J.C. PENNEY'S | 1,686.48 | 453712 | |
| SEARS COMMERICAL CREDIT | 473.97 | 453713 | |
| | | | 2,371.75* |
| ENVIRONMENTAL CONTROL | | | |
| AT&T | 32.47 | 453669 | |
| TEXAS ON-SITE WASTEWATER TREATMENT | 130.00 | 453753 | |
| DE LAGE LANDEN PUBLIC FINANCE | 323.13 | 453761 | |
| | | | 485.60* |
| MAINTENANCE-BEAUMONT | | | |
| AAA LOCK & SAFE | 18.50 | 453592 | |
| CITY OF BEAUMONT - WATER DEPT. | 225.84 | 453606 | |
| GRAYBAR ELECTRIC COMPANY, INC. | 448.45 | 453627 | |
| ENTERGY | 162.43 | 453628 | |
| M&D SUPPLY | 33.21 | 453641 | |
| OFFICE DEPOT | 158.87 | 453649 | |
| RALPH'S INDUSTRIAL ELECTRONICS | 224.35 | 453660 | |
| SANITARY SUPPLY, INC. | 1,089.83 | 453662 | |
| ACE IMAGEWEAR | 2,652.46 | 453665 | |
| AT&T | 1,296.74 | 453669 | |
| TCT INDUSTRIES, INC. | 200.00 | 453675 | |
| TEXAS DEPT OF LICENSING & | 280.00 | 453678 | |
| CENTERPOINT ENERGY RESOURCES CORP | 6,905.88 | 453728 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 3,173.92 | 453771 | |
| WASTEWATER TRANSPORT SERVICES LLC | 35.00 | 453790 | |
| CLIMATEC LLC | 1,495.00 | 453803 | |
| AT&T | 12,847.94 | 453813 | |
| CINTAS CORPORATION | 132.23 | 453816 | |
| TEXAS AIRSYSTEMS LLC | 2,089.00 | 453844 | |
| | | | 33,539.65* |
| MAINTENANCE-PORT ARTHUR | | | |
| AT&T | 1,408.81 | 453669 | |
| HOWARD'S AUTO SUPPLY | 242.76 | 453692 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| TEXAS GAS SERVICE | 427.84 | 453720 | |
| DE LAGE LANDEN PUBLIC FINANCE | 140.00 | 453761 | |
| SUPPLYWORKS | 146.47 | 453802 | |
| | | | 2,072.94* |
| MAINTENANCE-MID COUNTY | | | |
| CITY OF NEDERLAND | 73.82 | 453608 | |
| RITTER @ HOME | 66.23 | 453659 | |
| ACE IMAGEWEAR | 97.23 | 453665 | |
| AT&T | 708.80 | 453669 | |
| W. JEFFERSON COUNTY M.W.D. | 50.46 | 453683 | |
| BUBBA'S AIR CONDITIONING | 4,950.00 | 453685 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| A1 FILTER SERVICE COMPANY | 99.50 | 453765 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 1,925.52 | 453785 | |
| BOSCO INDUSTRIES | 248.00 | 453818 | |
| | | | 8,289.56* |
| SERVICE CENTER | | | |
| MUNRO'S | 37.68 | 453645 | |
| PHILPOTT MOTORS, INC. | 152.65 | 453652 | |
| RITTER @ HOME | 4.17 | 453659 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 453698 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 453699 | |
| BUMPER TO BUMPER | 104.98 | 453727 | |
| AMERICAN TIRE DISTRIBUTORS | 466.56 | 453743 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| MIGHTY OF SOUTHEAST TEXAS | 106.87 | 453762 | |
| ACTION OVERHEAD DOOR | 189.50 | 453775 | |
| | | | 1,147.41* |
| VETERANS SERVICE | | | |
| UNITED STATES POSTAL SERVICE | 3.88 | 453705 | |
| HILARY GUEST | 100.17 | 453718 | |
| DE LAGE LANDEN PUBLIC FINANCE | 240.00 | 453761 | |
| | | | 344.05* |
| | | | 383,348.88** |
| MOSQUITO CONTROL FUND | | | |
| MUNRO'S | 41.73 | 453645 | |
| AT&T | 32.47 | 453669 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 144.20** |
| FEMA EMERGENCY | | | |
| MARTIN PRODUCT SALES LLC | 492.00 | 453735 | |
| GULF COAST | 551.15 | 453822 | |
| | | | 1,043.15** |
| FAMILY GROUP CONFERENCING | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| | | | 70.00** |
| J.C. FAMILY TREATMENT | | | |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 346.55 | 453711 | |
| PATRICIA VELASCO | 1,314.00 | 453811 | |
| | | | 1,660.55** |
| SECURITY FEE FUND | | | |
| GALLS LLC | 21.00 | 453801 | |
| KWP TELECOM LLC | 3,000.00 | 453807 | |
| | | | 3,021.00** |
| LAW LIBRARY FUND | | | |
| LEXISNEXIS MATTHEW BENDER | 1,116.38 | 453715 | |
| DE LAGE LANDEN PUBLIC FINANCE | 70.00 | 453761 | |
| THOMSON REUTERS-WEST | 98.00 | 453780 | |
| | | | 1,284.38** |
| EMPG GRANT | | | |
| JEFFERSON COUNTY CREDIT CARDS | 4,850.73 | 453752 | |
| | | | 4,850.73** |
| GRANT A STATE AID | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| CASH ADVANCE ACCOUNT | 210.00 | 453636 | |
| | | | 210.00** |
| COMMUNITY SUPERVISION FND | | | |
| OFFICE DEPOT | 62.94 | 453649 | |
| PAMELA G. STEWART | 6.04 | 453670 | |
| TIME WARNER COMMUNICATIONS | 90.03 | 453673 | |
| UNITED STATES POSTAL SERVICE | 36.51 | 453704 | |
| UNITED STATES POSTAL SERVICE | 143.82 | 453705 | |
| JEFFERSON COUNTY CREDIT CARDS | 193.49 | 453752 | |
| SAM'S CLUB DIRECT | 32.14 | 453773 | |
| | | | 564.97** |
| JEFF. CO. WOMEN'S CENTER | | | |
| CITY OF BEAUMONT - WATER DEPT. | 1,175.35 | 453606 | |
| JEFFERSON CTY. WOMEN'S CENTER | 14.99 | 453634 | |
| M&D SUPPLY | 70.90 | 453641 | |
| OFFICE DEPOT | 303.93 | 453649 | |
| SYSCO FOOD SERVICES, INC. | 1,180.71 | 453671 | |
| TIME WARNER COMMUNICATIONS | 37.95 | 453672 | |
| BEN E KEITH FOODS | 1,273.02 | 453724 | |
| CENTERPOINT ENERGY RESOURCES CORP | 442.02 | 453728 | |
| ROCHESTER ARMORED CAR CO INC | 125.83 | 453755 | |
| DE LAGE LANDEN PUBLIC FINANCE | 140.00 | 453761 | |
| MATERA PAPER COMPANY INC | 943.62 | 453779 | |
| SPOK INC | 16.44 | 453794 | |
| | | | 5,724.76** |
| MENTALLY IMPAIRED OFFEND. | | | |
| TRAZARRA STELLY | 51.78 | 453738 | |
| | | | 51.78** |
| COMMUNITY CORRECTIONS PRG | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 90.00 | 453761 | |
| | | | 90.00** |
| DRUG DIVERSION PROGRAM | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 80.00 | 453761 | |
| | | | 80.00** |
| LAW OFFICER TRAINING GRT | | | |
| GALLS LLC | 31.50 | 453801 | |
| | | | 31.50** |
| COUNTY CLERK - RECORD MGT | | | |
| MANATRON | 11,330.37 | 453737 | |
| | | | 11,330.37** |
| HOTEL OCCUPANCY TAX FUND | | | |
| THERMACON SERVICE | 475.00 | 453595 | |
| CITY OF BEAUMONT - WATER DEPT. | 102.03 | 453606 | |
| DELL MARKETING L.P. | 1,897.74 | 453613 | |
| MUNRO'S | 38.67 | 453645 | |
| FORD PARK | 91,948.00 | 453721 | |
| OAK LANE FARMS | 1,100.00 | 453747 | |
| DE LAGE LANDEN PUBLIC FINANCE | 315.00 | 453761 | |
| | | | 95,876.44** |
| DISTRICT CLK RECORDS MGMT | | | |
| DE LAGE LANDEN PUBLIC FINANCE | 140.00 | 453761 | |
| | | | 140.00** |
| CAPITAL PROJECTS FUND | | | |
| ALLCO, INC. | 110,778.34 | 453702 | |
| | | | 110,778.34** |
| AIRPORT FUND | | | |
| CITY OF NEDERLAND | 528.29 | 453608 | |
| EASTEX RUBBER & GASKET | 70.81 | 453617 | |
| FED EX | 43.71 | 453623 | |
| FITTZ & SHIPMAN, INC. | 4,125.00 | 453625 | |
| W.W. GRAINGER, INC. | 490.19 | 453626 | |
| JOHNSON CONTROLS, INC. | 800.00 | 453637 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|---|---|---|
| OFFICE DEPOT | 202.17 | 453649 | |
| SABINE NECHES CHIEFS ASSOCIATION | 250.00 | 453661 | |
| SANITARY SUPPLY, INC. | 434.98 | 453662 | |
| TIME WARNER COMMUNICATIONS | 95.49 | 453674 | |
| WHITE TUCKER COMPANY INC | 4,283.75 | 453684 | |
| BUBBA'S AIR CONDITIONING | 2,620.00 | 453685 | |
| UNITED STATES POSTAL SERVICE | 1.22 | 453704 | |
| LOWE'S HOME CENTERS, INC. | 229.12 | 453714 | |
| DISH NETWORK | 100.51 | 453736 | |
| ALLIED ELECTRICAL SYSTEMS&SOLUTIONS | 135.00 | 453744 | |
| SIGNATURE GROUP | 1,850.00 | 453757 | |
| DE LAGE LANDEN PUBLIC FINANCE | 140.00 | 453761 | |
| ACTION OVERHEAD DOOR | 8,877.50 | 453775 | |
| ADVANCE AUTO PARTS | 16.55 | 453776 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 4,340.22 | 453785 | |
| PETROLEUM MATERIALS LLC | 744.77 | 453793 | |
| EASTERN AVIATION FUELS INC | 122,896.08 | 453795 | |
| SUPPLYWORKS | 420.44 | 453802 | |
| WAUKESHA-PEARCE INDUSTRIES LLC | 41.66 | 453824 | |
| | | | 153,737.46** |
| AIRPORT IMPROVE. GRANTS | | | |
| ARCENEAUX WILSON & COLE LLC | 9,335.09 | 453798 | |
| GULF COAST | 115,010.80 | 453821 | |
| | | | 124,345.89** |
| SE TX EMP. BENEFIT POOL | | | |
| STANDARD INSURANCE COMPANY | 21,856.26 | 453731 | |
| RELIANCE STANDARD LIFE INSURANCE | 5,803.35 | 453733 | |
| GROUP ADMINISTRATIVE CONCEPTS INC | 886.00 | 453754 | |
| EXPRESS SCRIPTS INC | 78,289.28 | 453835 | |
| | | | 106,834.89** |
| SETEC FUND | | | |
| CURTIS 1000, INC. | 219.31 | 453612 | |
| | | | 219.31** |
| LIABILITY CLAIMS ACCOUNT | | | |
| STEVENS BALDO & LIGHTY PLLC | 6,481.70 | 453829 | |
| ELDA ANDERSON | 1,606.12 | 453846 | |
| | | | 8,087.82** |
| WORKER'S COMPENSATION FD | | | |
| TRISTAR RISK MANAGEMENT | 9,610.66 | 453729 | |
| | | | 9,610.66** |
| DISTRICT CRT RECORDS TECH | | | |
| WESTERN MICROGRAPHICS & IMAGING | 740.00 | 453769 | |
| | | | 740.00** |
| MARINE DIVISION | | | |
| CITY OF NEDERLAND | 20.65 | 453608 | |
| TEXAS DEPT OF LICENSING & | 20.00 | 453676 | |
| SIERRA SPRING WATER CO. - BT | 113.65 | 453708 | |
| AMERICAN TIRE DISTRIBUTORS | 43.50 | 453743 | |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 390.00 | 453771 | |
| PALMER POWER | 13.82 | 453782 | |
| PALMER POWER | 20,900.40 | 453783 | |
| VECTOR SECURITY | 39.95 | 453826 | |
| MICHAEL KINLAW | 358.00 | 453828 | |
| | | | 21,899.97** |
| SHERIFF-SPINDLETOP GRANT | | | |
| GALLS LLC | 82.00 | 453801 | |
| | | | 82.00** |
| | | | 1,422,094.75*** |

**Consider and possibly approve Out of State Travel Policy**

**Motion: Commissioner Alfred**

**Second: Commissioner Arnold**

**Approved**

## Out Of State Travel Policy

**When requesting approval <u>OUT OF STATE TRAVEL</u>, the department head or elected official should submit information, along with the request for approval as an agenda item that addresses the following questions:**

1. **Is the trip budgeted? If not, how is the trip to be funded?**
   ALL EXPENSES ARE FUNDED. THERE IS NO COST TO THE COUNTY EXCEPT FOR MILEAGE TO BUSH I.A.
2. **Is the training mandatory or does the training directly impact the employee's assigned job duties?**
   I AM APPOINTED AS COMMITTEE MEMBER TO THE EPA LOCAL GOVERNMENT ADVISORY COMMITTEE
3. **Does the benefit appear to be worth the cost?**
   YE
4. **Is the training available locally or within Texas at a lower cost?** NO

# ORDINANCE

| | | |
|---|---|---|
| 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 10th day of December, 2018, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Ordinance was adopted:

**ORDINANCE PROHIBITING MUNICIPAL OR INDUSTRIAL SOLID WASTE DISPOSAL IN CERTAIN AREAS OF JEFFERSON COUNTY, TEXAS**

**PREAMBLE**

**WHEREAS,** Section 363.112 of the Texas Health and Safety Code authorizes a county to prohibit the disposal of municipal or industrial solid waste in certain areas of the county; and

**WHEREAS,** Section 364.012 of the Texas Health and Safety Code authorizes a county to prohibit the disposal of municipal or industrial solid waste in the county If the disposal of the municipal or industrial solid waste is a threat to the public health, safety, and welfare; and

**WHEREAS,** the Commissioners Court of Jefferson County, Texas has a responsibility and the authority to take action to protect the public health, safety, and welfare of the citizens of Jefferson County; and

**WHEREAS,** the Commissioners Court of Jefferson County understands the importance of protecting floodplains from landfill development in order to protect ground water and surface water resources from contamination; and

**WHEREAS,** the Commissioners Court recognizes the need to protect emergency secondary water sources such as drainage systems constructed by the Jefferson County Drainage Districts, the Neches River, Hillebrandt Bayou, Taylor Bayou, Pine Island Bayou and other navigable waterways from landfill contamination; and

**WHEREAS,** Commissioners Court of Jefferson County recognizes the long-term impacts of landfills due to their permanent nature; and

**WHEREAS,** the disposal of municipal or industrial solid waste in landfills in Jefferson County could negatively affect water and air quality, attract disease vectors, and result in the spread of refuse and pollutants that may be emitted from the transport and storage of waste; and

**WHEREAS,** the location of landfills within Jefferson County could hamper and adversely affect economic development within the county and may negatively affect property values in the county; and

**WHEREAS,** the Commissioners Court of Jefferson County finds that the disposal of municipal or industrial solid waste in the county is a threat to the public health, safety, and welfare, and the geographic scope of this threat should be minimized; and

**WHEREAS, a** majority of the Commissioners Court has determined that the resources of the County are best served by designating certain areas within Jefferson County, Texas as suitable and unsuitable for solid waste disposal sites; and

**WHEREAS,** pursuant to the provisions of Chapter 2007, Government Code a Takings Impact Assessment (T1A) was prepared for the proposed ordinance, found to be an exempt action, and public notice of the T1A and solicitation of public comments were published on September 14, 2018 and again on September 24, 2018 thirty (30) days prior to the Commissioners Court's proposed action; and

**WHEREAS,** this Ordinance has been published for two consecutive weeks in a newspaper of general circulation in the County; and

**WHEREAS,** the public hearing notices included (1) the proposed ordinance prohibiting solid waste and disposal in Jefferson County; (2) the time, place, and date that the Commissioners Court of Jefferson County was to consider the proposed ordinance; and (3) notice that an interested citizen of the county may testify at the hearing; and

**WHEREAS,** a public hearing on this ordinance was held on ~~October 29~~ DEC. 10, 2018 before the ordinance was considered by the commissioners court, and any interested citizen of the county was allowed to testify at the hearing; and

**WHEREAS,** a majority of the Commissioners approved this ordinance on DECEMBER 10, 2018 at a public meeting of the Commissioners Court, noticed and held in accordance with the Texas Open Meetings Act:

**NOW, THEREFORE, BE IT ORDAINED, AND ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS, that the following provisions be adopted this 10th, day of DEC. 2018:**

**SECTION 1, GENERALLY** PURPOSE

1.1 The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Jefferson County, Texas through the designation of areas which are suitable and unsuitable for the placement of solid waste disposal sites,

1.2. AUTHORITY

The Commissioners Court is authorized to enact this Ordinance by Chapters 363 and 364 of the Texas Health and Safety Code.

1.3. SCOPE

The Jefferson County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities, and its intent here is not to approve the siting of any specific solid waste facility in Jefferson County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in such an area is appropriate, recommended or otherwise compatible with surrounding land uses pursuant to 30 Texas Administrative Code Section 330.61.

**SECTION 2. DEFINITIONS**

2.1.**"Bird Hazard"** means an increase in the likelihood of bird/aircraft collisions that may cause damage to the aircraft or injury to its occupants.

2.2.**"Disposal"** is defined as the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or un-containerized, into or on land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

2.3."**Industrial Solid Waste"** is defined as waste resulting from or incidental to a process of industry or manufacturing, or mining or agricultural operations.

2.4. **"Municipal Solid Waste"** is defined as solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial solid waste.

2.5. **"Processing"** means activities including, but not limited to, extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including treatment or neutralization of hazardous waste designed to change the physical, chemical, or biological character or composition of hazardous waste so as to neutralize hazardous waste; recover energy or material from hazardous waste; or render hazardous waste nonhazardous or less hazardous, safer to transport, store, or dispose of, amenable for recovery or storage, or reduced in volume,

2.6 **"Solid Waste"** means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

2.7. **"Solid Waste Facility"** means all contiguous land, structures, other appurtenances, and improvements on the land used for processing, storing, or disposing of solid waste. The term includes publicly or privately owned facilities consisting of several processing, storage, or disposal operation units such as one or more landfills, surface impoundments, or a combination of units.

**SECTION 3. PROHIBITIONS**

3,1. (1) The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all unincorporated portions of Jefferson County, Texas that are within: areas not already permitted for such waste disposal and no expansion of such waste disposal areas will be allowed:

(1) within 1500 feet from any drainage way constructed by or operated by any

Jefferson County Drainage District;

(2) a minimum of 1,500 L.F. (linear feet) from the boundary of any floodplain or Special Flood Hazard Area (SFHA) as currently depicted on the Jefferson County FIRM (Flood Insurance Rate Map) or an adjacent county FIRM currently in effect and any future expansion of the boundaries thereto;

(3)a minimum of 1,500 L.F. from the boundary of any wetland as currently depicted on the U.S. Fish and Wildlife Service, Texas Parks & Wildlife and National Wetlands Inventory and any addition thereto;

(4) a minimum of 1,500 L.F, from any water well as depicted on the following databases currently retained by the Texas Natural Resources Information System (TNRIS):

a. Texas Water Development Board (TWDB) Submitted Drillers Reports Database;

b. Well Locations from TWDB Groundwater Database; and

c. Texas Commission on Environmental Quality (TCEQ) Public Water System Wells and Surface Water Intakes.

(5)a minimum of 25,000 L.F. from any recognized existing or future subdivision intended primarily for residential use that is platted or replatted or required to be platted or replatted by the provision of Chapter 232, Subchapter B, Texas Local Government Code or the model rules adopted through Section 16.343 of the Texas Water Code;



(6) any location restriction enacted by EPA under 40 CFR, Subpart B §25810 —258.16.

(7) a minimum of 10,000 L.F. from the nearest public or private aircraft runway used by turbojet aircraft for the purposes of minimizing bird hazard; and

(8) a minimum of 5.000 L.F. from the nearest public or private aircraft runway used by only piston-type aircraft for the purposes of minimizing bird hazard.

**SECTION 4. AREAS NOT PROHIBITED**

4.1. The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in all other portions of Jefferson County, Texas not included in Section 3 above.

**SECTION 5. APPLICABILITY**

5.1.This Ordinance does not apply to applications for municipal solid waste permits or other authorizations, as defined in 30 Texas Administrative Code Section 330.57(a), that have been filed with, are administratively complete and are pending before the Texas Commission on Environmental Quality as of the date that this Ordinance is effective.

5.2.This Ordinance does not apply to municipal solid waste permits or other authorizations that have already been issued by the Texas Commission on Environmental Quality as of the date that this Ordinance is effective.

5.3 This Ordinance does not apply inside the corporate limits of any municipality.

**SECTION 6. ENFORCEMENT**

6.1. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law and a civil penalty of $10,000 for each violation. Such penalty is to be forfeited to Webb County, Texas. Each day that a violation continues constitutes a separate ground for recovery.

6.2. The Jefferson County Commissioners Court may bring a legal action to enjoin violations of this Ordinance and seek judgment for civil penalties.

**SECTION 7. CONFLICTING LAWS; CUMULATIVE EFFECT**

7.1 In case any or more of the provisions contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting rule or law shall control.

7.2 The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that

Jefferson County may have to regulate municipal or solid waste disposal within its jurisdiction.

**SECTION 8. SEVERABILITY**

8.1. In case any one or more of the provisions contained in these rules shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these rules, and these rules shall be construed as if the invalid, illegal, or unenforceable provision had never been included.



SECTION 9. EFFECTIVE DATE

9.1 This ordinance shall be in full force and effect on DECEMBER 10, 2018

**NOW, THEREFORE BE IT RESOLVED THAT THIS ORDINANCE IS HEREBY ADOPTED** by the Commissioners Court of Jefferson County, Texas.

Signed this 10th of Dec., 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**

**AGENDA ITEM** **December 10, 2018**

Consider and possibly reappoint Brett Weldy (Position 2) and John Johnson (Position 3) as Commissioners to Jefferson County Emergency Services District No 1, for two-year terms ending December 31, 2010 pursuant to Sec. 775.034, 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
hoxfordiv@benoxford.com

Hubert Oxford, IV

Houston Line
(713) 229-9203

December 4, 2018

***Via Electronic Mail***

Hon. Eddie Arnold
Commissioner, Precinct 1
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

Re: Appointment or re-appointment of Commissioners to the Jefferson County Emergency Services District No.1, Places 2 and 3

Dear Commissioner Arnold,

We are writing to request that the Jefferson County Commissioners Court appoint or re-appoint Commissioners for Places 2 and 3 to the Jefferson County Emergency Services District No. 1 ("District") pursuant to Section 775.034 of the Texas Health & Safety Code.

Last year, Places 1, 4, and 5 were up for re-appointment. Therefore, this year, Places 2 and 3 are up for re-appointment to a two-year term ending on December 31, 2020. *See* Tex. Health and Safety Code Sec.775.034(b). Currently, the sitting Commissioners are as follows:

| Place | Current Occupant | Term Expiration Date |
|---|---|---|
| 1. | Hoyt Simmons | 12/31/2019 |
| 2. | Brett Weldy (Appointed in July 2018) | 12/31/2018 |
| 3. | John Johnston | 12/31/2018 |
| 4. | Vacant | 12/31/2019 |
| 5. | Mark Zambardino | 12/31/2019 |

In addition, Place 4, previously occupied by Karl Wadenpfuhl, is still vacant and the term for this position expires on December 31, 2019. At some point, this position needs to be filled.

For now, the District would ask the Court to put this matter on an agenda for a regularly scheduled Commissioners' Court meeting in December 2018 and to take the following action:

1. Re-appoint or replace Commissioner Brett Weldy to Position 2; and
2. Re-appoint or replace Commissioner John Johnson to Position 3.

Once the appointments are scheduled for a Commissioner's Court meeting, please let me know and we will make sure the appointees are at the hearing. If you have any questions relating to this request or any other matters, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,

**BENCKENSTEIN & OXFORD, L.L.P.**

By: _____
Hubert Oxford, IV

HOIV

cc:
**Via Electronic Mail to**:

| To: | E-mail Address: |
|---|---|
| Honorable Jeff Branick | jbranick@co.jefferson.tx.us |
| Mr. Fred Jackson | fjackson@co.jefferson.tx.us; |
| Mr. John Johnson | jles53@gmail.com |
| Mr. Hoyt Simmons | hsimmons45@yahoo.com |
| Mr. Mark Zambardino | mark.zambardino@camelliahomes.com |
| Mr. Brett Weldy | bweldy72@gmail.com |
| Mr. Chris Gonzales | cgonzales@jcesd1.org |
| Mrs. Julie LaFlamme | jcesd1inc@gmail.com |

**AGENDA ITEM** **December 10, 2018**

Consider and possibly reappoint Mike Douget (Position 1) and Bryan Phelps (Position 3) as Commissioners to Jefferson County Emergency Services District No 3, for two-year terms ending December 31, 2010 pursuant to Sec. 775.034, Texas Health & Safety Code.

**BENCKENSTEIN & OXFORD, L.L.P.**

ATTORNEYS AT LAW
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

December 4, 2018

***Via Email***
The Honorable Jeff Branick
County Judge
Jefferson County, Texas
P. O. Box 4025
Beaumont Texas 77704

***Via Email***
The Honorable Eddie Arnold
Commissioner, Precinct 1
Jefferson County, Texas
1145 Pearl Street, 4th Floor
Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 3; Re-Appointment of ESD Commissioners with Expiring Terms of Office; B&O File No. 86971.

Dear Judge Branick and Commissioner Arnold,

We are writing today regarding the re-appointment of Commissioners for Jefferson County Emergency Services District No. 3 ("JCESD No. 3") for Places 1 and 3, which have a current term of office set to expire on January 1, 2019, and which are presently occupied by Mike Doguet (Treasurer) and Bryan Phelps (Assistant Treasurer).

Mr. Doguet and Mr. Phelps request that the Commissioners Court of Jefferson County, Texas ("Commissioners Court") re-appoint them for an additional term. Both Mr. Doguet and Mr. Phelps continue to meet the qualifications set forth in Section 775.034(a) of the Texas Health and Safety Code, and they each are willing and desire to continue serving as JCESD No. 3 Commissioners. If re-appointed, Mr. Doguet and Mr. Phelps's new two-year terms would commence on January 1, 2019 and expire on January 1, 2021. *See* Tex. Health & Safety Code § 775.034(b).

Accordingly, we request that the Commissioners Court place the following item on its next meeting agenda:

- Consider and approve the re-appointment of Mike Doguet and Bryan Phelps as JCESD No. 3 Commissioners (Places 1 and 3), with each to serve another two-year term of office beginning on January 1, 2019 and expiring on January 1, 2021.

Thank you for your consideration of the foregoing request, and if you have any questions relating thereto or any other JCESD No. 3 matters, please do not hesitate to contact me.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By:_____
Joshua C. Heinz

JCH/jcr

cc: ***Via Email***
Fred Jackson
County Judge's Office
P. O. Box 4025
Beaumont Texas 77704

***Via Email***
Mike Doguet
Bryan Phelps
Doug Saunders
Daniel Diaz

**AGENDA ITEM** **December 10, 2018**

Consider and possibly reappoint Charlie Reneau (Position 2) and Sandra Melton (Position 4) as Commissioners to Jefferson County Emergency Services District No 4, for two-year terms ending December 31, 2010 pursuant to Sec. 775.034, Texas Health & Safety Code.

**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

December 4, 2018

***Via Email***
Honorable Jeff Branick
County Judge
Jefferson County, Texas
P. O. Box 4025
Beaumont Texas 77704

***Via Email***
Honorable Brent Weaver
Commissioner Precinct 2
Jefferson County, Texas
7759 Viterbo Road
Beaumont, Texas 77705

Re: Jefferson County Emergency Services District No. 4; Reappointment of ESD Commissioner with Expiring Terms of Office; B&O File No. 87102.

Dear Judge Branick and Commissioner Weaver,

We are writing regarding the re-appointment of Commissioners for Jefferson County Emergency Services District No. 4 ("JCESD No. 4"), namely Charlie Reneau (Place 2, appointed by Judge Branick) and Sandra Melton (Place 4, appointed by Commissioner Weaver), whose current terms of office are set to expire on January 1, 2019.[1]

Mr. Reneau and Ms. Melton request that the Commissioners Court of Jefferson County, Texas ("Commissioners Court") re-appoint them for an additional term. Both Mr. Reneau and Ms. Melton continue to meet the qualifications set forth in Section 775.034(a) of the Texas Health and Safety Code, and they each are willing and desire to continue serving as JCESD No. 4 Commissioners. If re-appointed, Mr. Reneau and Ms. Melton's new two-year terms would commence on January 1, 2019 and expire on January 1, 2021. *See* Tex. Health & Safety Code § 775.034(b).

Accordingly, we request that the Commissioners Court place the following item on its next meeting agenda:

[1] The places and initial terms of office for the JCESD No. 4 Commissioners were established by the Commissioners' Court during its December 9, 2013 Regular Meeting pursuant to and in accordance with Section 775.034(c) of the Texas Health and Safety Code.

- Consider and approve the re-appointment of JCESD No. 4 Commissioners serving in Place 2 (Charlie Reneau) and Place 4 (Sandra Melton), with each to serve another two-year term of office beginning on January 1, 2019 and expiring on January 1, 2021.

Thank you for your consideration of the foregoing, which is being presented on behalf of and at the specific request of the aforementioned JCESD No. 4 Commissioners, and if you have any questions relating these or any other JCESD No. 4 matters, please do not hesitate to contact me.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By:_____
Joshua C. Heinz

JCH/jcr

cc: ***Via Email***
Fred Jackson
County Judge's Office
P. O. Box 4025
Beaumont Texas 77704

***Via Email***
Charlie Reneau
Sandra Melton
Pat Larson

# 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 _____ day of _____, 2018, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

## REGULATION OF STRAY DOGS IN JEFFERSON COUNTY

**WHEREAS**, the Commissioners Court is aware of a growing problem with dogs that are allowed to run "at large" and which have become a growing nuisance and danger to residents and other animals and livestock; and

**WHEREAS,** Chapter 822, Section 822.007, Texas Health and Safety Code authorizes the Commissioners Court to adopt regulations and requirements which are commonly referred to as "leash requirements" to prevent dogs from roaming at will; and

**WHEREAS,** the Commissioners Court also recognizes that dogs that are allowed to stray often injure others and such animals are often injured or killed on highways or become subject to abuse and such strays dogs often interfere with public services; and

**WHEREAS**, and, in order to protect the citizens of Jefferson,

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County does hereby adopt the following regulations regarding stray dogs in the unincorporated areas of the County:

1. It shall be unlawful for any person owning, having control of or having custody of any dog to permit or allow such dog to run or be at large upon any public roadway, street, alley, court, square, park, sidewalk or other public grounds or public property.

2. It shall be unlawful for any person owning, having control over or having custody of any dog, on private property, to permit or allow such dog to run or be at large upon any unfenced lot, tract or parcel of land without such dog being penned or securely leashed so as to prevent the dog from leaving and all such dogs shall be kept restrained in a humane manner.

3. It shall be unlawful for any person owning or having in his possession a dog of dangerous or fierce tendencies to allow such animal to be at large. By this it is meant that a dog of dangerous or fierce tendencies is defined to be one that has previously attacked or bitten a person.

4. No person shall dump, release or abandon any dog or animal on any property, whether public or private, in Jefferson County. Any person commits an offense if he intentionally abandons a dog or animal and such offense is punishable as a Class "A" misdemeanor under section 42.09, Texas Penal Code.

Injunction: Any dog that is allowed to stray, causing a public nuisance, shall be impounded. Any

person who is directly harmed or threatened with harm by a violation of these regulations may file a proceeding in a court of competent jurisdiction to enjoin any further violations. If any part of these regulations shall be invalid, such part shall be deemed severable and the invalidity of that portion shall not affect the remaining parts.

These regulations shall be in full force and effect on this ____ day of _____, 2018.

SIGNED this _____ day of _____, 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**

**Joleen E. Fregia**
**Chief Deputy**
**E-Mail**
**joleen@co.jefferson.tx.us**

**Tim Funchess**
**County Treasurer**
**1149 Pearl Street – Basement**
**Beaumont, Texas 77701**

**Office (409) 835-8509**
**Fax (409) 839-2347**
**E-Mail**
**tfunchess@co.jefferson.tx.us**

December 4, 2018

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of November 30, 2018, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.774%. The interest rate on funds invested in an investment account at Wells Fargo is currently .70%.

The 90 day Treasury discount rate on November 30, 2018 was 2.30% and the interest on your checking accounts for the month of November was .70%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda December 10, 2018, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for November, 2018,
including the year to date total earnings on County funds.

524

# JEFFERSON COUNTY
# MONTH END NOVEMBER 30, 2018 INVESTMENT SCHEDULE

| SECURITY DESCRIPTION | SETTLEMENT DATE | PAR AMOUNT | AMOUNT PAID | PRICE PAID | EXP. YIELD | MATURITY Date | CALL DATE | # Days to mat. | # Days Invested | CUSIP/C.D. NUMBER | BROKER DEALER | CURRENT VALUE | Current Price | ACCRUED FROM PURCHASE/COUPON | Coupon paid TO DATE | BOOK VALUE ACCRUED INT.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **POOLED CASH ACCOUNT** | | | | | | | | | | | | | | | | |
| **INVESTMENT ACCT** | 01-Nov-18 | $7,780.13 | $7,780.13 | 100 | 0.700% | 31-Oct-18 | NONE | 30 | 30 | 7580310386 | WELLS FARGO | $7,780.13 | | | | $7,780.13 |
| | | | | | | | | | | | | | | | | |
| **CDs and Securities** | | | | | | | | | | | | | | | | |
| FNMA 1.375% | 21-Jun-16 | $2,000,000.00 | $2,000,000.00 | 100 | 1.375% | 21-Jun-19 | 21-Dec-16 | 203 | 1095 | 3136G3RD9 | WELLS SECURITIES | $1,986,360.00 | $99.32 | $12,222.22 | $55,000.00 | $1,998,582.22 |
| FNMA 1.40% | 21-Jun-16 | $2,000,000.00 | $2,000,000.00 | 100 | 1.400% | 21-Jun-19 | 21-Dec-16 | 203 | 1095 | 3136G3RM9 | NATIONAL ALLIANCE | $1,986,640.00 | $99.33 | $12,444.44 | $56,000.00 | $1,999,084.44 |
| FHLMC 1.25% | 30-Sep-16 | $2,000,000.00 | $2,000,000.00 | 100 | 1.250% | 30-Sep-19 | 30-Mar-16 | 304 | 1095 | 3134GAHW7 | NATIONAL ALLIANCE | $1,974,860.00 | $98.74 | $4,166.67 | $50,000.00 | $1,979,026.67 |
| FHLMC 1.30% | 18-Oct-16 | $2,000,000.00 | $2,000,000.00 | 100 | 1.300% | 18-Oct-19 | 18-Jan-17 | 322 | 1095 | 3134GAPF5 | NATIONAL ALLIANCE | $1,974,260.00 | $98.71 | $3,105.56 | $52,000.00 | $1,977,365.56 |
| FNMA 1.80% | 16-Oct-17 | $2,000,000.00 | $2,000,000.00 | 100 | 1.800% | 16-Oct-20 | 16-Apr-17 | 686 | 1096 | 3136G4PQ0 | COASTAL SECURITIES | $1,954,000.00 | $97.70 | $4,500.00 | $36,000.00 | $1,958,500.00 |
| FHLB 1.95% | 06-Nov-17 | $2,000,000.00 | $2,000,650.00 | 100 | 1.950% | 05-Nov-20 | 05-Feb-18 | 706 | 1095 | 3130ACLP7 | COASTAL SECURITIES | $1,962,180.00 | $98.11 | $22,100.00 | $20,041.67 | $1,984,280.00 |
| FHLB 2.20% | 29-Jan-18 | $2,500,000.00 | $2,500,000.00 | 100 | 2.200% | 29-Jan-21 | 29-Jan-19 | 791 | 1096 | 3130ADC26 | NATIONAL ALLIANCE | $2,459,050.00 | $98.36 | $18,486.11 | $27,500.00 | $2,477,536.11 |
| FFCB 2.47% | 12-Feb-18 | $2,000,000.00 | $2,000,000.00 | 100 | 2.470% | 12-Feb-21 | 12-Feb-19 | 805 | 1096 | 3133EJCK3 | NATIONAL ALLIANCE | $1,978,640.00 | $98.93 | $14,820.00 | $24,700.00 | $1,993,460.00 |
| FHLMC 2.42% | 28-Feb-18 | $2,000,000.00 | $2,000,000.00 | 100 | 2.420% | 26-Feb-21 | 26-Feb-19 | 819 | 1094 | 3134GSDF9 | FTN CAPITAL MARKETS | $1,979,160.00 | $98.96 | $12,637.78 | $23,931.11 | $1,991,797.78 |
| FNMA 2.75% | 30-Apr-18 | $2,000,000.00 | $1,999,100.00 | 99.955 | 2.750% | 30-Apr-21 | 30-Oct-18 | 882 | 1096 | 3136G4SH7 | HILLTOP SECURITIES | $1,981,940.00 | $99.10 | $4,736.11 | $27,500.00 | $1,986,676.11 |
| FHLMC 1.30% | 23-Aug-16 | $4,000,000.00 | $4,000,000.00 | 100 | 1.300% | 23-Aug-19 | 23-Jan-17 | 266 | 1095 | 3134GAAF1 | COASTAL SECURITIES | $3,959,480.00 | $98.99 | $14,155.56 | $104,000.00 | $3,973,635.56 |
| FNMA 1.55% | 27-Dec-16 | $2,000,000.00 | $2,000,000.00 | 100 | 1.550% | 27-Dec-19 | 27-Jun-17 | 392 | 1095 | 3136G4JK0 | NATIONAL ALLIANCE | $1,974,280.00 | $98.71 | $13,261.11 | $46,500.00 | $1,987,541.11 |
| FHLMC 1.70% | 30-Jun-17 | $2,000,000.00 | $2,000,000.00 | 100 | 1.700% | 29-Jun-20 | 29-Sep-17 | 577 | 1095 | 3134GBVT6 | NATIONAL ALLIANCE | $1,965,980.00 | $98.30 | $14,355.56 | $33,905.56 | $1,980,335.56 |
| FHLMC 1.85% | 24-Jul-17 | $2,000,000.00 | $2,000,000.00 | 100 | 1.850% | 24-Jul-20 | 24-Oct-17 | 602 | 1096 | 3134GBZE5 | NATIONAL ALLIANCE | $1,965,460.00 | $98.27 | $13,052.78 | $37,000.00 | $1,978,512.78 |
| ICD-BMW Bank 1.35%* | 12-Feb-16 | $248,000.00 | $248,000.00 | 100 | 1.350% | 12-Feb-19 | None | 74 | 1096 | 05580ADT8 | WELLS SECURITIES | $248,000.00 | $100.00 | $1,008.99 | $8,365.41 | $249,008.99 |
| * (Investment CD's) | | | | | | | | | | | | | | $165,052.89 | $602,443.75 | |

| | TOTAL PAR | AMT. INVESTED | WEIGHTED AVG. YLD | EQUIVALENT TREAS. RATE | WEIGHTED AVG. | MATURITY | TOTAL MARKET VALUE | TOTAL BOOK VALUE |
|---|---|---|---|---|---|---|---|---|
| **INVESTMENT ACCT** | $7,780.13 | $7,780.13 | | | | | $7,780.13 | |
| **CDs and Securities** | $30,748,000.00 | $30,747,750.00 | 1.778% | 2.816% | 522 | DAYS | $30,350,290.00 | |
| **TOTALS ALL ACCTS:** | **$30,755,780.13** | **$30,755,530.13** | | | | | **$30,358,070.13** | **$30,523,123.02** |

**PLEDGE COLLATERAL REPORT WELLS FARGO**
**ALL COUNTY FUNDS**
**AS OF NOVEMBER 30, 2018**

| | |
|---|---|
| MARKET VALUE OF PLEDGE SECURITIES | **$88,043,150.35** |
| BALANCE IN ALL ACCOUNTS: | **$38,176,546.75** |
| OVER OR (UNDER) AMOUNT: | **$49,866,603.60** |
| | **230.62%** |

**COMPLIANCE STATEMENT**

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

*Tim Funchess, Jefferson County Investment Officer*

# NOVEMBER, 2018, JEFFERSON COUNTY INVESTMENT MATURITIES
# MATURED SECURITIES AND INTEREST EARNED

| SECURITY DESCRIPTION | PURCHASE DATE | PAR AMOUNT | AMOUNT INVESTED | PRICE PAID | EXPECT. YIELD | MATURITY DATE | Coupon Pay DATE | # DAYS INVEST. | CUSIP/C.D. NUMBER | BROKER DEALER | INTEREST EARNINGS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **POOLED CASH ACCOUNT** | | | | | | | | | | | | |
| INVESTMENT ACCT | 01-Nov-18 | $7,780.13 | $7,780.13 | | 0.700% | 30-Nov-18 | | 30 | 7580310386 | WELLS FARGO | $4.47 | |
| ICD-Discover Bk 1.60%* | 13-Nov-15 | $248,000.00 | $248,010.87 | 100 | 1.600% | 13-Nov-18 | None | 1096 | 254672WL8 | WELLS SECURITIES | $2,011.18 | MATURITY |
| ICD-Ally Bank 1.60%* | 13-Nov-15 | $248,000.00 | $248,010.87 | 100 | 1.600% | 13-Nov-18 | None | 1096 | 02006LVQ3 | WELLS SECURITIES | $2,011.18 | MATURITY |
| ICD-Goldman S. 1.65%* | 13-Nov-15 | $248,000.00 | $248,011.21 | 100 | 1.650% | 13-Nov-18 | None | 1096 | 38148JZ53 | WELLS SECURITIES | $2,074.03 | MATURITY |
| | | | | | | | | | | | | $6,100.86 |
| **CHECKING INTEREST** | | | | | | | | | | | | |
| POOLED CASH ACCT | | NOVEMBER INTEREST | | | 0.700% | | | | | WELLS FARGO | $13,932.39 | |
| OTHER COUNTY ACCTS | | NOVEMBER INTEREST | | | 0.700% | | | | | WELLS FARGO | $3,125.22 | |
| TAX LICENSE ACCT | | OCTOBER INTEREST | | | 0.700% | | | | | WELLS FARGO | $395.96 | $17,453.57 |
| **TOTAL** | | **$751,780.13** | **$751,813.08** | | | | | | | | **$23,554.43** | **$23,554.43** |

# FISCAL YEAR 2018-2019

## YIELD TO MATURITY AND INTEREST EARNINGS

| MONTH | 90 DAY T. BILL YIELD | INVESTMENT INTEREST EARNED | CHECKING ACCOUNT YIELD |
|---|---|---|---|
| | | | |
| OCTOBER | 2.280% | $91,324.37 | 0.700% |
| NOVEMBER | 2.300% | $23,554.43 | 0.700% |
| DECEMBER | | | |
| JANUARY | | | |
| FEBRUARY | | | |
| MARCH | | | |
| APRIL | | | |
| MAY | | | |
| JUNE | | | |
| JULY | | | |
| AUGUST | | | |
| SEPTEMBER | | | |
| | | | |
| **ANNUAL TOTALS** | | **$ 114,878.80** | |

## Pepe Dominguez

| | |
|---|---|
| **From:** | Pepe Dominguez <peped@co.jefferson.tx.us> |
| **Sent:** | Monday, December 03, 2018 9:50 AM |
| **To:** | 'Commissioner Alfred' (ealfred@co.jefferson.tx.us) |
| **Cc:** | Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold'; 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Judge Branick'; 'Kenneth Minkins'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); katrina.purcell@beaumonttexas.gov |
| **Subject:** | Minor Plat of Noleana Acres Sec. I - Precinct #4 |
| **Attachments:** | Minor Plat of Nolena Acres, Sec. 1_Comm.Court.pdf; Minor Plat of Noleana Acres, Sec. 1 _City of Beaumont Letter.pdf |

Commissioner Alfred ,

Attached is a PDF of a Minor Plat of Reserved "A" of Noleana Acres and Tract 30A out of Tract 30, into Reserved "A" of Noleana Acres, Section I and Tract 30A out of the H.T. & B. RR. Survey Section 11 Abstract No. 148, located off of Nolia Lane in Precinct #4. This plat is within the Beaumont ETJ and has met with city approval as well as that of the Engineering Department.

I will be placing this plat on the Agenda for Monday, December 10th, 2018th.

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

BEAUMONT
TEXAS

November 29, 2018

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701

Re: ETJ plats

Dear Pepe:

Please see the enclosed Minor Plat of Noleana Acres, Sec 1, Jefferson County, Texas. Please place this item on the Commissioner's Court agenda at your earliest convenience.

If you have any questions or if I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at katrina.purcell@beaumonttexas.gov .

Thank you,

*Katrina Purcell*

Katrina Purcell, CFM

Planner I

City of Beaumont

PLANNING & ZONING
T 409.880.3764
F 409.880.3110
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov

**STATE OF TEXAS**
**COUNTY OF JEFFERSON**

I, _____ DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS.

_____
DIRECTOR OF ENGINEERING

**STATE OF TEXAS**
**COUNTY OF JEFFERSON**

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____ 2018, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

_____
COMMISSIONER, PRECINCT 1

_____
COMMISSIONER, PRECINCT 2

_____
COMMISSIONER, PRECINCT 3

_____
COMMISSIONER, PRECINCT 4

_____
COUNTY JUDGE

**CITY PLANNING AND ZONING COMMISSION APPROVAL**

THIS IS TO CERTIFY THAT THE CITY OF BEAUMONT, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS THIS _____ DAY

OF _____ 2018

_____
CHAIRMAN

ATTESTED AND APPROVED FOR ADMINISTRATION

_____
SECRETARY

**STATE OF TEXAS**
**COUNTY OF JEFFERSON**

I, _____ COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON _____ DAY OF _____ 2018 AT _____ O'CLOCK _____M. AND DULY RECORDED ON THE _____ DAY OF _____ 2018 AT _____ O'CLOCK _____M. IN CLERK'S FILE NO. _____ JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

_____
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

**SURVEYOR'S CERTIFICATION**

WE, JAMA GROUP, LLC ACTING BY AND THROUGH MICHAEL KETHAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE DRAWING SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, BEING SITUATED IN H. T. & B. RR. SURVEY, SECTION 11, ABSTRACT NO. 148 IN JEFFERSON COUNTY, TEXAS.

SURVEYED JULY 6, 2018

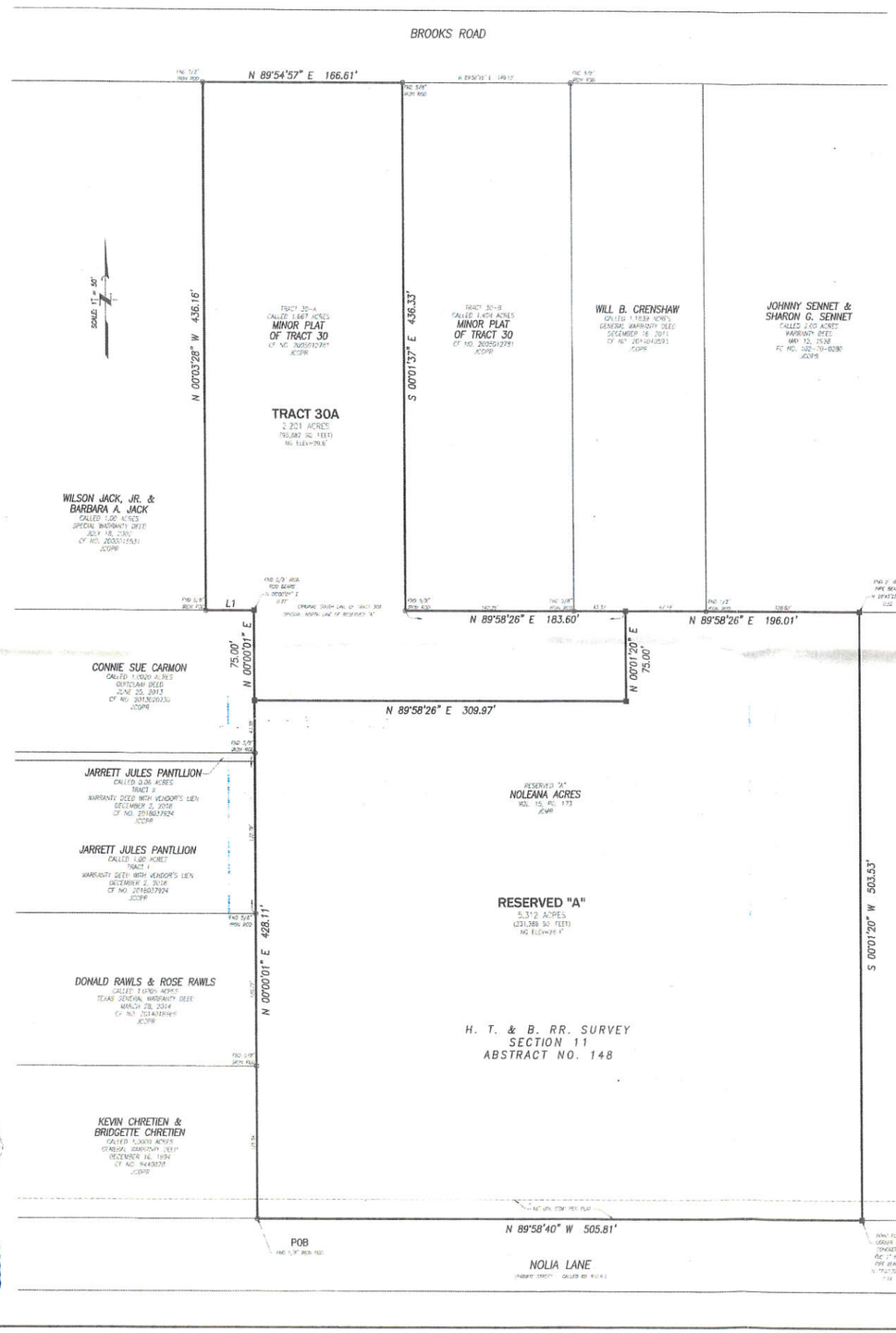
_____
MICHAEL KETHAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5709

STATE OF TEXAS
REGISTERED
MICHAEL KETHAN
5709
PROFESSIONAL
LAND SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL KETHAN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 15 DAY OF August 2018

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-25-2022

JACQUE BERGERON
Notary Public, State of Texas
Comm. Expires 08-25-2022
Notary ID 125782633




**STATE OF TEXAS**
**COUNTY OF JEFFERSON**

KNOW ALL MEN BY THESE PRESENTS, THAT I, WILL B. CRENSHAW, OWNER OF RESERVED "A" OF NOLEANA ACRES, SECTION I AND TRACT 30A OF THE MINOR PLAT OF TRACT 30, ALL OUT OF THE H. T. & B. RR. SURVEY, SECTION 11, ABSTRACT NO. 148, JEFFERSON COUNTY, TEXAS AS ORIGINALLY SUBDIVIDED ON OCTOBER 25, 1954 AND RECORDED IN VOLUME 15, PAGE 173 AND APRIL 2, 2003 AND RECORDED IN CLERK'S FILE NO. 2003012781, JEFFERSON COUNTY MAP RECORDS, DO HEREBY SUBDIVIDE SAID PROPERTY TO BE KNOWN AS THE MINOR PLAT OF RESERVED "A" OF NOLEANA ACRES, SECTION I AND TRACT 30A OF THE MINOR PLAT OF TRACT 30 AND RESERVED "A" OF NOLEANA ACRES, SECTION I AND TRACT 30A OF THE MINOR PLAT OF TRACT 30 OUT OF THE H. T. & B. RR. SURVEY, SECTION 11, ABSTRACT NO. 148, JEFFERSON COUNTY, TEXAS IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETO FORE GRANTED AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

THIS IS TO CERTIFY THAT I, WILL B. CRENSHAW, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 2 DAY OF October 2018.

_____
WILL B. CRENSHAW

SUBSCRIBED AND SWORN TO BEFORE ME BY WILL B. CRENSHAW AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 2 DAY OF October 2018.

_____
NOTARY PUBLIC
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES 5/18/20

MOLLY MALLET
My Notary ID# 315201-9
Expires May 18, 2020

**REQUIRED CLEAR SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY)**

| TYPE OF FACILITY | USAGE RATE-GALLONS PER DAY (WITHOUT WATER SAVING DEVICES) | REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET) | USAGE RATE-GALLONS PER DAY (WITH WATER SAVING DEVICES) | REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET) |
|---|---|---|---|---|
| SINGLE FAMILY (1-2 BEDROOMS) LESS THAN 1500 SQ. FT. | 225 | 6428.57 | 180 | 5342.86 |
| SINGLE FAMILY (3 BEDROOMS) LESS THAN 2500 SQ. FT. | 300 | 8571.43 | 240 | 6857.15 |
| SINGLE FAMILY (4 BEDROOMS) LESS THAN 3500 SQ. FT. | 375 | 10714.29 | 300 | 8571.43 |
| SINGLE FAMILY (5 BEDROOMS) LESS THAN 4500 SQ. FT. | 450 | 12857.14 | 360 | 10285.72 |
| SINGLE FAMILY (6 BEDROOMS) LESS THAN 5500 SQ. FT. | 525 | 15000.00 | 420 | 12000.00 |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 89°53'26" W | 79.90' |

**LEGAL DESCRIPTION**

Being a 5.312 acre tract out of Reserved "A" of Noleana Acres, Section I recorded in Vol. 15, Pg. 173 of the Jefferson County, Texas and being all of a tract of land as conveyed to Wi. B. Crenshaw by a General Warranty Deed dated September 25, 2003 and filed for record under Clerk's File No. 2003039572 of the Jefferson County Official Public Records, being all of a called 5.000 acre tract designated as Reserved "A" of Noleana Acres as recorded in plat filed for record under Volume 15, Page 173 of the Jefferson County Official Public Records, being all of a called 1.406 acre tract as conveyed to Will B. Crenshaw by a General Warranty Deed dated April 12, 2007 and filed for record under Clerk's File No. 2007016674 of said Jefferson County Official Public Records, and all of a called 1.667 acre tract designated as "Tract 30-A" of the Minor Plat of Tract 30 as shown on a plat filed for record under Clerk's File No. 2005012781 of the Jefferson County Official Public Records. Said 7.513 acre tract being more particularly by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found in the north right-of-way of Nolia Lane (called 80-feet wide right-of-way or private street) for the southwest corner of the herein described tract, the southwest corner of Reserved "A" of said Noleana Acres, and the southeast corner of a called 1.0000 acre tract as conveyed to Kevin Chretien and Bridgette Chretien by a General Warranty Deed dated September 16, 1994 and filed for record under Clerk's File No. 9440818 of said Jefferson County Official Public Records;

THENCE, North 00°00'01" East, along the west line of said Reserved "A" of said Noleana Acres, and the east line of said Kevin Chretien and Bridgette Chretien, called 1.000 acre tract, at a distance of 1258.68 feet passing a 5/8-inch iron rod found for the northeast corner of same and the southeast corner of a called 1.0035 acre tract as conveyed to Donald Rawls and Rose Rawls by a Texas Statutory Warranty Deed dated March 28, 2014 and filed for record under Clerk's File No. 2014035945 of said Jefferson County Official Public Records, at a distance of 1754.79 feet passing a 5/8-inch iron rod found for the northeast corner of same and the southeast corner of a called 1.00 acre tract designated as "Tract 1" as conveyed to Jarrett Jules Pantillion by a Warranty Deed with Vendor's Lien dated December 2, 2013 and filed for record under Clerk's File No. 2013037924 of said Jefferson County Official Public Records, and continuing along the east line of same and the west line of a called 6.09 acre tract designated as "Tract 1" as conveyed to Jarrett Jules Pantillion by a Warranty Deed with Vendor's Lien dated December 2, 2013 and filed for record under Clerk's File No. 2013037924 of said Jefferson County Official Public Records, at a distance of 3545.51 feet passing a 5/8-inch iron rod found for the northeast corner of same and the southeast corner of a called 1.0720 acre tract as conveyed to Connie Sue Carmon by a Quitclaim Deed dated June 25, 2013 and filed for record under Clerk's File No. 2013039720 of said Jefferson County Official Public Records, in all a total distance of 3631.51 feet to a 1/2-inch iron rod set with a red cap stamped "JAMA GROUP," for an angle corner of the herein described tract, the northwest corner of Reserved "A" of said Noleana Acres, and the northeast corner of said Connie Sue Carmon called 1.0720 acre tract, same being located in the south line of Tract 30-A of said Minor Plat of Tract 30;

THENCE, South 89°58'26" East, a distance of 79.98 feet, along the north line of said Connie Sue Carmon called 1.0000 acre tract and the south line of Tract 30-A of said Minor Plat of Tract 30, to a 5/8-inch iron rod found for the southeast corner of same and the southwest corner of a called 1.00 acre tract as conveyed to Wilson Jack, Jr. and Barbara A. Jack by a Special Warranty Deed dated July 18, 2002 and filed for record under Clerk's File No. 2003015031 of said Jefferson County Official Public Records;

THENCE, North 00°03'28" West, a distance of 436.16 feet, along the west line of said Tract 30-A of said Minor Plat of Tract 30 and the east line of said Wilson Jack, Jr. and Barbara A. Jack called 1.00 acre tract, to a 5/8-inch iron rod found in the south right-of-way of Brooks Road for the northwest corner of said Tract 30-A of said Minor Plat of Tract 30 and the northeast corner of said Wilson Jack, Jr. and Barbara A. Jack called 1.00 acre tract;

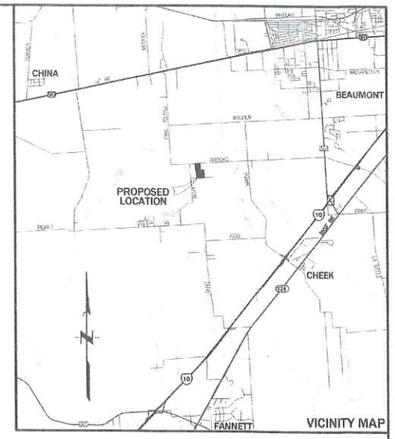
THENCE, North 89°54'57" East, a distance of 166.61 feet, along the south right-of-way of said Brooks Road and the north line of said Tract 30-A of said Minor Plat of Tract 30, to a 5/8-inch iron rod found for the northeast corner of said Tract 30-A and the northwest corner of a called 1.406 acre tract designated as "Tract 30-B" of the Minor Plat of Tract 30 as shown on a plat filed for record under Clerk's File No. 2005012781 of said Jefferson County Official Public Records;

THENCE, South 00°01'37" East, a distance of 436.33 feet, along the east line of said Tract 30-A of said Minor Plat of Tract 30 and the west line of said Tract 30-B of said Minor Plat of Tract 30, to a 5/8-inch iron rod found for the southwest corner of said Tract 30-B and the northwest corner of said Reserved "A" of said Noleana Acres, and the north line of said 1.0720 acre tract, same being located in the north line of Reserved "A" of said Noleana Acres, and the north line of said 1.0720 acre tract;

THENCE, North 89°58'26" East, along the north line of said 1.0720 acre tract, the north line of said Reserved "A" of said Noleana Acres, and the south line of said Tract 30-B of said Minor Plat of Tract 30, at a distance of 140.27 feet passing a 5/8-inch iron rod found for the southeast corner of same and the southwest corner of a called 1.1839 acre tract as conveyed to Will B. Crenshaw by a General Warranty Deed dated December 16, 2001 and filed for record under Clerk's File No. 2001043593 of said Jefferson County Official Public Records and continuing along the south line of same, at a distance of 320.79 feet passing a 1/2-inch iron rod found for the southeast corner of said Will B. Crenshaw called 1.1839 acre tract and the southwest corner of a called 2.00 acre tract as conveyed to Johnny Sennett and Sharon G. Sennett by a Warranty Deed dated May 12, 1998 and filed for record under Film Code 102-74-0230 of said Jefferson County Official Public Records, in all a total distance of 329.61 feet, to a 5/8-inch iron rod set with a red cap stamped "JAMA GROUP," for the northeast corner of the herein described tract, the northeast corner of said Will B. Crenshaw tract, and being the northwest corner of Reserved "A" of said Noleana Acres and the northwest corner of Lot 1 of said Noleana Acres, same where a 5/8-inch iron pipe found bears North 89°58'26" East a distance of 0.51 feet;

THENCE, South 00°01'20" West, a distance of 503.53 feet, along the east line of said Will B. Crenshaw tract of land, the west line of Reserved "A" of said Noleana Acres, and the west line of Lot 1 of said Noleana Acres, to a point in concrete in the north right-of-way of said Nolia Lane for the southeast corner of the herein described tract, the southwest corner of said Will B. Crenshaw tract of land, the southwest corner of Reserved "A" of said Noleana Acres and the southwest corner of Lot 1 of said Noleana Acres, from which a 1/2-inch iron pipe found bears North 17°53'27" East a distance of 0.51 feet and a 5/8-inch iron rod found for the southwest corner of Lot 1 of said Noleana Acres bears South 89°58'40" East a distance of 449.92 feet;

THENCE, North 89°58'40" West, a distance of 505.81 feet, along the north right-of-way of said Nolia Lane, the south line of said 5.312 acre tract of land and the south line of Reserved "A" of said Noleana Acres, to the PLACE OF BEGINNING, CONTAINING 7.513 acres of land in Jefferson County, Texas.




**GENERAL NOTES**

1. Bearings shown hereon are referenced to the south line of said Noleana Acres, Section I as having North 89°58'40" West as shown on plat filed for record under Vol. 15, Pg. 173 of the Jefferson County Official Public Records.
2. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
3. According to Map No. 48245C 0140D of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Jefferson County, Texas (Unincorporated Areas), dated August 4, 2002, the subject tract is situated within Zone "X", defined as areas determine to be outside 500-year flood plain. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. Location of the subject tract via said maps were determined by scale. JAMA Group, LLC does not warrant nor subscribe to the accuracy or scale of said maps.
4. Research for Adjoiner tracts was performed by JAMA Group, LLC.
5. All Vertical Control is referenced to the North American Vertical Datum of 1988 (NAVD 88-GEOID 2012B) as determined by GPS observations.
6. All easements shown hereon include the right to trim overhanging trees and shrubs located on the property belonging to or being apart of this addition.
7. No portion of this subdivision or other development within this subdivision may begin until all Jefferson County development requirements have been met.
8. This subdivision lies within the extra territorial jurisdiction of the City of Beaumont, Texas.
9. This subdivision lies within the boundaries of the Hamshire-Fannett Independent School District.
10. No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved by Jefferson County.
11. No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rainwater collection system.
12. All existing pipeline easements within the limits of the subdivision have been shown.
13. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of the drainage facilities.
14. Electric utility service will be provided by: ENTERGY TEXAS, INC
Telephone utility service will be provided by: AT&T
Gas utility service will be provided by: N/A
Water utility service will be provided by: MEEPER MUNICIPAL WATER DISTRICT
Sewer utility service will be provided by: NUES JEFFERSON COUNTY MUNICIPAL WATER DISTRICT
Cable utility service will be provided by: N/A
15. Property subject to all rules, restrictions, easements and setbacks applicable set forth in the Final Plat of Noleana Acres, Section I as filed for record in Volume 15, Page 173 of the Jefferson County Official Public Records.
16. Meeker Municipal Water District, an approved public water supply system, has adequate capacity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

_____
Utility Representative

**LEGEND & ABBREVIATIONS**

| | |
|---|---|
| FND | FOUND |
| R.O.W. | RIGHT-OF-WAY |
| POB | POINT OF BEGINNING |
| JCOPR | JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS |
| ⊗ | TOWING PROPERTY CORNER (AS LABELLED) |
| ■ | SET 5/8" IRON ROD (WITH CAP "JAMA GROUP") |

# MINOR PLAT
OF
RESERVED "A" OF NOLEANA ACRES AND TRACT 30A OUT OF TRACT 30
INTO
RESERVED "A"
OF
NOLEANA ACRES, SECTION I
AND
TRACT 30A
OF THE
MINOR PLAT OF TRACT 30
OUT OF THE
H. T. & B. RR. SURVEY
SECTION 11
ABSTRACT NO. 148
JEFFERSON COUNTY, TEXAS
JULY 2018

JAMA GROUP LLC
7485 Phelan Boulevard
Beaumont, Texas 77706
Office (409) 898-3050
TBPLS Firm #10130400

**AGENDA ITEM** **December 10, 2018**

Consider and possibly reappoint members to the Jefferson County Historical Commission: Linda McMahen, Sarah Bellian, Mary Darbonne, Jessie Davis, Theresa Goodness, Kate Hambright, Bruce A. Hamilton, Brenda Jackson, Steven Lewis, Mike McGreevy, Les McMahan, Paul Prosperie, Don Smart, Jen Trenbeath.

RECEIVED DEC 04 2018

# JEFFERSON COUNTY

Historical Commission

Theresa Goodness
Chair
Linda McMahen
Secretary/Treasurer and Coordinator
Brenda Jackson

Leslie McMahen
1st Vice-Chairman
Paul Prosperie
2nd Vice-Chairman

**TO:** **Fred Jackson**

**FROM:** **Linda McMahan**

**DATE:** **December 4, 2018**

**RE:** **JCHC 2019-2020 Appointees**

**Attached is the list of 2019 – 2020 Historical Commission members who have met the Jefferson County Historical Commission / Texas Historical Commission requirements for membership.**

**We are asking Commissioners Court to consider, possibly approve and appoint these members for 2019 – 2020.**

**Please note one JCHC member is a non-county resident on the Commission. According to THC rules, non-county residents are allowed on County Historical Commissions, as long as the minimum number of seven county residents is met. We do meet that requirement.**

**Thank you for your help in this matter.**

# Jefferson County Historical Commission
## 2019 – 2020 Appointees

| | | |
|---|---|---|
| Sarah Bellian | 2480 Laurel, Apt. B3 | Beaumont, TX 77702 |
| Mary Darbonne | 2408 Pecan Street | Nederland, TX 77627 |
| Jessie Davis | P.O. Box 2224 | Winnie, TX 77665 |
| Theresa Goodness | 985 19th Street | Beaumont, TX 77706 |
| Kate Hambright | 7 Cheska Hollow | Beaumont, TX 77706 |
| Bruce A. Hamilton | 7730 Chelsea Place | Beaumont, TX 77706 |
| Brenda Jackson | 5075 Oakmont Drive | Beaumont, TX 77706 |
| Steven Lewis | 540 Campus Street | Beaumont, TX 77705 |
| Mike McGreevy | 1030 West Drive | Port Neches, TX 77651 |
| Les McMahen | 8031 Chimney Rock Ct. | Port Arthur, TX 77642 |
| Linda McMahen | 8031 Chimney Rock Ct. | Port Arthur, TX 77642 |
| Paul Prosperie | P. O. Box 2078 | Nederland, TX 77627 |
| Don Smart | P. O. Box 591 | Hardin, TX 77561 |
| Jen Trenbeath | 6260 Cotton Lane | Beaumont, TX 77706 |

**Regular, December 10, 2018**

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 10, 2018