SPECIAL, 3/4/2019 1:30:00 PM

BE IT REMEMBERED that on March 04, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS March 04, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **04th** day of **March 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

10:30 a.m. - Closed session pursuant to Texas Government Code Section 551.072 and 551.087 for deliberation regarding real property issues relating to a contract, financial, commercial information received and whereas deliberation in open meeting would have a detrimental effect on the position of the government body in negotiations with a third person.

WORKSHOP: 11:00 a.m. - To discuss condition of the midway at Ford Park with members of the YMBL.

WORKSHOP: -11:30 a.m. - To discuss status/project selection for Energy Conservation measures with Johnson Controls.

Immediately following Commissioner's Court- 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.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file bid for Invitation for Bid (IFB 18-061/YS), Automobile Rental Concessions at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 13 - 170

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

2. Consider and approve specifications for Invitation for Bid (IFB 19-016/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

SEE ATTACHMENTS ON PAGES 171 - 212

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

3. Consider and approve termination of contract for (RFP 17-031/YS), Operation and Installation of Shoe Shine Concessions for Jefferson County with Spurs Boot Shine, with a final date of operation March 31, 2019.

SEE ATTACHMENTS ON PAGES 213 - 213

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

4. Consider and approve award for (IFB 18-060/YS), Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed with Apex Alliance, LLC, in the amount of $95,835.00, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 214 - 214

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

5. Consider and approve award, execute, receive and file Acceptance of Offers for (IFB 19-004/YS), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport with Airport Lighting Company and blueglobes, llc., as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 215 - 220

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

6. Consider and approve, execute, receive and file a contract extension for (RFP 15-006/DC), Jefferson County Bank Depository Contract with Wells Fargo Bank for an additional two (2) years, to expire on May 10, 2021.

SEE ATTACHMENTS ON PAGES 221 - 224

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

7. Consider and approve award, execute, receive and file a contract for Invitation for Bid (IFB 19-003/JW) Demolition of Hangar No. 3 at Jack Brooks Regional Airport with Grant Mackay Company, Inc., in the amount of $28,604.79.

SEE ATTACHMENTS ON PAGES 225 - 408

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

8. Consider and approve, execute, receive and file an amendment to Appendix A and Appendix B for previously approved and executed Amendment No. 3 for Master Services Agreement with Garver, LLC. for Airport Improvement Program (AIP) work for the Jack Brooks Regional Airport for Taxiway D Phase IV Reconstruction – Construction Phase Services and Closeout; in accordance with (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport. The amended Appendix A (Scope of Services) is for construction administration services for anticipated additional contract days (estimated total of 111 days) due to a significant amount of inclement weather days and additional work requested by FAA Tech Ops (hydro trenching around sensitive FAA data communication lines). The amended Appendix B (Fee Summary) will increase the cost for these services by $32,900.00; bringing the total cost from $98,800.00 up to $131,700.00. This project is funded by FAA AIP Grant #33 and budgeted funds.

SEE ATTACHMENTS ON PAGES 409 - 412

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

9. Consider and approve, execute, receive and file Amendment No. 1 for Professional Service Agreement (PROF 18-001/JW) with Tolunay-Wong Engineers, Inc. for material testing services for Taxiway D Phase IV Reconstruction at Jack Brooks Regional Airport. This amendment is for additional services for anticipated additional contract days (estimated total of 111 days) due to a significant amount of inclement weather days and additional work requested by FAA Tech Ops (hydro trenching around sensitive FAA data communication lines). This amendment will increase the cost for these services by $12,520.00; bringing the total estimated cost from $22,299.00 up to $34,819.00. This project is funded by FAA AIP Grant #33 and budgeted funds.

SEE ATTACHMENTS ON PAGES 413 - 413

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

10. Consider and approve, execute, receive and file Amendment No. 1 for Professional Service Agreement (PROF 18-002/JW) with Arceneaux Wilson & Cole, LLC. for project representative services for construction activities for Taxiway D Phase IV Reconstruction at Jack Brooks Regional Airport. This amendment is for additional services for anticipated additional contract days (estimated total of 111 days) due to a significant amount of inclement weather days and additional work requested by FAA Tech Ops (hydro trenching around sensitive FAA data communication lines). This amendment will increase the cost for these services by $78,195.00; bringing the total estimated cost from $79,950.00 up to $158,145.00. This project is funded by FAA AIP Grant #33 and budgeted funds.

SEE ATTACHMENTS ON PAGES 414 - 414

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

11. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 19-019/JW) with Total Safety for Asbestos/Lead Paint Monitoring for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport, for a total estimated fee of $5,735.00.

SEE ATTACHMENTS ON PAGES 415 - 418

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

12. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 19-020/DC) with Smart Communications Holding, Inc. for services and systems to monitor inmate communications.

SEE ATTACHMENTS ON PAGES 419 - 425

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

13. Consider and approve, execute, receive and file an Engagement Letter with Milliman (Agreement 19-018/DC) for Retiree Medical Expenses and Liability Calculations reporting obligations under GASB No. 75 during fiscal year 2018-2019, for a fee of $16,000.00.

SEE ATTACHMENTS ON PAGES 426 - 427

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

COUNTY AIRPORT:

14. Consider and possibly authorize the County Judge to execute a modification to FAA Agreement AJW-FN-CSA-18-SW-001895: Limited Design and Implementation Reimbursable Agreement for FAA resident engineer oversight of construction during the Taxiway Delta modifications.

SEE ATTACHMENTS ON PAGES 428 - 430

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

15. Consider, possibly approve and authorize the County Judge to execute a 2nd Amendment to the Rental Agreement between Jefferson County and Golden Pass Products LLC to extend the term for lease of office space.

SEE ATTACHMENTS ON PAGES 431 - 432

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

COUNTY AUDITOR:

16. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost for repairs.

114-0405-431-4018	ROAD MACHINERY	$15,000.00	
114-0402-431-3079	CRUSHED STONE		$15,000.00

SEE ATTACHMENTS ON PAGES 433 - 433

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

17. Consider and approve budget transfer - Road & Bridge Pct.2 - additional cost for travel.

112-0207-431-5062	TRAVEL EXPENSE	$4,000.00	
112-0205-431-3034	DIESEL FUEL		$4,000.00

SEE ATTACHMENTS ON PAGES 434 - 434

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

18. Regular County Bills - check #456488 through checks #456695.

SEE ATTACHMENTS ON PAGES 435 - 444

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

COUNTY COMMISSIONERS:

19. Consider and possibly approve exempting United States Congressmen from paying for security during their scheduled meetings for the year of 2019.

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

20. Consider, possibly approve, and authorize the County Auditor to execute, receive and file a Non-Federal Sponsor's Self-Certification of Financial Capability for Decision Documents.

SEE ATTACHMENTS ON PAGES 445 - 445

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

21. Consider and possibly approve a Proclamation for Gift of Life Youth Advisory Council Takes a Stand Against Tobacco for National Kick Butts Day.

SEE ATTACHMENTS ON PAGES 446 - 447

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

22. Consider, possibly approve, and authorize the County Judge to execute, receive and file a letter of support for the USACE plan to restore the marshes.

SEE ATTACHMENTS ON PAGES 448 - 448

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

23. Consider and possibly approve a Proclamation for PJ Day.

SEE ATTACHMENTS ON PAGES 449 - 449

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

CRIME LAB:

24. Consider and possibly approve out of state travel for Brandy Henley and Robert Baldwin of the Crime Lab to attend the Association of Firearm and Toolmark Examiners Conference in Nashville, TN May 26th – May 31st, 2019. Travel is funded by the Coverdell Forensic grant received by the Laboratory.

SEE ATTACHMENTS ON PAGES 450 - 450

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

HISTORICAL COMMISSION:

25. Consider, possibly approve, receive and file Jefferson County Historical Commission Annual Report for 2018. **SEE ATTACHMENTS ON PAGES 451-464**

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

26. Consider, possibly approve, receive and file Jefferson County Certified Local Government Annual Report for 2018.

SEE ATTACHMENTS ON PAGES 465-472

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

27. Receive and file Letter of Resignation of Sarah Bellian as Historic Preservation Officer. **SEE ATTACHMENT ON PAGE 473**

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

28. Consider and possibly appoint Theresa Goodness, a member of the Jefferson County Historical Commission, as Historic Preservation Officer for Jefferson County, in accordance with the Certification Agreement between the Texas Historical Commission and Jefferson for participation in the Certified Local Government Program approved January 9, 2012.

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

29. Consider and possibly appoint the amended Jefferson County Historical Commission 2019-2020 Appointees. **SEE ATTACHMENT ON PAGE 474**

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

ADDENDUMS

DISTRICT ATTORNEY:

30. Immediately following Commissioner's Court- 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.

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

_____

Jeff R. Branick
County Judge

avis budget group

Avis Budget Car Rental, LLC
World Headquarters
6 Sylvan Way, Parsippany, NJ 07052

ORIGINAL

INVITATION FOR BID FOR RENTAL CAR CONCESSION AT JACK BROOKS REGIONAL AIRPORT

BID NO: IFB 18-061/YS

BIDDER INFORMATION FORM

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: Avis Budget Car Rental, LLC

Bidder's TAX ID Number: 22-3475741

Contact Person: Anne D. Morrison **Title:** Vice President, Properties and Facilties

Phone Number (with area code): 973-496-5910

Alternate Phone Number if available (with area code):

Fax Number (with area code): 973-496-3441

Email Address: anne.morrison@avisbudget.com

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

6 Sylvan Way

Address

Parsippany, NJ, 07054

City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

OFFER TO CONTRACT

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): 1, 2, 3, 4.

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

Avis Budget Car Rental, LLC
Company Name

6 Sylvan Way
Address

Parsippany | NJ | 07054
City | State | Zip

Signature of Person Authorized to Sign

Anne D. Morrison
Printed Name

Vice President of Properties and Facilities
Title

For clarification of this offer, contact:

Anne D. Morrison
Name

973-496-5910 | 973-496-3441
Phone | Fax

anne.morrison@avisbudget.com
E-mail

Bidder Shall Return Completed Form with Offer.

SECRETARY'S CERTIFICATE AND CORPORATE RESOLUTION

AVIS BUDGET CAR RENTAL, LLC
ASSISTANT SECRETARY'S CERTIFICATE

I, Erik Johnson, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC (the "Company").

I HEREBY CERTIFY that the following resolution was adopted by the Company on April 13, 2016 and has not been amended, rescinded, or modified and is in full force and effect on the date hereof:

> "**RESOLVED,** that the persons listed below are each duly authorized to execute on behalf of the Company any and all airport bids, leases, concession agreements, real estate and any other similar instruments which are necessary to the business operations of the Company:
>
> David Blaskey
> Robert F. Bouta
> Erik Johnson
> Bryon L. Koepke
> Anne D. Morrison
> Robert E. Muhs."

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary of the Company pursuant to due and lawful corporate authority this 21st day of JAN, 2018.

Erik Johnson
Assistant Secretary

UNANIMOUS WRITTEN CONSENT IN LIEU OF MEETING OF THE BOARD OF MANAGERS

AVIS BUDGET CAR RENTAL, LLC

THE UNDERSIGNED, constituting all of the members of the Board of Managers of Avis Budget Car Rental, LLC, a Delaware limited liability company (hereinafter referred to as the "Company"), do hereby adopt the following resolutions with the same force and effect as if such resolutions were approved and adopted at a duly convened meeting of the Board of Managers of the Company.

RESOLVED that the persons listed below are each duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company:

David Blaskey
Robert F. Bouta
Erik Johnson
Bryon L. Koepke
Anne D. Morrison
Robert E. Muhs.

FURTHER RESOLVED, that this resolution may be signed in any number of counterparts, all of which when taken together will constitute but one and the same document.

DATED: April 13, 2016

Larry D. De Shon
Manager

David B. Wyshner
Manager

ACCEPTANCE TO 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 — Date

County Judge

_____

Carolyn L. Guidry

County Clerk

Bidder Shall Return Completed Form with Offer.

BID FORM

Bid Form

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	$6,627.00	$79,524
Year 2	$6,693.25	$80,319
Year 3	$6,760.25	$81,123
Year 4	$6827.83	$81,934
Year 5	$6,896.08	$82,753
Total Five Year MAG		$405,653

	Number of Spaces	Annual Parking (Spaces x $108)
Rental Car Parking: Number of Parking Spaces Bid: (Min 35 / Max 76)	76	$8,208
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	30	$3,240
Car Wash Area	Mark X in Desired Location	Annual Amount
Car Wash Area 1 (Min $11,250 Yr)	X	$15,276
Car Wash Area 2 (Min $3,240 Yr)		
TOTAL BID AMOUNT		$432,377

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. 1 Addendum No. 2 Addendum No. 3/4

Bidder Shall Return Completed Form with Offer

SIGNATURE PAGE

Signature Page

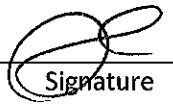
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

Avis Budget Ca Rental, LLC	
Bidder (Entity Name)	Signature
6 Sylvan Way	Anne D. Morrison
Street & Mailing Address	Print Name
Parsippany, NJ, 07054	2/21/2019
City, State, & Zip	Date Signed
973-496-5910	973-496-3441
Telephone Number	Fax Number
anne.morrison@avisbudget.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

Avis Budget Car Rental, LLC

2 [X] **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 [X] 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 [X] 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 [X] No

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

4

_____ 2/21/19
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**

Not Applicable

2 **Office Held**

Not Applicable

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

Not Applicable

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

Not Applicable

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 N/A 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.

N/A

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

GFE DETERMINATION CHECKLIST AND ACDBE PARTICIPATION

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 Non-applicable We do not subcontract, sign fixed contracts nor have in place HUB vendors.

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.

See attached HUB Utilization Plan - GFE

Anne D. Morrison
Printed Name of Authorized Representative

Signature

Vice President of Properties and Facilities
Title

2/21/19
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 Non-applicable We do not subcontract, sign fixed contracts nor have in place HUB vendors.

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: _____

Anne D. Morrison		2/21/19
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 Non-applicable We do not subcontract, sign fixed contracts nor have in place HUB vendors.

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: Non-applicable We do not subcontract, sign fixed contracts nor have in place HUB vendors.

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: Non-applicable We do not subcontract, sign fixed contracts nor have in place HUB vendors.

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): Anne D. Morrison

Title: Vice President of Properties and Facilities

Signature: _____

Date: 2/21/19

E-mail address: anne.morrison@avisbudget.com

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

Name (print or type): Lukas DeRenzi

Title: Paralegal

Date: 2/21/19

E-mail address: lukas.derenzi@avisbudget.com

Bidder Shall Return Completed Form with Offer.

Avis Budget Car Rental, LLC.

Good Faith Effort (GFE) - Historically Underutilized Business (HUB) Utilization Plan at Jack Brooks Regional Airport

As noted on the Historically Underutilized Business (HUB) bid documents, we do not subcontract, sign fixed contracts nor have in place Historically Underutilized Business (HUB).

We recently acquired this location as a corporate owned location. As a result, we do not have Historically Underutilized Business (HJUB) vendors in place. We will make all Good Faith Efforts (GFE) to utilize Historically Underutilized Business (HUB) vendors used at our other corporate location closest to this airport. The Historically Underutilized Business (HUB) vendors noted below represent those who are already in our supply chain at nearby corporate owned location. In addition, we are attaching the current Historically Underutilized Business (HUB) certification for each vendor.

Exel First Building Services of Texas, Inc.
10810 Hammerly Blvd.
Houston, Texas 77218
Tel: 832-358-3935
Contact: Jose Lopez

True Vines, Inc.
111 Brand Ln.
Stafford, Texas 77477
Tel: 281-933-4321
Contact: Deborah Watts

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1760572560900**
File/Vendor Number:	**36547**
Approval Date:	**05-NOV-2018**
Scheduled Expiration Date:	**30-JUN-2021**

In accordance with the Memorandum of Agreement between the
City of Houston (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

TRUE VINES, 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 20-NOV-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, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

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

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1454931064800**
File/Vendor Number:	**495833**
Approval Date:	**29-JAN-2016**
Scheduled Expiration Date:	**31-JAN-2019**

In accordance with the Memorandum of Agreement between the
City of Houston (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

EXEL FIRST BUILDING SERVICES OF TEXAS, I

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 16-FEB-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512-463-5872**.

Rev. 01/15

AVIS®

Budget

DBE Compliance Plan
With Exhibits
Prepared for
Jack Brooks Regional Airport

STRATEGIC BUSINESS AND DIVERSITY RELATIONS TEAM

Lynn A. Boccio, Esq.
Vice President

Susan Pettit
Senior Procurement Specialist

Lyndelle Abela
Administrative Assistant & Program Coordinator

avis budget group

Avis Budget Payless Zipcar

STRATEGIC BUSINESS & DIVERSITY RELATIONS

AC/DBE UTILIZATION PLAN

By service of the Strategic Business and Diversity Relations Compliance Plan pursuant to the request for proposal from Jack Brooks Regional Airport [hereinafter the "Airport"], Avis Budget Group, Inc. [hereinafter "ABG"], hereby proposes to the Airport, its commitment to achieve the plan goals for ACDBE/DBE participation [herein referred to as AC/DBE]. ABG has recently acquired Zipcar Inc., and Payless Car Rental, Inc. These entities will be incorporated into our AC/DBE program in the coming year. This aforementioned commitment is conditional upon the Airport certifying one or more automobile dealerships as specified herein during the first year of operations under the new concession agreement if said dealership is not presently certified as an AC/DBE by the Airport or another authority. ABG, by submittal of this AC/DBE Compliance Plan and the exhibits annexed hereto, hereby states our continued willingness to work with the Airport to promote usage of certified AC/DBE suppliers and to identify capable AC/DBE suppliers for certification. ABCR reserves its right to terminate any AC/DBE for good cause, without notice to the airport, if said AC/DBE is committing any alleged criminal acts and / or disrupting the normal course of business. With respect to any suppliers not presently certified by the Airport yet set forth in this plan and / or subsequently identified as per the bid documents, they are, upon information and belief, capable AC/D/M/WBE suppliers which merit examination for certification by the Airport.

ABG has carefully examined its operations at World Headquarters (Parsippany, NJ, and Long Island, NY) and its corporate airport locations, and its procurement practices so as to identify all areas of potential AC/D/M/WBE participation therein. In furtherance thereof, ABG will continue to identify potential AC/D/M/WBE suppliers with the requested assistance of various organizations, aviation boards and current directories of certified suppliers. These areas include, but are not limited to, gasoline purchases, automobile purchases, auto body shops, janitorial services, security services, etc. (see Exhibit A).

Once identified, each potential AC/D/M/WBE supplier (who is not currently certified by a reputable organization or aviation board) will be asked to submit the appropriate applications. When the AC/D/M/WBE entity is certified, ABG World Headquarters fleet department, purchasing department and field personnel will negotiate and contract with the company for the goods and/or services required. These departments, as well as ABG's Strategic Business & Diversity Relations Unit and the Properties Department, will maintain ongoing management of the certified diversified suppliers in order to insure that they remain certified and continue to assist ABG in accomplishing its compliance plan goals. It is important to note the methodology of compliance set forth herein has been calculated in accordance with anticipated business needs and historical purchasing activity, including the purchase of new automobiles for the ABG fleet from minority and women-owned dealerships.

As demonstrative evidence of the ABG commitment, a substantial number of vehicles are purchased from AC/D/M/WBE dealerships.

In 2017, Avis purchased approximately $4,455,645,577in new vehicles. Of this number, $2,054,590,109 in new vehicles were purchased from minority and/or women-owned automobile dealerships.

In 2017, Budget purchased approximately $2,801,388,085 in new vehicles. Of this number, $1,286,226,779 were purchased from minority and/or women-owned automobile dealerships.

Currently, ABG is doing business with thousands of AC/D/M/WBEs, disabled, veterans, HBCUs, Hubzones, SBEs and SDBs, inclusive of its corporate supplier diversity and airport AC/DBE compliance programs.

ABG currently purchases new vehicles for its fleet from minority and women-owned dealerships including, but not limited to:

Fairway Motors Chevrolet
1110 N. Church Street
Hazelton, PA 18201
Contact: Laura Corazza
(570) 455-7701

Santa Monica Ford
1230 Santa Monica Blvd.
Santa Monica, CA 90404
Contact: Mr. Ron Davis
(310) 451-1588 (x204)

ABG also currently utilizes disadvantaged, minority, and women-owned business suppliers through our national account program for automotive services. Additionally, if the airport requires suppliers to be certified by their certifying agency, ABG will do all it can to have its current suppliers used at the airport certified or use suppliers currently certified by the airport, if applicable.

STRATEGIC BUSINESS & DIVERSITY RELATIONS
P.O. BOX 4319
HUNTINGTON, NEW YORK 11743

To further support our equal employment opportunity program, ABG has established a Disadvantaged, Minority and Women Business Enterprise Program, referred to as the AC/D/M/WBE Program. This program is intended to insure that disadvantaged, minority and women-owned business enterprises will have the maximum practicable opportunity to participate in ABG's contract awards. The ABG AC/D/M/WBE Program details the assigned responsibilities for field locations inclusive of all airport concessions with contractual DBE requirements, as well as World Headquarters who purchase products and services. To facilitate these tasks, ABG has developed a unit called Strategic Business & Diversity Relations. This unit has been organized in 1996 by Robert F. Bouta, Esq., Senior Vice President – Properties and Facilities, and Lynn A. Boccio, Esq., Vice President – Strategic Business and Diversity Relations. Mr. Bouta and Ms. Boccio are attorneys. Ms. Boccio's unit includes Senior Procurement Specialist, Ms. Susan Pettit; and an Administrative Assistant and Program Coordinator, Ms. Lyndelle Abela.

FOCUS OF STRATEGIC BUSINESS & DIVERSITY RELATIONS

Strategic Business & Diversity Relations was established to comply with all contractual AC/DBE requirements in our concession agreements at our corporate airport locations and to promote, educate, and develop minority and women-owned business enterprises. Specifically, it was organized to provide a link between ABG and the disadvantaged, minority and women's business communities, and to facilitate and increase corporate purchasing of goods and services from certified disadvantaged, minority, and women-owned businesses. ABG and its Strategic Business & Diversity Relations Unit emphasize proaction, productivity, and progress. Said unit continues to make the positive difference that will expand disadvantaged, minority, and women-owned business development which enhances our global economy.

PURPOSE OF STRATEGIC BUSINESS & DIVERSITY RELATIONS

The object of Strategic Business & Diversity Relations is to promote compliance (as noted above) and to promote business opportunities for disadvantaged, minority, and women-owned business enterprises and to facilitate effective corporate AC/D/M/WBE relationships. Additionally, said unit identifies and assists in certifying business entities as bona fide disadvantaged, minority, and women's business enterprises; assists corporate purchasing and field personnel in developing, expanding and implementing corporate diversity purchasing programs; maintains a AC/DBE supplier directory inclusive of a database of certified diversified suppliers; advertises in minority trade fair journals and newspapers; and attends trade fairs, mini fairs, conferences, seminars, workshops, training sessions and other appropriate events to promote the goods and services provided by diversified suppliers.

With respect to the AC/DBE airport concession program, ABG has an aggressive AC/D/M/WBE goods and services supplier program covering the areas previously noted and such additional critical items as automobile purchases, mechanical and auto body repairs, towing,

advertising, printing, solvents, body work, security, glass repairs and signage. (See Exhibit A.) ABG World Headquarters fleet acquisition unit assists in the identification and solicitation of minority and women-owned automobile dealerships for fleet vehicle purchases. In conclusion, ABG is committed to minority and women's participation in all aspects of the ABG car rental business.

POLICY STATEMENT
AC/D/M/WBE PROGRAM

ABG is an Equal Opportunity Employer. In support of that policy, we have chosen to establish a Disadvantaged, Minority, and Women-Owned Business Enterprise Program ("Program") to promote the growth and development of diversified suppliers. Accordingly, ABG is committed to an "inclusive" work environment via diversified staffing, internships, etc. (See Exhibit B, Statement of Mark Servodidio, Senior Vice President of Human Resources.)

ABG believes that major corporations should channel business opportunities to disadvantaged, minority, and women-owned business enterprises. Helping these entrepreneurs move quickly into the mainstream of the economy strengthens the disadvantaged business community economically and contributes to overall economic growth of those communities where ABG does business.

Accordingly, it is the ABG policy to insure that disadvantaged, minority, and women-owned business enterprises will have the maximum practicable opportunity to participate in contract awards consistent with the efficient performance of the applicable contract.

NATIONAL OUTREACH EFFORTS

The unit that prepares these reports is also involved in outreach activities designed to increase AC/DBE usage and supplier diversity both nationally and on the local level. The ABG unit meets with "benchmark" or "mentor" corporations whereby we exchange helpful suggestions for the expansion and effective management of a Strategic Business & Diversity Relations Unit such as ours. We meet with corporations throughout the United States as well as network with them at trade fairs for disadvantaged, minority, and women-owned businesses. As part of that effort, ABG has featured disadvantaged, minority, and women suppliers in various national ads.

Because of its efforts in supplier diversity, Avis was recognized in 2000 by Fortune Magazine as one of "The 50 Best Companies for Minorities." Avis was #8 on the Fortune list. Included in the award criteria was supplier diversity, an area in which Avis placed second in the country.

ABG or its predecessors have been recognized by the Women's Business Enterprise National Council as one of America's Top Corporations for Women's Business Enterprises at their annual awards ceremonies held at the Whitehouse in 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, and 2011.

Throughout the year, ABG sponsors and exhibits at numerous minority and women's business trade fairs, conferences and conventions. For a complete list of all events, see Exhibit C.

LOCAL OUTREACH EFFORTS

As previously noted, a Strategic Business and Diversity Relationships Liaison Representative have been appointed at each ABG airport location. Our liaisons are encouraged to add diversified suppliers that can provide goods and services on an "as needed basis." ABG believes in word and in deed that doing business with diversified suppliers makes good business sense! ABG's Strategic Business & Diversity Relations Unit works aggressively with numerous organizations and agencies that promote opportunities for disadvantaged, minority, and women-owned businesses.

Our vision is to fully integrate disadvantaged, minority, and women suppliers into all aspects of the company's supplier chain. ABG has also developed strategic alliances with disadvantaged, minority, and women professional service providers including attorneys and consultants specializing in airport concessions in an effort to proactively assist these companies as they advance and grow.

Reaching out and into the community is a vital and critical element of the ABG approach to identifying opportunities for small, disadvantaged, minority, and women-owned businesses. The ABG plan is aimed at improving contracting opportunities for its disadvantaged, minority, and women-owned business community. As noted above, local Strategic Business and Diversity Relations Liaison Representatives staff our airport locations. Our liaisons participate in local events and consistently work to ensure that our AC/DBE database continues to grow.

In addition, ABG is participating in the Welfare to Work initiatives on a national basis. The ABG participation is mainly through job readiness training centers. At the present time, ABG works with the following organizations: American Works, Urban League, Access for Women, Business Link, Federation Employment and Guidance Services, Inc. (FEGS), New York State Department of Labor, Board of Cooperative Educational Services and more. To date, ABG has hired 550 individuals.

AWARDS

As a result of our commitment, the Strategic Business and Diversity Relations Unit has been honored to receive the following awards:

- In September 1998 during MEDWEEK, the U.S. Department of Commerce Minority Business Development Agency, the U.S. Small Business Administration, and The Minority Enterprise Development '98 Committee awarded Avis "Regional Corporation of the Year".

- Avis was the recipient of the 1998 Chairman's Award at the National Minority Business Council's 18th Annual Business Awards Luncheon.

- The Long Island Hispanic Chamber of Commerce awarded Avis "Corporation of the Year" for 1999.

- In June 2000, Avis was recognized as one of "The 50 Best Companies for Minorities" by Fortune Magazine. Avis was #8 on the Fortune list. Supplier diversity was included in the award criteria.

- The Women's Business Enterprise National Council named Avis to its list of "America's Top Corporations for Women's Business Enterprises" (Sweet 16) in October 2000. The honor was repeated in March 2002 and 2003 (Elite Eight) and again in 2004 (Elite Eleven).

- In May 2001, Asian Enterprise Magazine recognized Avis as one of the "Best Companies for Asian American Entrepreneurs."

- In February 2002, AARP recognized Avis as one of the ten best companies for workers aged 50 or better. Chairman Dave Siegel accepted on behalf of the Human Resources Department.

- In June 2002, Avis placed second in the Airport Minority Advisory Council membership drive for bringing in new members. The prize money was returned to AMAC to further its goals among minority businesses.

- Avis received the "Joseph Papp Corporate Diversity Award" from the Foundation for Ethnic Understanding in November 2002.

- The Women Presidents' Educational Organization named Avis "Outstanding Corporation for 2002".

- Avis received the 2003 Leaders of Distinction Gold Medal Achievement Award from Saludos Hispanos / Saludos.com for its leadership role in providing opportunity for their corporate and store-hiring practices and for attainment and success among the Hispanic community.

- In October 2003, Cendant Corporation, our former parent company, was named "Corporation of the Year" by the United States Hispanic Chamber of Commerce.

- Avis was named to the list of Top Corporations for their Supplier Diversity Programs by the Black EOE Journal (Edition IV/F 2003).

- In March 2005, Avis and Cendant Car Rental Group were named one of the America's Top Corporations for women's business enterprises at the Women's Business Enterprise National Council (WBENC) annual Salute in Washington, D.C. Robert Salerno, CEO and President of Cendant Car Rental Group, accepted the award during a White House ceremony and attended the formal Salute event with Robert Bouta, Senior Vice President of Properties and Facilities, representing Lynn Boccio and the Strategic Business and Diversity Relations team of the present ABG.

- In June, 2005, Cendant was presented with the "2005 Corporation of the Year" Award by the National Gay and Lesbian Chamber of Commerce (NGLCC) during the organization's national dinner themed, *An Evening of Courage.*

- In August 2005, Cendant Car Rental Group received the "Tier One Supplier Diversity Advocate Award" by Nationwide Insurance. Women's USA Enterprise Magazine interviewed Lynn for a feature article about supplier diversity which appeared in their September issue.

- In September 2005, Cendant Corporation, our former parent company, was named "Corporation of the Year" by The Long Island Hispanic Chamber of Commerce at the "17th Annual Gala Awards Banquet."

- In March, 2006, Cendant Car Rental Group was awarded the Outstanding Corporation of the Year by the Women Presidents' Educational Organization.

- Cendant Car Rental Group was named one of the 2005 Top Corporations for women's business enterprises at the Women's Business Enterprise National Council (WBENC) annual Salute in Washington, D.C., in March 2006.

- In June 2006, Cendant Car Rental Group was honored as the AMAC 2006 Award of the Organization recipient at the 22nd Annual AMAC/FAA Airport Business Conference in Jacksonville, Florida.

- In January 2007, ABG was awarded a "Certificate of Appreciation" plaque at the WPEO Corporate Partner's Reception held in New York.

- In March 2007, ABG was named one of the 2006 Top Corporations for Women's Business Enterprises (WBEs) at the Women's Business Enterprise National Council (WBENC) Annual Salute in Dallas, Texas.

- In January 2008, Diversity Business Magazine selected Avis Budget Group as one of the TOP 50 Organizations for Diversity. This is the first time ABG has been selected for this award. No other car rental companies appear on the list.

- In March 2008, ABG was named one of America's Top Corporations for Women's Business Enterprises, 2007 for the eighth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in Washington, D.C.

- In April, 2008, ABG was recognized by Diversity Business Magazine as one of America's Top Organizations for Multicultural Business Opportunities at the 8TH Annual National Multicultural Business Conference in Orlando, FL.

- In January 2009, Avis Budget Group was selected as one of 2008's Top 50 Organizations for Multicultural Business Opportunities by DiversityBusiness.com for the second consecutive year. Avis Budget Group was the only vehicle rental provider to receive this distinguished honor.

- In March 2009, Avis Budget Group has been honored as one of America's Top Corporations for Women's Business Enterprises in 2008 for the ninth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in National Harbor, MD.

- In May 2009, Avis Budget Group was recognized as one of the Top 50 Companies for Supplier Diversity by the United States Hispanic Chamber of Commerce.

- In June 2009, Avis Budget Group was accepted into the Billion Dollar Roundtable (BDR); whereby the BDR recognizes Avis Budget Group's leadership in supplier diversity and Avis' achievement of procuring more than $1.0 billion annually from minority and women-owned businesses on a first tier basis.

- In November 2009, Black EOE Journal, Hispanic Network Magazine and Professional Woman's Magazine announced that Avis Budget Group was chosen and will be recognized as 2009 "Best of the Best" in diversity employment and supplier diversity.

- In March 2010, Avis Budget Group has been honored as one of America's Top Corporations for Women's Business Enterprises in 2009 for the tenth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in National Harbor, MD.

- In September 2010, Avis Budget Group was inducted into the 2010 Million Dollar Club at the 31st Annual United States Hispanic Chamber of Commerce Conference. This is the first year that the Million Dollar Club Awards were presented. Corporations achieved this award by purchases made with Hispanic suppliers which totaled over a million dollars.

- In September 2010, MBN USA Magazine named Avis Budget Group one of its "Corporate 101", which is a listing of the top corporations for supplier diversity. The MBN USA editorial board identified companies that have impacted supplier diversity through its top-down support and through opening its doors to diverse suppliers in extraordinary ways. This was acknowledged in MBN USA's November/December special platinum issue.

- In March 2011, Avis Budget Group has been honored as one of America's Top Corporations for Women's Business Enterprises in 2010 for the eleventh consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in National Harbor, MD.

- In May 2011, Avis Budget Group was asked to submit a diversity statement describing their commitment to women's business development inclusive of the successes and philosophies associated with the company's supplier diversity initiative. This was to be included in WE USA Magazine's "Best of the Decade" section featuring companies and leaders who work hard for supplier diversity. This statement will be included in their Platinum Edition premiering at the 2011 WBENC National Conference in June.

- In September 2011, for the second consecutive year, Avis Budget Group was inducted into the 2011 Million Dollar Club at the United States Hispanic Chamber of Commerce 32nd Annual National Conference and Business Expo in Miami Beach, FL.

- In January 2012, Avis Budget Group was notified that they were being honored as one of America's Top Corporations for Women's Business Enterprises in 2011 for the twelfth consecutive year. The award ceremony will take place in March at the Women's Business Enterprise National Council (WBENC) Annual Salute at the Baltimore Marriott Waterfront, Baltimore, MD.

- In June 2012, Avis Budget Group was presented with the AMAC Corporate Partner Award during their annual Airport Business Diversity Conference in St. Louis Missouri. This award is given by the Board on behalf of AMAC to an organization that has consistently contributed to the overall growth and development of AMAC, demonstrated a consistent and substantial commitment to the growth and development of DBE's, and

whose workforce and business activities reflect a strong and consistent commitment to diversity.

- In September 2012, for the third consecutive year, Avis Budget Group was inducted into the 2012 Million Dollar Club at the United States Hispanic Chamber of Commerce 33rd Annual National Conference and Business Expo in Los Angeles, CA.

- In October 2012, Avis Budget Group was recognized by U.S. Veterans Magazine as one of the nation's 2012 Best of the Best: Top 100 Companies Recruiting Veterans.

- In December 2012, Avis Budget Group was selected by the American Institute of Diversity and Commerce as a distinguished recipient of a 2012 Women's Business Enterprise Hall of Fame award. This national award honors individuals, companies and organizations that have demonstrated exemplary leadership and support in the success of women's business enterprise initiatives.

- In December 2012, Avis Budget Group, along with other Ambassadors, were given special recognition from WBENC's Ambassador Program for their outstanding work during the year whether it was in bringing new members, providing expertise, or building relationships.

- In January 2013, DiversityBusiness.com announced that Avis Budget Group was selected as one of the "Top 50 Organizations for Multicultural Business Opportunities". Over 1.3 million businesses were asked to answer ten questions about diversity business in the marketplace. Answers were based on factors such as volume, consistency and quality business opportunities granted to minority and/or women-owned businesses.

- In March 2013, Avis Budget Group was honored as one of America's Top Corporations for Women's Business Enterprises in 2012 for the thirteenth consecutive year. The award ceremony took place at the Women's Business Enterprise National Council (WBENC) Annual Summit and Salute at the Hilton Baltimore, Baltimore, MD.

- In September 2013, Avis Budget Group was recognized by MBN USA Magazine as one of its 2013 Corporate 101 in their special edition distributed at the USHCC Annual Conference in Chicago.

- In September 2013, for the fourth consecutive year, Avis Budget Group was inducted into the 2013 Million Dollar Club at the United States Hispanic Chamber of Commerce Annual National Conference and Business Expo in Chicago, IL.

- In September 2013, Avis Budget Group's supplier diversity program was recognized as the "Best of the Best" among the nation's top programs for women business owners by Professional Woman's Magazine.

- In November, 2013, Avis Budget earned the 2014 Military Friendly Employer title from Victory Media, publisher of G.I. Jobs and Military Spouse. Companies competed for the title via a survey of more than 5,000 companies.

- In November, 2013, Avis Budget Group received the "Corporation of the Year" Award at the Long Island Hispanic Chamber of Commerce's 25th Annual Awards Gala at the Long Island Marriott, in Uniondale, New York.

- In February 2014, Avis Budget Group has been selected by DiversityBusiness.com as one of "America's Top 50 Corporations for Multicultural Business Opportunities for 2014". This award is recognition of ABG's commitment to diversity throughout the nation's multicultural business community.

- In March 2014, Avis Budget Group was honored as one of America's Top Corporations for Women's Business Enterprises in 2013 for the fourteenth consecutive year. The award ceremony took place at the Women's Business Enterprise National Council (WBENC) Annual Summit and Salute at the New Orleans Marriott.

- In May 2014, Women's Enterprise recognized Avis Budget Group among the 2014 WE USA 100 Corporations of the Year because of our demonstration of commitment to growing and developing women-owned enterprises. The Best of the Decade Conference Edition of WE USA will feature the company's supplier diversity statement as testament to Avis Budget Group's support of WBEs and other diverse enterprises.

- In June 2014, Avis Budget Group was among three corporations that were honored by The National Minority Business Council, Inc., for their outstanding corporate diversity program that supports minority business enterprises through the purchases of goods and services throughout the United States in addition to strong work-place diversity programs which encourages equal opportunity in hiring and promoting within its diverse work force as well as other employee support programs and initiatives. The award ceremony took place at BNY Mellon in New York.

- In July 2014, Avis Budget Group was notified by Professional Woman's Magazine that they made the "Best of the Best – Top Supplier Diversity Program for Women" and will be listed in the "Women Making a Difference" issue in September.

- In August 2014, Minority Business News recognized Avis Budget Group among the 2014 Corporate 101: America's Most Admired Corporations for Supplier Diversity. Avis Budget Group's supplier diversity statement will be featured in the Corporate 101 Edition of MBN USA.

- In September 2014, for the fifth consecutive year, Avis Budget Group was inducted into the 2014 Million Dollar Club at the United States Hispanic Chamber of Commerce Annual National Conference and Business Expo in Salt Lake City, Utah.

- In February 2015, DiversityBusiness.com announced that Avis Budget Group was selected as one of "America's Top 50 Organizations for Multicultural Business Opportunities for 2015". Over 1.3 million businesses participated in an on-line election to determine the "Top 50". Answers were based on factors such as volume, consistency and quality business opportunities granted to multicultural suppliers. Award will be presented in May at the 15th Annual National Diversity Summit.

- In March 2015, Avis Budget Group was honored as one of America's Top Corporations for Women's Business Enterprises in 2014 for the fifteenth consecutive year. The award ceremony took place at the Women's Business Enterprise National Council (WBENC) Annual Summit and Salute at the Baltimore Marriott Waterfront.

- In April 2015, Avis Budget Group was selected by Black Enterprise for inclusion on the Black Enterprise 35 Top Companies for Supplier Diversity list, an exclusive roster of major corporations that have demonstrated best practices through their diversity representation within their supply chain.

- In May 2015, Avis Budget Group was chosen as one of the 2015 WE USA Corporations of the Year. WE USA will showcase Avis Budget Group's supply chain leaders, recognizing them for their commitment to identify WBEs and match them with opportunities that support supply chain inclusion.

- In September 2015, for the sixth consecutive year, Avis Budget Group was inducted into the 2015 Million Dollar Club at the United States Hispanic Chamber of Commerce Annual National Conference and Business Expo in Houston, Texas.

- In September 2015, Minority Business News USA recognized the leaders (CPO, supplier diversity managers, supply chain leaders) of Avis Budget Group who play integral roles in making supplier diversity happen. These leaders will be recognized and showcased in Minority Business News USA Chrome Conference Edition.

- In January 2016, DiversityBusiness.com announced that Avis Budget Group was selected as one of "America's Top 50 Organizations for Multicultural Business Opportunities for 2016". Over 1.5 million businesses participated in an on-line election to determine the "Top 50". Answers were based on factors such as volume, consistency and quality business opportunities granted to multicultural suppliers. Award will be presented in April at the 16th Annual National Diversity Summit.

- In March 2016, Avis Budget Group was honored as one of America's Top Corporations for Women's Business Enterprises in 2015 for the sixteenth consecutive year. The award ceremony will take place at the Women's Business Enterprise National Council (WBENC) Annual Summit and Salute in Phoenix, Arizona.

- In May 2016, Avis Budget Group was named as Women's Enterprise USA Magazine's WE 100 Corporations of the Year. Avis Budget Group's CEO and supplier diversity officer will be featured in Volume II of Women's Enterprise USA which will debut at the Women's Business Enterprise National Council Conference and Business Fair in June.

- In June 2016, Minority Business News USA recognized Avis Budget Group among the 2016 Corporate 101: America's Most Admired Corporations for Supplier Diversity. Avis Budget Group's supplier diversity statement will be featured in the 2016 Corporate 101 Edition of MBN USA.

- In October 2016, for the sixth consecutive year, Avis Budget Group was inducted into the 2016 Million Dollar Club at the United States Hispanic Chamber of Commerce Annual National Conference and Business Expo in Miami, Florida.

- In November, 2016, Avis Budget Group was notified by Victory Media, originator of Military Friendly® employment, entrepreneurship and education resources for veterans and their families that they made the list of 2017 Military Friendly® Employers. The list distinguishes elite companies who boast the strongest job opportunities, hiring practices and retention programs for transitioning service members seeking civilian employment.

- In March, 2017, Avis Budget Group was honored as one of America's Top Corporations for Women's Business Enterprises in 2016 by the Women's Enterprise Business National Council (WBENC). They were honored with the Gold Level of Distinction which was awarded to them in a ceremony at the WBENC Summit and Salute which was held in New Orleans, LA.

- In May 2017, Avis Budget Group was honored as one of the Top 50 Corporations for Inclusive Business Opportunities for 2017 at the 17th Annual Omnikal (formerly DiversityBusiness.com) Business Summit at the Harvard Club in New York. These top 50 US corporations were chosen because they are awarding the most business to the growing, culturally diverse vendor/supplier marketplace.

- In May, 2017, Avis Budget Group was chosen as one of Women's Enterprise Magazine's Top 100 Corporations for Women's Business Enterprises. It recognizes the best in supply chain diversity and the impact on our industry and in the global marketplace. As part of the recognition, the magazine will also highlight the CEO and supplier diversity leader who value the contribution and qualities of women-owned business enterprises. This will be featured in the summer edition of Women's Enterprise magazine which will debut at the Women's Business Enterprise National Council's National Conference and Business Fair in June.

- In May 2017, Avis Budget Group was selected by the editors for inclusion on the Black Enterprise "50 Top Companies for Supplier Diversity" list. This list is comprised of major corporations which demonstrate best practices through diverse representation within their supply chain. There will be a special report included in their May/June issue.

- In May, 2017, Avis Budget Group was invited to join the JP Morgan Chase & Co. Gold Supplier Program. JPMC views Gold Suppliers as market leaders in terms of innovation and capabilities. In order to make Avis Budget Group visible as a Gold Supplier, JPMC will display our company logo in their procurement systems and internal marketing materials about the Gold Program. Our logo will be seen by JPMC's buying and sourcing teams as a signal of our Gold Supplier status and preferred provider.

- In July 2017, Minority Business News USA recognized Avis Budget Group among the 2017 Corporate 101: America's Most Admired Corporations for Supplier Diversity. This honor will be listed on the 2017 Corporate 101 listing along with ABG's response to, "What key piece of advice do you have for diverse suppliers wanting to do business with your company", in an upcoming issue of MBN USA.

- In October 2017, for the seventh consecutive year, Avis Budget Group was inducted into the 2017 Million Dollar Club at the United States Hispanic Chamber of Commerce Annual National Conference and Business Expo in Dallas, Texas. The USHCC Million Dollar Club recognizes and celebrates top corporations that integrate Hispanic Business Enterprises (HBEs) into their strategic sourcing and procurement processes. These companies are publicly acknowledged as trailblazers in supplier diversity that are committed to increasing opportunities for Tier I and II suppliers in additional to their overall commitment to supplier diversity.

- In February 2018, Avis Budget Group was selected as one of "America's Top 50 Organizations for Multicultural Business Opportunities, known as the "Omni50". This honor recognizes Avis Budget Group's commitment to inclusion throughout the nation's

business community and acknowledges our contributions to the growing economic sector.

- In March 2018, Avis Budget Group was honored as one of America's 2017 Top Corporations for Women's Business Enterprises for the seventeenth consecutive year by the Women's Enterprise Business National Council (WBENC). They were honored with the Gold Level of Distinction which was awarded to them in a ceremony at the WBENC Summit and Salute in Dallas, TX.

- In May 2018, Minority Business News USA recognized Avis Budget Group as one of the 2018 Best of the Decade due to our commitment to minority business development and inclusion and will highlight us in their 30th Anniversary Special Edition. In this issue, they will also recognize our Chief Executive Officer, Circle of Honor/Supplier Diversity Professional and our Chief Purchasing Officer as leaders who consistently drive progress and innovation in this arena. The magazine will be available in September and will be distributed at the U.S. Hispanic Chamber of Commerce National Conference, the Houston Minority Supplier Development Council Biz Expo, Tri-State Minority Supplier Development Council Opportunity Fair, among others.

- In May 2018, Avis Budget Group was recognized as one of the Best of the Best Top Supplier Diversity Programs by U.S. Veterans Magazine (USVM).

- In September 2018, Professional Woman's Magazine recognized Avis Budget Group as one of the Best of the Best for its Supplier Diversity Program in its Fall issue

- In October 2018, for the eighth consecutive year, Avis Budget Group was inducted into the 2018 Million Dollar Club at the United States Hispanic Chamber of Commerce Annual National Conference and Business Expo in Philadelphia, PA. The USHCC Million Dollar Club recognizes and celebrates top corporations that integrate Hispanic Business Enterprises (HBEs) into their strategic sourcing and procurement processes. These companies are publicly acknowledged as trailblazers in supplier diversity that are committed to increasing opportunities for Tier I and II suppliers in additional to their overall commitment to supplier diversity.

ABG's Vice President of Strategic Business and Diversity Relations, Lynn Boccio, has received national recognition for her advocacy in the area of supplier diversity.

- In 1998, Lynn was named by Minority Business News USA one of the top 12 "Women Who Mean Business in the United States" in the area of supplier diversity.

- In 1999, Lynn received the Dr. Ramon Emeterio Betances Award from the board of directors for the Puerto Rican Day Parade, Inc. She was the first non-Latina to receive this award.

- In May 1999, Lynn was the first woman honored by the Long Island Hispanic Chamber of Commerce for her contributions to Hispanic Youth. The award was presented by

television personality "Judge Judy". In addition, Lynn received a proclamation from Nassau City Supervisor, Thomas Gulotta.

- In October and November 1999, Lynn appeared on national television, "Hispanic Business Today", WNBC-TV, which featured Avis, her work in the area of supplier diversity, and the strategic partnership between the United States Hispanic Chamber of Commerce and Avis.

- In November 1999, she was awarded MBE Advocate of the Year in New York City by the Channel 7 News Team at the New York / New Jersey Minority Purchasing Council's Annual Partnership Awards Gala. The award recipient is selected by minority entrepreneurs for demonstrating great commitment, and has expended tremendous effort to furthering the cause of minority business development.

- In December 1999, Avis awarded Lynn the "Destination Excellence Award". This award honors performance reflecting successful behaviors and significant business results.

- Minority Business News USA selected Lynn to appear in the limited special edition "Best of the Decade in Supplier / Workforce Diversity 1990-2000" for her contributions over the previous ten years in the area of minority business.

- Lynn received the Corporate Hispanic Business Advocate of the Year Award for Region V from the United States Hispanic Chamber of Commerce in 1998, 1999, and 2000, as well as National Corporate Hispanic Business Advocate of the Year for 2001.

- America's Athletes with Disabilities named Lynn the recipient of its Women and Diversity Award 2002.

- Lynn received the 2002 Chair's Award for excellence, support and ongoing commitment to the Hispanic business community from the United States Hispanic Chamber of Commerce.

- In January, 2003, Lynn agreed to serve as a member of the volunteer National Board of Advisors Committee for Minority Business News USA.

- Lynn is included in the 2003 edition of *"International Who's Who of Professionals"*.

- Lynn received the Award of the Chair at the 2004 Airport Minority Advisory Council convention. This award is given by the Chair of AMAC to an individual who has made an outstanding, direct and personal contribution toward the success of AMAC.

- In September 2004, Cendant Car Rental Group recognized Lynn with its Destination Excellence award as "the person" in diversity for the car rental industry for her work toward reversing the negative image the industry held among airport and minority businesses.

- In August 2005, Women's USA Enterprise Magazine interviewed Lynn for a feature article about supplier diversity which appeared in their September issue.

- In August 2005, Lynn was a member of the planning committee for the very successful 21st Annual AMAC/FAA Airport Business Diversity Conference in Los Angeles, California.

- In November 2005, Lynn was the moderator for a panel discussion workshop – DBE Rules and Regulations for American Association of Airport Executives (AAAE).

- Lynn was in a feature article in the May / June 2006 issue of Women's Enterprise Magazine as one of the "Top 100" women in America who are impacting supplier diversity.

- Lynn was interviewed for a feature article in the January / February 2007 issue of Women's Enterprise – USA Magazine regarding The Top Ten Women Impacting Automotive Supplier Diversity.

- In March 2007, Lynn was presented with the Outstanding Women's Business Advocate of the Year Award by the Women Presidents' Education Organization (WPEO).

- In March 2007, Lynn was a participant in the "Dean's Distinguished Speaker Series" held at Quinnipiac University in Hamden, Connecticut. She spoke to undergraduate students in the School of Business about the importance of women and minority entrepreneurs partnering with big businesses.

- In March 2007, Lynn was a panelist on a workshop entitled, "From Commitment to World Class Performance: Ideas, Insight and Inspiration from America's Top Corporations for WBEs at the Women's Business Enterprise National Council (WBENC) Annual Salute in Dallas, Texas.

- Lynn was interviewed in a *special advertising feature*, "The X Factor", in the March 2007 issue of WBENC / Fortune Small Business magazine speaking on the supplier diversity program at Avis Budget Group.

- Women's Enterprise USA Magazine recognized and chose Lynn to be included in the limited special edition, Best of the Decade in Supplier and Workforce Diversity 2007, September / October 2007 issue. She was recognized for her contributions over the past ten years in the area of women's business development.

- MBN USA magazine is featuring the "First Ladies of Supplier Diversity" in their October 2007 Conference Edition; whereby, Lynn was chosen as one of the select few whose presence in the diversity arena has had significant impacts on diverse suppliers and the communities they serve.

- In December, 2007, Lynn gave a lecture on "Contracting with Corporate America" at the WPEO Pfizer-sponsored event on "Leveraging Contacts, Negotiating Contracts" in NYC.

- In February, 2008, Lynn was selected to be interviewed for the WPEO 10TH Anniversary Video which was shown at their Annual Awards Breakfast in March.

- In May, 2008, Lynn was elected for a two-year term as 2nd Vice Chair to AMAC's Board of Directors.

- In June, 2008, Lynn made opening remarks and introduced the Board of Directors at the Women Presidents' NY Breakthrough Breakfast held at the Pierre Hotel in New York.

- In June, 2008, Lynn was a presenter for a workshop entitled, "Leveraging Contacts, Negotiating Contracts", at the WIB2008: The Power of Progress Convention in Atlanta, GA.

- In January, 2009, Lynn made opening remarks and introduced the Board of Directors at the WPEO "Celebrating Our Partners" reception held at the Haworth in New York.

- In February, 2009, Lynn was interviewed by Diversity Executive Magazine for a feature article for the March/April issue entitled "Resources for Building Supplier Diversity."

- In March, 2009, Lynn was selected as the "Outstanding Women's Business Advocate" at the Women Presidents' Educational Organization's (WPEO) Awards Breakfast where she had the honor of presenting closing remarks.

- In July 2009, Lynn was inducted into the National Association of Professional Women whereby, the most accomplished professional women in over 200 industries and professions are highlighted and profiled.

- In October 2009, Lynn was a guest speaker for The Nassau County Bar Association and Hofstra University School of Law, "Women in Law Symposium – Gender Equity Program", a discussion of the issues impacting professional women and how women are affected by the practice of law.

- In December 2009, Lynn was selected by Minority Business News Magazine as a member of "*The Influential 100*", a listing of 100 of America's most influential leaders in minority business and supplier diversity development and will be featured in the January/February 2010 issue. This special section is devoted to those who have made extraordinary commitments to advancing the mission of growing minority businesses and supplier diversity.

- In March 2010, Lynn was asked to present the 2010 Outstanding Women's Business Advocate Award to Lynne Marie Finn of Superior Staff Resources, Inc., at the Women Presidents' Educational Organization (WPEO) Annual Awards Breakfast at the Mandarin Oriental in New York. Lynn was the previous award winner in 2009.

- In June 2010, Lynn was a panelist for a workshop entitled "Leveraging WBE Spend to Increase Market Share with Women" at the WBENC 2010 Women in Business National Conference (WIB2010) in Baltimore, Maryland. In addition, Lynn also had a speaking role during the Business Fair Breakfast at the conference.

- In September 2010, Lynn was named one of *MBN USA's* "Best of the Decade". Lynn's commitment to supplier diversity earned her recognition in the November/December 2010 edition of *MBN USA* magazine and its Best of the Decade – Circle of Honor special section where Lynn will be featured.

- In October 2010, Lynn participated in a "mock" interview between herself and a WBE whom Avis Budget Group reported Done Deals with at the Women Presidents' Educational Organization's (WPEO) annual Breakthrough Breakfast and Procurement Fair at the Grand Hyatt in New York. This gives Avis Budget Group visibility and will help to promote the Done Deals program along with providing the WBEs and corporations in attendance with valuable strategies.

- In October 2010, Lynn was selected as one of the VIP Women of the Year by the Board of Directors for the National Association of Professional Women (NAPW).

- In October 2010, Lynn was honored at the New Jersey Chinese-American Chamber of Commerce (NJCACC) for the Corporate Minority Business Coordinator Award. This award is given to a corporate executive in a Fortune 1000 corporation (or equivalent) who has made significant contributions in increasing the participation of minority contractors in numbers and volume of contracts.

- In November 2010, Lynn participated in a workshop panel, "Knowledge: Business Development", with Dr. Marsha Firestone (WPEO Founder and President) at the WEConnect conference held in Toronto, Canada.

- In February, 2011, Lynn was interviewed for Hispanic Executive Magazine highlighting her in an editorial scheduled for the September/October 2011 issue. The article wanted to showcase her legal career and strategic approach to Avis Budget Group's supplier diversity program, which have increased customer loyalty and empowered the minority business community.

- In May, 2011, WE USA Magazine named Lynn a "Best of the Decade" *Hall of Fame* member, featuring her among a group of distinguished leaders who, during the past decade, have labored to advance supplier diversity initiatives that promotes a level playing field for diverse business owners. Lynn's editorial feature included an interview on her contributions to women in business and will be included in WE USA's Platinum Edition premiering at the 2011 WBENC National Conference in June 2011.

- In October, 2011, as Chairperson of DVG's (Diverse Visions Group, LLC) Corporate Advisory Committee, Lynn was the moderator for the Executive Officers Forum and Corporate Diversity Leadership Awards event (CEO Reception) at the Chart House Restaurant in Weehawken, New Jersey, which brought together several Fortune 500 Chief Procurement Officers, Vice Presidents of Sales, and Chief Financial Officers.

- In January, 2012, Lynn was selected to be honored as one of Long Island's Top 25 Advocates for Latino Empowerment and included in their Inaugural Class of 2012. This is the first-ever annual awards program honoring those who have demonstrated commitment to the betterment, advancement and empowerment of Latino Americans. The honorees will be recognized at an awards reception to be held in April.

- In April, 2012, Lynn was selected as one of the 2012 Top 25 Women in Power Impacting Diversity by DiversityPlus Magazine. The *Women in Power Impacting Diversity* special section will be featured in the May / June 2012 issue of DiversityPlus and distributed at the Women's Business Enterprise National Council (WBENC) Conference in June.

- In April, 2012, Lynn was named one of Long Island's Top 25 Advocates for Latino Empowerment by The Hispanic Network and was honored in the Inaugural Class of 2012 at a special awards ceremony. All proceeds benefited the Hispanic Counseling Center (HCC), a non-profit providing comprehensive human services focusing on the needs of Latino families as well as all people seeking help.

- In September, 2012, Lynn was featured in the Women's Business Enterprise National Council (WBENC) President's Report. The main emphasis of her article was Top Corporation Best Practices: Avis Budget Group; *"Driving Women's Business Growth Through Partnerships."*

- In October 2012, Lynn was recognized as one of the 2012 MBN USA Ambassadors of Supplier Diversity which was announced in the MBN Chrome Edition that recently debuted at the annual National Minority Supplier Development Council, Inc. Conference and Business Opportunity Fair. This prestigious award is a representation of a solid commitment to connect diverse suppliers with increased access among the nation's purchasing communities.

- In January 2013, Professional Woman's Magazine, featuring 1st Lady Michelle Obama on the cover, selected Lynn to be included in a special feature on WBENC Profiles to be published mid-March 2013.

- In March, 2013, Women's Enterprise USA Magazine selected Lynn as one of the "Top 50 Women Leaders in Corporate Supplier Diversity for 2013 which will debut in a special edition of WE USA at the WBENC's Summit and Salute.

- In April, 2013, Lynn was asked by The Council (NY&NJMSDC) to give a presentation on supplier diversity best practices at their Annual MBE meeting held at the Bank of NY Mellon.

- In May, 2013, Lynn was the moderator for a workshop entitled, "Heart, Head & Hand™: The Science of Persuasive Communication" at the Women Presidents' Organization Conference in Dallas, TX.

- In May, 2013, Lynn was a panelist for the Billion Dollar Roundtable workshop at Diversity Alliance for Science entitled, "BDR Best Practices: Sourcing Organization's Revolution: Busting The Seams By Being Part of The Billion Dollar Roundtable" Dr. Marsha Firestone, President and Founder, Women Presidents' Educational Organization was the facilitator.

- In May, 2013, Lynn served as the keynote speaker for the Long Island Hispanic Chamber of Commerce's Eighth Annual Latina Hat Luncheon at Carltun on the Park in Eisenhower Park, Long Island, NY.

- In June, 2013, Lynn made closing remarks at the "Celebrating Women in Aviation Breakfast" at the Airport Minority Advisory Council National Conference in San Diego, CA.

- In June, 2013, Lynn was a presenter during a workshop given by Avis Budget Group, General Motors and Appliedinfo Partners, entitled "Best in Class Supplier Diversity 2nd

Tier Reporting: Criteria, Development & Metrics" at the WBENC National Conference and Business Fair in Minneapolis, MN.

- In July, 2013, Lynn was a guest at a Women's Power Lunch hosted by Morgan Stanley at Wolffer Estate in Sagaponack, NY.

- In August, 2013, Lynn was a keynote speaker at Hofstra University School of Law in Hempstead, NY. Her presentation was entitled, "The Ethics of Diversity in the Legal Profession and Diversity as a Strategic Edge for Business Development.

- In August 2013, Lynn was interviewed by Mr. Earvin Johnson's national cable network ASPiRE, the first and only national cable network certified by the NMSDC, at the Billion Dollar Roundtable Summit in Detroit, Michigan. The objective was to interview select BDR members and gain insights into the role and efforts that diverse supply chains, in conjunction with their respective corporations, have and continue to play in support of economic empowerment and community impact.

- In September, 2013, Lynn was the keynote speaker for the Be A Hero Hire A Hero Employment/Education Resource Expo at Citi Field in New York. The audience comprised of over 250 government and corporate leaderships and her speech focused on the importance of our Nation's heroes in hiring as diverse suppliers. Avis Budget Group was part of over 150 companies to welcome home veterans with job opportunities as they transition into civilian life.

- In October, 2013, Lynn participated in a telephone interview for the research that Exstare Federal Services Group, LLC conducted for the Transportation Research Board's Airport Cooperative Research Program to prepare "A Guidebook for Increasing Diverse and Small Business Participation in Airport Business Opportunities".

- In October, 2013, Lynn was a panelist in the workshop entitled, "Fundamentals of a New Minority Supplier Development Process" at the 2013 NMSDC Conference and Business Opportunity Fair in San Antonio, Texas. Her presentation focused on "Measurement & Tracking" and Process Improvement".

- In November, 2013, Lynn was selected by senior management to attend the Women in Leadership conference in San Francisco, CA. Attending the conference presented Lynn with the opportunity to interact with other ABG women leaders from not only Corporate ABG/North America but with some from LAC/PAC and EAME; gain insights from world-class keynote faculty and leading practitioners; participate in training and development on key competences; and expand her professional network.

- In January 2014, Asian Enterprise Magazine has selected Lynn to receive the Corporate Advocate Award. She will be honored at the 21st National Asian Entrepreneur Awards held in Beverly Hills, CA., in September. The award is given for outstanding leadership and advocacy for Women, Minorities, Gay & Lesbian, Veterans and the Asian American Pacific Islander business community.

- In February, 2014, Women's Enterprise USA Magazine selected Lynn as one of the "Top 100 Top Leaders in Corporate Supplier Diversity for 2014 which will debut in a special edition of WE USA at the WBENC's Summit and Salute

- In March, 2014, Lynn participated on the Airport Minority Advisory Council's (AMAC) Diversity Inclusion panel at the Airport Revenue News Revenue Conference and Exhibition at the Omni Orlando in Florida.

- In May 2014, Lynn was named "Corporate Executive of the Year" by the Bridges Awards, which was held on the first weekend in May at the Kentucky Derby Weekend. This honor celebrates corporate executives, corporations, media companies, entrepreneurs, entertainers and current or former professional athletes who exemplify excellence in diversity and inclusion through entrepreneurship.

- In September 2014, Lynn was a Lead Sponsor Panelist for the WPEO Breakthrough Breakfast and Procurement Fair at The Plaza Hotel in NYC. The program theme was "The Competitive Advantage".

- In October, 2014, Lynn was appointed by the Chairman of the Airport Minority Advisory Council (AMAC) to be on the Government Affairs Lobbyists Selection Committee.

- In February 2015, Lynn was selected as one of WE USA Magazine's 2015 Top 100 Leaders in Corporate Supplier Diversity. She will be recognized in a special edition of Women's Enterprise USA which will debut at WBENC's Summit and Salute in March.

- In April 2015, Lynn was selected as one of the 2015 MBN USA Champions and will be honored in a special section of MBN USA Magazine. This award is a tribute to her commitment and dedication to supplier diversity.

- In May, 2015, Lynn spoke at JFK Airport for Avis Budget Group's "Leave No Veteran Behind" Program. This is part of a veteran career fair sponsored by Avis Budget Group. Lynn spoke about Avis' efforts on employing veterans and Avis' efforts with working with veteran run businesses.

- In July 2015, Lynn was a keynote speaker for a Morgan Stanley event, "2015 Her Business World Retreat", whereby she spoke on the power of women and women's business development before and audience of leading women entrepreneurs and business owners.

- In July 2015, Lynn was selected by the American Institute of Diversity and Commerce as a distinguished recipient of a 2015 Women's Business Enterprise Hall of Fame award. This national award honors individuals, companies, and organizations that have demonstrated exemplary leadership and support in the success of women's business enterprise initiatives. The award will be presented December 7, 2015 at the Four Seasons Resort – Dallas at Las Colinas in Irving, Texas.

- In September 2015, Lynn was named one of MBN USA's "Best of the Decade" for her longstanding commitment to supplier diversity. She will be recognized in an upcoming edition of MBN USA Magazine and its "Best of the Decade" special section.

- In October 2015, Lynn participated on a panel at the WPEO Breakthrough Breakfast at the Plaza Hotel, entitled "Return on Relationships".

- In March, 2016, Lynn was named as one of Women's Enterprise USA's Top 100 Leaders in Supplier Diversity which will be featured in Volume I of Women's Enterprise USA Magazine. This list includes visionary role models who are paving the way for dynamic growth in the supplier diversity supply chain.

- In May, 2016, Avis Budget Group was named as one of Women's Enterprise USA magazine's WE 100 Corporations of the Year whereby Lynn was featured in Volume II of Women's Enterprise USA which debuted at the Women's Business Enterprise National Council Conference and Business Fair in June.

- In June, 2016, Lynn was named to MBN USA's 2016 Champions of Supplier Diversity list. This list recognizes supplier diversity professionals for their efforts in driving growth in supply chain diversity and inclusion.

- In June 2016, Lynn participated in WBENC's Student Entrepreneur Program (SEP) during their National Conference and Business Fair in Orlando, Florida. This program fosters growth for the next generation of women-owned businesses through an entrepreneur curriculum, a live pitch competition which awarded $10K in seed capital and mentoring from the most successful Women Business Enterprises and the largest Fortune 500 companies. She was assigned a student mentee where she guided and enhanced the experience of the student before, during and after the conference.

- In September 2016, Lynn was recognized alongside CEO and COO, Larry De Shon, as one of MBN USA's 2016 "Best-In-Class" due to her commitment to minority business development and inclusion. This recognition honors individuals who have proven to be leaders in consistently driving minority business enterprises.

- In October 2016, Lynn was a speaker at the WPEO Breakthrough Breakfast at the Plaza Hotel in New York City. The theme was Future Trends in the Supply Chain and she was required to speak about a future trend she identified and a tip for implementation.

- In October 2016, Lynn was interviewed by WBENC on their Student Entrepreneur Program (SEP) and her participation in mentoring a student during the National Conference and Business Fair and how their relationship continues after SEP concluded. Lynn continues to be in contact with her mentee providing introductions, marketing opportunities, support, etc. Lynn's interview will be featured in the December Issue of the WBENC President's Report.

- In March 2017, Lynn was selected as one of Women's Enterprise magazine's Top 100 Leaders in Corporate Supplier Diversity which debuted at the Women's Business Enterprise National Council's Summit & Salute in New Orleans.

- In May 2017, Avis Budget Group was selected as one of Women's Enterprise magazine's Top 100 Corporations for Women's Business Enterprises. As part of this recognition, they are highlighting ABG's CEO, Larry De Shon and Lynn showing that Avis Budget Group values the contributions and qualities of women-owned business enterprises. They will be featured in the summer edition of Women's Enterprise, which will debut at the Women's Business Enterprise National Council's National Conference and Business Fair in June.

- In June, 2017, Lynn was elected for a two-year term as Second Vice Chair for the Airport Minority Advisory Council (AMAC) Board of Directors.

- In October, 2017, Lynn was selected to speak during a TED talk presentation at the WPEO Breakthrough Breakfast and Procurement Fair held at The Plaza Hotel in NYC. The focus of the presentation was Disruption: *The Impact on the Supply Chair and Procurement.*

- In October, 2017, Lynn was asked to participate as a panelist on the aviation panel at the National Minority Supplier Development Council (NMSDC) Annual Conference in Detroit, MI. The topic of her panel was entitled, "Airport Panel: Ready for Lift-off? How to Do Business with Airports.

- In November, 2017, Lynn was nominated and with the consent of the Board was invited to join the Board of Directors for the United States Veterans Chamber of Commerce and accepted this invitation. The Board felt that with her experience, national reputation and stature in diversity, she would bring significant value to this nationally prominent Board of Directors.

- In March 2018, Lynn accepted WBENC's Top Corp Award on behalf of Avis Budget Group at the Summit and Salute in Dallas, TX.

- In March 2018, Lynn and her team were honored and listed in WE USA Women's Enterprise WBENC Summit & Salute Edition honoring Top Leaders and Teams in Corporate Supplier Diversity.

- In May 2018, Lynn was recognized as a Top 25 Leading Women Intrapreneur by the Leading Women Entrepreneurs and Business Owners at an awards event in Bedminster, NJ.

- In May 2018, Avis Budget Group was recognized as one of Minority Business News USA 2018 Best of the Decade due to our firm commitment to minority business development and inclusion in their 30th Anniversary Special Edition. As part of this recognition, they are also highlighting those leaders who consistently drive progress and innovation in this arena and Lynn Boccio will be featured along with our CEO and Chief Purchasing Officer. The magazine will be available in September and will be distributed at the U.S. Hispanic Chamber of Commerce National Conference, the Houston Minority Supplier Development Council Biz Expo, Tri-State Minority Supplier Development Council Opportunity Fair, among others.

- In September, 2018, Lynn was a presenter at the Small Business Administration's Advisory Committee on Veterans Business Affairs (ACVBA) in Washington, DC. The meeting itself consists of SBA program office reports/presentations as well as reports from other federal agencies, and representatives from non-government entities. The ACVBA comprises up to 15 members including 8 veteran-owned small businesses (VOSB), and 7 veteran service organizations. The ACVBA releases an annual report which makes recommendations on how the government can better serve VOSBs.

- In September, 2018, Lynn was asked by the Women Presidents' Educational Organization (WPEO) to present the Corporate Champion Award at the WPEO Breakthrough Breakfast held at The Plaza Hotel in New York.

- In November, 2018, Lynn was asked by the Long Island Hispanic Chamber of Commerce to introduce two veterans who were given citations at their 30th Annual Gala.

EXHIBIT A

GOODS AND SERVICES PURCHASED BY AVIS BUDGET GROUP

Automobiles

Automobile Parts

Automobile Body Repair

Automobile Reconditioning

Automobile Towing

Automobile Windshield Fluid – Annual Bid

Automotive Equipment

Building Maintenance Products

Bus Decals

Bus Parts

Cabinetry (Counter and Backwall Modules)

Car Wash Equipment / Supplies

Cleaning Equipment and Services

Displays (Counter, Wall, Brochure Racks, Express Check-In)

Disposable Paper Products

Electrical

Fence Repairs

Floor Coverings

Fuses

Garage Equipment and Repair

Gasoline / Diesel / Oil and other Petroleum Products

Glass Replacement and Repair – Annual Bid

Janitorial Services and Supplies

Landscape Services

Lubricants (Motor Oil) – Annual Bid

Painting

Pest Control

Plumbing

Safety Services

Signage

Tires

Towing

Uniform Cleaning

Vehicle Transport

Wall Coverings

* Note – The above list of goods and services procured by ABG represents those commonly purchased on an "as-needed basis" and/or via bid. Numerous additional items are purchased pursuant to corporate demand.

EXHIBIT B

STATEMENT OF
MARK SERVODIDIO
Chief Administrative Officer—Avis Budget Group

Avis Budget Group (hereinafter ABG), representing Avis Rent A Car System, LLC and Budget Rent A Car System, Inc. is committed to creating and maintaining an inclusive work environment. We will treat those with whom we work with respect and dignity. Furthermore, we will embrace a diversity of ideas, cultures, ethnicities and backgrounds to enhance value to customers and promote our "Customer Led, Service Driven" initiative.

We believe that an inclusive work environment is a by-product of strong affirmative action programs and equal employment opportunity policies and practices. These are communicated throughout our organization through several different channels:

- A letter from the Chairman and Chief Executive Officer to all employees reiterating our Company's commitment to equal employment opportunity. The letter also affirms Avis Budget Group's zero tolerance regarding all measures of discrimination and harassment, prohibits retaliation for reporting harassment or discrimination and provides various alternatives for reporting such incidences.

- A statement of company policy and EEO posters are displayed on employee bulletin boards.

- Non-discrimination clauses are included in all union agreements and the company reviews all contractual provisions to ensure that they are non-discriminatory.

- Each significant location maintains an Affirmative Action Program detailing efforts to ensure that our workforce is reflective of the communities in which we do business.

- ABG employees attend "Respect for the Individual" training workshops to ensure that they understand the basic concepts of inclusion and diversity.

- All employees attend "Code of Conduct" training which reviews examples, policies and procedures that demonstrate our commitment to ethical behavior in the workplace.

- Avis Budget Group professional/managerial employees complete a sexual harassment training workshop entitled "He Said, She Said" which reviews case scenarios concerning sexual harassment, sexual orientation and inappropriate workplace behavior.

- Avis Budget Group hourly employees attend a sexual harassment training workshop entitled "Let's Get Honest," which ensures that they understand appropriate filters to utilize when communicating in the workplace.

- Employment law training is offered by the Corporate Legal Department at various locations.

- Multicultural Workplace Training is offered at various locations to managerial employees, which pertains to understanding the challenges and complexities that are inherent in a culturally diverse workplace, and prepares managers to better communicate with non-native speakers of English.

In addition, we externally disseminate our policy, both directly and indirectly. For example:

- All recruiting sources are informed of our company policy.

- The equal opportunity clause is included in all purchase orders, leases, contracts, etc. covered by Executive Orders 11246 and 11375.

- Newspaper advertisements are in accordance with our policy and current regulatory guidelines.

- A career path segment highlighted on our avis.com and budget.com websites, which identifies employees, including minorities and females, who have been promoted within the Company, details their career path and responsibilities.

- We convey our commitment to diversity in our television advertisements, which portray minorities and females in a positive manner.

- Recruiting brochures include minorities and women in work situations when employees are featured.

- The Company has partnered with the UNCF (United Negro College Fund) to establish the UNCF/Avis Budget Group Corporate Scholars Program, which launched in October 2008. This program provides up to a 2-year scholarship and summer internship opportunity at our headquarters facility to college students who attend a historically black college and university (HBCU) majoring in various disciplines.

EXHIBIT C

Strategic Business & Diversity Relations

avis budget group

Representing

AVIS RENT A CAR SYSTEM, LLC
BUDGET RENT A CAR SYSTEM, INC.

BACKGROUND

Lynn Boccio, Vice President of Strategic Business and Diversity Relations, is a bilingual attorney. As a defense attorney, Lynn was affiliated with one of the nation's leading law firms. She is a former prosecutor who worked for television personality "Judge Judy," and as an Assistant Corporation Counsel for the City of New York where she defended the City in high profile cases. Lynn is a faculty member of The National Institute of Trial Advocacy at Hofstra University School of Law, Hempstead, New York, where she teaches trial techniques to law students and attorneys.

Susan Pettit, Senior Procurement Specialist, has been associated with Avis for 20 years and has extensive experience in purchasing for the company.

Lyndelle Abela is the Administrative Assistant and Program Coordinator for our unit with over 20 years in the corporate sector.

COMPANY OVERVIEW

ABG is the largest general use car rental company in North America, the Caribbean, Australia and New Zealand. Through its subsidiaries and franchisees, the company operates the Avis Rent A Car System, LLC, the industry leader in customer service, and the Budget Rent A Car System, Inc., the leading value-oriented rental car brand. The two brands combine for an extended global reach of over 6,000 car and truck rental locations handling over 26 million rental car transactions annually. For more information about Avis, visit www.avis.com and www.budget.com.

HISTORY

The Cendant Car Rental Group emerged in November of 2002, when Cendant Corporation purchased Budget Rent A Car System, Inc., to be combined with their already existing car rental company, Avis Rent A Car System, Inc. The new organization formed the largest general use Car Rental Company in North America, Australia and New Zealand. In September, 2006, Avis Budget Group became a publicly traded corporation.

MANAGEMENT ACCOMPLISHMENTS

In June 1996, Lynn joined Avis to develop a unit that would expand their disadvantaged minority and women-owned business suppliers. Presently identified as Strategic Business & Diversity Relations, this unit provides a link and facilitates increased corporate purchasing from minority and women-owned businesses. Under Lynn's supervision, the unit generates federally mandated compliance reports to many airports, and second tier reporting for major corporate accounts.

COMMUNITY LEADERSHIP

The Strategic Business and Diversity Relations unit is involved in outreach activities designed to increase supplier diversity and community relations both nationally and on the tri-state level. Lynn serves on the Board of Directors of the New York / New Jersey Minority Purchasing Council, and is Chair of the Long Island Section. (The Council is an affiliate of the National Minority Supplier Development Council.) Lynn was on the host committee for the Marketing and Business Expo '98: "Celebrating the Magic of Diversity", sponsored by The New York / New Jersey Minority Purchasing Council, Inc. She is a former Chairperson of the Certification Committee of New York for the Women's Business Enterprise National Council. In this capacity, she worked closely with the Women Presidents' Educational Organization in New York City. Lynn is also a member of the Scholarship Fund Committee for the Long Island Hispanic Chamber of Commerce and is on the Corporate Advisory Committee for the National Minority Business Council.

In May 1998, Lynn was co-host of the 7th Annual Long Island Hispanic Chamber of Commerce Golf & Tennis Classic. The revenue from this event assists in providing academic scholarships to well-deserving Hispanic high school seniors. In addition, Lynn was on the Planning Committee for the Long Island Hispanic Chamber of Commerce 1998 Gala and the Golf and Tennis Committee for Adults and Children with Learning Disabilities. In November 1998, Lynn attended the Annual Awards Breakfast for the Long Island Fund for Women & Girls, Inc., and was elected to its Board of Directors. In December 1998, Lynn was appointed to the Corporate Advisory Committee (CAC) for the United States Hispanic Chamber of Commerce. In 1999, Lynn was elected Chair of the Long Island Section of the New York / New Jersey Minority Purchasing Council, Inc. Also in 1999, Lynn was appointed Vice Chair to the Senior Executive Corporate Advisory Board (SECAB) for the United Hispanic Chamber of Commerce, and in 2001, accepted a position on the USHCC Procurement Council.

Lynn is presently serving as the Chairperson of the Board of Directors of the Women Presidents' Educational Organization and of their Certification Appeals Committee, having previously chaired the group's Certification Committee. She serves as Co-Chair of the Procurement Council of the United States Hispanic Chamber of Commerce, and is a member of the Senior Executive Advisory Committee. She is also a member of the Long Island Hispanic Chamber of Commerce Corporate Advisory Committee. Lynn also serves on the Board of Directors of the Airport Minority Advisory Council as Second Vice Chair, was a member of the Plenary Committee of the 2002 Convention, and was Chairperson of the Planning Committee for the 2004 Convention. She is a member of the International Aviation Women's Association, and is currently serving on the Board of Directors of the Women's Business Enterprise National Council, as well as the National Board of Advisors Committee for WE-Women's Enterprise

Magazine. In February, 2010, Lynn was chose to serve on the USHCC Region V CEO Reception 2010 Committee.

PUBLIC RELATIONS

In May 1997, Avis was a silver patron and Lynn was a guest panelist for a workshop at The New York / New Jersey's Minority Purchasing Council, Inc. Marketing and Business Expo '97 (New York City) entitled, "Corporate America and MBE's: Raising the Bar – Breaking the Barriers." That same month, Lynn was interviewed by WWRL Black Soul Radio regarding Avis' Minority and Women's Business Enterprise Program. In the September – October 1997 issue of Minority Business News USA, Lynn was featured for her work in the area of procurement for minority and women-owned businesses.

In January 1998, Lynn was a guest speaker representing Avis at the "Woman-to-Woman Strategies" Conference in New York City hosted by IBM, New York Women's Agenda, WABC Television, and Ron Thomas Radio, WNYE, 91.5 FM. Lynn was featured in Networking Magazine (January / February, 1998 issue) for her participation in this New York City conference. In February 1998, Lynn was elected by corporations and minority and women-owned businesses for "Women Who Mean Business 1998", honoring the top 12 women in the United States who manage Minority and Women's Business Enterprise Programs sponsored by Minority Business News USA. In May 1998, Lynn was a guest speaker for National Minority Business Council's Monthly Procurement Luncheon. Lynn presented the Avis Supplier Diversity Program. In August 1998, Avis was featured in Minority Business News USA for its Year 2000 Technology Seminar sponsored by The New York / New Jersey Minority Purchasing Council, Inc. In September 1998, Caribbean Business Journal saluted Lynn for her efforts in the area of supplier diversity. In September 1998, during the annual convention of The United States Chamber of Commerce, Lynn was a panelist for a seminar entitled "Superwomen: Masters of Balance."

In May 1999, Lynn attended the Focus on Long Island Operations Awards Luncheon for Excellence in Broadcast Journalism as a guest of the president of NBC Channel 4. In November 1999, she was a guest speaker on the Avis Supplier Diversity Program for the American Association of Airport Executives Conference in Tucson, Arizona, and was also a guest speaker on the Avis Supplier Diversity and DBE Compliance Programs at the First Annual DBE Vendor Fair in New Orleans, Louisiana. In January 2000, Lynn participated in a radio talk show, "Economic Forum", on 1520 AM, regarding the Avis supplier diversity program. In August 2003, Lynn was interviewed by the Wall Street Journal in connection with an article directed toward helping small businesses do business with major corporations.

CORPORATE REPRESENTATION

1996-1997

Lynn traveled to locations and events throughout the United States to meet with local and Federal Aviation Administration officials and to participate in numerous trade fairs and conferences. She attended the 10th Annual Entrepreneurial Women's conference in 1996 in Chicago, the 1997 Airport Business Diversity Conference in Las Vegas, Nevada; and certification workshops sponsored by the City of Chicago. In 1997, Lynn arranged to have Avis sponsor The

Scholarship and Networking Fund Day (Westchester, NY) and "La Gran Fiesta" for National Hispanic Heritage Month (Queens, NY) organized by the Empire State Development Corporation for Governor George Pataki. Lynn attended the United States Hispanic Chamber of Commerce Annual Convention in Houston, and the American Association of Airport Executives / Airport Minority Advisory Council's Economic Forum and Diversity Conference in Orlando, Florida.

1998

In February, Avis was a corporate co-chair of the National Minority Business Council's 18th Annual Business Awards Luncheon in New York City. Lynn was a guest at the National Association of Women Business Owners (Long Island Chapter) Public Affairs Breakfast in March, in honor of Women's History Month, with keynote speaker, Congresswoman Carolyn McCarthy. Also in March, Lynn attended The Global Diversity Roundtable in Chicago, Illinois. Avis was co-premiere sponsor for the New York / New Jersey Minority Purchasing Council, Inc.'s Marketing and Business Expo '98 in New York City in May. In June, Avis was a corporate host for the "Year 2000 Technology" Conference for Corporations and Minority and Women's Business Enterprises (Long Island, NY). Also in June, Avis attended the FAA / AMAC Diversity Conference in Washington, D.C. Avis was a silver patron as well as a contributor to the AMAC Scholarship Fund, and hosted a Year 2000 Technology Seminar for the New York / New Jersey Minority Purchasing Council, Inc., and Minority-Owned Businesses.

In September, Avis was a participating corporation exhibiting at "Opportunity Knocks – Long Island Purchasing Exchange" sponsored by The New York / New Jersey Minority Purchasing Council, Inc., and KeySpan Energy. That same day, Avis attended and exhibited at The Entrepreneurial Woman's Conference, Chicago, Illinois. Also in September, Avis was a corporate sponsor of the 1998 Golf and Tennis Outing for Adults and Children with Learning and Developmental Disabilities, Inc., and attended and exhibited at a Job / Small Business Fair sponsored by The Port City of New York and New Jersey in Queens, New York. Avis was a corporate sponsor of the United States Hispanic Chamber of Commerce's 19th Annual Convention in September, at which Avis' Chairman and CEO was a keynote speaker. In October, Avis attended and exhibited at the New York / New Jersey Port City Minority Business Marketing Summit, and was an exhibitor at the National Minority Supplier Development Council, Inc.'s Annual Convention in Miami. Avis also was a sponsor at the Long Island Hispanic Chamber of Commerce 10th Annual Gala Awards Banquet. In November, Avis attended a Small and Disadvantaged Business Conference Fair hosted by Brookhaven National Laboratory, as well as the New York / New Jersey Minority Purchasing Council's Awards Gala in New Jersey, and the National Minority Business Council's Annual Purchasing Exchange in New York City. In December, Avis supported the Long Island Hispanic Chamber of Commerce annual holiday party / fundraiser and toy drive for needy children.

1999

In January, Lynn spoke in New York City for the Asian Women in Business, National Hispanic Business Group and The New York / New Jersey Minority Purchasing Council on Avis' DBE compliance and supplier diversity program. In February, she was elected Chair of the Long Island section of The New York / New Jersey Minority Purchasing Council. Avis also hosted the National Minority Business Council's 19th Annual Business Awards Luncheon and received the 1999 Chairman's Award. In March, Lynn attended the United States Hispanic Chamber of Commerce 9th Annual Legislative Conference in Washington, D.C., and was invited to the White

House as a guest of the President / CEO of the United States Hispanic Chamber of Commerce for a reception and briefing on the administration's achievements and proposals in the areas of business and the current state of the economy in the United States. Avis attended the Latino Law Students Association & the LaLSA Alumni Chapter of Hofstra University School of Law Annual Dinner in April. Lynn also attended the Committee for Hispanic Children and Families Corporate Breakfast in celebration of El Dia de los Niños. In June, Avis was a corporate sponsor and attended Fiesta '99, a dinner hosted by Adults and Children with Learning and Developmental Disabilities, and Lynn was a guest speaker at the Women's Venture Fund Spring Conference.

In September, Avis was a bronze sponsor and attended the 13th Annual Women's Entrepreneurial Conference in Chicago. Also in September, Avis was the Platinum Sponsor of the United States Hispanic Chamber of Commerce's Annual Convention in San Diego, and was one of the corporate sponsors for MedWeek '99. In October, Avis attended the National Minority Supplier Development Council's Annual convention in Phoenix. Avis attended the Annual Breakfast, "Women Achievers Against the Odds", sponsored by The Long Island Fund for Women and Girls In November. In November, Avis attended the AAAE Airports and The Rental Car Industry Workshop in Tucson, Arizona. Avis also was a gold sponsor and attended the First Annual DBE Vendor Fair and the First Annual DBE Achievement Awards sponsored by the New Orleans Aviation Board, New Orleans, Louisiana. In December, Avis attended the AAAE / AMAC Airports Economic Forum in Las Vegas.

2000

In January, Avis was a sponsor of the Black Creativity Gala 2000 in Chicago, Illinois. Avis was a patron sponsor and attended the Associated Black Charities 2000 Black History Makers Awards in New York City in February, and was also a Co-Chair of the National Minority Business Council's 20th Annual Business Awards Luncheon in New York City. Also in February, Avis contributed $5,000 to the National Minority Business Council's Fund Development Initiative and attended the MESAB (Medical Education for South African Blacks) Awards Dinner in New York City. Avis was a Silver Sponsor and attended the Women's Business Enterprise National Council's Second Annual VIP Reception and Gala Dinner in March in Washington, D.C. Avis also took part in March in the City News BizTech Expo 2000 hosted by the Minority Business Journal of New Jersey and New York at the Newark Airport, as well as the United States Hispanic Chamber of Commerce White House Briefing. Avis participated in the New York / New Jersey Minority Purchasing Council's MBE Orientation & Outreach event at St. John's University in April.

In May, Avis took part in the Long Island Coalition for Fair Broadcasting FOLIO (Focus on Long Island Operations) Awards Luncheon for Excellence in Broadcast Journalism. Avis was also a sponsor of the Long Island Hispanic Chamber of Commerce Golf and Tennis Classic and of the Make-A-Wish Foundation of Suffolk City Annual Spring Dinner in May. In addition, Avis supported the United States Pan Asian American Chamber of Commerce Annual Excellence 2000 Awards in Washington, D.C., and the National Conference, and was a silver sponsor of the Women's Business Round-Up Trade Fair in Arlington, Texas. Avis also supported the Sixth Annual Asian Entrepreneur of the Year Awards in Los Angeles. In May, Avis participated in the National Minority Supplier Development Council's Leadership Awards Dinner Dance and took part as a gold sponsor in the New York / New Jersey Minority Purchasing Council's Marketing Expo 2000. Avis also was a co-sponsor of the Press Conference / Reception celebrating the birth of Latin Long Island Magazine. In June, Avis co-sponsored the Annual Scholarship Gala hosted

by the Scholarship Foundation of the Bergen City Hispanic American Chamber of Commerce, and also the Annual Trade Fair hosted by New England Minority Purchasing Council. Avis was also a sponsor of the Airport Minority Advisory Council's Airport Business Diversity Conference at which Chairman and CEO, A. Barry Rand, delivered the keynote address and took part in the Breakthrough Breakfast hosted by the Women Presidents' Educational Organization.

In July, Avis was a sponsor and the official rent-a-car company of the NAACP (National Association for the Advancement of Colored People) Annual Convention in Baltimore. In addition, Avis was a sponsor of the Caribbean Business Expo 2000. In August, Avis supported the New York / New Jersey Minority Purchasing Council's Scholarship FUNd Day as a bronze sponsor and also sponsored the Council's Back to Business in Brooklyn event. Avis also took part in the National Black Chamber of Commerce convention in Washington, D.C., as a silver sponsor.

In September, Avis was present at the Procurement Conference / Business Opportunity Fair at SUNY Farmingdale put on by Defense Contract Management Long Island, et al, as well as at the Women's Business Development Center Entrepreneurial Women's Conference in Chicago, and was a "Friends" sponsor of the Minority Enterprise Development Week Awards. Avis was a sponsor and committee member for the Long Island Hispanic Chamber of Commerce Gala Awards Banquet. In addition, Kathleen Verret was a guest speaker at the SAMA / SEC-AAAE (Association of American Airport Executives) Conference, "2001 An Aviation Odyssey", in Savannah, GA. Avis also took part in the Business Showcase 2000 hosted by the Memphis Chamber of Commerce and the Mid-South Minority Business Council. In October, Avis took part in the Corporate Advertising Conference and Vendor Trade Show hosted by the Long Island Hispanic Chamber of Commerce, and the Jethro Pugh Charity Golf Tournament in Atlanta to benefit the United Negro College Fund. Avis was a bronze sponsor of the United States Hispanic Chamber of Commerce National Convention in Washington, D.C., and supported the Silver Stork Awards Gala benefiting the March of Dimes. In October, Avis was a gold sponsor of the National Minority Suppler Diversity Council Conference and Business Opportunity Fair in New Orleans, and sponsored the New York / New Jersey Minority Purchasing Council hospitality suite during the Fair. Avis was also a Silver Medal Sponsor of the Hispanic Counseling Center's Annual Walkathon/Picnic.

In November, Avis supported the Annual Awards Breakfast of the Long Island Fund for Women and Girls, and the Slice of Latin America gala hosted by the Committee for Hispanic Children and Families, and took part in the Business Networking and Procurement Fair hosted by the Baltimore / Washington International Airport, as well as the DBE Vendor Fair hosted by the New Orleans Aviation Board. Avis also was a silver sponsor of the New York / New Jersey Minority Purchasing Council's Partnership Awards Gala. In December, Avis was a bronze sponsor of the Airports Economic Forum in Tampa, FL, hosted by the Airport Minority Advisory Council and the American Association of Airport Executives, and supported the Long Island Hispanic Chamber of Commerce Christmas Party and Toy Drive 2000.

Moreover, Avis committed to employing students for the 2000 Wings Initiative Internship Program sponsored by the New Orleans Aviation Board.

2001

Avis was a platinum sponsor of the New York / New Jersey Minority Purchasing Council, Inc., for the year 2001 and participated in all events run by the Council during the year.

In February, Avis Group Chairman and CEO, A. Barry Rand, was keynote speaker at the General Motors Minority Dealers Association Convention in Las Vegas, and was a sponsor of the Black Creativity Gala in Chicago. In March, Avis was a gold sponsor of the Women's Business Enterprise National Council Enterprise Fair and Gala, and took part in the Airport Minority Advisory Council's Industry Day, both in Washington, D.C. In addition, Avis was represented at the Government Procurement Connections 2001 hosted by the city of Houston. In April Avis was a bronze sponsor of the Women's Business Council – Southwest Roundup in Arlington, TX; and was represented at the Bergen City (New Jersey) Hispanic Chamber of Commerce Annual Scholarship Gala and took part in the "Getting to Know Us" session presented by the New York / New Jersey Minority Purchasing Council, Inc., for Long Island-based MBEs and support organizations. Lynn addressed the Diversity Committee Associate Conference of Thelen Reid & Priest.

In May, Avis was a bronze sponsor of "Celebrating Asian Entrepreneurs" presented by Asian Enterprise Magazine in Los Angeles, as well as a Chairman's Club sponsor of the National Minority Supplier Development Council annual dinner dance in New York. Avis was a platinum sponsor of the Airport Minority Advisory Council national convention in Detroit in June as well as a Silver Host City Sponsor, and a gold sponsor of the AMAC Education and Scholarship Funds. In addition, Avis was a platinum sponsor of the New York / New Jersey Minority Purchasing Council Marketing and Business Expo in the Meadowlands, NJ. Also in June, Avis was a silver sponsor of the Women Presidents' Educational Organization Breakthrough Breakfast. Lynn was one of the keynote speakers at the Hampton Classic Horse Show Sponsor Workshop and spoke to the group regarding Diversity Marketing from a Corporate Perspective. Avis attended and exhibited at the NAACP Convention in July in New Orleans.

Avis was a gold sponsor of the Dallas Forth Worth Airport's Annual Business Community Trade Forum in August, took part in the NewYork / New Jersey Minority Purchasing Council's Annual Scholarship and Networking FUNd Day and was a sponsor of Fiesta Day at the Hampton Classic Horse Show. In September, Avis took part in the Annual Women's Business Development Center Entrepreneurial Woman's Conference in Chicago, the Long Island Purchasing Exchange in Hicksville, NY, and the United States Hispanic Chamber of Commerce National Convention in Atlanta, and was a sponsor of the U.S. Department of Commerce Minority Business Development Agency's MED Week. Avis was a sponsor of the Long Island Hispanic Chamber of Commerce Gala in October, and participated in the National Minority Supplier Development Council's National Convention in Atlanta, and the St. Louis Conference and Trade Fair and the New Orleans Vendor Fair. In November Avis participated in the New York / New Jersey Minority Purchasing Council's Partnership Awards Gala. In December, Avis was a sponsor of the Airports Economic Forum run by the Airport Minority Advisory Council and the American Association of Airport Executives. Avis also supported the Flatbush YMCA's Citizens' Recognition Dinner Dance, and the Long Island Hispanic Chamber of Commerce Christmas Party and Toy Drive 2001.

2002

Avis, in partnership with Avis Car Rental Group, Inc., and Cendant Mobility, was a platinum sponsor of the New York / New Jersey Minority Purchasing Council for the year 2002. In January, Avis took part in the Women Presidents' Educational Organization Awards Breakfast, and was Co-Chair of the National Minority Business Council Award Luncheon in February. In March, Avis participated in the US Hispanic Chamber of Commerce Legislative Conference and White House briefing; was a Tribute Patron of the Women's Business Enterprise National

Council Annual Gala, held in Washington, D.C., and contributed $5,000 to the WBENC Scholarship Program; and took part in Industry Day sponsored by the Airport Minority Advisory Council. Avis participated in the annual America's Athletes with Disabilities gala and the Government Procurement Connections Contracting Fair sponsored by the city of Houston in April, took part in the United States Pan Asian American Chamber of Commerce CelebrAsian and, along with its parent company, Avis Car Rental Group, Inc., the National Minority Supplier Diversity Council Leadership Awards Dinner Dance in May. In June, Avis, with Avis Car Rental Group, Inc., and Cendant Mobility, took part in the New York / New Jersey Minority Purchasing Council Business and Opportunity Fair.

Avis was a diamond sponsor of the Airport Minority Advisory Council Annual Convention and achieved second place for bringing in new members in AMAC's membership drive. The prize money was donated back to AMAC. Avis also participated in the Women Presidents' Educational Organization's annual Breakthrough Breakfast, the United States Hispanic Chamber of Commerce Procurement Council, and was a silver sponsor of the Women's Business Enterprise National Council Vendor Fair at which Lynn was part of workshop panel on corporate diversity. Avis took part in the National Urban League Annual Convention in July, the U.S. Dept. of Commerce Regional MEDWeek Awards Breakfast in New York in August, and was the sponsor of Fiesta Day at the Hampton Classic Horse Show in August. Lynn was a judge of the USHCC's 2002 Regional and National Hispanic Leadership Awards.

In September Avis took part in the Women's Business Development Center Entrepreneurial Woman's Conference in Chicago, was a Supporter of the Adults and Children with Learning and Developmental Disabilities Golf Outing, and was a DeSoto sponsor of the Long Island Hispanic Chamber of Commerce Annual Gala. Avis with Cendant Mobility, sponsored the New York / New Jersey Minority Purchasing Council's Annual Scholarship & Network FUNd Day. In October, Avis' parent company, Avis Car Rental Group, Inc., was a platinum sponsor of the United States Hispanic Chamber of Commerce Annual Convention. In addition, Avis was a Bronze Sponsor of the Hispanic Businesswomen's Lunch sponsored by Latin Long Island Magazine and a participant in the National Minority Supplier Development Council Convention.

Avis supported the Long Island Fund for Women & Girls' Annual Breakfast in November and exhibited at the Metro Washington DC Airport City Business Seminar. Avis sponsored the Achilles Track Club participation in the New York City Marathon. In addition to Avis being present at the Fund-Raising Dinner, Lynn Boccio was a speaker at the dinner for Runners and Volunteers and the Wheelchair Award Dinner. Avis volunteers along the marathon route handed water and blankets to racers. Avis was a guest at the Foundation for Ethnic Understanding Dinner at which its parent company, Avis Car Rental Group, Inc., received the 2002 Corporate Diversity Award. Along with our parent corporation, and Cendant Mobility, Avis was a Platinum Sponsor of the New York / New Jersey Minority Purchasing Council Awards Gala. Avis was a gold sponsor of the Airports Economic Forum in Ft. Lauderdale, FL, hosted by the Airport Minority Advisory Council and the American Association of Airport Executives.

2003

Cendant Car Rental Group (CCRG), our former parent corporation, took part in the Women Presidents' Educational Organization awards breakfast. Lynn was a guest speaker at the event. CCRG provided the venue for the United States Hispanic Chamber of Commerce to host a

roundtable with U.S. Secretary of Labor Elaine Chao and Hispanic business leaders and media representatives along with several CCRG executives to discuss an economic growth plan. CCRG was present at the National Minority Business Council Awards Luncheon in February. In March, CCRG took part in the U.S. Hispanic Chamber of Commerce's Legislative Conference and White House Briefing. CCRG participated in the Airport Minority Advisory Council's Industry Day and sponsored the associated Welcome Reception. In addition, CCRG was a Tribute Patron of the annual Women's Business Enterprise National Council annual gala, and was a guest at Enterprising Women Magazine's Enterprising Women of the Year Awards Reception.

In April, CCRG participated in the Women's History Month celebration at the New York Botanical Garden and also took part in the Government Procurement Connections in Houston. In addition, a representative of CCRG made opening remarks at the NMSDC Quarterly Meeting which CCRG co-hosted with the New York / New Jersey Minority Purchasing Council. A representative of Cendant Corporation also took part.

CCRG attended and was a sponsor of the U.S. Pan Asian American Chamber of Commerce CelebrAsian Conference. CCRG participated in the NMSDC Leadership Awards Dinner Dance with a Chairman's Circle Table. A member of CCRG was part of a panel discussion on Opening the Door to Corporate and Government Business at the Women's Leadership Exchange in Chicago and CCRG took part in the Latin Long Island Magazine Luncheon to salute Hispanic Business Icons of Long Island: The Men.

CCRG attended the Billion Dollar Roundtable and took part in the New York / New Jersey Minority Purchasing Council Business and Opportunity Fair. In June, CCRG was a sponsor of the Airport Minority Advisory Council annual convention and also of the Women's Business Enterprises National Council trade fair. CCRG was represented at the NAACP convention in July and at the New York State Federation of Hispanic Chambers of Commerce and United Hispanic Chamber of Commerce Procurement Meet and Greet Opportunity in August. Lynn chaired the Annual Scholarship and FUNd Day Golf Tournament held by the New York / New Jersey Minority Purchasing Council. CCRG was a sponsor of the Women's Entrepreneurial Conference hosted by the Women's Business Development Council in Chicago. Lynn was a panelist for "Leveraging Diversity: The New Business Imperative," a workshop presented at the National Association of Minorities in Cable at their annual conference. Avis was a sponsor of the United States Hispanic Chamber of Commerce annual convention and was named Corporation of the year. Avis was a sponsor and took part in the Annual Employer Recognition Awards Breakfast to celebrate National Disability Employment Awareness Month and Disability Mentoring Day and was present at the National Minority Supplier Development Council annual convention. A member of the CCRG team attended the 2003 Achilles Track Club Annual Awards Reception in New York City and presented the Avis "We Try Harder" Award to Jimmy Mulzet and his coach Ken Trush.

In November, CCRG was represented at the Milwaukee City DBE Business Opportunity EXPO '03 event where, acting on behalf of the Strategic Business and Diversity Relationships unit of CCRG, a member of the diversity team accepted the "Invaluable Support" Plaque presented by the Community Business Development Partners of Milwaukee City. CCRG also attended the Latin Long Island Magazine Luncheon honoring Hispanic Community Service leaders; and CCRG was a bronze sponsor of the New York / New Jersey Minority Purchasing Council Partnership Awards Gala. CCRG was a sponsor of the Economic Forum hosted by the American Association of Airport Executives and the Airport Minority Advisory Council and was represented at the Bexar City and San Antonio Small Minority and Women's Business Conference as well as the Metropolitan Washington Airports City Business Opportunity Seminar.

2004

CCRG was a silver sponsor of the annual Women Presidents' Educational Organization Awards Breakfast, and a sponsor of the Women Presidents' Organization convention. CCRG donated to the National Minority Business Council Luncheon, was a tribute patron sponsor of the annual Women's Business Enterprise National Council Awards Gala, and exhibited at the Phoenix Sky Harbor Airport Outreach Event. CCRG attended the United States Hispanic Chamber of Commerce Legislative Conference and the Airport Minority Advisory Council Industry Day, and was a sponsor of the Houston Government Procurement Connections trade fair. CCRG was a sponsor and was present at the United States Pan Asian American Chamber of Commerce's 16th Annual National Asian American Business Conference, *CelebrAsian 2004*: Build Vital Connections, held in Irvine, California.. CCRG was a Chairman's sponsor of the National Minority Supplier Development Council's Minority Business Leadership Awards Dinner Dance.

In June, CCRG was a bronze sponsor of the Minority Supplier Development Council of New York and New Jersey trade fair, a diamond sponsor of the Airport Minority Advisory Council Annual Convention and Trade Fair, and a sponsor of the Women Presidents' Educational Organizational Breakthrough Breakfast. CCRG took part in the National Hispanic Business Group Annual Gala Dinner Dance at which CCRG board member, George Herrera, former president of the United States Hispanic Chamber of Commerce, was honored as Hispanic Businessman of the Year.

In August, CCRG was a bronze sponsor of the MedWeek Regional Minority Business Leadership Awards Luncheon in New York City. Two suppliers nominated by CCRG – Circle Janitorial Supplies and Applied Info Partners – received awards in their industry categories. CCRG was a sponsor of the Entrepreneurial Women's Conference being hosted by the Women's Business Development Center in Chicago.

In September, CCRG was a platinum sponsor of the United States Hispanic Chamber of Commerce's 25th Annual Convention and Business Expo in Austin, TX.

In November, CCRG was a bronze sponsor at the New York and New Jersey Minority Supplier Development Council, Inc., Partnership Awards Gala 2004 at the New York Marriot Marquis.

2005

In March, CCRG was a bronze sponsor of the Government Procurement Connections Convention in Houston, Texas. CCRG hosted the opening reception of the Airport Minority Advisory Council (AMAC) Industry Day Conference in Washington, D.C. The following day, diversity team members represented CCRG during a visit to Capital Hill to meet with Congressional members and staff regarding airport related bills in Congress. CCRG was named one of the America's Top Corporations for women's business enterprises at the Women's Business Enterprise National Council (WBENC) annual Salute in Washington, D.C. Robert Salerno, CEO and President of CCRG accepted the award during a White House ceremony and attended the formal Salute event with Robert Bouta, Senior Vice President of Properties and Facilities, representing Lynn Boccio and the Strategic Business and Diversity Relations team.

In April, CCRG was a corporate sponsor of the 2005 Black Business Professionals and Entrepreneurs 5th Annual Conference held in Savannah, GA. CCRG attended the Women's President's Annual Conference held in Toronto, Canada. CCRG was a major sponsor of the conference. During the course of the conference, over one hundred women entrepreneurs signed up as Avis Preferred customers and many were identified as potential suppliers to support the CCRG Supplier Diversity Program. CCRG attended the Connecticut Minority Supplier Development Council / Minority Business Enterprise Input Committee 22nd Annual Awards Banquet.

In May, CCRG participated in "The 2005 Sky Is The Limit One-On-One Market Place" event. The Office of Small and Disadvantaged Business Utilization, United States Department of Transportation and The Minority Resource Center sponsored it. CCRG attended and was a sponsor of the U.S. Pan Asian American Chamber of Commerce CelebrAsian Conference. CCRG was a Chairman's Club Sponsor at the National Minority Supplier Development Council's Conventional in Dallas. CCRG attended an Airport Concessionaire DBE Rent-A-Car Round Table discussion at the annual "Sky is the Limit Conference in Atlanta".

In June, CCRG was a diamond sponsor at the "21st Annual Airport Minority Advisory Councils (AMAC) / FAA Airport Business Diversity Conference" in Los Angeles, California. CCRG was a silver sponsor at the Women Presidents' Educational Organization 2005 Breakthrough Breakfast held at Tavern on the Green in New York.

In August, CCRG was recognized as a bronze sponsor to the New York Regional Med Week Minority Business Leadership Awards Breakfast which was held at the Hilton New York Hotel in New York City. CCRG participated with other Cendant Corporation brands as a sponsor of the USHCC Annual Conference and Trade Fair held in Milwaukee, Wisconsin. The CCRG team worked at the Trade Fair booth, attended all the key programs during the event, and participated in the Senior Executive Corporate Advisory Council (SECAB) meeting and the Corporate Procurement Council meeting. CCRG led the Procurement Networking session for CCRG with the National Hispanic Business Group (NHBG) that was held at the Cendant executive offices in New York City. CCRG was a sponsor at the Congressional Black Caucus Event in Tunica, Mississippi.

In September, CCRG participated in the Airport Concessionaire DBE Rent-A-Car Round Table meeting in Miami, Florida. CCRG was a platinum sponsor honoring WBENC at the "Work Life Matters 2nd Annual Awards Gala" at Club 101 in New York City. CCRG was a bronze sponsor at the "26th United States Hispanic Chamber of Commerce Annual National Convention and Business Expo" in Milwaukee, Wisconsin. CCRG attended the Morris County Hispanic-American Chamber of Commerce Event at the Fairleigh Dickinson University, Madison, New Jersey campus. CCRG was a sponsor to the "19th Annual Entrepreneurial Women's Conference" which was presented by the Women's Business Development Center and the City of Chicago. CCRG was a corporate sponsor to the Woman's Business Development Center's 19th Annual Entrepreneurial Woman's Conference which was held at the Navy Pier in Chicago, Illinois. CCRG participated in the Airport concessionaires DBE Rent a Car Roundtable meeting. Lynn Boccio led the Procurement Networking session for CCRG with the National Hispanic Business Group (NHBG) that was held at the Cendant Executive Offices in New York City.

In October, CCRG participated in the Selective Staffing Intern Program (SCIP) annual award luncheon with other CCRG representatives, that was held at the Marriott Hotel and Towers

in New York City. CCRG made a presentation at the monthly Board of City meeting of the Memphis Shelby County Airport Authority, held at the airport authority's board room in their executives offices located at the airport in Memphis, Tennessee. The presentation was regarding the importance of both airport authorities and concessionaires supporting the Airport Minority Advisory Council (AMAC) and announcing the CCRG Procurement Franchise Showcase that will be held 11-17-05 in the Memphis Cook Convention Center. CCRG participated in the NMSDC Annual Conference and Trade Fair held in Dallas, Texas. The CCRG team worked at the Trade Fair booth and attended all the key programs during the event. CCRG obtained a sponsorship at the Adelphi University Luncheon Event celebrating "Hispanic Heritage Month".

In November, CCRG participated in the Metropolitan Washington Airport Authority 15th Annual Business Opportunity Seminar and Expo. CCRG participated in the United Technology Corporation (UTC) Annual First Tier Supplier Conference that was held at their research facility in East Hartford, CN. The program included a presentation about UTC, the UTC Supplier Diversity Program, workshops, award presentations and "One-on-One" meetings between UTC's first tier suppliers and potential (certified) minority businesses first or second tier opportunities. Senior Vice President, Robert Bouta, made opening remarks at the CCRG Procurement Franchise Showcase along with other executives that was held at the Memphis Cook Convention Center, Memphis, TN. CCRG was responsible for bringing the airport authority, the Cendant Real Estate Franchising Group (REFG) and all the major minority and woman advocacy groups of the Memphis Metropolitan area together and coordinating this showcase. CCRG was a sponsor and participated in the AAAE Airports and Rental Car Workshop in Fort Lauderdale, Florida.

In December, CCRG was a platinum sponsor for the AAAE/AMAC Annual Economic Forum held at DFW Airport, Dallas, TX. Members of the diversity team participated in this event. CCRG was a corporate sponsor of the City of San Antonio and Bexar Counties 5th Annual Small, Minority, and Women Business Owners Conference which was held in San Antonio, Texas.

2006

In March, CCRG was a bronze sponsor for the 2006 Houston Government Procurement Connections Convention in Texas. CCRG was awarded the Outstanding Corporation of the Year Award from the Women Presidents' Educational Organization at their 6th Annual Awards Breakfast held at Tavern on the Green in New York. CCRG was a sponsor for AMAC Industry Day held on Capital Hill, Washington, D.C. CCRG was named one of the 2005 Top Corporations for women's business enterprises at the Women's Business Enterprise National Council (WBENC) annual Salute in Washington, D.C. Ron Nelson, CCRG Chairman and CEO, attended this event along with Robert Bouta, Senior Vice President of Properties and Facilities, who accepted the award during a White House ceremony.

In April, Avis Budget Car Rental, LLC was a Bronze Sponsor to the Houston Government Procurement Connections Convention held in Houston, Texas. A diversity team member participated as a panelist on the "DBE from an Airport Concessions Perspective" workshop at the AAAE Annual Conference held in San Diego, CA. Avis Rent A Car was a major sponsor of the Women's President Organization Annual Conference held in Chicago, IL. A member of the diversity team attended the event with other members of Avis Budget Car Rental, LLC, representing the Strategic Business and Diversity Relations team.

In May, CCRG attended the Connecticut Minority Supplier Development Council (CMSD) Annual Awards Banquet held at the Aqua Turf Country Club in Plantsville, CT. CCRG participated in "The Sky is the Limit" Conference in Atlanta, which was sponsored in part by the Hartsfield-Jackson Atlanta International Airport Development. CCRG was a corporate sponsor for the United States Pan Asian American Chamber of Commerce (USPAACC) National Convention which was held in Chicago, IL. The Strategic Business and Diversity Relations team participated in one-on-one meetings with perspective MWDBE suppliers and also exhibited at the trade show. CCRG attended the NMSDC Annual Award Gala held at the Hilton New York and Towers in New York City. CCRG was represented at the 2006 Kaufman Center Honors in New York City honoring Marsha Firestone, Ph.D, Founder and President of Women Presidents' Organization.

In June, CCRG was a gold sponsor of the annual WPEO Breakthrough Breakfast held at the Rainbow Room in New York. The Strategic Business and Diversity Relations team represented the company at the events networking session with WPEO certified WBE members to explore potential business opportunities. Avis Budget Car Rental, LLC participated in the 22nd Annual AMAC / FAA Airport Business Conference held at the Sawgrass Resort in Jacksonville, Florida. In addition to being a diamond sponsor of the conference and corporate sponsor of the Annual Awards Luncheon, CCRG was honored as the AMAC 2006 Award of the Organization recipient.

In July, Avis Budget Car Rental, LLC attended The National Hispanic Business Group's Annual Gala and Scholarship Awards Presentation held at the Grand Hyatt in New York.

In August, Avis Budget Car Rental, LLC participated in the Midsouth Minority Business Council Annual Conference and Trade Show at the Memphis Convention Center in Tennessee. A member of the diversity team staffed the Avis Budget Car Rental booth and was joined at various times by local Avis Operations management.

In September, Avis Budget Group donated two (2) $100.00 Avis vouchers and two (2) $100.00 Budget vouchers for car rental to the Jethro Pugh Charity Golf Tournament benefiting the United Negro College Fund. Avis Budget Group participated in the first annual Business Opportunity Networking Fair hosted by the Houston Airport System's Small Business Development and Contract Compliance Division. Avis Budget Group participated in "DIA Day" Denver International Airport Day. ABG was a $4,000 sponsor to the Entrepreneurial Woman's Conference which was presented by the Women's Business Development Center in Chicago, Illinois. ABG attended the Dallas Fort Worth Airport D/M/WBE Excellence in Diversity Awards Reception.

In October, ABG was a sponsor at the AAAE Airport Disadvantaged Business Enterprises (DBE) Conference held on Capital Hill in Washington, D.C. ABG participated in a meeting hosted by the Massachusetts Port Authority, where the focus was to learn about Massport's Airport Concessions DBE Program and Opportunities. ABG supplier diversity and marketing teams participated in the Tom Joyner Sky Show held in Miami. ABG was a sponsor to and participated in the Annual National Minority Supplier Development Council Convention which was held in San Diego, CA. ABG attended and was a major sponsor for the 18th Annual Long Island Hispanic Chamber of Commerce Gala Awards Banquet, "Building A Healthy Community", held at the Long Island Marriott, Uniondale, NY.

In November, ABG attended and exhibited at the Metropolitan Washington Airport Authority Annual Business Opportunity Seminar. ABG was a sponsor for the AAAE Universal Access in Travel: Symposium and Exposition in Baltimore, MD. ABG sponsored Greg Monroe, a former Avis employee who served as District Manager of Airport Operations for Avis Car Rental, Orlando, FL, among various other positions before becoming disabled, was a keynote speaker at the event. ABG was a platinum sponsor and participant in the 2006 Community Business Development Partners (CBDP) Business EXPO event in Milwaukee, WI. This event included one-on-one meetings with several certified DBE firms. ABG continues to work with the Women Presidents' Education Organization as a platinum sponsor for 2006 – 2007.

In December, ABG was a platinum sponsor for the AMAC/AAAE 13th Annual Economic Forum held in Atlanta, GA. ABG was a sponsor for the 6th Annual Small, Minority and Women-Owned Business Enterprise Conference hosted by the City of San Antonio and Bexar County; whereby, ABG also exhibited at the event.

2007

In January, ABG attended the WPEO Corporate Partner's Reception held in New York, which also included networking sessions. Bob Bouta, Sr. Vice President of Properties and Facilities, accepted a "Certificate of Appreciation" plaque on behalf of ABG. ABG participated in a Time Warner company event in New York, which announced their initiation of their Second Tier Reporting Program.

In March, ABG was a platinum sponsor at the 6th Annual Awards Breakfast hosted by the Women Presidents' Educational Organization (WPEO) held at Tavern on the Green in New York, where a representative of ABG presented closing remarks on "Done Deals". ABG was a luncheon sponsor for AMAC Industry Day held in Washington, D.C. The ABG team which included Bob Bouta (Sr. Vice President of Properties and Facilities) also attended this event, which included a pre-Capital Hill briefing, meetings with Congressional and Senatorial staff meetings to present airport DBE related issues and a post session meeting to review the outcomes of the various meetings. ABG was named one of the 2006 Top Corporations for Women's Business Enterprises (WBEs) at the Women's Business Enterprise National Council (WBENC) Annual Salute in Dallas, Texas. Karen Sclafani, Senior Vice President and Chief Counsel, attended this event and accepted the award on behalf of ABG. While in Dallas, Lynn Boccio (Vice President, Strategic Business and Diversity Relations), along with Bob Bouta (Sr. Vice President of Properties and Facilities) attended the Women's Business Enterprise National Council's (WBENC) Founders' Dinner at the Women's Museum: An Institute for the Future. ABG attended and was a bronze sponsor at the "Government Procurement Connections" convention at the Houston Airport Trade Fair. ABG was represented at the "1st Annual Doing Business in Puerto Rico Summit" at the Waldorf Astoria Hotel in New York City.

In April, ABG attended a planning meeting for the WPEO-DC Corporate Roundtable in McLean, Va.

In May, ABG was represented at the United States Pan Asian American Chamber of Commerce (USPAACC) National Conference in San Francisco, CA. ABG were guests of Cartus, Inc., (Connecticut) at the NMSDC Awards held at the Hilton New York and Towers in New York City. ABG was the lead sponsor at the WPEO-DC "Breakthrough Breakfast" in Bethesda, MD, where they provided welcoming remarks in addition to participating in one-on-one meetings with several WBE firms.

In June, ABG attended the WPEO-NY Breakthrough Breakfast held at the Rainbow Room in New York City. The ABG team, along with Marketing met with potential WBE suppliers after the conclusion of the formal event. ABG was a Diamond Sponsor to the Airport Minority Advisory Council/Federal Aviation Administration (AMAC/FAA) National Conference in Las Vegas, NV. A representative of ABG participated in the "Speed Dating" (one-on-one meetings) and also gave opening remarks at the luncheon which was also sponsored by them. A representative of ABG moderated and spoke at a workshop, "Playing by the Rules for DBE and ACDBE Businesses". ABG also exhibited at this event. Avis Rent A Car System, LLC was a Corporate Featured Lead Sponsor to the Woman's Business Enterprise National Council (WBENC) National Convention, Women in Business 2007: Launching a New Decade held in Los Angeles, California.

In July, ABG participated as panelists on July's monthly conference call for the Women's Business Enterprise Council-Southeast (WBEC-SE) "Opening Doors to Large Corporations". ABG attended a meeting with the FAA, DOT and Homeland Security regarding the National DBE Certification program in Washington, DC. The following day, ABG participated in the DBE Stakeholders meeting at the FAA's office, which included officials from DOT, Homeland Security, and AMAC pertaining to various airport related issues. ABG made a corporate donation in support of the ACLD (Adults and Children with Learning and Developmental Disabilities, Inc.).

In August, Avis Rent A Car was a sponsor to the Annual Congressional Black Caucus Conference held in Tunica, Mississippi. ABG, attended and participated in this conference which had as attendees over forty (40) members of Congress present. ABG attended the AMAC Planning Committee Meeting for the 2008 National Convention in Indianapolis, IN. ABG has rejoined the USHCC Procurement Council Advisory Board (PCAB) and will now be a participant in all PCAB meetings and / or conference calls.

In September, ABG supported the Memphis-Shelby County Airport Authority 8th Annual Charity Golf Tournament by donating twenty-five dozen golf balls. ABG participated in the Houston Airport System Business Opportunity Networking Fair 2007, "Runway to Business Opportunity", in Houston, Texas. ABG was a bronze sponsor and Avis was the Official Rent A Car for the United States Hispanic Chamber of Commerce Annual Convention which was held in San Juan, Puerto Rico. ABG was a Package I Sponsor to the Woman's Business Development Center Annual Convention which was held in Chicago, IL. ABG donated a car rental certificate for ACLD's (Adults and Children with Learning and Developmental Disabilities, Inc.) 50th Anniversary Golf Outing held at the Glen Head Country Club in New York.

In October, ABG participated in the Morris County Hispanic Chamber of Commerce Charity Golf Outing in Hackettstown, New Jersey. ABG supported the event by attending their second annual fundraiser and networking with the other attendees. The chamber was extremely pleased to have the ABG in attendance and mentioned us in the award dinner. ABG was a corporate sponsor in the "Partners in Leadership Campaign" for WBENC. ABG participated in a Hispanic Business Networking event which took place in New York City. ABG attended and participated in various roundtables and matchmaking sessions with supplier diversity specialists from Fortune 100 and 500 corporations and MBE vendors involving supplier diversity programs, best practices, etc., at UTC in East Hartford, Connecticut. ABG attended and was a Wind Sponsor at the 19th Annual Gala Awards Banquet for the Long Island Hispanic Chamber of Commerce held at the Long Island Marriott, Uniondale, NY. ABG was represented at the LIHCC Procurement Breakfast meeting at the Holiday Inn, Westbury, NY. ABG was a Bronze

Sponsor to the Houston Minority Business Enterprise Center 25th Annual MED WEEK Event. ABG exhibited and participated in the 35th Annual National Minority Supplier Development Council Conference and Business Opportunity Fair in Miami.

In November, ABG was a Platinum Sponsor at WPO's 10th Anniversary Gala held at the St. Regis Hotel, NYC, and also attended with Marketing. ABG attended the Washington, DC, Airport Trade Fair where they also exhibited. ABG attended the Milwaukee County Board of Community Business Development Partners' Annual Business Expo titled, "Challenging Equal Opportunities; Staying the Course".

In December, Avis Rent A Car was a "Reserve Sponsor" to the 7th Annual Bexar County and the City of San Antonio's Small, Minority, Woman and Veteran Business Owners Conference. Avis Rent A Car exhibited at the trade fair. The event was held in San Antonio, Texas. Avis Budget Group, Inc. was a "Platinum Sponsor" to the 17th Annual Airports Economic Forum. This event was hosted by Airport Minority Advisory Council (AMAC), American Association of Airport Executives (AAAE) and the San Antonio Airport System. The event was held in San Antonio, Texas. ABG participated in a workshop on Contracting and Negotiating at the WPEO Pfizer-sponsored event on "Leveraging Contacts, Negotiating Contracts" in NYC, where Lynn Boccio gave a lecture on Contracting with Corporate America.

2008

In January, ABG attended the WPEO "Celebrating our Partners" reception at the Haworth in New York City. ABG received an award from WPEO in appreciation of our partnership with the WPEO.

In February, ABG participated in the United Hispanic Chamber of Commerce Senior Executive Corporate Advisory Board (SECAB) Meeting and Procurement Council Advisory Board (PCAB) Meeting in New York City at Pfizer Corporation. ABG attended and sponsored the networking breakfast for the AAAE/AMAC/FAA Airport Disadvantaged Business Enterprise (DBE) Conference in Baltimore, Maryland, where Bob Bouta, Sr. V.P., Properties and Facilities, was a panelist on the session, FAA Program Update. ABG also attended the Stakeholders Meeting which was also held in Baltimore during the conference.

In March, ABG attended the Women Presidents' Educational Organization's (WPEO) 10TH Anniversary Awards Breakfast and Champagne Celebration held at the Mandarin Chinese Hotel in New York. ABG was a sponsor of the Welcome Reception for AMAC Industry Day held in Washington, D.C. The ABG team, which included Bob Bouta (Sr. Vice President of Properties and Facilities) also attended this event, which included a pre-Capital Hill briefing, meetings with Congressional and Senatorial staff meetings to present airport DBE related issues and a post session meeting to review the outcomes of the various meetings. ABG was named one of America's Top Corporations for Women's Business Enterprises, 2007 for the eighth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in Washington, D.C. Karen Sclafani, Senior Vice President and Chief Counsel, attended this event and accepted the award on behalf of ABG. ABG attended and was a bronze sponsor at the "Government Procurement Connections 2008" convention at the Houston Airport Trade Fair.

In April, ABG was represented at the Diversity Business Awards conference whereby they were recognized as one of America's Top Organizations for multicultural business opportunities.

In May, ABG provided a gift certificate toward the rental of a car as a raffle prize for The Sky is the Limit Annual Convention in Atlanta. ABG participated and was a Lead Sponsor for the WPEO DC Breakthrough Breakfast and Trade Fair held at the Four Seasons Hotel in Washington, DC, where the team exhibited and identified MWBE vendors. ABG participated in matchmaking sessions at the United States Pan Asian Chamber of Commerce (USPAACC) 23rd Annual National Conference held in Washington, DC. ABG was a Partner Sponsor to the AMAC/FAA Airport Business Diversity Conference held in Indianapolis, IN. During the conference, it was announced that the Strategic Diversity and Business Relations (SDBR) Vice President, Lynn Boccio, was elected to a two-year term as 2nd Vice Chair to AMAC's Board of Directors. ABG provided golf balls for the Airport Minority Advisory Council's 24th Annual Airport Business Diversity Conference, "2008 Bill Walker Memorial Golf Outing", held in Lebanon, Indiana.

In June, ABG sponsored and exhibited at the WPEO Breakthrough Breakfast &Trade Fair at the Pierre Hotel in New York. ABG also had the opportunity to make opening remarks, introductions and participated on a panel entitled, "How Procurement and Supplier Diversity Work Together To Achieve Done Deals". Avis was a Corporate Featured Lead Sponsor at the Women's Business Enterprise National Councils 2008 National Convention in Atlanta, GA. ABG participated in the WBENC Diverse Student Corporate mentor program; matchmaking sessions; and presented a workshop.

In July, ABG was represented at a meeting of the Suffolk County Minority Business Development Council which was developed to support growth and participation of minority businesses with Suffolk County and corporate America. ABG was a bronze sponsor for New York Regional MED Week 2008.

In August, ABG attended the trade show and participated in matchmaker sessions at the Elite SDVOBN National Convention of Service Disabled Veteran-Owned Businesses in Maryland. ABG participated in the Mid-South Minority Business Council (MMBC) Economic Development Fair in Memphis, Tennessee, where meetings were held to identify qualified DBE vendors and show good faith effort in outreach to DBE communities through the MMBC. ABG attended the AMAC Planning Committee Meeting held in Baltimore, Maryland. ABG was a sponsor to the 2008 CBC Institute's Tunica Policy Conference whereby Avis was the official car rental company.

In September, ABG attended and exhibited at the Women's Business Development Center (WBDC) Entrepreneurial Woman's Conference in Chicago, Illinois. ABG attended USHCC's 29th Annual Convention and Trade Show in Sacramento, California, where the diversity team worked the trade show and participated in committee meetings.

In October, ABG attended and was a bronze sponsor at the Long Island Hispanic Chamber of Commerce's 20th Anniversary Gala Celebration, "Making History – Building Futures", at the L.I. Marriott in Uniondale, New York. ABG attended and supported the annual NMSDC Conference and Business Opportunity Fair and Trade Show held in Las Vegas, Nevada.

In November, ABG exhibited and participated in the Metropolitan Washington Airports Authority's 18th Annual Business Opportunity Seminar and Expo in Washington, D.C. ABG participated and exhibited in the Houston Airport System's 3rd Annual "Runway to Business Opportunities Networking Fair". ABG attended and participated in The Zenith Group's MatchMaker meeting held at the offices of Ernst & Young in New York City. The Zenith Group was formally launched in 2005 by WBENC and WPO for those women-owned businesses with revenues of $50 million and above. ABG participated in a "Mini-Match Maker" Procurement Opportunity Forum hosted by the Mid-South Minority Business Council (MMBC) in Memphis, TN. This forum allows MWBEs an opportunity to present their products/services for the potential to bid on upcoming opportunities.

2009

In January, ABG attended and participated in the South Asian Bar Association of New York's (SABANY) Gala at Ciprianis in New York City. The concept is to diversify our professional services use. ABG attended WPEO's "Celebrating Our Partners" reception at the Haworth in New York City.

In February, ABG participated in the Houston Airport System Concessions Stakeholders Meeting. This meeting was held to discuss setting DBE goals for concessionaires at Bush Intercontinental and William P. Hobby Airports.

In March, ABG attended the WPEO Awards Breakfast at the Mandarin Oriental Hotel in New York City, where it was announced that Lynn Boccio was selected as Outstanding Business Advocate. ABG attended AMAC's Annual Industry Day on Capitol Hill in Washington, D.C., where they participated in the Board and Planning Committee meetings. ABG represented airport concessionaires and/or DBEs before various Members of Congress. ABG was a Tribute sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises in 2008 for the ninth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in Baltimore, MD. Tom Gartland, Executive Vice President, Sales and Marketing, attended this event and accepted the award on behalf of ABG.

In April, Avis Budget Group was a Bronze Sponsor of The City of Houston's Government Procurement Connections (GPC) Convention and Expo.

In May, Avis Budget Group participated in USPAACC's CelebrAsian '09, "Business Beyond Boundaries: Turning Challenges into Opportunities", National Conference and Expo at the New York Marriott at the Brooklyn Bridge. Avis Budget Group attended the 2009 Billion Dollar Roundtable (BDR) Summit, "An Integrated Approach to Fostering the Inclusion of Diverse Businesses" in Arlington, Virginia, whereby they were inducted as a new member of the BDR.

In June, Avis Budget Group was a Lead Sponsor at the Women Presidents' Educational Organization's Breakthrough Breakfast and Trade Fair at the Fairfax at Embassy Row in Washington, DC. Avis Budget Group, Inc. was a Partner Sponsor to the 25th Annual AMAC/FAA Airport Business Diversity Conference in Baltimore, Maryland.

In August, Avis Budget Group was a sponsor to the Mid-South Minority Business Council 2009 Economic Development Fair, "Inner City Phase II: Strategic Alliances & The Value Proposition", held at the Memphis Cook Convention Center in Memphis, Tennessee.

In September, Avis Budget Group was a Sponsor of the 23rd Annual Entrepreneurial Woman's Conference which was presented by the Women's Business Development Center (WBDC) in Chicago, IL. Avis Budget Group was a Friendship Partner Sponsor of the 30th Annual United States Hispanic Chamber of Commerce (USHCC) National Convention which was held in Denver, CO.

In October, Avis Budget Group was a lead sponsor at the Women Presidents' Educational Organization's NY Breakthrough Breakfast and Expo at the Grand Hyatt in NYC; whereby, a member of the diversity team made opening remarks and discussed current market and current purchasing trends. Avis Budget Group participated and was a Bronze sponsor at the first annual WEConnect Canada Conference, "Opening Doors for Women Business Owners", at the Hyatt Regency in Toronto. Avis Budget Group was a Bronze sponsor at the 21st Annual Long Island Hispanic Chamber of Commerce (LIHCC) Gala, "Shining a Path to a Brighter Future" at the Marriott in Long Island. Avis Budget Group exhibited and participated in the 2009 NMSDC Conference and Business Opportunity Fair, "Minority Businesses and Corporate America: Recipe for Success", in New Orleans, LA.

In November, Avis Budget Group participated in and exhibited at the Metropolitan Washington Airport Authority Conference and Expo.

In December, Avis Budget Group was a Gold sponsor at the AAAE / AMAC Airports Economic Forum in Miami, Florida. Avis Rent A Car was a Reserve Sponsor to the City of San Antonio and Bexar County 2009 Small Minority Women Veteran Business Owners Conference. Avis was also an exhibiter at this event.

2010

In January, 2010, Avis Budget Group renewed as a Corporate Sponsor of the Women Presidents' Educational Organization (WPEO) in the NY and DC Regions at the Prestige Sponsorship Level. Avis Budget attended WPEO's "Celebrate Our Partners" Reception held at the Haworth Showroom in New York.

In March 2010, Avis Budget Group attended the Women Presidents' Educational Organization (WPEO) Annual Awards Breakfast at the Mandarin Oriental in New York. Avis Budget Group was a Bronze sponsor of the 2010 City of Houston "Government Procurement Connections" Conference and Expo. ABG was a Tribute sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises in 2009 for the tenth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in Baltimore, MD. Bob Lambert, Senior Vice President, Corporate Sales, attended this event and accepted the award on behalf of ABG.

In April 2010, Avis Budget Group participated in the Jewish Women's Foundation of New York's benefit luncheon honoring Dr. Marsha Firestone, President and Founder of the Women Presidents' Organization (WPO) and the Women Presidents' Educational Organization (WPEO) at the Plaza Hotel in New York.

In May 2010, Avis Budget Group attended and was a Patron Sponsor at the National Minority Supplier Development Council (NMSDC) Minority Business Leadership Awards Dinner-Dance which was held at the Hilton New York and Towers in New York. Avis Budget

Group attended and participated in the U.S. Pan Asian American Chamber of Commerce – 25th Anniversary CelebrAsian Business Opportunity Conference which was held in Washington, DC. As a member, Avis Budget Group participated in the Billion Dollar Roundtable Summit which took place at the NY Hilton and Towers in New York City.

In June 2010, Avis Budget Group was a Partner Sponsor, exhibitor, and contributor for the Silent Auction at the 2010 AMAC/FAA Airport Business Diversity Conference in New Orleans, LA. Avis Budget Group attended, exhibited, and participated in matchmaking sessions as well as workshops at the WBENC 2010 Women in Business National Conference (WIB2010) in Baltimore, Maryland. In addition, Avis Budget Group sponsored the Business Fair Breakfast and contributed to the Silent Auction at this event. Avis Budget Group was a Patron Sponsor as well as an exhibitor at the Memphis Mid-South Minority Business Council 2010 Economic Development Fair at the Memphis Cook Convention Center in Tennessee. Avis Budget Group was a participant in the Billion Dollar Roundtable's 2010 Supplier Diversity Best Practice Summit where BDR members and other major corporations addressed and explored best practices in supplier diversity. The summit was held in the Capitol Visitor Center in Washington, DC.

In July 2010, Avis Budget Group attended and participated in the WPEO Corporate Roundtable. The event is held for Corporate Sponsor representatives to develop strategies and share best practices and was hosted by Colgate-Palmolive in New York City. Avis Budget Group attended the 25th National Hispanic Business Gala in support of Mr. Ruben Taborda, Chief Procurement Officer, Medical Devices/Supplier Diversity, of Johnson & Johnson, who was one of the honorees to receive the Corporate Achievement Award. The gala was held at Cipriani's in New York City.

In September 2010, Avis Budget Group was a sponsor to the Women's Business Development Centers 24th Annual Entrepreneurial Woman's Conference in Chicago, IL. Avis Budget Group was an Amigo sponsor to the United States Hispanic Chamber of Commerce (USHCC) Convention and Business Expo held in Dallas, TX. Avis Budget Group was in attendance at the welcome reception for the new President of the National Minority Supplier Diversity Council (NMSDC), Joset Wright, at the Pfizer Headquarters in Manhattan.

In October 2010, Avis Budget Group was a Lead sponsor to the Women Presidents' Educational Organization's Breakthrough Breakfast at the Grand Hyatt in New York City. Avis Budget Group attended the USHCC CEO Reception hosted by Macy's at their Flagship Herald Square Facilities in New York City. This event was by invitation only and is honoring America's Fortune 500 Hispanic CEO's. Avis Budget Group was an exhibitor at the Metropolitan Washington Airports Authority 20th Annual Business Opportunity Seminar held at the Renaissance Washington, DC Hotel. Avis Budget Group was a Bronze Sponsor at the 22nd Annual Awards Gala of the Long Island Hispanic Chamber of Commerce (LIHCC) which was held at the L.I. Marriott. Avis Budget Group participated in the National Minority Supplier Development Council's (NMSDC) 2010 National Convention in Miami, FL. Avis Budget Group attended the Billion Dollar Roundtable Member Appreciation Dinner in Miami, FL.

In November 2010, Avis Budget Group attended and was a sponsor at the USHCC Region V Hispanic Business to Business (HB2B) Trade Fair held in New York City at BN Mellon. Avis Budget Group attended and was s Silver sponsor at the WEConnect Canada 2nd Annual Transfer Conference: "From Contacts to Contracts" held at the Sutton Place Hotel in Toronto, Canada. Avis Budget Group attended and was a Co-Lead sponsor at the WPEO Access Awards Luncheon at the JW Marriott Hotel in Washington, DC.

In December 2010, Avis Budget Group was a sponsor at the 17th AMAC/AAAE Airport Economic Forum held at the Marriott Jackson in Jackson, Mississippi.

2011

In February, 2011, Avis Budget Group renewed as a Corporate Sponsor of the Women Presidents' Educational Organization (WPEO) in the NY and DC Regions at the Prestige Sponsorship Level. As a new corporate member of the Upstate New York Minority Supplier Development Council (UNYMSDC), Avis Budget Group attending their annual meeting at the Xerox Gil Hatch Center in Webster, New York.

In March 2011, Avis Budget Group attended the Women Presidents' Educational Organization (WPEO) Annual Awards Breakfast at the Plaza Hotel in New York. ABG was a Tribute sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises for the eleventh consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in National Harbor, MD. Mark Servodidio, Executive Vice President and Chief Administrative Officer, attended this event and accepted the award on behalf of ABG.

In April 2011, Avis Budget Group was a Bronze sponsor of the 2011 City of Houston "Government Procurement Connections" Conference and Expo. Avis attended and was a sponsor to the Women Presidents' Organization (WPO) 2011 International Conference in Vancouver, Canada.

In May 2011, Avis Budget Group attended and was a Lead sponsor for the Women Presidents' Educational Organization's Breakthrough Breakfast and Procurement Fair at the Omni Shoreham in Washington, DC. Avis Budget Group attended and was a Patron sponsor at the National Minority Supplier Development Council's Minority Business Leadership Awards Dinner Dance at the Hilton New York and Towers. Avis Budget Group was a Circle co-sponsor and participated in supplier diversity workshops at the US Pan Asian American Chamber of Commerce (USPAACC) 2011 CelebrAsian Business Opportunity Conference in Los Angeles, California.

In June 2011, Avis Budget Group was an AMAC (Airport Minority Advisory Council) Partner Sponsor for the 27th Annual Business Diversity conference at the Omni Hotel hosted by Dallas/Fort Worth International Airport in Forth Worth, Texas. Avis Budget Group participated in the FY 2012-2014 Airport Concession Disadvantage Business Enterprise Stakeholder's Meeting held in Humble, TX. Avis Budget Group was a contributing partner for the Women's Business Enterprise National Council's (WBENC) 12th Annual National Conference and Business Fair, "The Opportunity Connection." ABG also exhibited at the conference which was held at the Mandalay Bay Resort in Las Vegas, NV.

In July 2011, Avis Budget Group was a Gold sponsor for the 2011 Billion Dollar Roundtable Summit held at the Microsoft Campus in Bellevue, Washington. The summit is by invitation only and includes supplier diversity officers and thought leaders, corporate Chief Procurement Officers and executives, minority and woman business leaders, representatives from financial institutions, investment bank firms and government agencies. Avis Budget Group participated in the WPEO Corporate Roundtable exclusively for WPEO Corporate Sponsor representatives to share best practices in a confidential environment with their peers. The event was hosted by Marsh & McLennan Companies in NY.

In September 2011, Avis Budget Group was a sponsor to the Women's Business Development Centers 25th Anniversary Entrepreneurial Woman's Conference in Chicago, IL. Avis Budget Group was a Corporate Lead sponsor for the WPEO Annual Breakthrough Breakfast and Procurement Fair at The Grand Hyatt New York. Avis Budget Group was a bronze sponsor at the United States Hispanic Chamber of Commerce (USHCC) 32nd Annual National Convention & Business Expo in Miami Beach, FL.

In October 2011, Avis Budget Group was a titled sponsor at the Executive Officers Forum and Corporate Diversity Leadership Awards event (CEO Reception) at the Chart House Restaurant in Weehawken, New Jersey. Avis Budget Group was a Silver Sponsor at the 23rd Annual Awards Gala of the Long Island Hispanic Chamber of Commerce (LIHCC) which was held at the L.I. Marriott. Avis Budget Group participated in the National Minority Supplier Development Council's (NMSDC) 2011 National Convention in Atlanta, GA. Avis Budget Group attended the Billion Dollar Roundtable's 10th Anniversary and Appreciation Dinner in Atlanta, GA.

In November 2011, Avis Budget Group attended and was a Silver Sponsor at the WEConnect Canada National Conference. Avis Budget Group was a Platinum Sponsor to the Milwaukee County 2011 Business Opportunity Expo.

In December 2011, Avis Budget Group was a sponsor at the 18th Annual AMAC Airports Economic Opportunity & Policy Forum held at the Hilton Fort Lauderdale Marine in Florida. Avis Budget Group was an exhibitor at the Bexar County Contracting Conference in San Antonio, TX.

2012

In March 2012, Avis Budget Group was in attendance at the NMSDC Advanced Practices Group meeting held at Citigroup, Inc., in New York. Avis Budget Group attended the Women Presidents' Educational Organization (WPEO) Annual Awards Breakfast at the Plaza Hotel in New York. ABG was a Bronze sponsor at the Harlem YMCA's 42nd Annual National Salute to Black Achievers in Industry (*bai*) Awards Dinner at the New York Marriott Marquis Hotel. This celebration pays homage to leading corporations throughout the nation, as it recognizes and honors the commitment of providing mentoring programs, scholarships and other opportunities for teens while supporting the endeavors of the Harlem Y. Mark Servodidio, Executive Vice President and Chief Administrative Officer designated Priscilla Alvarado as Avis Budget Group's Achiever and Priscilla will act as a mentor over the next year for a young person who is involved with the Harlem YMCA Program. ABG was a Tribute sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises for the twelfth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in Baltimore, MD. Mark Servodidio, Executive Vice President and Chief Administrative Officer, attended this event and accepted the award on behalf of ABG.

In April 2012, Avis Budget Group was a Bronze sponsor of the 2012 City of Houston "Government Procurement Connections" Conference and Expo. Avis was a corporate sponsor to the Women Presidents' Organization (WPO) Conference in Atlanta, Georgia, where they participated in VIP speed-dating sessions and exhibited at the trade fair.

In May 2012, Avis Budget Group attended the NYNJ Minority Supplier Development quarterly meeting at JP Morgan Chase in New York.

In June, 2012, Avis Budget Group was a Circle co-sponsor at the US Pan Asian American Chamber of Commerce (USPAACC) 2012 CelebrAsian Business Opportunity Conference in Bethesda, Maryland. Avis Budget Group was a Partner Sponsor at the 2012 AMAC Airport Business Diversity Conference in St. Louis, Missouri where they were presented with the Corporate Partner Award. Avis Budget Group was one of two corporate Co-Chairs for the 2012 WBENC National Conference and Business Fair in Orlando, Florida. During the WBENC event, Avis Budget Group participated in WEConnect Canada's WBE Corporate Roundtables (WBE's meet Corporate members).

In August 2012, Avis was co-host along with J&J for the Billion Dollar Roundtable Summit at J&J Headquarters in New Brunswick, New Jersey. Complimentary use of Avis Chauffeur Drive was provided during the conference.

In September 2012, Avis Budget Group was Co-Lead Corporate Sponsor of the WPEO's Breakthrough Breakfast and Procurement Fair at The Pierre Hotel in New York. Avis Budget Group was a Bronze sponsor for the United States Hispanic Chamber of Commerce (USHCC) conference in Las Angeles, California. Avis Budget Group was a sponsor for the Women's Business Development Center (WBDC) in Chicago, Illinois.

In October 2012, Avis Budget Group was a Silver Sponsor at the 24th Annual Awards Gala of the Long Island Hispanic Chamber of Commerce (LIHCC) which was held at the L.I. Marriott. Avis Budget Group participated and exhibited in the National Minority Supplier Development Council's (NMSDC) 2012 National Convention in Denver, CO. Avis Budget Group attended the Billion Dollar Roundtable's Member Appreciation Dinner in Denver, CO.

In November 2012, Avis Budget Group was a Silver Sponsor at the WEConnect Conference in Toronto, Canada. Avis Budget Group was a Co-Lead Corporate Sponsor for the WPEO's DC Breakthrough Breakfast and Procurement Fair at the JW Marriott in Washington, DC.

In December 2012, Avis Budget Group was a Business Sponsor of the AMAC Economic Forum held in Houston, TX.

2013

In January, 2013, Avis Budget Group attended the WPEO "Celebrating Our Partners" Reception at the Haworth Showroom in NYC. The reception recognizes and celebrates WPEO's Corporate Members for their ongoing support and commitment to the WPEO.

In March, 2013, Avis Budget Group attended the Women Presidents' Educational Organization (WPEO) Annual Awards Breakfast at the Plaza Hotel in New York. Avis Budget Group attended a Disadvantaged Business Enterprise (DBE) outreach event hosted by the Maryland Aviation Administration at BWI Marshall Airport. Avis Budget Group was a Scholar Sponsor at the Harlem YMCA's 2013 Black Achievers in Industry (BAI) Gala held at the New York Marriott Marquis Hotel. Avis Budget Group was a Tribute sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises for the thirteenth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in Baltimore, MD. Gerard Insall, Senior Vice President and Chief Information Officer, attended this event and accepted the award on behalf of ABG. Avis Budget Group was a Bronze sponsor of the 2013 City of Houston "Government Procurement Connections" Conference and Expo at the George R. Brown Convention Center.

In April 2013, Avis Budget Group attended and exhibited at the DiversityBusiness.com conference where Avis Budget Group was honored as one of America's Top 50 Organizations for Multicultural Business Opportunities at the Wynn Resort in Las Vegas, NV. Avis was a sponsor at the 2013 Women Presidents' Organization (WPO) Annual Conference at the Fairmont Dallas Hotel. Avis Budget Group attended the NY&NJMSDC (The Council) 2013 MBE Annual Meeting & Corporate Procurement Opportunities Forum at the Bank of NY Mellon.

In May 2013, Avis Budget Group attended was a General Sponsor at the 2013 Women Presidents' Organization Annual Conference in Dallas, TX. Avis Budget Group attended the Metropolitan Black Bar Association's 29th Anniversary Awards Gala at Gotham Hall, New York; whereby, Mr. Michael Tucker (Executive Vice President and General Counsel of Avis Budget Group) was honored with the Trailblazer of the Year Award. Avis participated in the O'Hare International Airport Rental Car Business Opportunity Symposium at the Parkway Ballroom in Chicago, IL. Avis Budget Group was a Tulip Sponsor at the Long Island Hispanic Chamber of Commerce's Eighth Annual Latina Hat Luncheon at Carltun on the Park in Eisenhower Park, Long Island, NY. Lynn Boccio was the keynote speaker at this event. ABG was the host of the Women Presidents' Educational Organization (WPEO) "Brown Bag Lunch" which was held at the WPEO office in New York. Avis Budget Group was a Patron Table Sponsor at the NMSDC Minority Business Leadership Awards Dinner-Dance held at the Hilton New York and Towers.

In June 2013, Avis Budget Group was a Circle sponsor at the United States Pan Asian American Chamber of Commerce CelebrAsian 2013 Business Opportunity Conference at the Hyatt Regency Orange County Hotel in Garden Grove, CA. Avis Budget Group was a Partner Sponsor to the 2013 Airport Minority Advisory Council (AMAC) National Conference held in San Diego, CA, in addition to sponsoring the AMAC After Dark Scholarship Fundraiser. Avis Budget Group participated in the NY&NJ Minority Supplier Development Council Business Opportunity Expo held at the New York Marriott Marquis. Avis Budget Group attended the "Be A Hero – Hire A Hero" Army Birth Celebration VIP Breakfast at the Hotel Pennsylvania in New York. Avis Budget Group attended and was a sponsor at the WBENC National Conference and Business Fair in Minneapolis, MN.

In August 2013, Avis Budget Group was a sponsor for the Congressional Black Caucus Institute 2013 Tunica Policy Conference. Avis Budget Group participated in the Women Presidents' Educational Organization (WPEO) Corporate Roundtable and Luncheon hosted by Time Warner in New York. The theme was "Supplier Diversity as a Competitive Advantage". Avis Budget Group was a Platinum Sponsor of the Billion Dollar Roundtable Summit at the Renaissance Conference Center in Detroit, Michigan, and provided Avis Chauffeur Drive for Summit attendees.

In September 2013, Avis Budget Group was a Bronze sponsor for the United States Hispanic Chamber of Commerce (USHCC) conference in Chicago, Illinois. Avis Budget Group was a Title sponsor at Citi Field and sponsor of the Save-a-Suit Pavilion at the Be A Hero Hire A Hero Employment/Education Resource Expo for veterans at Citi Field in New York. Avis Budget Group was part of over 150 companies to welcome home veterans with job opportunities as they transition into civilian life. Avis Budget Group was a Lead sponsor of the WPEO Breakthrough Breakfast at The Plaza Hotel in New York, where they made opening/welcoming remarks in addition to providing a "success" story. They were an exhibitor and also participated

in Matchmaking Sessions. Avis Budget Group was a sponsor and exhibitor for the WBDC Annual Conference in Chicago, IL. Avis Budget Group attended The United War Veterans Council Veterans Day Parade and Veterans Week 2013 Reception and Briefing at The Union League Club in New York, recognizing those whose steadfast commitment, dedication and unwavering support enable us to honor those who have served and are serving our great nation.

In October 2013, Avis Budget Group attended the NY&NJMSDC Sustainability Summit and participated in the Matchmaking sessions. The event was hosted by BNY Mellon in New York. Avis Budget Group attended and exhibited at the 2013 NMSDC National Conference in San Antonio, TX. Avis Budget Group attended the BDR Annual Appreciation Dinner in San Antonio, TX, at the NMSDC Conference.

In November 2013, Avis Budget Group attended the 2013 WEConnect Canada National conference in Toronto, Canada, and hosted a roundtable and participated in matchmaking sessions. Avis Budget Group was a Lead Sponsor of the 2013 WPEO Breakthrough Breakfast – DC in Washington, DC, where they exhibited and a member of the supplier diversity team made opening remarks. Avis Budget Group attended and exhibited at the Raleigh Durham Airport Authority/Carolinas Minority Supplier Development Council Business Opportunity meeting in Raleigh, North Carolina. Avis Budget Group was a Silver Sponsor at the Long Island Hispanic Chamber of Commerce's 25th Annual Awards Gala at the Long Island Marriott, in Uniondale, New York, where they received the "Corporation of the Year" Award. Gerard Insall, Senior Vice President and Chief Information Officer, attended this event and accepted the award on behalf of ABG.

In December 2013, Avis Budget Group was a Bronze Sponsor to the 2013 Women's Hall of Fame Award's Program hosted by the American Institute of Diversity and Commerce. The event was held in Dallas, TX. Avis Budget Group was a Gold Sponsor for the NY&NJMSDC Partnership Awards Gala held at the New York Marriott Marquis in New York City.

2014

In January 2014, Avis Budget Group attended the WPEO Celebrating Our Partners Reception at Pfizer, Inc., in NYC.

In February 2014, Avis Budget Group participated in the NMSDC PRISIM Compliance Management Training for Vendor Management Webinar.

In March 2014, Avis Budget Group attended the Airport Revenue News (ARN) Conference and Exhibition at the Omni Orlando in Florida. Avis Budget Group attended the Women Presidents' Educational Organization (WPEO) Annual Awards Breakfast at the Pierre Hotel in New York. Avis Budget Group attended the NY&NJMSDC Corporate Quarterly Membership Meeting at the Citigroup Center in New York. Avis Budget Group was a Tribute sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises for the fourteenth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in New Orleans, LA. Ned Linnen, Senior Vice President and Chief Human Resources Officer, attended this event and accepted the award on behalf of ABG.

In April, 2014 Avis Budget Group attended AMAC Leadership Summit Industry Day on Capitol Hill in Washington, DC. Avis Budget Group was a General Sponsor at the 2014 Women Presidents' Organization (WPO) Annual Conference at the Sheraton New Orleans Hotel.

In May 2014, Avis Budget Group held its first Diverse Business Enterprise Award Contest. Winners were comprised of one certified MBE (Minority Business Enterprise); one certified WBE (Women Business Enterprise); and one certified ACDBE (Airport Concessions Disadvantaged Business. They spent two days at corporate headquarters in Parsippany, New Jersey, where they were able to meet with senior executives and learn how we drive our business and gain powerful insights that could help their business achieve the next level of success.

In June 2014, Avis Budget Group was a Circle Sponsor at the United States Pan Asian American Chamber of Commerce (USPAACC) Procurement Opportunity Conference at the Sheraton Premiere at Tysons Corner, Virginia, where they exhibited and participated in the Supplier Diversity Managers Caucus. Avis Budget Group was a Strategic Sponsor at the AMAC Airport Business Diversity Conference in Denver, CO, where they exhibited and participated in the silent auction and matchmaking sessions. Avis Budget Group was a Bronze sponsorship at the National Minority Business Council's (NMBC) 42nd Anniversary Celebration at BNY Mellon in New York, where they were honored with the Corporate Diversity Award. Avis Budget Group was a Ruby Sponsor at the WBENC National Conference and Business Fair in Philadelphia, PA, where they exhibited, participated in the silent auction and matchmaking sessions as well as having Senior Vice President of Properties and Facilities, Bob Bouta, make opening remarks at the business fair breakfast.

In August, Avis Budget Group was a sponsor for the Billion Dollar Roundtable Summit which was held in Cincinnati, Ohio.

In September, Avis Budget Group was a Co-Lead Sponsor of the Women Presidents' Educational Organization (WPEO) NY Breakthrough Breakfast and Procurement Fair at The Plaza Hotel in New York. Avis Budget Group was a sponsor and exhibitor for the 28th Annual Entrepreneurial Woman's Conference at Chicago's McCormick Place, West. Avis Budget Group was a Bronze Sponsor at the United States Hispanic Chamber of Commerce Annual National Convention in Salt Lake City, Utah.

In October, Avis Budget attended the 30th Anniversary AMAC Regional Forum and Gala hosted by Hartsfield-Jackson Atlanta International Airport. Avis Budget Group attended the Philadelphia Airport 2014 Annual Business Opportunity Forum which was held at the Airport Marriott Hotel, Philadelphia International Airport. Avis Budget Group participated in the Rental Car Concession ACDBE Compliance Meeting requested by the Charlotte Douglas International Airport Authority. Avis Budget Group participated in Denver International Airport's "Business Matchmaking" event at the Renaissance Denver Hotel in Colorado.

In November, Avis Budget Group attended and exhibited at the 2014 NMSDC National Conference in Orlando, FL. Avis Budget Group was a Bronze Sponsor for the 30th Anniversary Gala of Minority Business Entrepreneur (MBE) Magazine during the NMSDC Conference hosted by Seaworld Orlando. Avis Budget Group attended a Mental Health Awareness Fundraising Event at the New York Society for Ethical Culture; whereby a charitable donation will be made to Iraq Afghanistan Veterans of America. Avis Budget Group was a Silver Sponsor at the Long Island Hispanic Chamber of Commerce's 26th Annual Awards Gala at the Long Island Marriott, in Uniondale, New York.

In December, Avis Budget Group exhibited and participated in the Chicago Department of Aviation's Industry Job Fair at the UIC Forum Avis Budget Group was a Lead Sponsor and exhibitor for the WPEO DC Breakthrough Breakfast and Procurement Fair at the JW Marriott in

Washington, DC. In addition, a member of the diversity team had a speaking role in the program entitled, "The Competitive Advantage". Avis Budget Group was a Bronze Sponsor and exhibitor for the Small, Minority, Women & Veterans Business Owners (SMWVBO) Bexar County Contracting Conference in San Antonio, TX.

2015

In January, Avis Budget Group participated as an exhibitor at the San Diego International Airport Opportunity Awareness Networking Event.

In February, Avis Budget Group participated in a Diversity Outreach Event in Austin, TX, "Runway to Opportunities: Doing Business with Austin-Bergstrom International Airport", hosted by The Small & Minority Business Resources Department (SMBR) and the Department of Aviation (DOA).

In March, Avis Budget Group attended the Women Presidents' Educational Organization (WPEO) Annual Awards Breakfast at the Pierre Hotel in New York. Avis Budget Group was a Tribute sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises for the fifteenth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Salute in Baltimore, MD. Gina Bruzzichesi, Senior Vice President, Domestic Operations attended the event and accepted the award on behalf of ABG. Avis Budget Group participated in AMAC Industry Day on Capitol Hill in Washington, DC.

In April, Avis Budget Group attended the Piedmont Triad Airport Authority Stakeholder Meeting, ADCBE Goal FY2016 – FY2018 Goal Setting, in Greensboro, NC. Avis Rent A Car System, LLC was a General Sponsor of the 2015 Women Presidents' Organization Annual Conference and an exhibitor at the trade fair held in Phoenix, AZ. Susan Pettit participated as a moderator for the concurrent workshop entitled "Innovation & Design Thinking". Avis Budget Group attended the 15th Annual National Diversity Summit hosted by DiversityBusiness.com at the Harvard Club of New York, where they were selected as one of America's Top 50 Organizations for Multicultural Business Opportunities for 2015".

In May, Avis Rent A Car System, LLC was a General Sponsor of the 2015 Women Presidents' Organization Annual Conference in Phoenix, AZ. Avis Rent A Car System, LLC was an exhibitor at the trade fair. Susan Pettit participated as a moderator for the concurrent workshop entitled "Innovation & Design Thinking". Avis Budget Group was a Donor Table Sponsor at the NMSDC Minority Business Leadership Awards Dinner-Dance held at the Hilton New York and Towers. Avis Budget Group attended the20th Black Enterprise Entrepreneurs Summit in Atlanta, GA, where they were recognized as one of Black Enterprise's Top 35 Best Companies for Supplier Diversity. Avis Budget Group attended and participated in the Charlotte International Airport event, "Doing Business with the Airport: Concession Edition" at the Charlotte Center.

In June, Avis Budget Group was an exhibitor and a Circle Co-Sponsor for the United States Pan Asian American Chamber of Commerce (USPAACC) Procurement Opportunity Conference at the Marriott Bethesda North Hotel and Conference Center in Bethesda, MD. Avis Budget Group was a Legacy Sponsor at AMAC's Annual Airport Business Diversity Conference at the Fort Lauderdale Marriott Harbor Beach Resort in Florida. The conference theme was "Business Beyond the Beach: ELEVATING Global Opportunity". In addition, Avis Budget Group was a table sponsor at the Celebrating Women in Aviation breakfast during the

conference. Avis Budget Group was a Business Fair Sponsor and an exhibitor at WBENC's 2015 National Conference and Business Fair in Austin, TX.

In July, Avis Budget Group attended the WPEO-DC Annual Access Reception at the Capital One Atrium in McLean, Va.

In August, Avis Budget Group was a Platinum Sponsor for the Billion Dollar Roundtable which was held at the Hyatt Regency Dallas. Complimentary Chauffeur Drive was provided for this event. Avis Budget Group exhibited at the MMBC Conference in Memphis, TN, and provided two "Avis Free Day Car Rental" Coupons.

In September, Avis Budget Group was a Bronze Sponsor as well as an exhibitor of the WBDC Conference in Chicago, IL. Avis Budget Group was a Bronze Sponsor of the USHCC National Convention in Houston, TX. Avis Budget Group participated in the Tampa International Airport Car Rental M/W/DBE Networking Outreach Event.

In October, Avis Budget Group was a Lead Sponsor for the WPEO NY Breakthrough Breakfast and Procurement Fair at the Plaza Hotel in New York City. They exhibited as well as participated in a panel discussion, "Return on Relationships" and matchmaking sessions. Avis Budget Group attended and exhibited at the NMSDC Conference and Business Opportunity Exchange held at the San Diego Convention Center in San Diego, CA. Avis Budget Group also attended The Billion Dollar Roundtable Appreciation Dinner at the University Club in San Diego, CA, which was hosted by Johnson Controls. Avis Budget Group attended the Hartsfield Jackson Atlanta International Airport Car Rental ACDBE / DBE Goal Setting meeting.

In November, Avis Budget Group was a Corporate Lead Sponsor of the 2015 WPEO Breakthrough Breakfast & Procurement Fair, which was held at the Mayflower Hotel, Washington, DC. Avis Budget Group (Sue Pettit) was a panelist where the topic of the panel discussion was "Return on Relationships". Avis Budget Group also exhibited at the Procurement Fair. Avis Budget Group was a Silver Sponsor of the 2015 Supplier Diversity Veteran Business Opportunity Fair and Vet's Rock Concert which was held at the Mohegan Sun Casino Resort in Uncasville, CT. Avis Budget Group exhibited in the Business Opportunity Fair and Job Fair. Avis Budget Group participated in the CBS Supplier Diversity Networking event which was held at the CBS Studio Center in Los Angeles, CA. Avis Budget Group was a Gold Sponsor at the Long Island Hispanic Chamber of Commerce's 27th Annual Awards Gala at the Long Island Marriott, in Uniondale, New York.

In December, Avis Budget Group was a Circle of Honor sponsor and attended the 2015 WBE Hall of Fame Induction Ceremony held at the Four Seasons Resort in Irving, Texas where Lynn Boccio was selected by the American Institute of Diversity and Commerce as a distinguished recipient of a 2015 Women's Business Enterprise Hall of Fame award.

2016

In March, Avis Budget Group participated in the NY&NJMSDC Webinar, "Extending Supplier Diversity's Reach Through Internal Partners". Avis Budget Group was a sponsor of the WPEO Annual Awards Breakfast at the Mandarin Oriental Hotel in New York. Avis Budget Group participated in AMAC's Leadership Summit (Industry Day) on Capitol Hill in Washington, DC. Avis Budget Group participated in AMAC's 22nd Annual Airports Economic Opportunity and Policy Forum hosted by the Metropolitan Washington Airports Authority. Bob

Bouta, Sr. Vice President, Properties and Facilities participated as an Industry Leader in the AMAC Rental Car Operators Panel workshop panel at the Forum. Avis Budget Group was a Tribute sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises for the sixteenth consecutive year at the Women's Business Enterprise National Council (WBENC) Annual Summit and Salute in Phoenix, AZ. Avis Budget Group also participated in a Travel and Hospitality Industry Roundtable at the Summit. Avis Budget Group attended and exhibited in the City of Atlanta Business Expo 2016 at the Georgia World Congress Center.

In April, Avis was a General Level Conference sponsor at the 2016 Women Presidents' Organization Annual Conference at The Baltimore Marriott Waterfront Hotel and also sponsored the Closing Performance of Rappers' Delight. In addition, Avis introduced the Keynote Speaker. Our Zipcar brand also attended this event. Avis Budget Group attended 16th Annual National Diversity Summit for DiversityBusiness.com at Time Warner in NY, where they were honored as one of the "America's Top 50 Organizations for Multicultural Business for 2016".

In May, Avis Budget Group attended the NY&NJ Minority Supplier Development Council Quarterly Membership Meeting which was held at Guggenheim Partners in New York City. Avis Budget Group was a guest of the Billion Dollar Roundtable at the 12th Annual Induction Ceremony for the Minority Business Hall of Fame & Museum. Along with others, the Billion Dollar Roundtable was honored for providing the groundwork for the growth of minority business development. The event was held at BNY Mellon in New York City.

In June, Avis Budget Group attended and participated in the 2016 Massport Business Diversity Summit held at the Seaport Boston Hotel. Avis Budget Group was a Circle Co-Sponsor for the United States Pan Asian American Chamber of Commerce (USPAACC) Procurement Opportunity Conference at the Hyatt Regency in Atlanta, GA. Avis Budget Group was a Business Fair Sponsor and an exhibitor at WBENC's 2016 National Conference and Business Fair in Orlando, FL. Avis Budget Group also participated in matchmaker meetings. Avis Budget Group was a Supporter Sponsor for the TUCK WBENC Executive Program Class of 2016.

In July, Avis Budget Group participated in the Tallahassee International Airport's Quarterly ACDBE Shortfall Meeting

In August, Avis Budget Group was a Platinum Sponsor and participant for the Billion Dollar Roundtable which was held at the Omni Atlanta Hotel at CNN Center in Atlanta, GA. Complimentary Chauffeur Drive was provided for this event. Avis Budget Group was a Legacy Sponsor at AMAC's Annual Airport Business Diversity Conference at the Huntington Convention Center of Cleveland and exhibited and participated in matchmaking meetings. Avis Budget Group participated in a DBE Compliance meeting requested by the City of Atlanta's, Office of Contract Compliance, at Hartsfield-Jackson Atlanta International Airport. The meeting was to discuss the current participation levels and achieving the goal for car rental agencies for ACDBE/DBE Program at Hartsfield-Jackson Atlanta International Airport.

In September, Avis Budget Group participated in a Disadvantaged Business Enterprise Stakeholders' Meeting for the Houston Airport System. Avis Budget Group participated in the Tallahassee International Airport Business Opportunities Outreach Workshop designed for firms interested in pursuing future work with Airport rental car companies. Representatives from the Airport, City of Tallahassee's MBE/DBE Office and other small business assistance programs were available.

In October, Avis Budget Group was a Diamond Corporate Sponsor of the 2016 WPEO Breakthrough Breakfast & Procurement Fair at The Plaza Hotel in NYC. They exhibited as well as participated in a panel discussion, "Trends: Looking to the Future" and matchmaking sessions. Avis Budget Group was a Bronze Sponsor of the USHCC National Convention in Miami Beach, FL. They also participated in matchmaking meetings during the convention. Avis Budget Group attended and exhibited at the NMSDC Conference and Business Opportunity Exchange held at the McCormick Place in Chicago, IL. Avis Budget Group participated in a meeting on ACDBE Participation at the Fort Lauderdale-Hollywood International Airport.

In November, Avis Budget Group participated and exhibited at the South Carolina Airport Coalition Matchmaker Conference held at the Koger Center for the Arts in Columbia, South Carolina. The conference was in conjunction with the other three major airports in South Carolina; Charleston International Airport, Columbia Metropolitan Airport, and Myrtle Beach International Airport as well as the University of South Carolina. Avis Budget Group participated in the Orlando-Melbourne International Airport ACDBE Stakeholder Input Meeting. The airport was soliciting input and feedback from representatives of current concessionaires, minority and women-owned business and trade associations, to assist them in the establishment of their ACDBE goals. Avis Budget Group attended and was a Bronze Sponsor for WBDCelebrate 30th Anniversary Reception and Award Presentation at the Wintrust Grand Banking Hall in Chicago, IL. Avis Budget Group participated in the Toledo Lucas County Port Authority ACDBE Enterprise Stakeholder Input Meeting Airport at Toledo Express Airport. Avis Budget Group was a Corporate Lead Sponsor and exhibitor at the 2016 WPEO Breakthrough Breakfast & Procurement Fair, which was held at the Mayflower Hotel, Washington, DC. Avis Budget Group was a Gold Sponsor at the Long Island Hispanic Chamber of Commerce's 28th Annual Awards Gala at the Long Island Marriott, in Uniondale, New York. Avis Budget Group was a Circle of Honor sponsor and attended the 2016 WBE Hall of Fame Induction Ceremony held at the Four Seasons Resort in Irving, Texas.

In December, Avis Budget Group was an Appreciation Sponsor and exhibitor at the Bexar County's 16th Annual SMWVBE (Small, Minority, Women & Veteran Business Entrepreneurs) Conference held at the Freeman EXPO Hall in San Antonio, TX.

2017

In January, Avis Budget Group attended the Jackson Municipal Airport Authority 2017 Aviation Industry Day which was held at the Clyde Muse Center at Hinds Community College in Pearl, MS, and also presented on "How to Do Business with the Rental Car Industry" which was in a panel format. Avis Budget Group attended the Albert J. Ellis Airport ACDBE stakeholders input meeting in Richlands, NC. The airport was soliciting input from current concessionaires, M/WBE businesses and trade associations to assist the airport in establishing their ACDBE goals.

In February, Avis Budget Group attended a mandatory car rental meeting for Memphis International Airport at the Airport Project Center. The meeting was to assist the car rental agencies in finding minority companies that could help the airport achieve the FAA ACDBE Car Rental Goal.

In March, Avis Budget Group attended the WPEO Annual Awards Breakfast at the Mandarin Oriental Hotel in New York. Avis Budget Group participated in AMAC's Leadership Summit (Industry Day) on Capitol Hill in Washington, DC. Avis Budget Group was a Stars Celebratory Luncheon sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises at the Women's Business Enterprise National Council (WBENC)

Annual Summit and Salute in New Orleans, LA. Avis Budget Group also participated in "The Industry of the Future" Workshops wherein our EVP and CIO, Gerard Insall, was on a panel and gave a presentation on the "Future of Travel & Entertainment". Avis Budget Group attended St. Louis Lambert International Airport's 2017 Business Diversity Forum held at the airport. The forum was a must attend event for minority, women-owned, and disadvantaged business enterprises interested in doing business in the multi-billion dollar airport/aviation industry.

In April, Avis Budget Group attended a workshop hosted by Charlottesville Albemarle Airport on the Airport's Disadvantaged Business Enterprise (DBE Programs) geared towards minority and women-owned firms interested in doing business with the Airport. The workshop focused on 1) information on the DBE/ACDBE Programs at Charlottesville-Albemarle; 2) becoming DBE/ACDBE certified and how; 3) upcoming projects and opportunities at the Airport in construction, concession, car rentals, and provisions of Goods and Services; and 4) Networking. Avis Budget Group participated in a teleconference scheduled by Massport, entitled, "Car Rental Business Networking Letter 2017 (ACDBE Goal Discussion and Update) – Rental Car Center. It was scheduled to update everyone with the Logan International Airport Rent-A-Car ACDBE goals/results for last year and for FY 2017.

In May, Avis Budget Group was a General Level sponsor and exhibited at the 2017 Women Presidents' Organization (WPO) Annual Conference held at the Ritz-Carlton Grande Lakes Hotel in Orlando, FL. Avis Budget Group attended a Prime Concessionaire Focus Group Meeting – FAA ACDBE Program Compliance Review – conducted by the Federal Aviation Administration (FAA) Office of Civil Rights at the Metropolitan Airports Commission (MAC), Minneapolis St. Paul International Airport. The purpose of the meeting was to discuss how things are going working with the MAC, Minnesota airports, ACDBEs, sub-concessionaires, the ACDBE Program and other related matters. Avis Budget Group was honored as one of the Top 50 Corporations for Inclusive Business Opportunities for 2017 at the 17th Annual Omnikal (formerly DiversityBusiness.com) Business Summit at the Harvard Club in New York. These top 50 US corporations were chosen because they are awarding the most business to the growing, culturally diverse vendor/supplier marketplace. Avis Budget Group attended the 2017 Massachusetts Port Authority (Massport) Business Diversity Summit for all Logan Airport Rental Car Concessionaires / Tenants at the Seaport Hotel in Boston, MA. This summit is to address how small and disadvantaged businesses can work with Massport and its rental car partners and create relationships that increase small and disadvantaged business participation in Massport agreements and its Airport Concession Disadvantage Business Program (ACDBE) program. Avis Budget Group attended the Salt Lake City Department of Airports Disadvantaged Business Enterprise (DBE) Outreach Event held at the Airport Training Activity Center in Salt Lake City, UT. Avis Budget Group participated, via teleconference, in the San Diego International Airport's workshop call, "Doing Business with SAN for ACDBE Program Participants". The focus of the call was to learn more about the ACDBE Program, FAA requirements, Airport requirements, etc. Avis Budget Group was a Circle Sponsor and an exhibitor at the US Pan Asian American Chamber of Commerce (USPAACC) CelebrAsian Procurement Conference 2017 at the Hilton San Diego Bayfront in San Diego, CA.

In June, Avis Budget Group was a Golf Hole Sponsor at the NY&NJMSDC – "The Council's 22nd Annual Networking for Scholarships" at the Montclair Golf Club in West Orange, NJ. Avis Budget Group was Title Corporate Sponsor and exhibitor of AMAC's Annual Airport Business Diversity Conference: "The Magic of Flight" in Houston, TX. Our Executive Vice President, General Counsel and Chief Compliance Officer, Michael Tucker, attended the conference and was a speaker as well as an emcee during the event. Our Sr. Vice President, Bob Bouta, received the Catalyst Award during the conference. Avis Budget Group was a Business

Fair Luncheon Sponsor at WBENC's 20th Anniversary National Conference and Business Fair in Las Vegas, Nevada, where they exhibited and participated in matchmaking meetings.

In July, Avis Budget Group participated, via teleconference, in the Metropolitan Washington Airports Authority Stakeholder meeting regarding the new ACDBE Goals for Car Rentals and all other concessions at the Ronald Reagan International Airport and Dulles International Airport. Avis Budget Group participated, via teleconference, in the City of Houston Disparity Study Concessions Business Owner Telephone Session which was hosted by Colette Holt & Associates. The Disparity Study determines whether M/WBEs, DBEs and ACDBEs have access to full and fair opportunities on City of Houston contracts and subcontracts and if not, what remedies the City of Houston should apply. It involved interview sessions for business owners sharing experiences in doing business with the City of Houston and its M/W/D/ACDBE Program and highlighting any barriers experienced in accessing City contracting and concession opportunities.

In August, Avis Budget Group participated in a meeting at Long Island MacArthur Airport with the Commissioner, Deputy Commissioner, President and CEO of the Airport Minority Advisory Council (AMAC) and expert diversity consultants regarding organizing a regional forum / conference including workshops, one-on-one meetings with vendors, etc., to promote maximum opportunities for minority and women-owned businesses. Avis Budget Group attended the WBENC's first Legacy of Leaders and Corporate Members Annual Planning Meeting at Nemacolin Woodlands in Farmington, PA. Avis Budget Group was a Platinum Sponsor and participant at the Billion Dollar Roundtable which was held at the Oakland Marriott City Center in Oakland, CA. Complimentary WeDriveU was provided to attendees to and from the airport for the event. Avis Budget Group participated in John Glenn Columbus International Airport's ACDBE Open House. This is a collaborative effort to engage small, minority and diverse business owners with information on partnership opportunities with food, retail and rental car vendors. It included informational sessions with master concessionaires as well as car rental agencies to discuss current and future opportunities to partner with the vendors and the Columbus Regional Airport Authority. Avis Budget Group participated, via teleconference, in Memphis International Airport's Concessions Disadvantaged Business Enterprise (ACDBE) Stakeholder Input Meeting. The Airport is in the process of developing its three-year ACDBE program goals for FY 2018 – FY 2020, separately for Rental Car concessions and for Non-Car Rental concessions which consist of food/beverage, retail, airport services, etc.

In September, Avis Budget Group attended and was a Pearl Level Partner at the Women's Business Development Council (WBDC) Connect / Celebrate event at the Crowne Plaza in Chicago, IL, where they participated in matchmaker meetings. The event was focused on "doing business" through contacts, connections, education, matchmakers and capacity building workshops. Avis Budget Group participated in a meeting on proposed Fiscal Years 2018-2020 Airport Concessions Disadvantaged Business Enterprise (ACDBE) participation goals for Charlotte-Douglas International Airport. Avis Budget Group participated in the Airport Rental Car Supplier Diversity Workshop for Chicago O'Hare and Midway International Airports. Sr. VP, Bob Bouta was a presenter and Avis Budget Group was an exhibitor at the event. Avis Budget Group participated in the San Diego International Airport ACDBE Stakeholder Meeting. The airport is in the process of setting ACDBE goals for Federal FY 2018, 2019 and 2020.

In October, Avis Budget Group was a Bronze Sponsor at the United State Hispanic Chamber of Commerce (USHCC) National Convention at the Omni Hotel in Dallas, Texas. Avis Budget Group exhibited and participated in matchmaker meetings and was honored at a special breakfast as a 2017 Club honoree in the USHCC Million Dollar Club. Avis Budget Group was a

Diamond Level Corporate Sponsor of the 2017 WPEO Breakthrough Breakfast and Procurement Fair at The Plaza Hotel in New York, where they also exhibited. The Vice President of Strategic Business and Diversity Relations, Lynn Boccio, also participated in a TED Talks style presentation on Disruption: *The Impact on the Supplier Chair and Procurement.* Avis Budget Group participated in the Airport Minority Advisory Council's (AMAC) Board Retreat entitled "Re-Thinking the Future of AMAC", via teleconference. The main focus of the meeting was to plan the year ahead and discuss the mission and relevance of AMAC. Avis Budget Group attended and exhibited at the National Minority Supplier Development Council's (NMSDC) Conference at the Cobo Convention Center in Detroit, MI. During the conference, the Vice President of Strategic Business and Diversity Relations, Lynn Boccio, participated in the NMBEIC Opportunity Accelerator Panel. Her panel topic was entitled, "Airport Panel: Ready for Lift-off? How to Do Business with Airports. Avis Budget Group attended the Billion Dollar Roundtable Appreciation Dinner which was held during the NMSDC Conference in Detroit, MI.

In November, Avis Budget Group attended and was a Diamond Level Sponsor at the 2017 WPEO-DC Breakthrough Breakfast & Procurement Fair which was held at the Marriott Wardman Park Hotel, in Washington, DC. Avis Budget Group was also an exhibitor and our Senior Procurement Specialist, Susan, Pettit, was an award presenter delivering the Public Access Awards. Avis Budget Group attended the 24th Annual National Asian Entrepreneur of the Year Gala at The Beverly Hilton in Beverly Hills, CA. Avis Budget Group was a Gold Sponsor and a "Step and Repeat Banner" Sponsor at the Long Island Hispanic Chamber of Commerce's 29th Annual Gala at the Long Island Marriott in Uniondale, NY. Avis Budget Group was a Circle of Honor Sponsor at the 2017 Women Business Enterprise (WBE) Hall of Fame Awards at the Four Seasons Resort in Las Colinas – Irving, Texas. ABG participated in the Concessions and Car Rental ACDBE/DBE conference call for the Ontario International Airport Authority. The airport implemented new reporting requirements where we will no longer report using the on line system. The airport authority is developing a form to include M/W/ACDBE/DBE reporting. ABG provided our standard report format for the airport authority's review and consideration.

In December, Avis Budget Group was an Appreciation Sponsor and exhibited at the San Antonio 2017 SMWVBE Conference held at the Freeman Expo Hall in San Antonio, TX.

2018

In January, Avis Budget Group participated in The San Diego County Regional Airport Authority's Small Business Development webinar training for the new Compliance and Diversity Management System for the federally mandated ACDBE Program. Avis Budget Group participated in the Port of Portland's Disparity Study Concessionaire Group telephone interview where they provided insight to help identify potential program improvements and support the Port's effort for increased inclusion and economic growth. Avis Budget Group's Strategic Business & Diversity Relations team hosted an all-day ACDBE Airport Compliance training session at corporate headquarters in Parsippany, New Jersey. Two airport executives from Salt Lake City International Airport and Chicago O'Hare International Airport conducted the training and demonstrated the importance of the ACDBE Compliance Program. Avis Budget Group participated in the Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation and Reporting conference call for Roswell International Air Center. The topics of discussion were, the airports current ACDBE goal, the airports ACDBE participation requirements and reporting and good faith efforts.

In February, ABG participated in the Greater Rockford Airport/Chicago Rockford International Airport Car Rental Food Concessions DBE/ACDBE Program conference call. The

topics of discussion were the airports Proposed ACDBE Participation Goals for FFY 2017 – 2020 and Methodology. Discussion focused on the Methodology for Goods and Services. This airport has not required DBE/ACDBE reporting in the past. The airport was looking for suggestions for a reporting form. ABG provided a current sample of our standard reporting format for the airport authority's review and consideration. Avis Budget Group participated in a webinar hosted by the Airport Minority Advisory Council (AMAC) on "Airport ADA Essentials". This webinar focused on Americans with Disabilities (ADA) Act requirements and compliance strategies for airport public spaces.

In March, Avis Budget Group attended the WPEO Annual Awards Breakfast at the Mandarin Oriental Hotel in New York. Avis Budget Group attended a pre-solicitation event to afford Airport Concessions Disadvantaged Business Enterprises (ACDBEs) and firms interested in ACDBE certification the opportunity to network with car rental concession operators. The goal is to connect vendors in advance of the release of the new car rental concession solicitations at Fort Lauderdale-Hollywood International Airport. The event was hosted by The Broward County Office of Economic and Small Business Development (OESBD) and Broward County's Fort Lauderdale-Hollywood International Airport. Avis Budget Group participated in AMAC's Leadership Summit (Industry Day) on Capitol Hill in Washington, DC. Avis Budget Group was a Stars Celebratory Luncheon sponsor and was honored as one of America's Top Corporations for Women's Business Enterprises at the Women's Business Enterprise National Council (WBENC) Annual Summit and Salute in Dallas, TX. Avis Budget Group attended the Palm Beach International Airport "Meet the Prime" event focusing on Rental Car Concessions at the Palm Beach County Department of Airports' Administrative Offices in West Palm Beach, FL. The purpose of this networking event was to provide information regarding the potential opportunities for Airport Concession Disadvantaged Business Enterprises (ACDBEs) to participate in in their concessions at the Palm Beach International Airport, including information regarding the types of goods and services purchased by each organization.

In May, Avis was a General Level Conference sponsor of the 2018 Women Presidents' Organization Annual Conference, "Disruption and the Future of Business" in Los Angeles, CA. Susan Pettit was the Moderator for two concurrent workshops entitled, "Social Media Success: Increase Your Reach, Results & Revenue". Avis was also an Exhibitor at the Trade Fair. Avis Budget Group attended the 2018 Aviation Industry Day in Jackson, MS. Sue Pettit was a panelist for the session, "Let's Talk Business with the Car Rental Companies". Avis Budget Group attended OMNIKAL's 18th National Business Summit at Feinstein's/54 Below in NYC where they were honored as one of the Top 50 Organizations for Multicultural Business Opportunities known as the Omni50. The Omni 50 is the most recognized honor for diversity and inclusion in the country and these Top 50 U.S. corporations were chosen because they are awarding the most business to the growing, cultural diverse marketplace. Avis Budget Group attended the Dallas Fort Worth International Airport (DFW) Car Rental Supplier Diversity Forum at the DFW International Airport. This event is an effort by DFW International Airport to assist car rental companies in identifying local certified M/W/ACDBE suppliers for consideration for business opportunities. Avis Budget Group participated in a panel discussion on how to do business with car rental agencies as well as a networking vendor forum. Avis Budget Group was a Copper Sponsor and exhibitor at the 33rd US Pan Asian American Chamber of Commerce (USPAACC) CelebrAsian Procurement & Business Conference 2018 at the Bethesda North Marriott Hotel & Conference Center in Bethesda, Maryland. We also participated on the Corporate Supplier Diversity Brain Trust Committee during the conference.

In June, Avis Budget Group attended the Massport Business Diversity Summit at the Hilton Boston Logan Airport. Avis Budget Group participated in the Networking Session and

Matchmaking session at this event. Avis Budget Group was a Ruby Level Sponsor at WBENC's National Conference and Business Fair and recognized as a sponsor of the Business Fair Breakfast in Detroit, Michigan. We also exhibited and participated in matchmaking meetings. In addition, as a member of the Executive Board of the United States Veterans Chamber of Commerce (USVCC), Lynn Boccio and her team were able to assist the USVCC with regard to securing a sponsorship and amenities attributable thereto.

In July, Avis Budget Group participated in a teleconference for Idaho Falls Regional Airport on the effects of discrimination on opportunities for Airport Concession Disadvantaged Business Enterprises (ACDBE's) and efforts to establish a level playing field for the participation of ACDBE's. The call focused on obtaining information relevant to ACDBE participation goals for non-car rental and car rental concessions at the airport. Avis Budget Group attended the ACDBE Meet & Greet hosted by the Small Business Development Department at the Hyatt Regency – Orlando International Airport.

In August, Avis Budget Group was a Platinum Sponsor and participant for the Billion Dollar Roundtable which was held at the Omni Hotel at Providence, Rhode Island. Complimentary Chauffeur Drive was provided for this event. Avis Budget Group was a Legacy Sponsor at AMAC's 34th Annual Airport Business Diversity Conference in Seattle, Washington. We also exhibited at this event and provided two one week car rental vouchers for the Silent Auction. Our General Counsel and Chief Compliance Officer, Michael Tucker, presented the "AMAC Advocate of the Year Award", represented Avis Budget Group at the Women in Aviation Breakfast as a senior officer, and participated in a "Ground Transportation Roundtable" with Airport Directors and Commissioners Only as the invitees. Avis Budget Group attended Tulsa International Airport's Airport Concession Disadvantaged Business Enterprise Stakeholders meeting. The purpose of the meeting is solicit input and feedback from representatives of current concessionaires, minority and women-owned businesses and trade associations to assist the Airport in the establishment of its ACDBE goals, increasing ACDBE participation at the airport, etc.

In September, Avis Budget Group was a Pearl Sponsor at the Women's Business Development Center's Annual Conference, Connect & Celebrate: Chicago. A member of the diversity team participated in a Member/Sponsor Roundtable discussion as well as matchmaker meetings. Avis Budget Group attended and was a Bronze Sponsor at the United States Hispanic Chamber of Commerce (USHCC) National Convention at the Philadelphia Marriott Hotel in Philadelphia, PA. Avis Budget Group was also honored at a special breakfast as a 2018 Club honoree in the USHCC Million Dollar Club. Avis Budget Group was a Diamond Level Sponsor and exhibitor at the Women Presidents' Educational Organization (WPEO) Breakthrough Breakfast held at The Plaza Hotel in New York. Our Vice President, Lynn Boccio, was asked to present the Corporate Champion Award at this event. Avis Budget Group participated in the Baton Rouge Metropolitan Airport's Business Opportunity Workshop. The purpose of this event is to provide an opportunity for certified DBE's to meet companies with concession agreements at this airport.

In October, Avis Budget Group attended and exhibited at the National Minority Supplier Development Council (NMSDC) Annual Conference and Business Opportunity Exchange in Austin, TX.

In November, Avis Budget Group participated, via teleconference, in the Will Rogers World Airport's Stakeholders consultation meeting to review the airport's proposed three year

ACDBE goals. Avis Budget Group attended the 25th Annual National Asian Entrepreneur of the Year Gala at The Beverly Hilton in Beverly Hills, CA. This year's theme was "Catalysts of Economic Growth, Stability & Strength". Avis Budget Group exhibited at the NJ State Veterans Chamber of Commerce Launch and Procurement Expo at the Pines Manor in Edison, NJ. The Expo provides the forum for certified Veteran Business Enterprises to introduce their company to corporations and share the products and services they provide. These Veteran Business owners are seeking opportunities with corporations. Avis Budget Group was a Gold Sponsor at the Long Island Hispanic Chamber of Commerce's 30th Annual Gala at the Long Island Marriott in Uniondale, NY. There was a special tribute to two veterans who were being given citations; whereby, Lynn Boccio, Vice President, Strategic Business & Diversity Relations was asked to introduce both veterans. Avis Budget Group was a Circle of Honor Sponsor at the 2018 Women Business Enterprise (WBE) Hall of Fame Awards at the Four Seasons Resort in Las Colinas – Irving, Texas. Avis Budget Group participated, via teleconference, in a meeting with the FAA who were conducting a mini audit of the Lafayette Regional Airports DBE/ACDBE and Title VI programs.

In December, Avis Budget Group attended and was a Diamond Level Sponsor at the 2018 WPEO-DC Breakthrough Breakfast & Procurement Fair, "Beyond the Trends: Strategies for Success", which was held at The Willard Intercontinental, in Washington, DC. Avis Budget Group was also an exhibitor and our Senior Procurement Specialist, Susan, Pettit, was an award presenter delivering one the Done Deals Awards. Avis Budget Group was an exhibitor at the Bexar County SMWVBO Conference which was held at the Freeman Expo Hall in San Antonio, TX. ABG also sponsored an ad in the San Antonio Express News. Avis Budget Group participated in the Albuquerque International Sunport Airport's Airport Concession Disadvantaged Business Enterprise (ACDBE) Stakeholders Meeting in preparing its three-year ACDBE Goal for FFY 2018 – 2020 for Car Rental and Non-Rental concessions. ABG also completed a questionnaire to assist in the goal setting at this airport. Avis Budget Group participated, via teleconference, in the Yampa Valley Regional Airport Stakeholders meeting to obtain information relevant to the airport's ACDBE goal-setting process.

AC/DBE SUPPLIER DIVERSITY CORPORATE MEMBERSHIP

ABG is a corporate member of the following organizations:

- Airport Minority Advisory Council
- Billion Dollar Roundtable
- Fort Worth Metropolitan Black Chamber of Commerce
- Long Island Hispanic Chamber of Commerce
- Minority Supplier Development Council of New York and Jersey, Inc. (formerly New York / New Jersey Minority Purchasing Council, Inc.)
- Morris County (New Jersey) Hispanic / American Chamber of Commerce
- National Minority Supplier Development Council
- National Foundation for Women Business Owners and Women, Inc.
- United States Hispanic Chamber of Commerce
- United States Pan Asian American Chamber of Commerce
- WEConnect International
- Women's Business Enterprise National Council
- Women Presidents' Educational Organization
- Women Presidents' Organization

Avis Budget Car Rental, LLC.

Proposed Airport Concession Disadvantaged Business Enterprise (ACDBE) Vendors for Utilization at Jack Brooks Regional Airport to Meet the ACDBE Goal

We recently acquired this location as a corporate owned location. As a result, we do not have Airport Concession Disadvantaged Business Enterprise (ACDBE) vendors in place. We will make all Good Faith Efforts (GFE) as per the regulation, to utilize Airport Concession Disadvantaged Business (ACDBE) vendors used at our other corporate location closest to this airport. The Airport Concession Disadvantaged Business Enterprise (ACDBE) vendors noted below represent those who are already in our supply chain at nearby corporate owned location. In addition, we are attaching the current Airport Concession Disadvantaged Business Enterprise (ACDBE) certification for each vendor.

ACDBE Vendor	Description of Work	Estimated Dollar Amount of Participation
Hata Inc. 3231 Moorestown Dr. Bath, PA 18014 Tel: 866-888-4282 Contact: Richard DeLeon	Keys, key cutting equipment.	$5,000.00
Leslie Saunders Insurance Agency, Inc. 1535 Dale Mabry Hwy. Suite 101 Lutz, FL Tel: 813-949-8964 Contact: Leslie Saunders	Insurance agency and brokerage, all other Insurance related activities, marketing, marketing consulting services, professional and management development training, human resources consulting services.	$93,000.00
Santa Monica Ford 1230 Santa Monica Blvd. Santa Monica, CA 90404 Tel: 310-451-1588	Car dealership, new cars.	$1,000,000.00

Vendor Information

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Vendor Information

Business Name	**Ford of Santa Monica, Inc.**
Owner	**Ronald Davis**
Address > Map This Address	**1230 Santa Monica Blvd. Santa Monica, CA 90045**
Phone	**310-451-1588 Ext. 204**
Fax	**310-395-3336**
Email	**Rdavis@smford.com**
Website	**www.smford.net**

Certification Information

Certifying Agency	**City of Austin**
Certification Type	**ACDBE - Airport Concessionaire Disadvantaged Business Enterprise**
Certified Business Description	

Commodity Codes

Code	Description
NAICS 441110	Automobile dealers, new only or new and used

Additional Information

Work Districts/Regions	**All work districts/regions**

Customer Support

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Vendor Information

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Vendor Information

Business Name	Hata, Inc.
Owner	Mr. Richard DeLeon
Address > Map This Address	231 Moorestown Drive Bath, PA 18014-1405
Phone	610-837-0206
Fax	610-837-0289
Email	richard@hatainc.com
Website	http://www.hatainc.com
County	Northampton (PA)

Certification Information

Certifying Agency	South Central Texas Regional Certification Agency
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	Distributor of Keys, Locks, Key Machines, Security Devices, Auto Lighters, Safety Gloves, Key Machine Parts

Commodity Codes

Code	Description
NAICS 423710	Keys and locks merchant wholesalers

Additional Information

Customer Support

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Vendor Information

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Vendor Information

Business Name	**Leslie Saunders Insurance Agency, Inc**
Owner	**Ms. Leslie Saunders**
Address > Map This Address	**1535 DALE MABRY HWY STE 101 LUTZ, FL 33548-3001**
Phone	**813-949-8964 Ext. 1301**
Fax	**813-949-9655**
Email	**dbe@lesliesaunders.com**
Website	**http://www.lesliesaunders.com**
County	**Pasco (FL)**

Certification Information

Certifying Agency	**North Central Texas Regional Certification Agency**
Certification Type	**ACDBE - Airport Concessionaire Disadvantaged Business Enterprise**
Certified Business Description	**Insurance Broker - Airport Concessionaire**

Commodity Codes

Code	Description
NAICS 488190	Other Support Activities for Air Transportation
NAICS 524210	Insurance Agencies and Brokerages
NAICS 524298	All Other Insurance Related Activities
NAICS 541612	Human Resources Consulting Services
NAICS 541613	Marketing consulting services
NAICS 611430	Professional and Management Development Training

Additional Information

Work Districts/Regions	**All work districts/regions**

Customer Support

Print This Page

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Avis Budget Car Rental, LLC

Good Faith Efforts and Plan for ACDBE Participation for Jack Brooks Regional Airport

Please refer to our Strategic Business and Diversity Relations Utilization Plan and our Supplier Diversity Event Calendars for 2018 and 2019 (included). By attending all of these events via sponsorships and team attendance which is inclusive of corporate purchasing, we are able to meet newly certified minority, women and ACDBE's for potential contracting opportunities. In addition, our team and corporate purchasing act as internal partners and do one-on-one meetings with certified ACDBE's (minorities and women) at the majority of these events, as well as networking which is provided in the conference schedules. We also work very closely with our internal corporate purchasing department to review our airports ACDBE participation goals, ACDBE certified vendors that are in place and areas where additional certified ACDBE's can be included. When our corporate purchasing team is going to solicit interested ACDBE's to participate in our bids, a usual course of action for them is to contact our supplier diversity department for sourcing of all potential ACDBE's for said bid as well as utilizing our DivTRAK software program which measures, markets, and manages our supplier diversity and airport compliance program for internal and external purposes.

As evidence of our good faith efforts and our ability to increase utilization of certified ACDBE's for this airport as well as our other corporate airport locations, we set forth our 2018 and our 2019 travel schedule which dates are presently known to us. Furthermore, as demonstrative evidence of our good faith efforts, we are corporate members of the following organizations which all assist us with increasing utilization of certified ACDBE's.

- Airport Minority Advisory Council (AMAC) – Lynn A. Boccio, Vice President of Strategic Business & Diversity Relations, for Avis Budget Group, is also First Vice Chair of AMAC
- Billion Dollar Roundtable (BDR)
- Long Island Hispanic Chamber of Commerce (LIHCC)
- New York & New Jersey Minority Supplier Development Council (NY&NJMSDC)

- National Minority Advisory Council (NMSDC)
- United States Hispanic Chamber of Commerce (USHCC)
- WEConnect International
- Women's Business Enterprise National Council (WBENC)
- Women Presidents' Educational Organization (WPEO)
- Women Presidents' Organization (WPO)

We are the only rental car to be in the Billion Dollar Roundtable (all corporate inducted members must spend at least one billion dollars per annum with certified minorities, women and ACDBE's on a Tier I basis); Top Corporation for Doing Business With Women from WBENC; and the WBE Hall of Fame. All of the above show the commitment of our senior management to our corporate supplier diversity program and our airport ACDBE compliance program.

As Vice Chairman of AMAC and as leader of AMAC's Car Rental Work Group with the FAA, our goal is to design a uniform ACDBE Reporting Form to be utilized by airports which will insure consistency throughout the United States for the rental car industry as per 49 C.F.R. Part 23. This reporting form will have a substantial positive impact on the ACDBE Compliance Program.

Avis Budget Car Rental, LLC

2018 Event Calendar
to Promote Maximum Opportunities for Certified ACDBE's

MONTH	EVENT
JANUARY	•
FEBRUARY	• **WPEO** – Celebrating Our Partners Reception (Wells Fargo Bank, NYC; 2/1)
MARCH	• **AMAC** – Leadership Summit on Capitol Hill (Washington, DC; 3/20-3/21) • **WPEO** – Annual Awards Breakfast (The Mandarin Oriental Hotel, NYC; 3/9) • **WBENC** – 2018 Summit & Salute (Hilton Anatole; Dallas, TX; 3/20-3/22)
APRIL	• **USHCC** – Legislative Summit (Willard Intercontinental Hotel, Washington, DC; 4/24-4/26)
MAY	• **WPO** – 2018 Annual Conference (Western Bonaventure Hotel; Los Angeles, CA; 5/2-5/4) • **NMSDC** – Minority Business Leadership Awards Dinner-Dance (New York Hilton Midtown, New York, NY; 5/24) • **USPAACC** – CelebrAsian 2018 Procurement Conference (Bethesda North Marriott Hotel & Conference Center, Rockville, MD; 5/29-6/1)
JUNE	• **WBENC** – National Conference & Business Fair (Cobo Center; Detroit, MI; 6/19-6/21)
Y	•
AUGUST	• **AMAC** – 2018 Airport Diversity Conference (Westin Seattle; Seattle, WA; 8/21-8/25) • **BDR** – 2018 Summit (Cumberland, RI; 8/21-8/23)
SEPTEMBER	• **WBDC** – Connect and Celebrate: Chicago (Hyatt Regency O'Hare; Rosemont, IL; 9/14) • **USHCC** – National Convention (Philadelphia Marriott Downtown Hotel, Philadelphia, PA; 9/16-9/18) • **WPEO** – NY Breakthrough Breakfast & Procurement Fair (The Plaza Hotel, NYC; 9/28)
OCTOBER	• **NMSDC** – Conference and Business Opportunity Fair (Austin Convention Center, Austin, TX; 10/14-10/17) • **BDR** – Annual Appreciation Dinner during NMSDC Conference (Venue TBD, Austin, TX; 10/14)
NOVEMBER	• **NY&NJMSDC** – 2018 Partnership Awards Gala (NY Marriott Marquis; 11/1) • **LIHCC** – 30th Annual Awards Gala (L.I. Marriott, Uniondale, NY; 11/17)
DECEMBER	• **WPEO** – DC Breakthrough Breakfast & Procurement Fair (Willard InterContinental Washington, Washington, DC: 12/4) • **San Antonio Airport System, City of San Antonio and Bexar County-Annual SMWVBO Business Conference** (Freeman Expo Hall, San Antonio, TX; 12/5)

There are also various airport meetings throughout the year regarding DBE compliance that we must attend but are given short notice.

Avis Budget Car Rental, LLC

2019 Event Calendar
to Promote Maximum Opportunities for Certified ACDBE's

MONTH	EVENT
JANUARY	•
FEBRUARY	•
MARCH	• **AMAC** – Leadership Summit on Capitol Hill (Washington, DC; Dates TBD) • **WPEO** – Annual Awards Breakfast (Mandarin Oriental Hotel, NYC; 3/8) • **WBENC** – 2019 Summit & Salute (Marriott Marquis Houston; Houston, TX; 3/11-3/13)
APRIL	• **USHCC** – Legislative Summit (The Ritz Carlton, Washington, DC; 4/2-4/3)
MAY	• **WPO** – 2019 Annual Conference (The Westin Charlotte; Charlotte, NC; 5/1-5/3) • **NMSDC** – Minority Business Leadership Awards Dinner Dance (Grand Ballroom New York Hilton Midtown; NYC; 5/16)
JUNE	• **USPAACC** – 2019 CelebrAsian Procurement & Business Conference (Hilton Americas – Houston, Houston, TX; 6/5-6/7) • **WBENC** – National Conference & Business Fair (Baltimore Convention Center; Baltimore, MD; 6/25-6/27) • **Wounded Warrior Games** – (Amalie Arena | Tampa Convention; Tampa, FL; 6/21-6/30)
JULY	•
AUGUST	• **AMAC** – 2019 Airport Diversity Conference (Venue TBD; Los Angeles, CA; 8/20-8/23) • **BDR** – 2019 Summit (Venue / Basking Ridge, NJ; Date TBD)
SEPTEMBER	• **WBDC** – (Venue / Location TBD; Date TBD) • **USHCC** – National Convention (JW Marriott; Los Angeles, CA; 9/30-10/2)
OCTOBER	• **WPEO**–NY Breakthrough Breakfast & Procurement Fair (The Plaza Hotel, NYC; 10/4) • **NMSDC** – Conference and Business Opportunity Fair (Georgia World Conference Center; Atlanta, GA; 10/13-10/16) • **BDR** – Annual Appreciation Dinner during NMSDC Conference (Venue TBD; Atlanta, GA; Date TBD)
NOVEMBER	• **Asian Enterprise** – Annual National Asian Entrepreneur of the Year and Fortune 500's Best; The Beverly Hilton, Beverly Hills, CA; Date TBD) • **NY&NJMSDC** – 2019 Partnership Awards Gala (Venue TBD, NYC; Date TBD) • **LIHCC** – 31st Annual Awards Gala (L.I. Marriott, Uniondale, NY; Date TBD) • **WBE – 2019 Hall of Fame** (Dallas Four Seasons Resort and Club at Las Colinas; Irving, TX; Date TBD)
DECEMBER	• **WPEO**–DC Breakthrough Breakfast & Procurement Fair (The Willard Hotel, Washington, DC; 12/3) • **San Antonio Airport System, City of San Antonio and Bexar County-Annual SMWVBO Business Conference** (Freeman Expo Hall, San Antonio, TX; Date TBD)

There are also various airport meetings throughout the year regarding DBE compliance that we must attend but are given short notice.

RESIDENCE CERTIFICATION/TAX FORM

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 Avis Budget Car Rental, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Parsippany, NJ (city and state).

Taxpayer Identification Number (T.I.N.):	22-3475741
Company Name submitting bid/proposal:	Avis Budget Car Rental, LLC
Mailing address:	6 Sylvan Way, Parsippany, NJ 07054
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
None	None

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

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

Bidder Shall Return Completed Form with Offer.

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

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 NEW JERSEY COUNTY OF MORRIS

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

on this day personally appeared Anne D. Morrison, who

(name)

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

"I, Anne D. Morrison am a duly authorized officer of/agent

(name)

for Avis Budget Car Rental, LLC and have been duly authorized to execute the

(name of firm)

foregoing on behalf of the said Avis Budget Car Rental, 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: Avis Budget Car Rental, LLC

Fax: 973-496-3441 Telephone# 973-496-5910

by: Anne D. Morrison Title: Vice President of Properties and Facilities

(print name)

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Anne D. Morrison on

this the 21st day of February, 2019.

Notary Public in and for

the State of New Jersey

Lukas J. DeRenzi
Notary Public State of New Jersey
Reg. No. 50089661
Commission Expires September 5, 2023

Bidder Shall Return Completed Form with Offer.

CERTIFICATE OF INTEREST PARTIES (Form 1295)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-443025

Date Filed:
01/18/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Avis Budget Car Rental, LLC
PARSIPPANY, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 18-061/YS
Car Rental

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Not Applicable	Not Applicable		

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Anne D. Morrison, and my date of birth is 9/22/61.

My address is 6 Sylvan Way (street), Parsippany (city), NJ (state), 07054 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Morris County, State of New Jersey, on the 21st day of February (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SPECIFICATIONS PACKET AND ADDENDA

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** **1149 Pearl Street, 1st Floor** **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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ATTACHMENT A: SAMPLE CONTRACT 32

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:

_____
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

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 — Date

County Judge

_____

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

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

COUNTY OF JEFFERSON

ATTACHMENT A

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

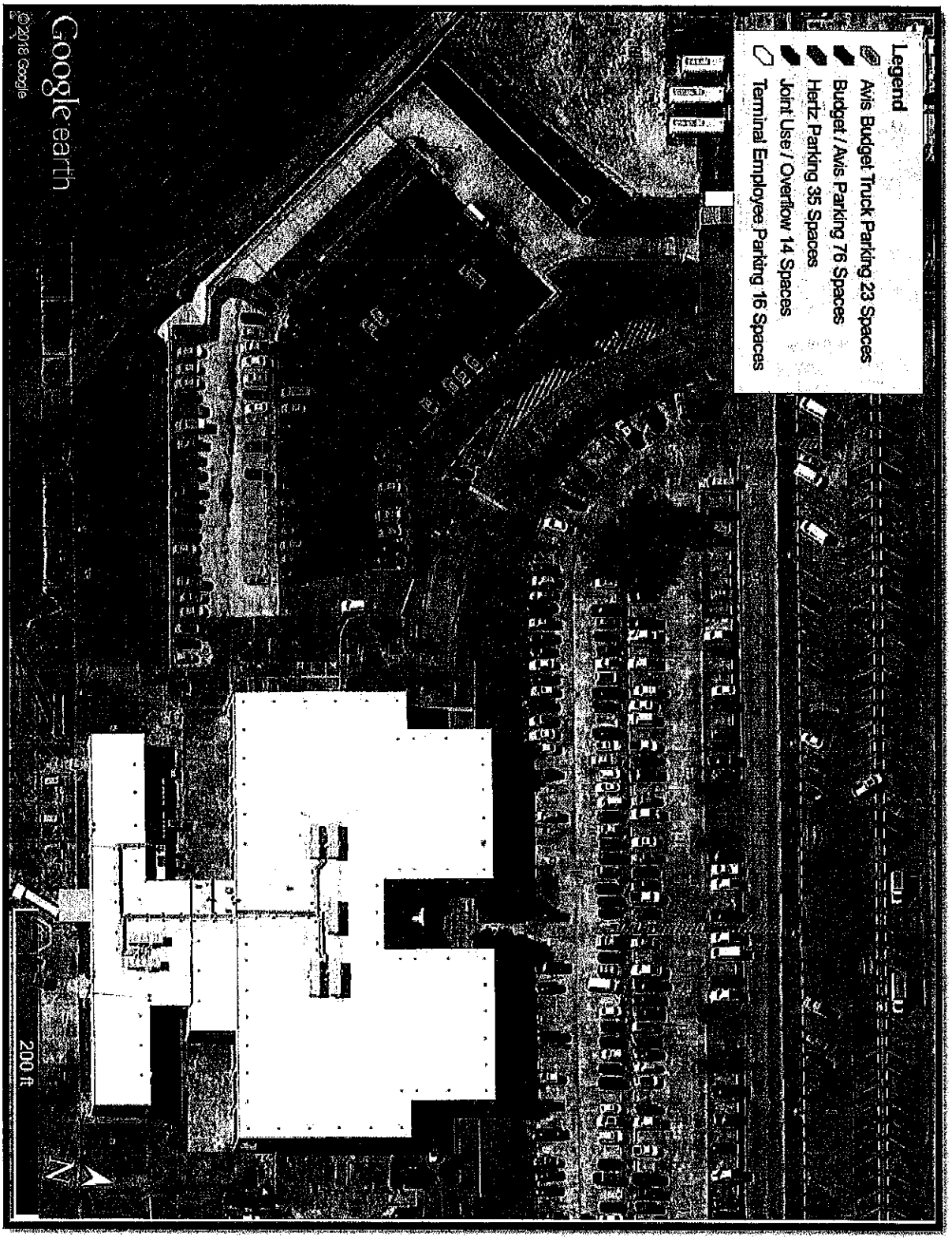


Exhibit B - Terminal Floor Plan

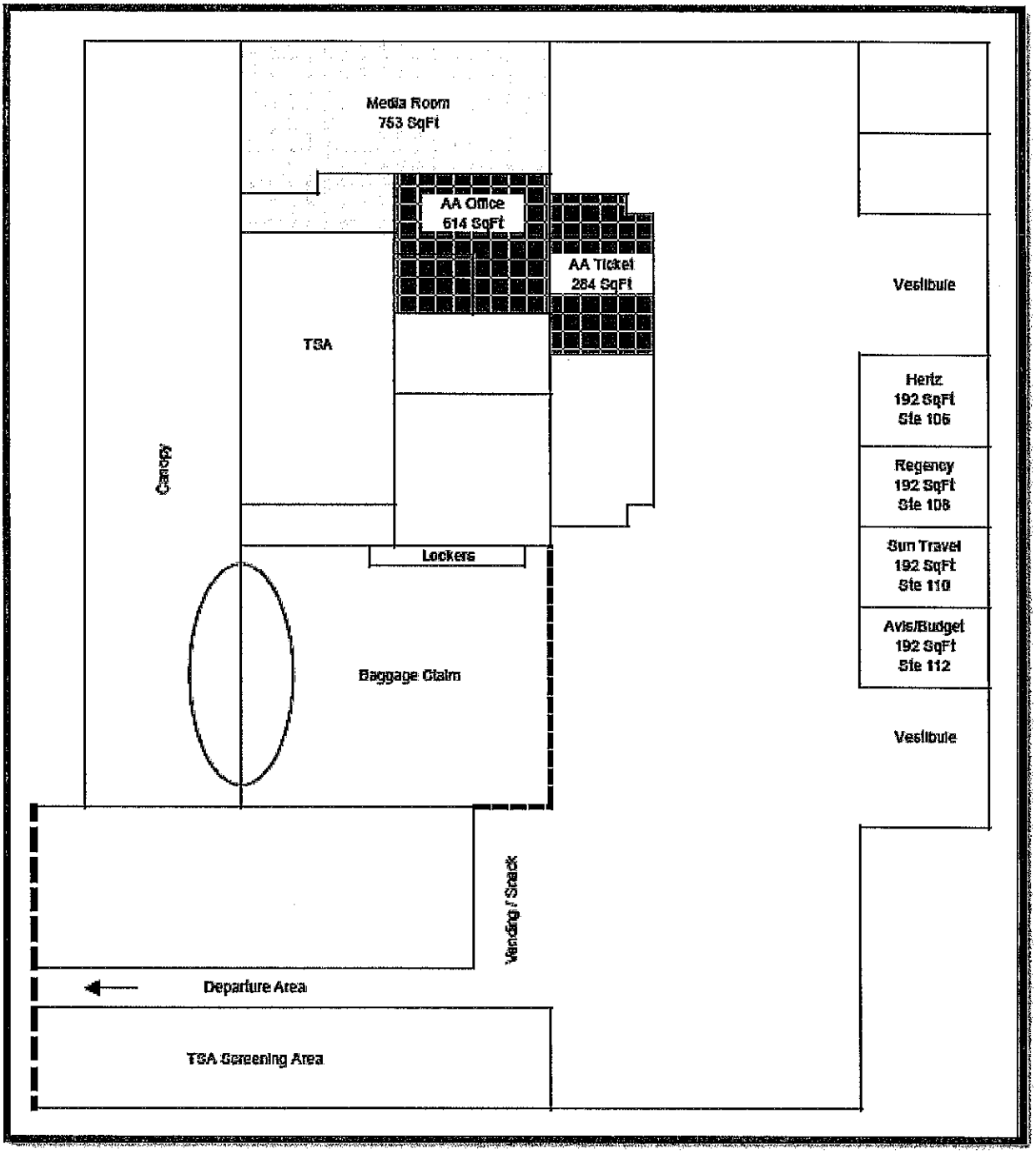


Exhibit C – Car Wash – Ready Return Area



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.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 18-061/YS
IFB Title:	Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due:	**11:00 am CDT, Tuesday, January 29, 2019**
Addendum No.:	1 (one)
Issued (Date):	January 4, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: For those unable to attend the non-mandatory pre-bid meeting on Tuesday, January 8, 2019, 10:00 am CDT, at the Jack Brooks Regional Airport Conference Room, 5000 Jerry Ware Drive, Beaumont TX 77705, a call-in number will be made available for conference calls. Please use (409) 719-4900.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Anne Morrison
Vice President Properties & Facilities

Title of Person Signing Above

Typed Name of Business or Individual

Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 18-061/YS
IFB Title:	Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due:	**11:00 am CDT, Tuesday, January 29, 2019**
Addendum No.:	2 (two)
Issued (Date):	January 9, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarification and corrections

1. Page 14 – Basis of Award: In the event the two (2) successful bidders bids include an amount of parking spaces over and above the available spaces, the spaces in contention will be awarded based on each bidder's percentage of Minimum Annual Guarantee.

2. Page 15 – Correction of Code 26 CFR to Code 23 CFR

3. Page 38 – Correction of ACDBE Goal from 31% to 0.31%

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: 2/21/19

Authorized Signature (Bidder)

Anne Morrison
Title of Person Signing Above
Vice President-Properties & Facilities

Typed Name of Business or Individual

6 Sylvan Way, Parsippany, NJ
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 18-061/YS
IFB Title:	Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due:	**11:00 am CDT, Tuesday, February 26, 2019**
Addendum No.:	3 (three)
Issued (Date):	January 28, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: to extend the bid due date from 11:00 am CT, Tuesday, January 29, 2019 to 11:00 am CT, Tuesday, February 26, 2019.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: 2/21/19

Authorized Signature (Bidder)

Vice President of Properties and Facilities
Title of Person Signing Above

Anne D. Morrison
Typed Name of Business or Individual

6 Sylvan Way, Parisppany, NJ
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 18-061/YS
IFB Title:	Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due:	**11:00 am CDT, Tuesday, February 26, 2019**
Addendum No.:	4 (four)
Issued (Date):	February 19, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revision to Article V – Fees, Charges, and Rental.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: 2/21/19

Authorized Signature (Bidder)

Vice President of Properties and Facilities
Title of Person Signing Above

Anne D. Morrison
Typed Name of Business or Individual

6 Sylvan Way, Parsippany, NJ
Address

Addendum No. 4
Revision to Article V – Fees, Charges, and Rental

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 from users generated by the Airport, 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 "users generated by the Airport" shall mean those customers, who do not reside in the local community and or could be reasonably assumed to patronize said rental car business from the direct service of the airlines serving the airport. It will be the responsibility of the concessionaire to provide sufficient documentation, upon request, to substantiate concessionaire's calculation.

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.

SEALED BID
BID NO: IFB 18-061/YS
Automobile Rental Concessions at the
Jack Brooks Regional Airport
February 26, 2019 11AM CST
Avis Budget Car Rental, LLC.
6 Sylvan Way, Parsippany, NJ 07054

JEFFERSON COUNTY PURCHASING
DEPARTMENT
1149 PEARL STREET, FIRST FLOOR
BEAUMONT, TX 77701
received 1:47PM
Yvonne 2/25/2019

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

March 4, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-016/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County. 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.

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

BID NAME: **Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division**

BID NO: **IFB 19-016/JW**

DUE DATE/TIME: **11:00 AM CT, Tuesday, April 2, 2019**

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

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

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 – March 6, 2019 & March 13, 2019

IFB 19-016/JW
Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division

Bids due: 11:00 AM CT, Tuesday, April 2, 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.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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 – 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 Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **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 Jamey West, Assistant Purchasing Agent via e-mail at: jwest@co.jefferson.tx.us or phone at 409-835-8593, regarding any questions or comments. Please reference bid number IFB 19-016/JW.

Scope

Jefferson County is soliciting bids for Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division.

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

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

Bidders Submitting Bids for Alternate/Equivalent Items:

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

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

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

Bidders Submitting Bids for Exact Make/Model as specified:

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

Bid Item 1:

Quantity of (4) Yamaha F300UCA Model 300 HP Outboard Motors or Equivalent

Type:	Outboard Motor
Year:	Current
Model:	300 HP Four Stroke V6 4.2L Offshore
Model Number:	F300UCA
Series:	Four Stroke V6 4.2L Offshore
HP:	300
Engine Type:	V6 (60°)
Displacement:	4.2L (254 ci)
Bore x Stroke:	96 x 96mm (3.78 x 3.78 in)
Prop Shaft Horsepower:	300hp at 5500 rpm (F/LF300)
Compression Ratio:	10.3
Fuel/Induction System:	DOHC Fuel Injection VCT
Exhaust:	Through Propeller
Intake:	Single Throttle Valve
Ignition System:	TCI Micro Computer
Spark Plug:	LFR6A-11-00-000
Alternator Output:	70 Amp
Starting System:	Electric
Lubrication:	Wet Sump
Engine Oil Capacity:	6.3L/6.0L w/with filter
Full Throttle RPM Range:	5000-6000
Cooling:	Water/Thermostatic Control
Recommended Engine Oil:	Yamalube® 4M (See owner's manual)
Recommended Fuel:	Regular Unleaded (Minimum Pump Octane 89)
Recommended Fuel Filtration:	Yamaha 10-Micron Fuel/Water Separating Filter (external)
Ethanol Blend Limit:	10% Maximum
Gear Ratio:	(21
Gear Shift:	Forward, Neutral, Reverse
Shaft Length:	30"
Degree of Tilt:	67°
Degree of Trim:	-3° through +16°
C.A.R.B. Rating:	3-Star
Dry Weight:	571 lbs
Mounting Centers:	28.6"
Steering Angle (maximum):	32° from center, either direction
Rotation:	Standard (Right)

Bid Item 2:

Quantity of (4) Yamaha LF300UCA Model 300 HP Outboard Motors or Equivalent

Type:	Outboard Motor
Year:	Current
Model:	300 HP Four Stroke V6 4.2L Offshore
Model Number:	LF300UCA
Series:	Four Stroke V6 4.2L Offshore
HP:	300
Engine Type:	V6 (60°)
Displacement:	4.2L (254 ci)
Bore x Stroke:	96 x 96mm (3.78 x 3.78 in)
Prop Shaft Horsepower:	300hp at 5500 rpm (F/LF300)
Compression Ratio:	10.3
Fuel/Induction System:	DOHC Fuel Injection VCT
Exhaust:	Through Propeller
Intake:	Single Throttle Valve
Ignition System:	TCI Micro Computer
Spark Plug:	LFR6A-11-00-000
Alternator Output:	70 Amp
Starting System:	Electric
Lubrication:	Wet Sump
Engine Oil Capacity:	6.3L/6.0L w/with filter
Full Throttle RPM Range:	5000-6000
Cooling:	Water/Thermostatic Control
Recommended Engine Oil:	Yamalube® 4M (See owner's manual)
Recommended Fuel:	Regular Unleaded (Minimum Pump Octane 89)
Recommended Fuel Filtration:	Yamaha 10-Micron Fuel/Water Separating Filter (external)
Ethanol Blend Limit:	10% Maximum
Gear Ratio:	(21
Gear Shift:	Forward, Neutral, Reverse
Shaft Length:	30"
Degree of Tilt:	67°
Degree of Trim:	-3° through +16°
C.A.R.B. Rating:	3-Star
Dry Weight:	571 lbs
Mounting Centers:	28.6"
Steering Angle (maximum):	32° from center, either direction
Rotation:	Counter (Left)

Bid Item 3:

Quantity of (2) DEC Rigging Kits (Part Number: 6X6-OE83C-00-00) or Equivalent

Single/Twin Engine Kit w/ 1 Information Station Display.
Note: Control to be paired with these kits is Model CL-2MA.

Bid Item 4:

Quantity of (2) De-Rig of Existing Yamaha Motors and Installation of New Motors

Bid Item 5:

Commission Motors and Put Into Service (All Motors)

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Bidder Information Form

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

Bid Name & Number: (IFB 19-016/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division

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 Offer is hereby accepted for Jefferson County Invitation for Bid (IFB 19-016/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

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. 19-016/JW, Replacement Outboard Motors and Riggings Kits for Jefferson County Sheriff's Marine Division. 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

Item	Description	Qty.	Unit Price	Total Price
1	Yamaha F300UCA Model 300 HP Outboard Motor or Equivalent	4	$_____ . ____	$_____ . ____
2	Yamaha LF300UCA Model 300 HP Outboard Motor or Equivalent	4	$_____ . ____	$_____ . ____

Item	Description	Qty.	Unit Price	Total Price
5	DEC Rigging Kits (Part No. 6X6-OE83C-00-00) or Equivalent	2	$_____ . ____	$_____ . ____
6	De-Rig Existing Yamaha Motors and Install New Motors	2	$_____ . ____	$_____ . ____

Item	Description	Total Price
7	Commission Motors and Put Into Service (All Motors)	$_____ . ____

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

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)_____
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

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_____, 20___.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

LEASE TERMINATION LETTER

Dear Jefferson County, Texas Officials

This letter is to inform Jefferson County Texas officials that represent the county concerning leasing of space within the county that I Linda C Riggs owner of Spurs Boot Shine wish to use the option of terminating my lease with at least a 30-day notice without penalty for the space within the Jefferson County Courthouse 1149 Pearl Street Beaumont, Texas 77701 in my contract agreement. I am giving a 37-day notice to the county that I will be terminating my lease on March 31, 2019. I will be removing all equipment used for the operation of Spurs Boot Shine on or before date specified above.

Sincerely,

Linda C Riggs

Linda C Riggs
Spurs Boot Shine
February 22, 2019

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST:

Carolyn L. Guidry, County Clerk

ATTACHMENT A

IFB 18-060/YS
Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed

Base Bid: $69,880.00

Alternate No.	Amount
1	$4,940.00
2	$1,575.00
3	$2,160.00
4	$1,750.00
5	$2,100.00
6A	$0.00
~~6B~~	~~$0.00~~
~~7~~	~~$750.00~~
8	$5,980.00
9	$3,700.00
~~10~~	~~$1,050.00~~
11	$2,550.00
12	$1,200.00

Total Price: $95,835.00

Apex Alliance, LLC
3171 Summit Drive
Port Neches TX 77651
ph: 409-853-1120
attn: Rickey Root
rickey@apexalliancegroup.com

ATTACHMENT B

IFB 19-004/YS
Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport

Item	Description	Approx. Annual Usage	Brand	Unit Price (per bulb)	Vendor
1	Bulb: EXL 30 Watt, 6.6 amp quartz (GE, Part #11478)	300	OSRAM #58850	$6.85	Airport Lighting Company
2	Bulb: 120 Watt, 6.6 amp quartz (GE, Part #10099, EVV 120 Watt)	100	Phillips #6128	$12.33	Airport Lighting Company
3	Bulb: EZL 200 Watt, 6.6 amp quartz (GE, Part #15243)	50	OSRAM #58851	$14.07	Airport Lighting Company
4	Bulb: 62 Watt, 6.6 amp MR 16, (GE Crouse Hinds , Part #20590)	300	GE Crouse Hinds	$39.80	blueglobes, llc
5	LED Elevated Taxiway Edge Light (ADB Part #ETES/1110 Blue)	15	ADB	$150.00	blueglobes, llc
6	Bulb: 48 Watt, 6.6 amp quartz (GE Crouse Hinds Part #64337A)	50	Phillips #6101	$13.00	Airport Lighting Company
7	Transformer 30/45 Watt, 6.6 amp (ADB brand, Part #1st 045660010)	50	Amerace #TZ10066D-01	$46.69	Airport Lighting Company
8	Transformer 100 Watt, 6.6 amp (ADP brand, Part #1st 100666010)	50	Amerace #TA10066D-01	$79.41	Airport Lighting Company
9	300 Watt Transformer (ADP, Part #1st 300666010)	25	Amerace #TZ300666-01	$107.78	Airport Lighting Company
10	Termination Kits (Amerace, Part #54 Super D4-D4)	150	Amerace	$17.01	Airport Lighting Company
11	Light Assembly (ADB Part #ETES/1110)	20	Airport Lighting Company #ALC-861L-BB-14	$111.11	Airport Lighting Company

12	Light Assembly Cord Set (ADB, Part #44A1701/15 L823)	50	ADB	$14.00	blueglobes, llc
13	Head Assembly 14 inch (ADB, Part #44B484/1X L861)	20	ADB	$48.00	blueglobes, llc
14	Field Lighting Arrestors 44A6102	6	Airport Lighting Company #ALA-1	$305.23	Airport Lighting Company
15	Airfield Wire: Spool (3000 ft) Rome XLP power cable (8AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Draka Cable #L-824C #8 5KV	$1,627.26	Airport Lighting Company

Airport Lighting Company
108 Fairgrounds Drive
Manlius NY 13104
attn: Steve Shaw
steves@airportlightingcompany.com
ph: 315-682-6460
fx: 315-682-6469

blueglobes, llc
819 Harmony Road, Suite 200
Eatonton GA 31024
attn: Max Moody
max@blueglobesmail.com
ph: 706-923-2661
fx: 706-923-2801

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:

Airport Lighting Company
Company Name

108 Fairgrounds Drive
Address

Manlius NY 13104
City State Zip

Jeffrey J. Elleton
Signature of Person Authorized to Sign

Jeffrey J. Elleton
Printed Name

Vice President
Title

For clarification of this offer, contact:

Jeffrey J. Elleton
Name

315-682-6460 315-682-6469
Phone Fax

jeff@airportlightingcompany.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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 19-004/YS, Term Contract for Lighting Supplies for Runway and Taxiway at 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

March 4, 2019
Date

Attest:

By Th-Good-, Chief Deputy
Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

blueglobes, llc
Company Name

819 Harmony Road, Suite 200
Address

Eatonton | GA | 31024
City | State | Zip

Signature of Person Authorized to Sign

Steve Petrie
Printed Name

Manager/Member
Title

For clarification of this offer, contact:

Steph J Petrie
Name

866-445-6237 | 706-923-2801
Phone | Fax

steve@blueglobesmail.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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.

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Countersigned:

Jeff R. Branick
County Judge

March 4, 2019
Date

Attest:

By Pa-Good-, Chief Deputy
Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

February 13, 2019

Wells Fargo Bank
Government Banking
6250 Delaware, Suite A
Beaumont TX 77706
Attention: Mr. Josh Rodriguez

Re: (RFP 15-006/DC), Jefferson County Bank Depository Contract

Dear Mr. Rodriguez:

Please be advised the above-referenced contract for Jefferson County will expire on **May 10, 2019.** It is requested that your company extend your current contract for an additional two (2) years, to expire May 10, 2021.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, February 13, 2019. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: ys

Contract Extension Received and Accepted: 2/13/19 (Date)

Project Number: IFB 15-006/DC

Contractor: Wells Fargo Bank
Government Banking

Signature:

Print Name and Title: Vice President

ATTEST:

By [illegible], Chief Deputy

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

WELLS FARGO

Government Banking
6250 Delaware
Suite A
Beaumont, TX 77706

January 7, 2019

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

To Whom It May Concern,

Wells Fargo Bank has been pleased to serve as the depository for Jefferson County and is offering to extend the terms of the existing contract for the period beginning May 11, 2019 to May 10, 2021. In return for housing the County's deposits, all expressed and implied services granted under the current depository contract dated May 11, 2015 would be honored for this extended contractual period. We appreciate your business and look forward to building upon our successful relationship.

Please acknowledge this contract extension by signing below. If you should have any questions regarding services offered, call me at 409-861-6370.

Sincerely,

Josh Rodriguez
Vice President
Sr. Government Banker

To accept contract extension, sign below:

Depositor:
Jefferson County

By: _____ Date: March 4, 2019

ATTEST:
_____, Chief Deputy
Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Together we'll go far

WELLS FARGO

Government Banking
6250 Delaware
Suite A
Beaumont, TX 77706

January 7, 2019

Jefferson County Trust
1149 Pearl Street
Beaumont, Texas 77701

To Whom It May Concern,

Wells Fargo Bank has been pleased to serve as the depository for Jefferson County Trust and is offering to extend the terms of the existing contract for the period beginning May 11, 2019 to May 10, 2021. In return for housing the County's deposits, all expressed and implied services granted under the current depository contract dated May 11, 2015 would be honored for this extended contractual period. We appreciate your business and look forward to building upon our successful relationship.

Please acknowledge this contract extension by signing below. If you should have any questions regarding services offered, call me at 409-861-6370.

Sincerely,

Josh Rodriguez
Vice President
Sr. Government Banker

To accept contract extension, sign below:

Depositor:
Jefferson County Trust

By: _____ Date: ~~February 19~~ March 4, 2019

ATTEST: _____, Chief Deputy

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Together we'll go far

WELLS FARGO

Government Banking
6250 Delaware
Suite A
Beaumont, TX 77706

January 7, 2019

Jefferson County Industrial Development Corp.
1149 Pearl Street, 7th Floor
Beaumont, Texas 77701

To Whom It May Concern,

Wells Fargo Bank has been pleased to serve as the depository for Jefferson County Industrial Development Corp. and is offering to extend the terms of the existing contract for the period beginning May 11, 2019 to May 10, 2021. In return for housing the IDC's deposits, all expressed and implied services granted under the current depository contract dated May 11, 2015 would be honored for this extended contractual period. We appreciate your business and look forward to building upon our successful relationship.

Please acknowledge this contract extension by signing below. If you should have any questions regarding services offered, call me at 409-861-6370.

Sincerely,

Josh Rodriguez
Vice President
Sr. Government Banker

To accept contract extension, sign below:

Depositor:
Jefferson County Industrial Development Corp.

By: _____ Date: ~~February 19~~ March 4, 2019

ATTEST:
Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY TEXAS

Together we'll go far

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

January 14, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. 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.**

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

BID NAME: **Demolition of Hangar No. 3 at Jack Brooks Regional Airport**

BID NO: **IFB 19-003/JW**

DUE DATE/TIME: **11:00 AM CT, February 12, 2019**

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

There will be a pre-bid conference and walk-through at 10:00 AM CT on Tuesday, January 29, 2019, in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

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

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – January 16, 2019 & January 23, 2019

IFB 19-003/JW
Demolition of Hangar No. 3 at Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Tuesday, February 12, 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.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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 – 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 (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 three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **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 Jamey West, (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593) regarding any questions or comments. Please reference bid number IFB 19-003/JW.

1. INTRODUCTION

This demolition project will include the proper removal transportation and disposal of the Hangar No. 3 located at the Jack Brooks Regional Airport in Beaumont, Texas. For the purpose of this project, all references to Owner's Representative refer to **Fittz & Shipman, Inc.** A walk-through of each work area will be conducted at the pre-bid meeting.

SCOPE

The scope and purpose of these specifications is to establish certain regulations, general requirements, and particular requirements necessary for the demolition of the Jack Brooks Regional Airport Hangar No. 3, and the legal disposal of lead-based paint and asbestos-containing materials on structural components, windows, sheet metal sheathing and associated debris. All metal building components with lead-based paint and/or asbestos-containing materials shall be properly handled and recycled per federal regulations. Furnish 6' high temporary fencing that meets FAA requirements around the perimeter of hangar 3 during demolition and removal.

NOTIFICATIONS

The Contractor shall submit the 10-day demolition notification as required by the State of Texas.

GENERAL CONDITIONS AND REQUIREMENTS

The following list of conditions and requirements are to be understood as being a general guide for the demolition of the building. It must be noted, however, that there are special requirements listed in the specifications which are in addition to these general requirements for demolition, and that it is the responsibility of the Contractor to comply with all particular requirements. The Contractor shall haul off all debris and unsalvageable materials; and no debris or rubble which may pose a threat to public safety will be left on the site overnight. No such debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.

A. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint demolition and removal of items bearing lead-based paint and/or asbestos under this contract in accordance with the following specifications. After demolition the areas disturbed shall be cleaned in accordance with the procedures outlined below.

PARTICULAR WORK REQUIREMENTS

The following particular work requirements and conditions:

A. Extreme caution shall be taken when working around any fuel storage area, aircraft, or other airport vehicles or equipment.

B. Before the building is demolished, its utilities shall be safely disconnected. The Contractor shall serve notice to all suppliers of utilities to the building to be demolished, and have the utility suppliers disconnect the services and remove all meters and equipment belonging to them. All piping and wiring shall be properly terminated. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.

C. Demolition and clean-up includes, but is not limited to, the removal of all lumber, doors, windows, wire, structural columns/beams, flooring, sheet metal, appliances, furniture, loose rock, brick, mortar, concrete,

and the cleaning and removal of all rubbish, trash or other debris. The building's slab shall be left in place and in good condition.

D. Fill, grade and level with clean fill dirt all depressions in the earth which exist on the lot and all ruts or other depressions created during the demolition work.

E. All sewer lines exposed through demolition work must be cut off within two (2) inches of the surface to the ground or concrete slab and must be plugged with concrete in such a manner as to prevent ground water incursion into the sanitary sewer system.

HAZARDOUS MATERIALS

A. Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and federal government regulations and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal. The following specifications shall apply:

1. Contractors must be familiar with the contents of this document, included but not limited to the following:

- Worker Protection
- All types of Lead-Based Paint (LBP) and asbestos testing
- Measures for control and containment of lead dust, asbestos, and debris
- Contractor is responsible for the protection of its employees and subcontractors, and for the proper disposal of all hazardous materials.

2. In addition, the Contractor must be able to substantiate sufficient prior de-leading and asbestos removal experience and/or education providing same with the foresight of the prevailing LBP and asbestos abatement techniques and safety practices contained herein.

3. Contractors should be experienced in building renovation and restoration, guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.

4. The following methods shall be adhered to during the demolition activities. Any deviation from this list shall require Consultant's prior approval:

a) HEPA vacuum visible debris in vicinity of demolition area involving lead paint.
b) HEPA vacuum loose lead-based paint on concrete and wash down with a 5% trisodium phosphate solution.
c) The Contractor shall perform Toxicity Characteristic Leachate Procedure (TCLP) sampling of the waste stream prior to moving waste containers off site. This activity shall be supervised by the Consultant. Samples shall be analyzed for TCLP by US EPA Method 1311.
d) Debris: Collect and properly dispose of lead-contaminated paint chips and debris from the floor and surrounding areas of LBP.

B. APPLICABLE REGULATIONS, CODES AND STANDARDS

1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.

2. Applicable documents include but are not limited to the following:

a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
b) OSHA 29 CFR 1910.1025, Lead, General Industry;
c) OSHA 29 CFR 1910.1200, Hazard Communication;
d) OSHA 29 CFR 1910.134, Respiratory Protection;

e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
f) OSHA 29 CFR 1926.59, Hazard Communication;
g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
g) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
h) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)

3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.

4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.

5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

C. NOTICES AND SUBMITTALS

1. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative:
a) Assurance that the results of worker medical examinations for blood **lead level** tests are below OSHA guidelines
b) Material Safety Data Sheets (MSDSs) for products used or stored at the job site
c) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project
d) The starting and completion dates of the demolition work

2. During performance of the work, the Contractor shall provide to the Owner's Representative:
a) Test results from analysis of waste materials generated.
b) Results of OSHA compliance air sampling conducted on Contractor's employees.
c) Daily Log.

C. SIGNAGE

1. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING

D. CONTROL OF ACCESS

No one may enter or remain in a regulated work area at any time during demolition which involves lead paint, unless that person is:

1. The Contractor and his employees.
2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

E. WORKER PROTECTION

1. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards.

2. Initial biological monitoring is required for interim work activities.

3. Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.

4. Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.

5. Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:

a.) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.

b.) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. Disposable suits shall be used once, then shall be properly discarded.

c.) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

F. CONTROL OF EMISSION AND DUST

1. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10 mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.

2. Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust.

3. When working with lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.

4. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

G. AIR MONITORING AND INSPECTION

1. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.

2. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.

3. Worker exposure levels shall be evaluated with respect to the OSHA Action Level (30 µg/m3) and the Permissible Exposure Level (50 µg/m3) as 8-hour Time-Weighted Averages. If measured exposure levels

exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels.

4. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall re-clean the entire work area and a repeat of the detailed visual inspection will occur.

H. CLEANING SOLUTIONS

1. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

I. DISPOSAL

1. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
2. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
3. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
4. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

J. CLEAN UP OF WORK AREA

1. Clean-up shall be performed by contractor as follows:

a. After the demolition work has been completed, remove all debris and dispose of it in designated containers.

b. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags.

c. After vacuum cleaning, phosphate wash concrete surface in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water.

d. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains.

K. WASTE DISPOSAL

1. The Contractor shall remove daily all lead waste from the work area.

2. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.

a. During the actual demolition, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.

3. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.

a. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.

b. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).

c. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.

d. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.

e. The following waste materials will be tested to determine whether or not they are hazardous wastes:

1.) Lead paint chips
2.) Waste water
3.) Dust from HEPA filters and from damp sweeping
4.) Plastic sheets, duct tape, or tape used to cover floors and other services during the demolition activities
5.) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for cleanup
6.) Disposable work clothes and respirator filters
7.) Any other items contaminated with lead-based paint

f. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.

1.) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
2.) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
3.) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.

g. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.

1.) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
2.) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
3.) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
4.) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

L. POST ABATEMENT SUBMITTALS

1. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and Environmental Management and Hazardous Waste Program. Each set of submittals will be bound using three-hole punch paper.

2. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.

3. The Contractor shall submit to the Owner's Representative copies of all records indicating that the demolition work has been performed in compliance with applicable regulation and these specifications.

General Notes

1. Demolition work includes the complete wrecking of structures and the removal and disposal of all demolished materials.

2. Contractor to coordinate the shut-off, capping and continuation of utility services as required.

3. Buildings and other structures to be demolished will be vacated and discontinued in use prior to the start of the work.

4. The Owner assumes no responsibility for the actual condition of structures to be demolished.

5. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within the structure may occur by Owner's removal and salvage operations prior to the start of the demolition work.

6. Storage or sale of removed items on the Project Site will not be permitted.

7. The use of explosives will not be permitted.

8. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

9. Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

10. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

11. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

12. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary service during interruptions to existing utilities, as acceptable to the governing authorities.

13. The Contractor will disconnect and seal the utilities serving each structure to be demolished, prior to the start of demolition work, upon written request of the Owner. Reconnect services to buildings or portion of buildings as required.

14. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practicable level.

15. Comply with the governing regulations pertaining to environmental protection.

16. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.

17. Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition operations, as directed by the Engineer or governing authorities. Return adjacent areas to condition existing prior to the start of the work.

18. Demolish buildings completely and remove from the Project Site. Use such methods as required to complete the work within the limitations of governing regulations.

19. Small structures may be removed intact when acceptable to the Engineer and approved by the authorities having jurisdiction.

20. Proceed with demolition in a systematic manner, from the top of the structure to the ground. Complete demolition work above floor before disturbing any of the supporting members on ground level.

21. Demolish concrete and masonry in small sections.

22. Remove structural framing members and lower to ground by means of hoists, derricks, or other suitable methods.

23. Locate demolition equipment throughout the structure and remove materials so as not to impose excessive loads to walls, floors or framing to remain.

24. Remove from the Project Site all debris, rubbish and other materials resulting from demolition operations.

25. After grading is complete, the site shall be cleaned of all construction debris 2" diameter and larger.

26. Burning of removed materials from demolished structures will not be permitted on the Project Site.

Bidder Information Form

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

Bid Name & Number: IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bidder's Company/Business Name: Grant Mackay Company, Inc.

Bidder's TAX ID Number: 87-0480891

Contact Person: Brice Ebersole **Title:** Project Manager / Estimator

Phone Number (with area code): 713-670-0135

Alternate Phone Number if available (with area code): 281-995-8077

Fax Number (with area code): 713-670-0765

Email Address: Brice@grantmackayco.com

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

3717 Mesa Drive
Address
Houston, Texas 77013
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:

Grant Mackay Company, Inc.
Company Name

3717 Mesa Drive
Address

Houston Texas 77013
City State Zip

Signature of Person Authorized to Sign

Brice Ebersole
Printed Name

Project Manager / Estimator
Title

For clarification of this offer, contact:

Brice Ebersole
Name

713-670-0135 713-670-0765
Phone Fax

Brice@grantmackayco.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. 19-033/JW, Demolition of Hangar No. 3 at 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:

March 4, 2019

Jeff R. Branick
County Judge

Date

Attest:

By M. Good, Chief Deputy

Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:

Total Bid Amount: $ 28,604 . 79***

Total Bid Amount Written in Words:

Twenty-eight thousand six hundred four dollars and Seventy-Nine /100

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees 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 complete the Work in **(30) calendar days.**

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of **$100.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1 1 Date Received 01/24/2019

Addendum 2 2 Date Received 02/01/2019

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Sugarland

Address: 2700 Town Center Blvd. N, Sugarland, TX 77479

Contact Person and Title: Lane Wolf, Manager, Vertical Construction, City of Sugarland

Phone: 281-275-2227 Fax: unknown

Email Address: jwolf@sugarlandtx.gov Contract Period: Complete - 12/31/2018

Scope of Work: Demolition of Sugarland Central Unit; Value - $1,057,686.00

REFERENCE TWO

Government/Company Name: Port of Houston Authority

Address: 111 East Loop N, Houston, TX 77029

Contact Person and Title: Brook Lewis, Project Mgr.

Phone: 713-670-2646 Fax: Unknown

Email Address: blewis@poha.com Contract Period: Complete - 02/2015

Scope of Work: Turning Basin Terminal, Phase 1 - Building removal, Value - $1,657,000.00

REFERENCE THREE

Government/Company Name: Texas Department of Criminal Justice

Address: 2 Financial Plaza, Suite 525, Huntsville, Tx. 77340

Contact Person and Title: Brian Miller, Facility Manager

Phone: O#936-437-7206 or C#936-662-5363 Fax: Unknown

Email Address: Brian.Miller@tdcj.texas.gov Contract Period: Complete - 10/2018

Scope of Work: Removal of TDCJ Jester Unit I & Several Ag Buildings, Value - $169,326.77

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.

Grant Mackay Company, Inc. Bidder (Entity Name)	 Signature
3717 Mesa Drive Street & Mailing Address	Brice Ebersole Print Name
Houston, Texas 77013 City, State & Zip	February 11, 2019 Date Signed
713-670-0135 Telephone Number	713-670-0765 Fax Number
Brice@grantmackayco.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
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.	Date Received

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

None - N/A

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

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

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

None - 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.

None - N/A

4

W.B.C. — Brice Ebersole, Project Manager / Estimator — 02/11/2019

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

None - N/A

2 Office Held

None - N/A

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

None - N/A

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

None - N/A

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).

None - N/A

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.

None - N/A

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 6/7/2015

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.

Brice Ebersole
Printed Name of Authorized Representative

Signature

Project Manager / Estimator
Title

February 11, 2019
Date

Bidder Shall Return Completed Form with Offer.

**No work to be subcontracted out.

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: Grant Mackay Company, Inc. HUB: p Yes p No

Address: 3717 Mesa Drive (Street) Houston (City) Texas (State) 77013 (Zip)

Phone (with area code): 713-670-0135 Fax (with area code): 713-670-0765

Project Title & No.: Demolition of Hangar No. 3 at Jack Brooks Regional Airport, IFB 19-003/JW

Prime Contract Amount: $ 28,604.79----------

HUB Subcontractor Name: None - N/A

HUB Status (Gender & Ethnicity): _____

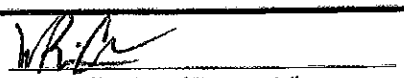
Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

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: _____

Brice Ebersole Printed Name of Contractor Representative	 Signature of Representative	02/11/2019 Date
None - N/A Printed Name of HUB	_____ Signature of Representative	_____ Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: Grant Mackay Company, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): Male - Caucasian

Address: 3717 Mesa Drive (Street) Houston (City) TX (State) 77013 (Zip)

Phone (with area code): 713-670-0135 Fax (with area code): 713-670-0765

Project Title & No.: Project Manager / Estimator IFB/RFP No.: 19-003/JW

Total Contract: $28,604.79 Total HUB Subcontract(s): $0.00 - None

Construction HUB Goals: 12.8% MBE:: 0% 12.6% WBE: 0 %

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: None - N/A

HUB Status (Gender & Ethnicity): None - N/A

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

Address: None - N/A (Street) (City) (State) (Zip)

Contact person: None - N/A Title: None - N/A

Phone (with area code): None - N/A Fax (with area code): None - N/A

Proposed Subcontract Amount: $0.00 Percentage of Prime Contract: 0 %

Description of Subcontract Work to be Performed: None - N/A

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: None - N/A

HUB Status (Gender & Ethnicity): None - N/A

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

Address: None - N/A
Street City State Zip

Contact person: None - N/A Title: None - N/A

Phone (with area code): None - N/A Fax (with area code): None - N/A

Proposed Subcontract Amount: $0.00 Percentage of Prime Contract: 0 %

Description of Subcontract Work to be Performed: None - N/A

HUB Subcontractor Name: None - N/A

HUB Status (Gender & Ethnicity): None - N/A

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

Address: None - N/A
Street City State Zip

Contact person: None - N/A Title: None - N/A

Phone (with area code): None - N/A Fax (with area code): None - N/A

Proposed Subcontract Amount: $0.00 Percentage of Prime Contract: 0 %

Description of Subcontract Work to be Performed: None - N/A

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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: None - N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: None - N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: None - N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: None - N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Brice Ebersole

Title: Project Manager / Estimator

Signature: [signature]

Date: 02/11/2019

E-mail address: Brice@grantmackayco.com

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

Name (print or type): Harry Seffker

Title: Comptroller

Date: 02/11/2019

E-mail address: Harry@grantmackayco.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

☒ I certify that Grant Mackay Company, Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is West Bountiful, Utah (city and state).

Taxpayer Identification Number (T.I.N.):	87-0480891
Company Name submitting bid/proposal:	Grant Mackay Company, Inc.
Mailing address:	3717 Mesa Drive, Houston, TX 77013
If you are an individual, list the names and addresses of any partnership of which you are a general partner: None - N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
None - N/A	

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

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

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Brice Ebersole, the undersigned representative of (company or business name) Grant Mackay Company, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

02/11/2019
Date

On this 11th day of February, 2019, personally appeared

Brice Ebersole, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

TAMMIE S. GARZA
NOTARY PUBLIC - STATE OF TEXAS
ID# 130698574
COMM. EXP. 07-05-2020

Notary Signature - Tammie S. Garza

02/11/2019
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Grant Mackay Company, Inc.
Company Name

IFB 19-003/JW
IFB/RFP/RFQ number

Certification check performed by:
James Wiest, Assistant Purchasing Agent
Purchasing Representative

February 20, 2019
Date

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 Harris

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

on this day personally appeared Brice Ebersole (name), who

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

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

for Grant Mackay Company, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Grant Mackay Company, 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: Grant Mackay Company, Inc.

3717 Mesa Drive, Houston, TX 77013

Fax: 713-670-0765 Telephone# 713-670-0135

by: Brice Ebersole (print name) Title: Project Manager / Estimator

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Brice Ebersole, Project Manager / Estimator for Grant Mackay Company, Inc. on

this the 11th day of February 2019.

TAMMIE S. GARZA
NOTARY PUBLIC - STATE OF TEXAS
ID# 130698574
COMM. EXP. 07-05-2020

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

Contract

This agreement made this **4th day of March, 2019**, by and between the **County of Jefferson, Texas** represented by the County Judge, party of the first part, and **Grant Mackay Company, Inc.** his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for **Invitation for Bid (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport** as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of
the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contactor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **$100.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of **$28,604.79** for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: **(IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport.**

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in (30) working days.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

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

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

COUNTY OF JEFFERSON
Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

_____
Billy J. Smith, Jr., President
Fittz & Shipman, Inc. / Consulting Engineer

CONTRACTOR
Party of the Second Part

By: NEPHI MACKAY VICE PRESIDENT
Printed Name & Title

_____
Signature

GRANT MACKAY COMPANY
Firm/Company Name

ATTEST: _____ Chief Deputy DATE: March 4, 2019
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 19-003/JW

IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport

IFB Due: **11:00 am CT, Tuesday, February 12, 2019**

Addendum No.: 1

Issued (Date): January 24, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:
Re-schedule of Pre-Bid Conference and Walk-through

Please note that the Pre-Bid Conference and Walk-through for this project has been re-scheduled for: 10:00 am CT, Thursday, January 31, 2019 **; and will be held in the Airport Administration Conference Room located at 5000 Jerry Ware Blvd., Beaumont, Texas 77705.**

This conference will be bidder's only opportunity to view secured areas of the project.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Brice Ebersole, Project Manager / Estimator
Title of Person Signing Above

Grant Mackay Company, Inc.
Typed Name of Business or Individual

3717 Mesa Drive, Houston, TX 77013
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: (IFB 19-003/JW)

IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport

IFB Due: **11:00 am CT, Tuesday, February 12, 2019**

Addendum No.: 2

Issued (Date): February 1, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Cut-off Date & Time for Responses to Question Submissions set for 5:00 pm, Friday, February 8, 2019.

Bidders may submit *technical* questions via email to Bill Smith with Fittz & Shipman, Inc. at: bsmith@fittzshipman.com

Bidders may submit *bid submission* questions via email to Jamey West, Assistant Purchasing Agent with Jefferson County at: jwest@co.jefferson.tx.us

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The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Brice Ebersole, Project Manager / Estimator
Title of Person Signing Above

Grant Mackay Company, Inc.
Typed Name of Business or Individual

3717 Mesa Drive, Houston, TX 77013
Address

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2018

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 have ADDITIONAL INSURED provisions or 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 The Buckner Company 6550 S. Millrock Dr., Suite 300 Salt Lake City UT 84121	CONTACT NAME: Lisa DeGolyer PHONE (A/C, No, Ext): 801-937-6700 FAX (A/C, No): 801-930-6379 E-MAIL ADDRESS: ldegolyer@buckner.com
INSURED GRANMAC-01 Grant Mackay Company, Inc. 3717 Mesa Drive Houston TX 77013	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Interstate Fire & Casualty Company — 22829 INSURER B: Navigators Insurance Company — 42307 INSURER C: Continental Casualty Company — 20443 INSURER D: Allied Property & Casualty Insurance Company — 42579 INSURER E: Crum and Forster Specialty Insurance Company — 42471 INSURER F: Advantage Workers Compensation Ins Co — 40617

COVERAGES **CERTIFICATE NUMBER:** 1774360668 **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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			DAN1000540	4/1/2018	4/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG BI & PD Deductible	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BACP3008933415	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			LA18EXC712847IV	4/1/2018	4/1/2019	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ $
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3453616	6/10/2018	6/10/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C E	Inland Marine Pollution			CI4C8865 CPL109154	4/1/2018 8/29/2018	4/1/2019 4/1/2019	Rented/Leased Deductible Pollution	500,000 10,000 10,000,000

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

CERTIFICATE HOLDER

For Information Only

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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AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Grant Mackay Company, Inc.
3717 Mesa Drive
Houston, TX 77013

SURETY:
(Name, legal status and principal place of business)
The Guarantee Company of North America USA
6550 South Millrock Drive, #300
Salt Lake City, UT 84121

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:
(Name, location or address, and Project number, if any)
Demolition of Hangar No. 3 at Jack Brooks Regional Airport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

GRANT MACKAY CO. CORPORATE Seal STATE OF UTAH

Signed and sealed this 12th day of February, 2019

Dannie L. Ortega
(Witness)

Grant Mackay Company, Inc.
(Principal) *(Seal)*
(Title) PROJ. MGR. - ESTIMATOR

Lisa Perry
(Witness)

The Guarantee Company of North America USA
(Surety) *(Seal)*
(Title) Andrew Rendon, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

THE GUARANTEE®

The Guarantee Company of North America USA
Southfield, Michigan

NOW 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

Terry H. Buckner, Randy Emery, Chris Lund, J. Michele Burraston, Michael H. Gale, Georgia Torres, Rayne Harris, Dennis M. Gross, Andrew Rendon, C. Brett Nilsson, Blake Nilsson, Julie B. Martindale

The Buckner Company

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 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 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 said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
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 12th day of February , 2019

Randall Musselman, Secretary

TOTAL SAFETY

Building HEROES. Protecting HEROES.

TECHNICAL SPECIFICATIONS

FOR:

Jack Brooks Regional Airport – Hangar #3
4875 Parker Drive
Beaumont, Texas
Asbestos/Lead Abatement Project

PREPARED FOR:

Jefferson County – Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

PREPARED BY:

Total Safety U.S., Inc.
365 Hwy 365
Port Arthur, Texas 77640

By:_____
Daniel R. Ward
DSHS Consultant License No. 10-5479
DSHS Agency License No. 10-0489

December 2018
Project No.: 6079122

SECTION 01013 - SUMMARY of WORK (ASBESTOS/LEAD)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings, general provisions of Contract, including General and Supplementary Conditions, and other Division-1 Specification Sections, apply to work of this section.

1.2 PROJECT/WORK IDENTIFICATION:

A. Except as otherwise expressly provided herein, Contractor shall supply all labor, supervision, installed and consumable materials, equipment, tools, services, testing devices, warehousing, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading and receiving, construction, evaluation, design engineering, testing, and assembly of the abatement of asbestos/lead-containing/contaminated materials at the **Jack Brooks Regional Airport – Hangar #3 located at 4875 Parker Drive in Beaumont, Texas** herein called the Work.

B. The Work described herein shall include furnishing all labor, materials, equipment, services, insurance, safety equipment, supplies, and incidentals which are necessary or required to clean up all disturbed asbestos/lead-containing materials at the worksite, including airborne /lead fibers to the levels indicated herein. Further, this work shall include packing, handling, transporting, and disposing of disturbed asbestos/lead-containing materials in an appropriate landfill, as required by law.

C. The Asbestos/Lead Abatement Contractor shall comply with these plans and specifications, their intent, and any requirements set forth by Federal, State or local agencies having jurisdiction over this project.

D. **Quantities: Quantities, if given in the specifications and/or on the Drawings, are approximate. The contractor shall be solely responsible for all quantities of materials specified for removal or clean up.**

E. Contract Documents: Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

1. Applicable codes and regulations.
2. Notices and permits.
3. Existing site conditions and restrictions on use of the site.
4. Work performed prior to work under this Contract.
5. Alterations and coordination with existing work.
6. Work to be performed concurrently by the Owner.
7. Work to be performed concurrently by separate contractors.
8. Alternates.
9. Allowances.
10. Pre-purchased material/equipment for Contract, with purchase price included in the Contract Sum.
11. Pre-purchased subcontracts for the Contract, with subcontract amounts included in the Contract Sum.
12. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.

F. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.

G. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

H. The Work includes the removal of asbestos/lead-containing materials in select areas of the structure according to the requirements of the following specification sections in the sequence indicated:

I. General and Administrative Requirements: are set forth in the following specification sections:

1. 01013 - Summary of Work (Asbestos/Lead)
2. 01043 - Project Coordination
3. 01091 - Definitions and Standards
4. 01301 - Submittals
5. 01701 - Project Closeout

J. Abatement Work Requirements: are set forth in the following specification sections, listed here according to the sequence of the work:

1. 01092 - Codes, Regulations and Standards: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
2. 01503 - Temporary Facilities: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit and office space for the Project Administrator.
3. 01526 - Temporary Enclosures - details the requirements for the sheet plastic barriers isolating the work area from the balance of the building.
4. 01563 - Decontamination Units - explains the setup and operation of the personnel and material decontamination units.
5. 01513 - Temporary Pressure Differential and Air Circulation System - sets forth the procedures to set up pressure differential isolation and ventilation of the work area.
6. 01560 - Worker Protection - describes the equipment and procedures for protecting workers against asbestos/lead contamination and other workplace hazards except for respiratory protection.
7. 01562 - Respiratory Protection - sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos/lead fibers.
8. 02084 - Disposal of Asbestos/Lead Containing Waste Material

K. Decontamination of the Work Area: after completion of abatement work is described in the following sections:

1. 01712 - Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms which are not part of an abatement work area.
2. 01711 - Project Decontamination: describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.
3. 01714 - Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.
4. 01701 - Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

1.3 SCOPE OF WORK (SPECIFIC)

ASBESTOS-CONTAINING MATERIALS

MATERIAL	LOCATION	AMOUNT
Window/Door Caulking Glazing	*Northwest Wall* *Southeast Wall* *Northeast Entry Panels*	*52 Windows* *1 Entry Door*

LEAD-BASED PAINT

MATERIAL	LOCATION	AMOUNT
Metal Beams	*Throughout Structure*	*Throughout*
Interior Panels	*Throughout Structure*	*Throughout*
Door Frame	*Northeast Corner*	*One Entry Door*

1.4 SCOPE OF WORK (GENERAL)

A. Protect and isolate, as required, all building systems and appurtenances affected or traversing through and contained within the work area.

B. Seal all penetrations, chases, cavities and voids, etc. prior to the removal of any asbestos/lead-containing/contaminated material.

C. All final air asbestos clearance samples shall be analyzed by Phase Contrast Microscopy (PCM) as outlined in Section 01714.

1.5 SPECIAL REQUIREMENTS

A. The Asbestos/Lead Abatement Contractor is reminded that he is responsible for inspecting and removing any known or suspected asbestos/lead-containing materials within the work areas. **The contractor shall adhere to the following, if applicable:**

1. In areas regulated for asbestos/lead abatement work, a pressure measuring device such as a manometer with strip recorder or equivalent shall be used to document the pressure differential in the regulated areas.

2. In areas regulated for asbestos/lead abatement work, all water sprayers shall be airless, or other type low pressure sprayer, for amended water application.
3. Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste to minimize exposure to persons or reduce the potential of release to the environment.
4. Any damage to adjacent property, including but not limited to walls, furnishings, etc., shall be repaired or replaced at the Contractor's expense. Owner shall make the decision whether damaged items may be repaired or shall be replaced.
5. It shall be in intent of the plans and specifications that all asbestos/lead-containing materials that could be hazardous to the health or welfare of the building occupants, visitors, or the general public be removed. This shall be accomplished in a manner consistent with present engineering practices to reduce the hazards or potential for hazards to building occupants, visitors, contractor personnel, and the general public.
6. Once differential pressure has been established:
   a) Contractor shall have at least one representative posted at the site on a 24-hour basis.
   b) Contractor is solely responsible for security of the project site.
   c) No site is to be left unattended.
   d) Attendants shall have the ability to effectively communicate the inherent dangers of the project, and be qualified, capable, and equipped to enter the containment (licensed as an asbestos/lead abatement supervisor by the Texas Department of Health).
   e) The security guard(s) will be trained and familiar with building systems, including but not limited to, water turn-off points, electrical equipment, etc.
   f) There will be no additional payments for security guards.
   g) Security attendants are to make periodic inspections of the work area, and shall not be allowed to sleep while on duty.
7. Any non-asbestos/lead workers used for construction shall be identified in such a way as to identify them as non-asbestos/lead workers. This may be accomplished with a certain colored hard hat, or badge that the worker wears in plain sight. These workers shall not be allowed in regulated areas.
8. This abatement project will be conducted with respiratory protection in full accordance with all regulatory requirements including but not limited to the OSHA regulations. Any required sampling of Contractor personnel will be conducted by a qualified person supplied by the Contractor who will also be responsible for determining the appropriate level of respirator protection for the Contractor's employees.
9. The consultant shall be responsible for establishing the level of respiratory protection for the Consultant's employees and other non-contractor personnel. The contractor shall indemnify and hold harmless the Consultant and the Owner against any claims relating to respiratory protection.
10. Contractor is responsible for the security of Consultant's equipment while on site. Therefore, Contractor shall repair or replace any equipment of Consultant's that is damaged or stolen while on the job-site. Consultant shall hold harmless Owner claims by Consultant or other party.

1.6 CONTRACTOR USE OF PREMISES:

A. Use of the Site:

1. Confine operations at the site to the areas permitted under the Contract.
2. Portions of the site beyond areas on which work is indicated are not to be disturbed.

3. Conform to site rules and regulations affecting the work while engaged in project construction.
4. Do not unreasonably encumber the site with materials or equipment.
5. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
6. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons. Owner shall not be responsible for any thefts.
7. Smoking or open fires will not be permitted within the building enclosure or on the premises.
8. Use of existing toilets within the building, by the Contractor and his personnel, shall not be permitted. Contractor must provide portable toilet. Portable toilets shall be kept clean at all times.

1.7 OWNER OCCUPANCY:

A. Partial Owner Occupancy:

1. The Owner reserves the right to place and install equipment as necessary in areas of the building in which all asbestos/lead abatement and project decontamination procedures have been completed, and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work.
2. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

1.8 SUBMITTALS

A. Before the Start of Work, submit the following to the Owner's Representative for review:

1. Plan of Action:
   a) Submit as a written report.
   b) The work plan must address the number of workmen of the various trades that will man the job, the number of shifts and the number of days in the week that the work will be accomplished within the contract period.
2. Work Progress Schedule:
   a) Within five working days after Contractor's receipt of the Notice-to-Proceed, if requested by Owner, the Contractor shall submit in triplicate to the Owner and the Owner's Representative for review, an estimated progress schedule for starting and completing the various classifications of construction.
   b) The schedule shall be in such form and detail as directed by the Owner and copies, as required, shall be submitted to the Owner for approval simultaneously with the Owner's Representative.
   c) The Work Progress Schedule shall be updated as directed by the Owner.
3. Inspection:
   a) Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

1.9 INTERRUPTION OF SERVICES AND FUNCTIONS DISCONNECTION, MOVING RECONNECTION REINSTALLING UTILITIES AND APPURTENANCES

1. Overtime for Utility Work:
   a) When work is required by the Contractor during the utility tie-ins (or correction of Contractor's damage to existing utilities), the Physical Plant personnel must be involved. This work shall be coordinated with them for their availability.
2. Temporary Services Expenses:
   a) The Contractor shall bear all expenses for temporary services required at any time during the course of the project.

1.10 SCHEDULE OF WORK

a) If the completion of the work is not on schedule, the Contractor shall provide a work plan and implement his best efforts to get back on and meet the schedule by increasing manpower and/or schedule.

b) If the completion of the Work is not on schedule as specified in the section of the specifications and professional judgment of the Owner and Consultant cannot be put back schedule by increasing manpower, the Contractor shall immediately use the best efforts to (in addition to increased manpower, if necessary) increase the hours and/or days worked (i.e. add shifts). Additional costs associated with such manpower/shifts shall be at no additional cost to Owner. Additionally, it is understood that additional shifts will require additional work for the Consultant, the additional cost of which shall be borne by the Contractor at a cost of $100 per field technician hour. TEM analysis will be charged at $200 per sample for 24-hour turnaround for additional samples other than the first set of samples. Overtime work is not to be confused with liquidated damages, as set forth in the Supplementary Conditions to the contract.

1.11 CONDITIONS AND RISKS OF WORK

A. Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with and understands all other conditions relevant to the Work, and its surroundings, and Contractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the Owner or Consultant, fully complete the Work for the stated Contract Price without further recourse to the Owner or Consultant.

B. Information on the site of the Work and local conditions at such site furnished by Owner or Consultant in specifications drawings or otherwise is not guaranteed by Owner or Consultant and is furnished only for the convenience of Contractor.

1.12 PLAN OF ACTION:

A. No later than three days prior to the preconstruction meeting submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. The plan must be approved by the Owner's Representative prior to commencement of work. The plan should Include:

1. Location and layout of decontamination areas.
2. The sequencing of asbestos/lead work.
3. The interface of trades involved in the performance of work.
4. Methods to be used to assure the safety of building occupants and visitors to the site.

5. Disposal plan including location of approved disposal site.
6. Detailed description of the methods to be employed to control pollution.
7. Use of portable HEPA ventilation system.
8. Closing out of the building's HVAC system.
9. Method of removal to prohibit visible emissions in work area.
10. Packaging of removed asbestos/lead debris.

1.13 INSPECTION:

A. Prior to commencement of work:

1. Inspect areas in which work will be performed.
2. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work.
3. Photograph or videotape existing conditions as necessary to document conditions, both at the interior and exterior of the building and site (including exit ramps and parking facilities, shall be included).
4. Submit to Owner's Representative prior to starting work.

1.14 POTENTIAL ASBESTOS/LEAD HAZARD:

A. The disturbance or dislocation of asbestos/lead-containing materials may cause airborne asbestos/lead to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants.

1. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
2. The Abatement Contractor and his subcontractors shall be required to sign a Certificate of Worker's Acknowledgment of hazards associated with asbestos/lead prior to entering the work area.

B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos/lead-containing materials take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos/lead. Such measures shall include the following:

1. The procedures and methods described herein.
2. Compliance with regulations of applicable federal, state and local agencies.

1.15 STOP WORK:

A. If the Owner, the Owner's Representative, or the Project Administrator presents a verbal or written stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner's Representative.

B. The Owner or Consultant has the authority to stop any or all abatement activities at any time that it has been determined or is suspected that conditions are not within the specifications or an applicable regulation, or that an unsafe condition exists. The decision to stop work is solely at the discretion of the Owner or Consultant.

C. The abatement activity shall not continue until the conditions have been corrected to the satisfaction of the Owner or Consultant.

D. Standby time occurring during a stop work condition shall be at the Contractor's expense.

1.16 INSPECTIONS

A. The Asbestos/Lead Abatement Contractor is solely responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of this work. The Asbestos/Lead Abatement Contractor shall satisfy himself that the work can be completed as set forth by the specifications before starting work.

B. Any Authorized Visitor shall have access to the worksite, materials, records, or any other relevant data specified herein and, furthermore, the Contractor shall provide proper facilities and equipment for such access and inspection.

C. ONLY AUTHORIZED VISITORS WILL BE ALLOWED ON THE WORKSITE.

1.17 CLEARANCE TESTING

A. Following clean-up of each work area, final clearance monitoring shall be performed by the Consultant. A final clearance of 0.01 fibers/cc by Phase Contrast Microscopy (PCM) is required for asbestos/lead.

END OF SECTION - 01013

SECTION 01043 - PROJECT COORDINATION (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

1.2 COPIES OF DOCUMENTS:

A. Owner shall furnish to Contractor 3 copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work.

B. Additional copies will be furnished, upon request, at the cost of reproduction.

1.3 BEFORE STARTING CONSTRUCTION:

A. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements.

B. Contractor shall promptly report in writing to Owner's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby.

C. Within five days after the Effective Date of the Agreement, Contractor shall submit to Owner's Representative for review:

1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2. A preliminary schedule of Shop Drawing submissions; and

3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed at the time of submission.

D. Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with these Contract Documents.

1.4 SUMMARY:

A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Administrative and supervisory personnel.
2. Progress Meetings
3. Pre-Construction Conference
4. Daily Log
5. Special reports.
6. Contingency Plans
7. Notifications to other entities at job site.

B. Requirements for the Contractor's Construction Schedule are included in Section "Submittals."

1.5 FINALIZING SCHEDULE

A. At least ten days before submission of the first Application for Payment, the Contractor shall submit to Owner's Representative a finalized progress schedule in accordance with these Contract Documents.

B. The finalized progress schedule will be acceptable to Owner's Representative as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Owner's Representative responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility.

C. The finalized schedule of Shop Drawing submissions will be acceptable to Owner's Representative as providing a workable arrangement for processing the submissions.

D. The finalized schedule of values will be acceptable to Owner's Representative as to form and substance.

1.6 FAMILIARITY WITH WORK

A. Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.

B. Contractor also represents that to the extent he deems necessary he has studied all surveys and investigation reports and physical conditions, and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

1.7 BUILDING INSPECTION

A. The Contractor represents that he has thoroughly inspected the property, has familiarized himself with the proposed work, has determined that the work can be accomplished as set forth in the Contract Documents, understands and agrees to the intent of the work as set forth.

1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

A. General Superintendent:

1. Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement and demolition projects including work practices, protective measures for building and personnel, disposal procedures, etc.

2. This person is the Contractor's "Competent Person" and Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.

3. This person will be the Competent Person required by OSHA in 29 CFR 1926.1101, and shall be licensed in accordance with the Texas Asbestos Health Protection Rules.

4. This person must be on-site at all times, and may not manage more than one project at a time.

5. Experience and Training: The General Superintendent must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of two (2) years on-the-job training in asbestos abatement procedures.

6. Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.1101.

7. Licensed Individual: The General Superintendent is to be a licensed asbestos abatement supervisor as required by Texas Asbestos Health Protection Rules section 295.46.

1.9 PROGRESS MEETINGS:

A. General:

1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, Owner's Representative will hold general progress meetings as required.

2. These meeting will be scheduled, where possible, at time of preparation of payment request.

3. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting.

1.10 PRE-CONSTRUCTION CONFERENCE:

A. An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work.

B. Meet at project site, or as otherwise directed with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the asbestos abatement and demolition work.

C. 72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.

D. This is an organizational meeting, to review responsibilities and personnel assignments and to locate the containment and decontamination areas and temporary facilities including power, light, water, etc.

E. Procedures for handling Shop Drawings and other submittals and to establish a working understanding among the parties as to the Work will be discussed.

1.11 DAILY LOG:

A. Daily Log: Maintain just outside the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:

1. Meetings; purpose, attendees, brief discussion;

2. Visitations; authorized and unauthorized;

3. Personnel, by name, entering and leaving the work area;

4. Special or unusual events, i.e. barrier breaching, equipment failures, accidents;

5. Air monitoring tests and test results; and

6. Documentation of Contractor's completion of the following:

a) Inspection of work area preparation prior to start of removal and daily thereafter;

b) Removal of any sheet plastic barriers;

c) Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of asbestos-containing materials or the substrate from which such materials have been removed;

d) Removal of waste materials from work area;

e) Decontamination of equipment (list items); and

f) Contractors final inspection/final air test analysis.

B. Provide two (2) copies of this log to Project Administrator on a daily basis.

C. Submit copies of this log at final closeout of project as a project close- out submittal.

1.12 SPECIAL REPORTS:

A. General: Except as otherwise indicated, submit special reports directly to Owner immediately upon occurrence requiring a special report, with copy to Owner's Representative and others affected by occurrence.

B. Reporting Unusual Events:

1. When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.

2. When such events are known or predictable in advance, notify OEHS immediately!

C. Reporting Accidents:

1. Prepare and submit reports of significant accidents, at site and anywhere else work is in progress.

2. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

D. Report Discovered Conditions:

1. When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) immediately notify OEHS.

2. Prepare and submit a special report indicating condition discovered.

1.13 CONTINGENCY PLAN:

A. Prepare a contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures.

B. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.

C. Post in clean room of Personnel Decontamination Unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, TDH, OFP, and OEHS.

1.14 NOTIFICATIONS

A. Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.

B. Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency.

C. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.

D. Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

1.15 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

1. Contingency Plans: for emergency actions.

2. Telephone Numbers: and location of emergency services.

3. Notifications: sent to other entities at the work site.

4. Notifications: sent to emergency service agencies.

5. Resume: of general superintendent.

6. Accreditation: submit evidence in form of training course certificate of accreditation of General Superintendent as an asbestos abatement supervisor.

7. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

8. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

END OF SECTION - 01043

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.

B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.

C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

G. Bonds: Bid, performance and payment bonds and other instruments of security.

H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

I. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.

J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.

K. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

L. General Superintendent: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.

M. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

N. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

O. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

P. Notice of Award: The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

Q. Notice to Proceed: A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

R. Owner's Representative: This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.

S. Project Administrator:

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."

2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.

T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.

U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.

1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:

A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.

B. ACM: Asbestos-Containing Material.

C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).

D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.

E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.

F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.

G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.

H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.

I. Air Diffuser: A device designed to disperse an air stream throughout a given area.

1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.

J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.

K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.

L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.

M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.

N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.

O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.

P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

Q. Amosite; An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.

R. Approved Landfill: A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.

S. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

T. Asbestos Abatement Contractor: The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.

U. Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.

V. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.

W. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.

X. Asbestos Control: Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.

Y. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.

Z. Asbestos Exposure Assessment System: A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.

AA. Authorized Visitor: The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.

BB. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.

CC. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

DD. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.

GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.

HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.

II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.

JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.

LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.

NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.

OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather that for in situ encapsulation.

PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.

QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.

SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.

UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.

VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.

XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that is surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.

YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.

ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.

AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.

BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.

CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.

DDD. Movable Object: A unit of equipment or furniture in the work are which can be removed from the work area.

EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.

GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.

III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.

JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.

KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.

MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.

NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.

PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.

TTT. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.

VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.

B. None of the explanations shall be interpreted to modify the substance of Contract requirements.

C. Specification Format:

1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.

2. This organization conforms generally to recognized construction industry practice.

D. Specification Content:

1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.

2. These conventions are explained as follows:

3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.

4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.

E. Assignment of Specialists:

1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.

2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.

3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

5. Trades: Use of titles such as "carpentry" is not intended to 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 tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

A. Applicability of Standards:

1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.

2. Such standards are made a part of the Contract Documents by reference.

3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.

B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.

C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.

D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.

E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.

F. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise.

2. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.

G. Minimum Quantities or Quality Levels:

1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.

2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.

3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.

4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.

H. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

I. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as refererenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St.,SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit (WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

RFCI
Resilient Floor Coverings Institute
Hungerford Drive, Suite 12-B
Rockville, MD 20805

UL
Underwriters Laboratories
Pfingsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.

B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.

C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.

D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.

B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.

C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

G. Bonds: Bid, performance and payment bonds and other instruments of security.

H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

I. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.

J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.

K. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

L. General Superintendent: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.

M. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

N. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

O. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

P. Notice of Award: The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

Q. Notice to Proceed: A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

R. Owner's Representative: This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.

S. Project Administrator:

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."

2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.

T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.

U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.

1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:

A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.

B. ACM: Asbestos-Containing Material.

C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).

D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.

E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.

F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.

G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.

H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.

I. Air Diffuser: A device designed to disperse an air stream throughout a given area.

1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.

J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.

K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.

L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.

M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.

N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.

O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.

P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

Q. Amosite; An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.

R. Approved Landfill: A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.

S. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

T. Asbestos Abatement Contractor: The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.

U. Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.

V. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.

W. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.

X. Asbestos Control: Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.

Y. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.

Z. Asbestos Exposure Assessment System: A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.

AA. Authorized Visitor: The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.

BB. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.

CC. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

DD. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.

GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.

HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.

II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.

JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.

LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.

NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.

OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather that for in situ encapsulation.

PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.

QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.

SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.

UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.

VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.

XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that is surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.

YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.

ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.

AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.

BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.

CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.

DDD. Movable Object: A unit of equipment or furniture in the work are which can be removed from the work area.

EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.

GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.

III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.

JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.

KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.

MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.

NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.

PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.

TTT. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.

VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.

B. None of the explanations shall be interpreted to modify the substance of Contract requirements.

C. Specification Format:

1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.

2. This organization conforms generally to recognized construction industry practice.

D. Specification Content:

1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.

2. These conventions are explained as follows:

3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.

4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.

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2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.

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1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

I. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St.,SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit (WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

RFCI
Resilient Floor Coverings Institute
Hungerford Drive, Suite 12-B
Rockville, MD 20805

UL
Underwriters Laboratories
Pfingsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.

B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.

C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.

D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01301 - SUBMITTALS (ASBESTOS)

PART 1 - GENERAL

The term Owner's Representative and Consultant are one in the same and may be used interchangeably in these documents.

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 GENERAL

A. Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.

B. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Consultant.

1.3 SUMMARY

A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

1. Contractor's construction schedule.
2. Submittal schedule.
3. Daily construction reports.
4. Shop Drawings.
5. Product Data.
6. Samples.
7. Miscellaneous Submittals

B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Permits
2. Applications for payment
3. Performance and payment bonds
4. Insurance certificates
5. List of Subcontractors

C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.4 SUBMITTAL PROCEDURES

A. Coordination:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.

2. Verify that each item and the submittal for it conform in all respects with the specified requirements. By affixing the Contractors signature to each submittal, certify that this coordination has been performed.

3. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

4. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing:

1. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

2. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.

3. If an intermediate submittal is necessary, process the same as the initial submittal.

4. Allow two weeks for reprocessing each submittal.

5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the work to permit processing.

C. Submittal Preparation:

1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

2. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

3. Include the following information on the label for processing and recording action taken:

a) Project name.
b) Date.
c) Name and address of Owner's Representative.
d) Name and address of Contractor.
e) Name and address of subcontractor.
f) Name and address of supplier.

g) Name of manufacturer.
h) Number and title of appropriate Specification Section.
i) Drawing number and detail references, as appropriate.

D. Submittal Transmittal:

1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

2. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

E. Transmittal Form:

1. Use AIA Document G 810.

2. Substitutions:

a) The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed at the time of bidding, on the form provided therefore in the bidding documents, and when substantiated by Contractor's submittal of required data within 5 calendar day after award of the Contract.

b) The following products do not require further approval except for interface with the Work:

(i) Products specified by reference to standard specifications such as ASTM and similar standards.

(ii) Products specified by manufacturer's name and catalog number.

c) Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Consultant.

d) Or Equal. Where the phrase "or equal", or "or equal as approved by the Consultant", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Consultant.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Schedule:

1. Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals and final inspection dates.

2. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

B. Work Stages:

1. Indicate important stages of construction for each major portion of the work, including testing and installation.

2. Include indication of start and finish times for the following:

a) Non-asbestos demolition.
b) Preparation of the Work Area.
c) Asbestos removal.
d) Clearance testing.
e) Substantial Completion.

C. Cost Correlation:

1. At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.

D. Distribution:

1. Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with scheduled dates.

2. Post copies in the Project Administrator's field office, project meeting room and temporary field office.

1.6 SUBMITTAL SCHEDULE

A. Listing:

1. At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.

2. After review and action on the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule of submittals within 10 days of the date required for establishment of the Contractor's construction schedule.

3. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.

4. Prepare the submittal schedule in chronological order; include submittals required before start of construction. Provide the following information:

a) Scheduled date for the first submittal.

b) Related Section number.
c) Submittal category.
d) Name of subcontractor.
e) Description of the part of the work covered.
f) Scheduled date for resubmittal.
g) Scheduled date the Owner's Representative's final release or approval.

B. Distribution:

1. Following response to initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.

2. When revisions are made, distribute 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 construction activities.

C. Schedule Updating:

1. Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.7 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

B. Shop Drawings include fabrication and installation drawings, schedules, and similar drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

C. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".

D. Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Owner's Representative's review; the reproducible print will be returned.

E. Final Submittal: Submit 3 blue- or black-line prints; 2 prints will be retained; the remainder will be returned.

1. One of the prints returned shall be marked-up and maintained as a "Record Document".

2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

4. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

5. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.8 PRODUCT DATA

A. Collect Product Data into a single submittal.

1. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves.

2. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

3. Mark each copy to show applicable choices and options.

4. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

a) Manufacturer's printed recommendations.
b) Compliance with recognized trade association standards.
c) Compliance with recognized testing agency standards.
d) Application of testing agency labels and seals.
e) Notation of dimensions verified by field measurement.
f) Notation of coordination requirements.

5. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

B. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.

C. Submittals:

1. Submit 3 copies of each required submittal.

2. The Owner's Representative will retain two, and will return the one marked with action taken and corrections or modifications required.

3. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution:

1. Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

2. Show distribution on transmittal forms.

3. Do not proceed with installation until a final submittal is in the installer's possession.

4. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials.

a) Generic description of the Sample.
b) Sample source.
c) Product name or name of manufacturer.
d) Compliance with recognized standards.
e) Availability and delivery time.

2. Submit Samples for review of kind, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

3. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.

4. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.

5. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 MISCELLANEOUS SUBMITTALS:

A. Material Safety Data Sheets:

1. Process material safety and data sheets as "product data." MSDS's shall be submitted to OEHS before any work commences.

B. Standards:

1. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where

workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

C. Closeout Submittals:

1. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

D. Record Documents:

1. Furnish set of original documents as maintained on the project site.

2. Provide 2 photographic copies of marked-up drawings along with original marked-up record drawings, which, at the Contractor's option, may be reduced to not less than half size.

1.11 OWNER'S REPRESENTATIVE'S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.

1. Review by the Consultant does not relieve the Contractor from responsibility for errors which may exist in the submitted data. Compliance with specified characteristics is the Contractor's responsibility.

2. If the Contractor considers any required revision to be a change, he shall so notify the Consultant.

1.12 REIMBURSEMENT OF ENGINEER'S COSTS.

A. In the event substitutions are proposed to the Consultant after the Contract has been awarded, the Consultant will record all time and expenses incurred in the evaluation of each such proposed substitution.

B. Whether or not the Consultant approves a proposed substitution, the Contractor promptly upon receipt of the Consultant's billing shall reimburse the Consultant at the rate of 2-1/2 times the direct cost to the Consultant for all time and expenses spent evaluating the proposed substitutions.

1.13 IDENTIFICATION OF SUBMITTALS

A. Consecutively number all submittals.

1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.

2. On resubmittals, cite the original submittal number for reference.

B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.

D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Consultant for review upon request.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01301

SUBMITTAL CHECKLIST

The submittals required from the Contractor include, but are not limited to the following:

01013 Summary of Work - Asbestos Abatement/Demolition

Before Start of Work:
Plan of Action
Pre-construction Inspection

01043 Project Coordination - Asbestos Abatement/Demolition

Before Start of Work:
Contingency Plans
Telephone Numbers
Notifications sent to other entities at the work site.
Notifications sent to emergency service agencies.
Resume: of general superintendent.
Accreditation: of accreditation of general superintendent
Staff Names:

Periodically During Work:
Daily Logs
Event Reports
Accident Reports
Discovered Condition Reports

01091 Definitions and Standards - Asbestos Abatement/Demolition

Before Start of Work:
None

Periodically During Work:
None

01092 Codes, Regulations, and Standards - Asbestos Abatement/Demolition

Before Start of Work:
- State Regulations
- Local Regulations
- Licenses
- Notifications
- Permits

Periodically During Work:
- None

01301 Submittals

Before Start of Work:
- Contractors Construction Schedule
- Submittal Schedule

Periodically During Work:
- Progress photographs
- Record Documents

01503 Temporary Facilities - Asbestos Abatement/Demolition

Before Start of Work:
- Scaffolding
- Hot water heater
- Decontamination Unit Sub-panel
- Ground Fault Circuit Interrupters (GFCI)
- Lamps and Light Fixtures
- Temporary Heating Units
- Temporary Cooling Units
- Self-Contained Toilet Units: Product Data, Sub-contractor
- First Aid Supplies
- Fire Extinguishers: product data, location schedule

Periodically During Work:
- None

01513 Temporary Pressure Differential & Air Circulation System

Before Start of Work:
- Pressure Differential System Design
- HEPA Filtered Fan Units: Product data
- Monitoring Equipment: Product data
- Auxiliary Generator: Product data
- Power Switch: Product data
- Auxiliary Power System: Shop Drawing

Periodically During Work:
- Pressure Differential Monitoring Results

01526 Temporary Enclosures

Before Start of Work:
- Strippable Coatings: Product data
- Strippable Coatings: Test report on ASTM E84 test

Strippable Coatings: Manufacturer's installation instructions. Strippable Coatings: Material Safety Data Sheet
Spray Cement: Product data
Spray Cement: Manufacturer's installation instructions
Spray Cement: Material Safety Data Sheet
Sheet Plastic: Test reports on NFPA 701 test
Signs: Samples

Periodically During Work:
Inspection report prior to applying strippable coating
Photograph of existing damage prior to applying coatings
Test Patches of strippable coating

01527 Regulated Areas

Before Start of Work:
HEPA Filtered Vacuum Cleaners: product data
Signs: samples
Warning Tape: samples

Periodically During Work:
None

01560 Worker Protection

Before Start of Work:
AHERA Accreditation: for each worker
State and Local License: for each worker
Historic Airborne Fiber Data
Certificate Worker Acknowledgment: for each worker
Training Program: course outline
Report from Medical Examination: of each worker
Notarized Certifications
Biological Monitoring Examination: of each worker

Periodically During Work:
None

01562 Respiratory Protection

Before Start of Work:
Product Data
NIOSH and MSHA Certifications
Type "C": System Diagram
Type "C": Operating Instruction
Respiratory Protection Program: written manual
Respiratory Protection Program: form at end of section
Historic Airborne Fiber Data
Resume information

Periodically During Work:
None

01563 Decontamination Units

Before Start of Work:
- Personnel Decontamination Unit: shop drawing
- Equipment Decontamination Unit: shop drawing
- Shower Pan: shop drawing
- Shower Walls: product data
- Shower Head and Controls: product data
- Filters: product data
- Filters: shop drawing
- Hose Bib: product data
- Wash Station Shower Stall: product data
- Wash Station Shower Stall: shop drawing
- Elastomeric membrane: product data
- Lumber: product data on fire resistance treatment
- Sump Pump: product data
- Signs: samples

Periodically During Work:
- None

01601 Materials and Equipment - Asbestos Abatement/Demolition

Before Start of Work:
- Product List Schedule

Periodically During Work:
- None

01632 Product Substitutions - Asbestos Abatement/Demolition

Before Start of Work:
- Refer to section

Periodically During Work:
- Refer to section

01701 Project Closeout - Asbestos Abatement/Demolition

Before Start of Work:
- None

Periodically During Work:
- Refer to section

01711 Project Decontamination

Before Start of Work:
- None

Periodically During Work:
- Fire Test on Lock Back Encaplulants used

01714 Work Area Clearance

None

02084 Disposal of Asbestos-Containing Waste Material

Before Start of Work:
- Waste Hauler State License
- Waste Hauler Local License
- Name and address of landfill
- Landfill contact person and telephone number
- Name and address of processor
- Processor contact person and telephone number
- Product data on process to be used
- EPA letter on process as a NESHAPS alternative
- Process parameters or operating conditions
- Chain of Custody form
- Waste Manifest Form
- Disposal Bag: samples
- Label Samples.

Periodically During Work:
- On a weekly basis: copies of manifests and disposal site receipts.

END OF SUBMITTAL CHECKLIST

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Air Monitoring: during work area clearance is described in Section 01714 Work Area Clearance.

1.2 DESCRIPTION OF THE WORK

A. Not in Contract Sum:

1. This section describes work being performed by the Owner. This work is not in the Contract Sum.
2. This section describes air monitoring carried out by the owner to verify that the building beyond the work area and the outside environment remains uncontaminated.
3. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.
4. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

1.3 AIR MONITORING:

A. Work Area Isolation:

1. The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:
   a) Contamination of the building outside of the work area with airborne asbestos fibers,
   b) Failure of filtration or rupture in the differential pressure system,
   c) Contamination of air outside the building envelop airborne asbestos fibers.
2. Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Representative.

B. Work Area Airborne Fiber Count: The Owner will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

C. Work area clearance:
1. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per Section 01714 Work Area Clearance.
2. The Owner will be conducting air monitoring throughout the course of the project.

1.4 STOP ACTION LEVELS:

A. Inside Work Area:

1. Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter.
   a) If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts.
   b) If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify Owner's Representative.
   c) After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

2. If airborne fiber counts exceed 2.0 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

B. Outside Work Area:

1. If any air sample taken outside of the Work Area exceeds 0.01 fibers/cc, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.
2. If the high reading occurs, initiate the following actions:
   a) Decontaminate the affected area in accordance with Section 01711 Cleaning & Decontamination Procedures.
   b) Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for reoccupancy in accordance with Section 01714 Work Area Clearance.

C. Effect on Contract Sum:

1. Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities.
2. The Contractor will be responsible for all PCM and TEM samples collected in response to all fiber counts outside the work area.
3. TEM samples will be collected to clear outside areas affected by high fiber counts. All TEM samples collected due to high fiber counts will be paid for by the abatement contractor.

D. Fibers Counted:

1. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.

E. Large Fibers:

1. "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by

transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted.

2. "Airborne Fibers" counted in samples analyzed by scanning or transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length and greater that 0.25 microns in diameter.
3. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.

F. Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

1.5 ANALYTICAL METHODS:

A. The following methods will be used by the Owner in analyzing filters used to collect air samples.

1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site.
2. Transmission Electron Microscopy will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

1.6 SAMPLE VOLUMES:

A. General:

1. The number and volume of air samples taken by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.
2. Additional samples may be taken at Owner's or Owner's Representatives discretion. If airborne fiber counts exceed allowed limits additional samples will be taken as necessary to monitor fiber levels.

1.7 LABORATORY TESTING:

A. The services of a testing laboratory will be employed by the Owner to perform phase contrast microscopy laboratory analyses of the air samples. A microscope and technician will be setup at the job site, so that verbal reports on air samples can be obtained immediately. The Contractor will have access to all air monitoring tests and results.

1.8 ADDITIONAL TESTING:

A. The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner.

1.9 PERSONAL MONITORING:

A. Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose.

END OF SECTION - 01410

SECTION 01503 - TEMPORARY FACILITIES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

1.3 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

B. Scaffolding: submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.

C. Hot water heater: Submit manufacturers name, model number, size in gallons, heating capacity, power requirements.

D. Decontamination Unit Sub-panel: Submit product data.

E. Ground Fault Circuit Interrupters (GFCI): Submit product data.

F. Lamps and Light Fixtures: Submit product data.

G. Self-Contained Toilet Units: Provide product data and name of sub-contractor to be used for servicing self-contained toilets. Submit method to use for servicing. A minimum of one self-contained Toilet Unit shall be provided for every 15 workers. Units shall be serviced at least once a week, more.often if required because of use or odor.

H. First Aid Supplies: Provide list of contents of first aid kit. Submit in form of check list.

I. Fire Extinguishers: Provide product data. Submit schedule indicating location at job site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

A. General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

2.2 SCAFFOLDING:

A. Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

1. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
2. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.

B. The Contractor shall adhere to all OSHA regulations and standards with regard to ladders, scaffolds, and work platforms. He shall also follow proper decontamination procedures when removing said devices from the work area.

2.3 WATER SERVICE:

A. Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest *active* drain or located over an existing *active* sink or grade where water will not damage existing finishes or equipment.

B. Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

C. Hot Water Heater: Provide UL rated 40 gallon electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

2.4 ELECTRICAL SERVICE:

A. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service. Due to the extreme conditions present during abatement activities, the Contractor is responsible for assuring work areas are safe from electrical hazards. An adequate Ground Fault Circuit Interrupter (GFCI) system shall be used as required in the National Electrical Code. Contractor must also supply power for Consultant's sampling pumps, fans, and leaf blower using GFCIs.

B. Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.

C. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

D. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.

E. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.

F. Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.5 TEMPORARY HEAT:

A. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed. Use steam or hot water radiant heat where available, and where not available use electric resistant fin radiation supplied from a branch circuit with ground fault circuit interrupter.

2.6 FIRST AID:

A. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

2.7 FIRE EXTINGUISHERS:

A. Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations the following shall apply:

1. Fire extinguishers, 10A60BC type, will be required in the work areas at a rate of one per 1,000 square feet, or within 75 feet of anywhere in the work area.
2. The minimum number of fire extinguishers will be one in the contained work area and one in the clean area.

3. Smoke detectors of the battery powered ionization type will be required at a rate of one per 5,000 square feet.
4. The minimum number of smoke detectors will be one in the clean room and one adjacent to each differential pressure machine.
5. Smoking, cooking appliances, heaters, etc. are prohibited in and around the work area, including the clean room.

2.8 REQUIREMENTS:

A. It shall be the responsibility of the Contractor to fully comply with all federal (including OSHA), state, and local requirements during the course of this project.

PART 3 - EXECUTION

3.1 SCAFFOLDING:

A. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.

B. Clean as necessary debris from non-slip surfaces.

C. At the completion of abatement work clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

3.2 INSTALLATION, GENERAL:

A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.

1. Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.
2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.3 WATER SERVICE:

A. General: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm to cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Supply hot and cold water to the Decontamination Unit.

1. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

3.4 ELECTRICAL SERVICE:

A. General:

1. Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period.
2. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

B. Lockout:

1. Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
   a) Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
   b) Lockout power to circuits running through Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner and Owner's Representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocution hazard."

C. Temporary Electrical Panel:

1. Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work.
2. Connect temporary panel to existing building electrical system.
3. Protect with circuit breaker or fused disconnect.
4. Locate temporary panel as directed by Owner or Owner's Representative.

D. Power Distribution System:

1. Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be at least exposed to damage from construction operations.

E. Circuit Protection:

1. Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.
2. Do not use outlet type GFCI devices.

F. Temporary Wiring:

1. In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance.
2. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

3. Provide liquid tight enclosures or boxes for wiring devices.

G. Number of Branch Circuits:

1. Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panel. At minimum provide the following:
   a) One Circuit for each HEPA filtered fan unit
   b) For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
   - One outlet in the work area for each 2500 square feet of work area
   - One outlet at each decontamination unit, located in equipment room

   c) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:
   - One in each work area
   - One at clean side of each Decontamination Unit.
   - One at each exhaust location for HEPA filtered fan units

   d) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling as set forth in Section 01714 Work Area Clearance as follows:
   - Five inside work area
   - Two outside work area in location designated by Owner's Representative

3.5 TEMPORARY LIGHTING:

A. Lockout:

1. Lock out all existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
   a) One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
3. Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.
4. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.
5. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.
6. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panel.
7. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

3.6 TEMPORARY HEAT:

A. General:

1. Provide temporary heat where indicated or needed for performance of the Work.
2. Maintain a minimum temperature of 70 degrees F. where finished work has been installed.
3. Maintain a minimum temperature of 75 degrees F. in the shower of the decontamination unit.
4. Maintain a minimum temperature of 70 degrees F. in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before start of reconstruction work, maintain a minimum temperature of 50 degrees F.

3.7 PROJECT ADMINISTRATOR'S FIELD OFFICE:

A. Project Administrator's Field Office:

1. Provide air conditioned, heated office space near the Work Area for professional person, suitably finished, furnished, equipped, locked, heated, naturally ventilated, lighted and wired with electrical power, not less than 250 sq. ft. floor area.
2. Equip office with 1 telephone line and 1 telephone, and not less than 2 duplex convenience power outlets.
3. In addition to 1 desk, 1 four drawer file cabinet and 3 chairs, furnish office with one 36" X 96" plan table, and one 24" X 48" work table near electrical power outlet.
4. Provide portable office or use a suitable room as designated by Owner and relocate or add equipment as required to meet the above requirements.

3.8 SANITARY FACILITIES:

A. Toilets:

1. Use of the Owner's existing toilet facilities, as indicated, will not be permitted

3.9 FIRE EXTINGUISHERS:

A. Fire Extinguishers:

1. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers".
2. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area in Equipment Room and One outside Work Area in Clean Room.

END OF SECTION - 01503

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 MONITORING

A. Continuously monitor and record the pressure differential between the Work Area and the area outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

1.3 SUBMITTALS

A. Before Start of Work:

1. Submit design of pressure differential system to the Owner's Representative for review.
2. Do not begin work until submittal is returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
3. Include in the submittal at a minimum:
   a) Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines;
   b) Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area;
   c) Anticipated pressure differential across Work Area enclosures;
   d) Description of methods of testing for correct air flow and pressure differentials;
   e) Manufacturer's product data on the HEPA filtered fan units to be used;
   f) Location of the machines in the Work Area;
   g) Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power;
   h) Description of work practices to insure that airborne fibers travel away from workers;
   i) Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area; and
   j) MSDS's on all substances to be used.

B. On a daily basis:

1. Submit printout from pressure differential monitoring equipment.
2. Mark printout with date and start of time for each day.
3. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate on each days printout, time of starting and stopping abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes.
4. Cut printout into segments by day, attach to 8 1/2" by 11" paper.
5. Label with project name, contractors name and date.

1.4 QUALITY ASSURANCE:

A. Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water.

PART 2 - PRODUCTS

2.1 HEPA FILTERED FAN UNITS:

A. General:

1. Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Use units that meet the following requirements.

B. Cabinet:

1. Constructed of durable materials able to withstand damage from rough handling and transportation. Where necessary, the width of the cabinet should be less than 30 inches to fit through standard-size doorways.
2. Provide units whose cabinets are:

a) Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance;
b) Arranged to provide access to and replacement of all air filters from intake end; and
c) Mounted on casters or wheels.

C. Fans:

1. Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

D. HEPA Filters:

1. Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.
2. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
3. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
4. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
5. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:

a) First-stage prefilter: low-efficiency type (e.g., for particles 100 um and larger); and
b) Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um)
c) Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

E. Instrumentation:

1. Provide units equipped with:
2. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed;
3. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point; and
   a) Elapsed time meter to show the total accumulated hours of operation.

F. Safety and Warning Devices: Provide units with the following safety and warning devices:
   a) Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter;
   b) Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge;
   c) Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red); and
   d) Audible alarm if unit shuts down due to operation of safety systems.

G. Electrical components:

1. Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL ISOLATION

A. Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.

B. Relative Pressure in Work Area:

1. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.04 inches of water.
2. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work

Area. Determine the number of units required for pressure isolation by the following procedure:

a) Establish required air circulation in the work area, personnel and equipment decontamination units;
b) Establish isolation by increased pressure in adjacent areas or as part of seals where required; and
c) Exhaust a sufficient number of units from the work area to develop the required pressure differential.
d) The required number of units is the number determined above plus one additional unit.

3. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.
   a) Mount units to exhaust directly or through disposable ductwork.
   b) Use only new ductwork except for sheet metal connections and elbows.
   c) Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
   d) Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
   e) Use spiral wire-reinforced flex duct in lengths not greater than 50 feet.
   f) Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.
   g) If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet of spiral wire reinforced flex duct after direction change.

3.2 AUXILIARY GENERATOR

A. Provide auxiliary diesel or gasoline-powered generator located outside of the building in a location protected from the weather.
B. Arrange so that if a power failure occurs the generator automatically starts and supplies power to all of the HEPA filtered fan units and temporary lighting in operation.

3.3 AIR CIRCULATION IN THE WORK AREA:

A. Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.

B. Air circulation in the Work Area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.

1. Determining the Air Circulation Requirements: Provide a fully operational air circulation system supplying a minimum of 4 air changes per hour.
2. Determine Number of Units needed to achieve required air circulation according to the following procedure:
   a) Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height.
   b) Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate and multiplying by 60.

c) Air Circulation Required in Cubic Feet of Air per Minute (CFM) is determined by:

{Volume of work area (cu. ft.)} x {Number of air changes per hour}
(minutes per hour)

d) Divide the air circulation requirement (CFM) above by capacity of HEPA filtered fan unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential which causes loaded filter warning light to come on) in the machine's labeled operating characteristics.

Number of Units Needed is determined by the followed equation:

Air circulation Requirement(CFM)
Capacity of Unit with Loaded Filters (CFM)

e) Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

3.4 EXHAUST SYSTEM:

A. Pressure differential isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.

1. Exhaust all units from the Work Area to meet air circulation requirement of this section.
2. Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.
3. Place End of Unit an intake duct or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.
4. Vent to Outside of Building, unless authorized in writing by the Owner's Representative.
5. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
6. Supplemental Makeup Air Inlets:
   a) Provide where required for proper air flow through the Work Area in location approved by the Owner's Representative by making openings in the plastic sheeting that allow air from outside the building into the Work Area.
   b) Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas.
   c) Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason.
   d) Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

3.5 AIR CIRCULATION IN DECONTAMINATION UNITS:

A. Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:

1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
2. Equipment Decontamination Unit: across the Holding Room with the Wash Room at a lower pressure than the Clean Room.

B. Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.

C. Air Movement:

1. Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room.
2. Maintain continuous minimum velocities of Sixty (60) feet per minute in the breathing zone area of the shower and thirty (30) feet per minute in all other locations of the shower.

3.6 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

A. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply. Do not use existing branch circuits to power fan units.

B. Testing the System: Test pressure differential system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Owner's Representative.

1. Demonstrate Condition of Equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
   a) Squareness of HEPA filter;
   b) Condition of seals;
   c) Proper operation of all lights;
   d) Proper operation of automatic shut down if exhaust is blocked;
   e) Proper operation of alarms;
   f) Proper operation of magnehelic gauge; and
   g) Proper operation and calibration on pressure monitoring equipment.
2. Demonstrate Operation of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:
   a) Plastic barriers and sheeting move lightly in toward Work Area;
   b) Curtain of decontamination units move lightly in toward Work Area;
   c) Noticeable movement of air through the Decontamination Unit;
   d) Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room;

e) Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed; and

f) Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.

3. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

C. Use of System During Abatement Operations:

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Owner's Representative in writing. Supply sufficient pre-filters to allow frequent changes.
3. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, seal off all containment openings, and do not resume abatement until power is restored and fan units are operating again.
4. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

D. Dismantling the System:

1. When a final inspection and the results of final air tests indicate that the area has been decontaminated, fan units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, decontaminate exterior of machine and seal intake to the machine with 6 mil polyethylene to prevent environmental contamination from the filters.

END OF SECTION - 01513

SECTION 01526 - TEMPORARY ENCLOSURES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 SUBMITTALS:

A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

1. Strippable Coatings: Submit the following:

a) Product description including major components and solvents;

b) Test report on ASTM E84 test of surface burning characteristics;

c) Manufacturer's installation instructions. Indicate portions applicable to the project and selected assemblies where the manufacturer offers alternatives and

d) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for strippable coating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

2. Spray Adhesive: Submit following:

a) Product description including major components and solvents;

b) Manufacturer's installation instructions. Indicate portions applicable to the project; and

c) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

3. Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

4. Signs: Submit samples of signs to be used.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC:

A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

B. Reinforced Polyethylene Sheet: Where plastic sheet constitutes the only barrier between the work area and the building exterior, provide translucent, nylon reinforced or woven polyethylene, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.O or 6.0 mil thick as indicated, frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS:

A. Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK:

A. Carry out work of this section sequentially. Complete each activity before proceeding to the next.

3.2 GENERAL:

A. Work Area: the location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.

1. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.
2. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.
3. Remove all removable furniture that has been designated uncontaminated by the Contract Documents or Owner's Representative. Also remove uncontaminated equipment, and/or supplies from the Work Area before commencing work, or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment

shall be considered outside the work area unless covering plastic or seal is breached.

4. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.
5. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent of Owner's designated Representative.
6. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of contractor's superintendent or owner's designated representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocution hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

B. Inspection Windows:

1. Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet.
2. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area.
3. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key.
4. Provide keys to Owner's Representative for all such locks.

3.3 EMERGENCY EXITS:

A. Provide emergency exits and emergency lighting as set forth below. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:

1. Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area;
2. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick;
3. Provide lighted EXIT sign at each exit; and
4. Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

3.4 CONTROL ACCESS:

A. Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:

B. Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.

C. After receiving written authorization from the Owner's Representative lock all doors into Work Area, or, if doors cannot be locked, chain shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.

D. After receiving written authorization from the Owner's Representative: construct partitions or closures across any opening into Work Area.

- Fabricate partitions from 2 X 4 wood studs with 1/2" plywood on both faces. Brace at 4'-0" on center.

E. Visual Barrier: Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.

F. Immediately inside door and outside critical barriers post an approximately 24 inch by 36 inch manufactured danger sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926.1101. Provide spacing between respective lines at least equal to the height of the respective upper line.

LEGEND

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA

3.5 ALTERNATE METHODS OF ENCLOSURE:

A. Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval in accordance with procedures set forth in Section 01632 Product Substitution. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

3.6 RESPIRATORY AND WORKER PROTECTION:

A. Before proceeding beyond this point in providing Temporary Enclosures:

1. Provide Worker Protection per Section 01560
2. Provide Respiratory Protection per Section 01562
3. Provide Personnel Decontamination Unit per Section 01563

3.7 CRITICAL BARRIERS:

A. Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.

B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.

C. Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.

D. Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.

1. Plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry nail or electo-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.

2. Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet, minimum 1/4" in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot below ceiling. Tighten rope so that it has 2" maximum dip. Drape plastic over rope from outside Work Area so that a two foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1" below rope at maximum 6" on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.

E. Provide Pressure Differential System per Section 01513.

F. Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

3.8 PREPARE AREA:

A. Scaffolding: If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.

B. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.

C. Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

D. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.

E. Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

3.9 PRIMARY BARRIER:

A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.

B. Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.

1. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
2. Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner's Representative.
3. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
4. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.10 ISOLATION AREA:

A. Maintain isolation areas between the Work Area and adjacent building area:

1. In locations shown on the plans.
2. In unoccupied rooms located between Work Area and adjacent occupied portions of the building.
3. In locations where separation between Work Area and occupied portions of building is formed by sheet plastic and/or temporary barriers.
4. Floor below Work Area.

B. Form isolation area by controlling access to the space in the same manner as a Work Area. Physically isolate the space from the Work Area and adjacent areas. Accomplish physical isolation by:

1. Installing critical barriers in unoccupied space.
2. Erecting a second Critical Barrier a minimum of 3'-0" away from Work Area.

3.11 STOP WORK:

A. If the Critical or Primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

3.12 EXTENSION OF WORK AREA:

A. Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

3.13 SECONDARY BARRIER:

A. Secondary layer of plastic as a drop cloth to protect the primary layer from debris generated by the asbestos abatement work is specified in the appropriate work sections.

END OF SECTION - 01526

SECTION 01527 - REGULATED AREAS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

A. Required supervision and OSHA Competent Person: is specified in Section 01043

B. Worker Protection - Asbestos Abatement: is specified in Section 01560.

C. Respiratory Protection: is specified in Section 01562.

D. Wet Decontamination Facilities: are described in Section 01563.

1.3 DESCRIPTION OF WORK:

A. Work of this section consists of preparing a Regulated Area for work of the following specification sections only. Do not use procedures set forth in this section in connection with any other work.

1.4 SUBMITTALS:

A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
1. HEPA Filtered Vacuum Cleaners: Submit product data.
2. Signs: Submit samples of each type of sign to be used.
3. Warning Tape: Submit samples.

PART 2 - EQUIPMENT:

2.1 HEPA Filter Vacuum Cleaners:

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering

Nilfisk of America Inc. HEPA Filtered
Great Valley Parkway Vacuums
Malvern, PA 19355

Clayton Associates, Inc. ACE Model HEPA Vacuum
Box 589
Southard Avenue
Farmingdale, NJ 07727

Hako Minuteman South Route 53 Addison, IL 60101	Hako Minuteman HEPA Vacuums
Vactagon Pneumatic Systems, Inc. Homestead Place Bergenfield, NJ 07621	Vaculoader HEPA Vacuum
Pullman-Holt (White) Corporation PO Box 277 Fultonville, New York 12072	HEPA Filtered Vacuums

2.2 Plastic Sheet:

A. Plastic Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

PART 3 - EXECUTION

3.1 SECURING WORK AREA:

A. Secure work area from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, or by constructing temporary wood stud and plywood barriers.

3.2 DEMARCATION OF REGULATED AREA:

A. Demarcate each Regulated Area with a sheet plastic drop sheet as described below.

B. Post warning signs that carry the following legends:

C. Provide signs in both English and Spanish:

1. First Sign:
   - Provide warning signs at each locked door leading to the controlled area reading as follows:

• Legend	Notation
KEEP OUT	3 inch Block

2. Second Sign:
   a) Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

   - Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

b) Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch wide polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet above the floor.

3.3 SCHEDULING:

A. Contractor's work hours are limited to 7:00 A.M. until 6:00 P.M., Monday through Friday. Contractor shall not work weekends unless approved by Owner. This does not apply to Contractor's 24-hour security and fire watch required during asbestos abatement operations.

3.4 GENERAL PROCEDURES:

A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid release of asbestos fibers into the air:

1. Setup and management of the controlled area is to be under the supervision of a OSHA Competent Person as described in Section 01043 Project Coordination - Asbestos Abatement.
2. Before start of work comply with requirement for worker protection in section 01561, and respiratory protection in section 01562.
3. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.
4. Shut down any air handling equipment bringing air into or out of the Regulated Area.
5. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
6. Cover floor in vicinity of Work Area and six (6) feet beyond, with 6 mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.
7. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet of the Work Area with 6 mil polyethylene sheeting secured and completely sealed with duct tape.
8. Perform the work per the appropriate specification section while on plastic drop sheet.
9. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.

B. Complete the following at completion of work in an area before stepping off drop sheet:

1. While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.
2. Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.
3. Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including his own feet.
4. If moving to the next Work Area in the same secured area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.
5. If work day is complete or if next Work Area is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet step with each foot off the sheet as the foot covers are removed.
6. Fold sheet and all its contents toward the center.
7. Place the sheet in a properly labeled disposal bag.
8. Neck down the bag and collapse it with the HEPA vacuum.
9. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.
10. Clean all surfaces of the Work Area by use of a HEPA filter vacuum until no visible residue remains.
11. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection.

END OF SECTION - 01527

SECTION 01561 - WORKER PROTECTION - ASBESTOS ABATEMENT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

A. Respiratory Protection: is specified in Section 01562.

1.4 WORKER TRAINING:

A. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.

B. Texas State License: All workers are to be trained, certified and licensed as required by the Texas Department of Health.

C. Train, in accordance with 29 CFR 1926, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:
   1. Methods of recognizing asbestos
   2. Health effects associated with asbestos
   3. Relationship between smoking and asbestos in producing lung cancer
   4. Nature of operations that could result in exposure to asbestos
   5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
   6. Engineering controls
   7. Work Practices
   8. Respirators
   9. Housekeeping procedures
   10. Hygiene facilities
   11. Protective clothing
   12. Decontamination procedures
   13. Emergency procedures
   14. Waste disposal procedures

D. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
   1. Appropriate work practices for the work
   2. Requirements of medical surveillance program
   3. Review of 29 CFR 1926
   4. Pressure Differential Systems

5. Work practices including hands on or on-job training
6. Personal Decontamination procedures
   a) Air monitoring, personal and area

1.5 MEDICAL EXAMINATIONS:

A. Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour Time Weighted Average. In the absence of specific airborne fiber data provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individuals ability to work in environments capable of producing heat stress in the worker.

1.6 SUBMITTALS:

A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

B. AHERA Accreditation: Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.

C. Texas State License: Submit copies of state licenses for each worker as issued by the Texas Department of Health.

D. Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.

E. Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
   1. Name and Social Security Number
   2. Physicians Written Opinion from examining physician including at a minimum the following:
      a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
      b) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
      c) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
      d) Copy of information that was provided to physician in compliance with 29 CFR 1926
      e) Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
   3. Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING:

A. Coveralls: Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.

2.2 ENVIRONMENTS DURING COLD WEATHER

A. Cold Weather Gear:
1. Provide each worker with an insulated jacket, pants, gloves, and hat.
2. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit.
3. Dispose of cold weather gear as asbestos waste at completion of all work.

B. Boots:
1. Provide work boots with non-skid soles, and where required by OSHA, foot protectives, for all workers.
2. Provide boots at no cost to workers.
3. Paint uppers of all boots red with waterproof enamel.
4. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with asbestos-containing material.
5. Dispose of boots as asbestos-contaminated waste at the end of the work.

C. Hard Hats:
1. Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner.
2. Label hats with same warning labels as used on disposal bags.
3. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury.
4. Provide hard hats of type with plastic strap type suspension.
5. Require hats to remain in the Work Area throughout the work.
6. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

D. Goggles:
1. Provide eye protectives (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.
2. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.

E. Gloves:
1. Provide work gloves to all workers and require that they be worn at all times in the Work Area.
2. Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the work.

2.3 ADDITIONAL PROTECTIVE EQUIPMENT:

A. Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Owner's Representative, Project Administrator, and other authorized representatives who may inspect the job site. Provide two (2) respirators and six (6) complete coveralls and, where applicable, six (6) respirator filter changes per day.

PART 3 - EXECUTION

3.1 GENERAL:

A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

B. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES:

A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:

B. Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:

C. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

D. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:

1. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
2. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
3. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
4. Carefully wash facepiece of respirator inside and out.
5. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.
6. Shower completely with soap and water.
7. Rinse thoroughly.
8. Rinse shower room walls and floor prior to exit.
9. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

E. Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room

require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

F. Within Work Area:

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, and then dress in street clothes before entering the non-Work Areas of the building.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT:

A. Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

END OF SECTION - 01561

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME_____ DATE_____

PROJECT ADDRESS_____

CONTRACTOR'S NAME_____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

Physical characteristics of asbestos
Health hazards associated with asbestos
Respiratory protection
Use of protective equipment
Pressure Differential Systems
Work practices including hands on or on-job training
Personal decontamination procedures
Air monitoring, personal and area

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature_____Social Security No_____

Printed Name_____Witness_____

SECTION 01562 - RESPIRATORY PROTECTION (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

1.2 SUBMITTALS:

A. Before Start of Work submit the following to the Owner's Representative for review.

1. Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.
2. System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.
3. Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
4. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

1.3 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

A. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade H or CSA Z180.1 whichever presents the more stringent quality standard:

B. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D.

PART 2 - EQUIPMENT

2.1 SUPPLIED AIR RESPIRATOR SYSTEMS:

A. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.

1. Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

2. Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency backup HEPA filter.
3. Backup air supply:
   a) Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure.
   b) Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.
4. Warning device: Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use in all parts of the Work Area and at the compressor. Connect alarm to warn of:
   a) Compressor shut down or other fault requiring use of backup air supply
   b) Carbon Monoxide (CO) levels in excess of 5 PPM/V
5. Carbon Monoxide (CO) Monitor: Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".
6. Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:
7. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply.
8. Compressor temperature exceeds normal operating range.
9. Compressor Motor - Provide a compressor driven by an electric motor. Do not use a gas or diesel engines to drive compressor. Insure that electrical supply available at the work site is adequate to energize motor.
10. Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
11. Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.
12. After-Cooler: Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

PART 3 - EXECUTION

3.1 GENERAL:

A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

B. Respiratory protection will be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

C. Respirators shall be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714.

D. Regardless of Airborne Fiber Levels: The minimum level of respiratory protection used shall be a powered air-purifying respirator (PAPR) with high efficiency filters.

E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.2 FIT TESTING:

A. Initial Fitting:

1. Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist.
2. Fit types of respirator to be actually worn by each individual.
3. Allow an individual to use only those respirators for which training and fit testing has been provided.

B. On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.

C. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:

A. Provide Respiratory Protection as indicated in paragraph below.

B. Powered air purifying - full face mask:

1. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement.
2. Require that regardless of flow, filter cartridges be protected from wetting during showering.
3. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing.
4. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

END OF SECTION - 01562

SECTION 01563 - DECONTAMINATION UNITS (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

PART 2 - EXECUTION

2.1 PERSONNEL DECONTAMINATION UNIT:

A. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.

B. Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.

1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.
2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
3. Provide posted information for all emergency phone numbers and procedures.

2.2 EQUIPMENT DECONTAMINATION UNIT:

A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.

B. Arrange with airlocks between rooms as required below.

2.3 CONSTRUCTION OF THE DECONTAMINATION UNITS:

A. Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.

B. Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.

C. Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

D. If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".

E. Visual Barrier: Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.

F. Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

2.4 CLEANING OF DECONTAMINATION UNITS:

A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

B. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

END OF SECTION - 01563

SECTION 01701 - PROJECT CLOSEOUT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

1. Inspection procedures.
2. Project record document submittal.
3. Submittal of warranties.
4. Final cleaning.

B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through - 16.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. Advise Owner of pending insurance change over requirements.
2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

B. Inspection Procedures:
1. On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements.
2. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
3. The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed.
4. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance complete the following. List exceptions in the request.

1. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

2. Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.
3. Submit final meter readings for utilities, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. The Owner's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.
2. Upon completion of reinspection, the Owner's Representative will prepare a Certificate of Final Acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
3. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General:

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

B. Record Drawings:

1. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings.
2. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown.
3. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings.
4. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
5. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
6. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
7. Note related Change Order numbers where applicable.
8. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications:

1. Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.
3. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
4. Note related record drawing information and Product Data.
5. Upon completion of the work, submit record Specifications to the Owner's Representative for the Owner's records.

D. Miscellaneous Record Submittals:

1. Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work.
2. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
3. Submit to the Owner's Representative for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General:

1. General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning:

1. Employ experienced workers or professional cleaners for final cleaning.
2. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
3. Comply with manufacturer's instructions.
4. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
5. Remove labels that are not permanent labels.
6. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition. Leave concrete floors broom clean.
7. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
8. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

C. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.

D. Compliance:

1. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
2. Do not burn waste materials.
3. Do not bury debris or excess materials on the Owner's property.
4. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
5. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01701

SECTION 01711 - PROJECT DECONTAMINATION (ASBESTOS)

PART 1 - EXECUTION

1.1 GENERAL:

A. Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.

B. Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Work Area.

1.2 START OF WORK:

A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.

B. Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:

1. Primary Barrier: Two layers of polyethylene sheeting on floor and two layers on walls.
2. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.
3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
4. Decontamination Units: For personnel and equipment in operating condition.

C. Pressure Differential System: In operation.

1.3 FIRST CLEANING:

A. First Cleaning:

1. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum.
2. Do not perform dry dusting or dry sweeping.
3. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste.
4. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
5. Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Asbestos-Containing Waste Material.

B. SECOND CLEANING:

1. Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.
2. Encapsulation of substrate: Perform encapsulation of substrate from which asbestos-containing materials have been removed at this time. Maintain Pressure

Differential System in operation during encapsulation work. Perform work only after meeting the following requirements:

a) Surfaces to be covered have met the requirements for a visual inspection in this section.
b) Airborne fiber counts in the Work Area are at or below 0.01 fibers per cubic centimeter as measured by phase contrast microscopy.

3. Removal of Primary Barriers:
4. Immediately following the second cleaning of the Primary plastic, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only:
   a) Critical Barrier: Which forms the sole barrier between the Work Area and other portions of the building or the outside.
   b) Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
   c) Decontamination Unit: For personnel, in operating condition.
   d) Pressure Differential System: Maintain in continuous operation.

1.4 FINAL CLEANING:

A. Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.

B. Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied fireproofing before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

1.5 VISUAL INSPECTION:

A. After the work area is allowed to dry for 24 hours, a final visual inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; will be performed. If any debris, residue, dust or other matter is found, repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if no residue, dust, or other materials are found, the visual inspection is complete.

B. Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

1.6 FINAL AIR SAMPLING PCM:

A. Phase Contrast Microscopy (PCM): After the Work Area is found to be visually clean, aggressive air clearance will take place. The air will be agitated by use of an electric-powered leaf blower. Maintain air disturbance with the use of box fans. Air samples will be collected and analyzed in accordance with the procedure for Phase Contrast Microscopy set forth in Section 01714 Work Area Clearance:

   1. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.
   2. If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

1.7 REMOVAL OF WORK AREA ISOLATION:

A. After all requirements of this section and Section 01714 Work Area Clearance have been met:

1. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
2. Remove Personnel Decontamination Unit.
3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01711 Cleaning & Decontamination Procedures.
4. Remove all equipment, materials, debris from the work site.
5. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos Containing Waste Material.

END OF SECTION - 01711

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF THE WORK:

A. The work includes the removal of any asbestos-containing debris that has fallen from insulation, firestop, etc. The work includes:

1. Removal and disposal of visible debris.
2. HEPA vacuuming the floor located in the vicinity of the material.
3. Proceed with one layer of 6 mil poly on the ground under glovebag operations.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL:

A. Complete the following before start of work of this section:

1. 01527 - Regulated Areas
2. 01562 - Respiratory Protection

3.2 WET CLEANING:

A. Accomplish wet cleaning during decontamination with paper towels or disposable rags:

1. Immerse paper towel or rag in container of water with surfactant, or diluted removal encapsulant;
2. Wring out;
3. Fold into quarters;
4. Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used;
5. Dispose of paper towel or rag,
6. Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container and refill.
7. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS

A. Work of this Section is limited to the cleanup of a small quantity of amassed debris which has fallen from an architectural finish or thermal insulation on pipes and other thermal equipment.

B. Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

1. Shut down all ventilation into room.

2. Start HEPA vacuum before entering the area.

3. Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the work area to the site of the fallen material.

4. Remove all small debris with the HEPA vacuum.

5. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.

6. Pick up such pieces and place in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Asbestos-Containing Waste Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.

7. Remove all remaining visible debris with HEPA vacuum.

8. HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.

9. Place a 6 mil polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.

10. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.

11. Repair or remove remaining material.

12. HEPA vacuum ladder and/or any tools used and pass out of the work area.

3.4 CLEANING AND DECONTAMINATING OBJECTS

A. Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 01527.

B. HEPA vacuum all surfaces of object and immediate area before moving the object.

C. Pick-up object, if possible, and HEPA vacuum all surfaces.

D. Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.

E. Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.

F. Return object to its original location.

END OF SECTION - 01712

SECTION 01714 - WORK AREA CLEARANCE (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.

1. Visual Inspection: required as a prerequisite of air testing, is set forth in Section 01711 Project Decontamination.
2. Air Monitoring: performed by the Owner during abatement work.

1.2 CONTRACTOR RELEASE CRITERIA:

A. The Asbestos Abatement Work Area is cleared when the Work Area is visually clean and airborne asbestos fiber concentrations have been reduced to the level specified below.

1.3 VISUAL INSPECTION:

A. Work of this Section will not begin until the visual inspection described in Section 01711 Project Decontamination is complete and has been certified by the Project Administrator.

1.4 AIR MONITORING:

A. To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.

1. PCM samples will be secured as indicated below.
2. Work Area Clearance: final clearance samples will be taken using aggressive sampling technique as per Texas Department of Health Regulations. Upon meeting the PCM Clearance requirements the work of Section 01711 Project Decontamination can continue.

1.5 PHASE CONTRAST MICROSCOPY:

A. In each homogeneous Work Area after completion of all cleaning work, a minimum of 5 samples will be taken and analyzed according to NIOSH METHOD 7400.

B. Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below 0.01 fibers/cc. If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 01712 shall be repeated.

1.6 LABORATORY TESTING:

A. PHASE CONTRAST MICROSCOPY:

1. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, so that verbal reports on air samples can be obtained immediately. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.

END OF SECTION - 01714

SECTION 02072 - LEAD ABATEMENT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

A. Contractors must be familiar with the contents of this document, included but not limited to the following:

1. Worker Protection
2. All types of Lead-Based Paint (LBP) Testing
3. Acceptable and unacceptable abatement methods
4. Measures for control and containment of lead dust and debris
5. Disposal requirements

B. In addition, the Contractor must be able to substantiate sufficient prior de-leading experience and/or education providing same with the foresight of the prevailing LBP abatement techniques and safety practices contained herein.

C. Contractors should be experienced in guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.

1.2 SCOPE

A. This portion of the work covers the removal and legal disposal of various materials which contain lead-based paint (LBP) **as outlined in Section 01013.**

B. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint abatement or removal of items bearing lead-based paint under this contract in accordance with the following specifications.

C. The following methods shall be adhered to during the abatement activities. Any deviation from this list shall require Consultant's prior approval:

a) HEPA vacuum visible debris in vicinity of proposed containment area.

b) HEPA vacuum loose lead-based paint from exterior surface of all painted ceilings and walls. Wash down with a 5% trisodium phosphate solution and remove loose paint chips.

D. APPLICABLE REGULATIONS, CODES AND STANDARDS

1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance will all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.

2. Applicable documents include but are not limited to the following:

a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);

b) OSHA 29 CFR 1910.1025, Lead, General Industry;

c) OSHA 29 CFR 1910.1200, Hazard Communication;

d) OSHA 29 CFR 1910.134, Respiratory Protection;

e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;

f) OSHA 29 CFR 1926.59, Hazard Communication;

g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;

h) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and

i) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)

3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.

4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.

5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

1.3 NOTICES AND SUBMITTALS

A. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative and OEHS:

a) The names and addresses of certified workers responsible for performing the lead paint abatement operations;

b) Assurance that the results of worker medical examinations for blood lead level tests are below OSHA guidelines;

c) Worker lead abatement training certificates;

d) Material Safety Data Sheets (MSDSs) for products and chemicals to be used for abatement or stored at the job site, so that wasted can be properly identified;

e) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project;

f) The starting and completion dates of the abatement work; and

g) Detailed Work Plan documenting the techniques used to comply with these specifications and applicable regulations.

(1) Location and layout of decontamination areas;

(2) Sequencing of the work activities;

(3) Interface of trades involved in the work;

(4) Work schedule including work shift time and number of employees;

(5) Methods to be used to assure the safety of workers and visitors to the site;

(6) Product name and description of equipment and products utilized for removal operations;

(7) Air monitoring sample analyses;

(8) Plan for decontamination and personal hygiene facilities for workers.

2. Before abatement operations may commence, the Contractor shall submit his Work Plan to the Owner's Representative for review and approval.

3. During performance of the work, the Contractor shall provide to the Owner's Representative:

a) Results of OSHA compliance air sampling conducted on Contractor's employees.

b) Daily Log.

1.4 DAILY LOG

A. The Contractor shall maintain a project log book which will, at a minimum, contain and conform to the following:

1. Documentation of all notices and submittals

2. Permits

3. Medical records - proof of employee physicals

4. Emergency notification data

5. Respiratory fit test records for workers on the project.

6. Training records for workers on the project.

7. Sign-in log, filled out daily or as required:

a) Name

b) Time entered/exited

c) Affiliation and purpose

d) Date

e) Description of activity performed

f) Description of daily work performed

g) Any damages to the structure

h) Any accidents (including minor accidents)

i) Results of any air samples collected by the Contractor

j) Signature of the Contractor's on-site project superintendent.

1.5 SIGNAGE

A. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.

WARNING LEAD WORK AREA POISON NO SMOKING OR EATING

1.6 CONTROL OF ACCESS

A. No one may enter or remain in a regulated work area at any time during a lead abatement procedure which involves the on-site removal of lead paint, unless that person is:

1. The Contractor engaged in lead abatement procedure and his employees.
2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

1.7 WORKER PROTECTION

A. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards. Regulatory exposure limits are outlined in TABLE 1:

B. The following procedures and protocols shall apply to all LBP removal:

1. Prior to completion and submittal by the Contractor of the Exposure Assessment for this project and its approval by the Owner's Representative, exposure levels for workers shall be assumed by task, and interim protective measures shall be implemented. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed.

2. Per TABLE 2, Interim Protective Measures Based on Work Activity Type, Lead Safety and Health Plan:

a) Minimum respiratory protection for work assumed to result in interim exposure levels between 50 and 500 $\mu g/m^3$ is a half facepiece respirator with HEPA filters.

b) Personal protective equipment provided by the Contractor shall include disposable clothing, e.g., TYVEK, for workers.

c) Hygiene facilities including 2-chamber "clean" and "dirty" decontamination areas, showers, handwashing facilities, and lead-free eating facilities shall be provided.

d) Waste water from showers and hand washing facilities shall be collected, filtered through a system capable of trapping particles 5 microns or larger, and disposed of into a local sanitary sewer system.

(1) It is the Contractor's responsibility to comply with any local wastewater systems' regulations regarding the disposal of wastewater from lead abatement activities.

(2) In the event contaminated water leaks from the work area, storage areas, trash receptacle, etc., the areas and surfaces coming in contact with the contaminated water shall be considered contaminated. Proper clean-up procedures shall commence at once.

(3) The Contractor is advised that discharges of lead into the water or in locations where it could be carried by rain water into storm sewers or bodies of water are strictly prohibited and shall be considered a violation of the Clean Water Act.

e) Initial biological monitoring is required for interim work activities.

f) Training of workers regarding Hazard Communication, use of respirators, and safety and health issues is required.

(1) After review and approval by the Owner's Representative of the Contractor's Exposure Assessment, worker protection measures shall be based on measured exposure levels and shall be per the Lead Safety and Health Plan and associated Lead Compliance Program.

g) Respiratory protection of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan:

(1) All workers inside the work area shall wear the proper respirator for the lead dust level generated.

(2) Workers must be properly trained in the use, care, and maintenance of respirators. Contractor shall provide documentation for workers showing that all workers have been fit tested for respirator usage in accordance with Contractor's formal, written Respiratory Protection Program.

h) Personal protective equipment of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan.

(1) Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.

(2) Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.

(3) Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating products. The Contractor shall consult the MSDSs for the product(s) and shall obtain the proper filters as necessary.

i) Decontamination and personal hygiene practices for workers shall be in accordance with applicable regulations and these specifications. Contractor shall provide "wet" decontamination enclosures for areas of LBP removal. At least one such enclosure shall be constructed on each floor. The Contractor may use the same decontamination enclosure for removal of asbestos and LBP.

j) Provide suitable Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, with a minimum of a Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.

k) Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the work area after undressing in the equipment room.

l) Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:

(1) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.

(2) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. A clean room will be provided by the Contractor for workers to put on suits and other personal protective equipment and to store their street clothes. Disposable suits shall be used once, then shall be properly discarded.

(3) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving

the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

(4) Lavatory facility must be provided by the Contractor and should be located outside the regulated work area. The eating and drinking area, the clean room, and the lavatory facility must be maintained in a clean and orderly fashion at all times. The Contractor will provide portable lavatories when needed and will disinfect them daily.

m) If worker exposure to airborne lead exceeds 50 $\mu g/m^3$ (PEL),

(1) Contractor must provide showering facilities. Shower water must be heated. All water must be collected and tested for hazardous wastes before disposal.

(2) All workers must shower upon leaving the work area.

(3) Decontamination shall be in three stage, i.e., Dirty Room - Airlock, Shower - Airlock, Clean Room.

1.8 CONTROL OF EMISSION AND DUST

A. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10-mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.

B. Barriers shall have:

1. Wood or metal studs, 16 in. on-center, faced with 3/8 in. plywood sheeting on work side only, and
2. Both sides of barrier covered with at least one layer of 6-mil plastic sheet with joints staggered and sealed with tape. Edges of barrier connected to floor, walls, and ceiling shall be secured and sealed airtight.

C. Interior Containment: Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust, in accordance with the Lead Compliance Program, including the utilization of HEPA filter on tools that have the potential for creating dust and airborne contamination.

D. Isolate the work area from all adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the work area.

E. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.03 inches of water. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

F. When installing component(s) on lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.

G. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

1.9 AIR MONITORING, INSPECTION AND FINAL CLEARANCES

A. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.

B. The Contractor is responsible for conducting the Exposure Assessment for the project. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.

C. Worker exposure levels shall be evaluated with respect to the OSHA Action Level (30 $\mu g/m^3$) and the Permissible Exposure Level (50 $\mu g/m^3$) as 8-hour Time-Weighted Averages. If measured exposure levels exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels, and shall change protective measures for workers to the next higher level of protection (see TABLE 3) before re-assuming operations.

D. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall reclean the entire work area and a repeat of the detailed visual inspection will occur.

E. When the post abatement visual inspection has been completed, surface wipe sampling, using commercial wipes moistened with a non-alcohol wetting agent, shall be conducted by the Consultant. A minimum of three wipe samples will be collected and analyzed for each work area. Further cleaning will be required in any area where the result is in excess of 800 milligrams per square foot.

F. The Owner will pay for the first set of wipe samples. The Contractor is responsible for payment of all subsequent tests, at a cost of $150 per wipe sample.

G. The Owner's Representative may provide other independent wipe testing and air monitoring services during the conduct of the project.

PART 2 - PRODUCTS

2.1 CLEANING SOLUTIONS

A. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

2.2 DISPOSAL

A. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.

B. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.

C. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.

D. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

PART 3 - EXECUTION

3.1 METHODS OF ABATEMENT

A. Removal: (Reserved)

B. Abrasion: Remove lead-based paint by machine sanding, using a high efficiency particulate air (HEPA) filtered dust collection attachment.

1. Sanders shall be of the dual action, rotary action, orbital or straight line system type, fitted with a HEPA dust pick-up system.

2. Air compressors utilized to operate this equipment shall be designed to continuously provide 90 to 110 psi or as recommended by the manufacturer.

3. Sanding shall only be done on flat surfaces which allow the HEPA dust collection system to come into tight contact with the surface being sanded. Surfaces to be sanded shall be wide enough to allow maximum efficiency of the HEPA dust collection system.

4. All lead-based paints shall be removed down to the bare substrate surface. In cases where some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the sanding machine.

C. Heat Blower Gun: Remove lead-based paint by heat, using a heat blower gun followed by scrapping.

1. Electrically operated, heat-blower gun shall be a flameless electrical paint softener type. Heat-blower shall have electronically controlled temperature settings to allow usage below a temperature of 700°F. Heat-blower shall be DI type (non-grounded) 120v, AC application. Heat-blower shall be equipped with various nozzles to cover all common applications (cone, fan, glass protector, spoon reflector, etc.)

2. Hot air stream from the heat-blower gun shall be directed at the painted surface and the paint allowed to blister and soften. Considerable lead is volatilized from lead-based paint and lead fumes are released at approximately 700°F. Heat-blower shall not be operated above 700°F and respirator protection is required for all persons in the work area.

3. Softened paint shall be removed down to the substrate surface as completely as possible by scraping and/or brushing. In cases that some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the scraping or brushing.

4. Care shall be taken to protect glass in windows and doors, and adjacent areas from damage from thermal stresses induced by the concentrated heat of the heat-blower gun. Damages to non-protected glass and adjacent areas from thermal stresses shall be repaired at the Contractor's expense.

D. On-Site Chemical Removers: The following is not a recommended method. However, the Contractor may use this method, but only with the Consultant's prior approval.

1. Remove lead-based paint by scraping and/or brushing after the paint has been softened by the application of a chemical stripping agent. Exterior applications may be removed by water jet washing method on masonry substrates only.

2. Chemical removers shall contain no methylene chloride products.

3. Chemical removers shall be compatible with, and not harmful, to the substrate that they are applied to.

4. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, brick and other masonry construction.

5. Chemical removers used on interior surfaces shall not raise or discolor the surface being abated.

6. Chemical stripping agent neutralizers may be used on exterior surfaces only. Neutralizers shall be compatible with and not harmful to the substrate they are applied to. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate.

7. Chemical stripping agents and neutralizers shall be applied in accordance with the recommendations of the manufacturer. Stripping agents shall not be allowed to penetrate wood or other fibrous substrates. Softened paint shall be removed by scraping or wire brush.

8. Contractor shall protect adjacent areas from damage from stripping agent during the course of work. Damages to non-protected adjacent areas from stripping agent shall be repaired at the Contractor's expense.

E. Enclosure of Exterior Substrate: (Reserved)

3.2 CLEAN UP OF WORK AREA

A. Clean-up shall be performed by lead abatement workers as follows:

1. After the abatement work has been completed, remove all debris and dispose of it in designated containers:

2. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags;

3. Wrap disassembled lead-painted building components (door sections, handrails, pipe sections) in two layers of minimum 6 mil polyethylene sheeting, secure and seal with tape, label as waste, and temporarily store for testing and disposal.

4. HEPA vacuum clean all surfaces in the interior work area including woodwork, metal work, walls, windows, floors, ceilings, steps, etc.;

5. After vacuum cleaning, phosphate wash all floors in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water;

6. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains;

7. After all the work is completed, but before release of the work area, perform final clean-up and request that DOE personnel conduct the wipe test(s) for final clearance.

3.3 WASTE DISPOSAL

A. The Contractor shall remove daily all lead waste from the work area.

B. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.

1. During the actual abatement, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.

C. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.

1. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.

2. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).

3. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.

4. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.

5. The following waste materials will be tested to determine whether or not they are hazardous wastes:

a) Paint chips (having a lead concentration greater than 1% is considered a hazard);

b) Waste water;

c) Dust from HEPA filters and from damp sweeping;

d) Paint and plaster removed from building;

e) Plastic sheets, duct tape, or tape used to cover floors and other services during the lead-based paint removal;

f) Solvents and caustics used during the stripping process;

g) Liquid waste, such as wash water used to decontaminate wood after solvents have been used, and liquid waste water from exterior water blasting;

h) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, abatement and cleanup;

i) Disposable work clothes and respirator filters;

j) Any other items contaminated with lead-based paint.

6. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.

a) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.

b) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.

c) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.

7. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.

a) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.

b) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.

c) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.

d) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner' s Project Management team and Environmental Management and Hazardous Waste Program.

3.4 POST ABATEMENT SUBMITTALS

A. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and OEHS. Each set of submittals will be bound using three-hole punch paper.

B. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.

C. The Contractor shall submit to the Owner's Representative marked-up as-built drawings showing in bold letters that all components with surfaces with lead paint have been removed or abated and describing such locations.

D. The Contractor shall submit to the Owner's Representative copies of all records indicating that the renovation work has been performed in compliance with applicable regulation, these specifications, and the Lead Safety and Health Plan.

PART 4 - LEAD SAFETY AND HEALTH PLAN

4.1 PURPOSE

A. Inorganic lead is a systemic poison that adversely affects the blood, nervous and urinary (kidney) systems, the reproductive system for both males and females, and poses risks to the fetus. Exposure to inorganic lead in the oil industry stems primarily from activities involving lead-based paints which have been used in almost every field location at some time or other. This Lead Safety and Health Plan establishes the procedures required for workers when performing work activities where inorganic lead is present.

4.2 REFERENCES

A. OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule)

B. OSHA 29 CFR 1910.1025, Lead, General Industry

C. OSHA 29 CFR 1926.350-354, Welding, Cutting and Heating

D. OSHA 29 CFR 1910.134, Respiratory Protection

E. OSHA 29 CFR 1926.59, Hazard Communication

F. US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990

4.3 COVERED ACTIVITIES

A. This Plan covers all work activities that involve materials containing greater than 0.05% or 1.0 mg/cm^2 inorganic lead. This Plan is not applicable to organic lead, such as lead alkyls.

B. Work activities that are specifically covered by this Plan include, but are not limited to new construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, including:

1. Spray painting with lead paint;
2. Abrasive blasting lead-containing paint or rust of scale from equipment that has been in lead alkyl service (e.g., leaded gasoline); and
3. Welding, cutting, torch burning on surfaces with lead-based paints.
4. Removal or encapsulation of lead-containing materials.

5. Demolition or salvage of structures with lead-containing materials.
6. Installation of products containing lead.
7. Cleanup activities associated with abrasive blasting lead paint.
8. Transportation, disposal, storage, or containment of lead-containing materials.
9. Maintenance activities where there is the possibility of exposure to lead-containing measures.

4.4 WRITTEN COMPLIANCE PROGRAM

A. A written compliance program is required for any job where workers may be exposed to lead.

B. The program shall be specific project oriented.

C. The compliance program shall, at a minimum, cover in detail the elements included in this Plan.

D. A competent person shall be assigned responsibility for the project and the implementation of the compliance program and shall make frequent inspections of the project to assure compliance with the written program.

E. The competent person shall be capable of identifying and/or predicting lead hazards on the job, and shall have the authorization to take corrective measures to remediate such hazards.

4.5 EXPOSURE LIMITS

A. Certain exposure levels shall be assumed, and interim protective measures shall be implemented, for certain work activities until an exposure assessment has been made.

1. These work activities and the assumed exposure levels are summarized in Sections H.2 and H.3, and TABLE 2.

B. A Regulated Area shall be established in areas that exceed or can be reasonably expected to exceed the PEL without regard for the use of respirators, or where interim protective measures are required.

4.6 EXPOSURE MONITORING

A. Initial monitoring must be conducted for all lead-related activities. Representative breathing zone measurements shall be made in accordance with OSHA regulations (29 CFR 1926.62).

1. Initial monitoring is still required for the specific activities where interim protective measures have been implemented.

B. Periodic monitoring shall be conducted based on the initial monitoring results according to the following schedule:

1. TWA < 30 $\mu g/m^3$ (TWA < Action Level): None required.
2. $\mu g/m^3$ < TWA < 50 $\mu g/m^3$ (AL < TWA < PEL): Every 6 months.

3. TWA > 50 μg/m³ (TWA exposure > PEL): Quarterly.

4. Periodic monitoring frequency may be reduced or curtailed based on the results of two consecutive measurements taken at least 7 days apart.

C. Monitoring data collected by the Contractor within the past 12 months may be used as the exposure assessment provided the conditions under which the data were collected are representative of the current project, such as:

D. Processes, type of material, control methods, work practices, and environmental conditions are similar to the current project.

E. Workers shall be notified of the sampling results within 5 working days of completion of the exposure assessment.

F. Workers or designated representatives may observe monitoring.

4.7 PROTECTIVE MEASURES

A. Protective measures are required if workers' measured exposures are greater than the PEL.

B. A summary of the protective measures required based on actual exposure data is given in TABLE 3.

C. Interim Protective Measures are required for certain work activities involving lead. An exposure level is "assumed" and appropriate worker protection measures must be implemented until the actual exposure is determined.

1. The most common work activities where interim worker protection measures are required upon commencement of the work include:

a) Spray painting with lead paint, manual demolition, manual scraping;

b) Using a power tool to remove lead without a collection system, cleanup of lead contamination or of dry abrasive blasting materials containing lead.

c) Abrasive blasting lead-containing materials, welding, cutting, or torch burning on lead-containing materials.

2. After the actual exposure level has been determined, and if the work activity is still on-going, the protection measures can be "tailored" to meet the requirements for that exposure level. Generally, respiratory protection requirements will be the major item of change once the actual exposure is determined. Additional measures such as showers and additional medical surveillance may be required if exposure >PEL is confirmed.

D. A summary of the interim protective measures required based on specific work activity is given in TABLE 2.

E. Respiratory protection shall be provided in accordance with TABLES 1 and 3.

1. Powered Air Purifying Respirators (PAPR) shall be provided for half-facepiece respirators at the worker's request.

2. When abrasive blasting in an open area, any worker within 50 ft of the operator shall have the equivalent respiratory protection as the operator.

F. Personal protective clothing

1. Disposable clothing, e.g., TYVEK, shall be provided.
2. Dedicated, re-usable clothing may be provided but must be laundered according to the schedule in TABLE 1.

G. The following hygiene facilities shall be provided:

1. Change areas segregated into a "clean" and "dirty" side to prevent cross-contamination.
2. A wet decontamination facility shall be constructed in each work area.
3. Reasonably accessible handwashing facilities must be provided for all lead work activities.
4. Eating facilities shall be provided outside of the area of contamination and shall be kept as free of lead contamination as practicable.

H. Specific worker hygiene practices are covered in detail in the written Compliance Program and shall be enforced by the employer.

4.8 MEDICAL SURVEILLANCE

A. Biological monitoring shall consist of sampling and analyzing the blood for lead and zinc protoporphyrin (ZPP).

1. Initial biological monitoring is required for interim work activities.

B. Medical surveillance shall consist of sampling and analyzing the blood for lead and ZPP as well as a medical examination.

1. Medical surveillance is required for workers exposed to > AL for more than 30 days in a consecutive 12 months.

C. Additional biological monitoring is required every two months whenever the last blood sample indicates a blood level > 40 µg/deciliter (40 µg/dl).

D. Workers must be removed from exposure (with benefits protected) if medical monitoring indicates a blood level in excess of 50 µg/dl of blood if the worker is exposed at or above the Action Level.

4.9 INFORMATION AND TRAINING

A. Workers exposed at or above the Action Level shall be trained in the following:

1. Contents of the OSHA Standard 29 CFR 1926.62.
2. Specific nature of the operations where lead is present.
3. Purpose, selection, fitting, use and limitations of respirators.
4. Adverse health effects of lead, including reproductive effects to males and females and effects on the fetus.
5. Engineering controls and work practices.
6. Contents of the written Compliance Program for the project.

7. Instructions that chelating agents should not be routinely used and should not be used except under the direction of a physician.

8. Medical surveillance program and access to medical records (29 CFR 1910.20).

B. Workers shall also have appropriate Hazard Communication, Respiratory Protection, and other applicable safety and health training.

4.10 CONTRACTOR

A. Contractor performing work subject to this Lead Safety and Health Plan shall be notified of their obligation and responsibility to conduct work according to this Plan or OSHA 29 CFR 1926.62.

B. Contractor shall have a written Compliance Program for their work.

C. Contractor may rely on their documented exposure data in developing their Compliance Program provided it is representative of the work activity and conditions under which the work will be performed.

TABLE 1 - EXPOSURE LIMITS

Time Weighted Average (TWA) Exposures[1]	8-Hour TWA	12-Hour TWA	Adjustment for Longer Shifts
Permissible Exposure Limit (PEL)	50 µg/m³	33.3 µg/m³	400 µg/m³ /hours worked
Action Level (AL)	30 µg/m³	20 µg/m³	240 µg/m³ /hours worked

TABLE 2 - INTERIM PROTECTIVE MEASURES BASED ON WORK ACTIVITY TYPE

Interim Protective Measures Required The protective measures marked by (X) in the boxes below are required until actual exposures can be demonstrated. Once exposure assessment is determined, protection measures (particularly respiratory protection) can be tailored to the actual "measured" exposure level. Interim Exposure (µg/m³)	Activity Manual demo of structures (e.g., dry wall); manual scraping; manual sanding; heat gun applications; power tool cleaning w/dust collection; spray painting w/lead paint 50-500	Activity Cleaning w/power tool w/o dust collection; clean-up of lead contamination; rivet busting 500-2500	Activity Abrasive blasting; welding; cutting; torch burning >2500
Respiratory protection	X	X	X
- Half facepiece w/HEPA filters	X	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode		NO	NO
- Full facepiece w/HEPA filters		X	NO

[1]Without regard to respirators

- Powered Air Purifying Respirator (PAPR) w/HEPA filters		X	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure			X
- SCBA or Type C or CE supplied air w/escape			X
Personal protective clothing and equipment	X	X	X
Change areas	X	X	X
Handwashing	X	X	X
Biological (blood) monitoring	X	X	X
Training	X	X	X
Warning signs - regulated area	X	X	X
Laundering (weekly; daily if > 200 µg/m³)	REC	REC	REC
Showers	REC	REC	REC

* Respirators specified for higher concentrations may be used for lower concentrations of lead.
X = Required
N/R = Not Required
NO = Not Allowed
REC = Recommended

TABLE 3 - PROTECTIVE MEASURES BASED ON MEASURED EXPOSURE

"Measured" Exposure in µg/m³	30-50	<500	<1250	<2500	<100000	>100000
Respiratory Protection	N/R					
- Half facepiece w/HEPA filters		X	NO	NO	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode			X	NO	NO	NO
- Full facepiece w/HEPA filters				X	NO	NO
- Powered Air Purifying Respirator (PAPR) w/HEPA filters				X	NO	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure					X	NO
- SCBA or Type C or CE supplied air w/escape						X
Personal protective clothing	N/R	X	X	X	X	X
Change areas	N/R	X	X	X	X	X
Handwashing	X	X	X	X	X	X
Biological (blood) monitoring	X	X	X	X	X	X
Training	X	X	X	X	X	X
Warning signs - regulated area	N/R	X	X	X	X	X
Laundering (weekly; daily if > 200 µg/m³)	N/R	X	X	X	X	X
Showers	N/R	X	X	X	X	X
Medical surveillance	X	X	X	X	X	X

* Respirators specified for higher concentrations may be used for lower concentrations of lead.
X = Required
N/R = Not Required
NO - Not Allowed

END OF SECTION 02072

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

WET REMOVAL:

Thoroughly wet to satisfaction of Owner's Representative asbestos-containing materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any insulation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

Sprayed-on Fireproofing: Spray asbestos-containing fireproofing with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate material completely. Do not over-saturate to cause excess dripping. If surface of material has been painted or otherwise coated cut small holes as required and apply amended water or removal encapsulant from above. After removal of asbestos-containing materials, remove any overspray on walls, decking, and structure above using stiff nylon bristled brush. Use high pressure washer only with written authorization from Owner's Representative.

Pipe Insulation: Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

Floor Tile and/or Mastic: Remove of and dispose of carpet as asbestos-containing waste. Spray material continuously with amended water. Use caution not to overwet. All methods of removal must be approved by the consultant. If solvents are used, the solvent must conform to the following minimum conditions:

1. Flash point (open or closed cup) >200 F
2. Auto Ignition Temperature >600 F
3. Slight odor

4. Ph neutral
5. Aromatic vapors <100 ppm
6. Will not react violently with water

END OF SECTION - 02081

SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF THE WORK:

A. This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal shall be accomplished by land filling at an approved landfill.

1.2 SUBMITTALS:

A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are approved by the Owner's Representative.

1. Copy of state or local license for waste hauler.
2. Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number.
3. Chain of Custody form and form of waste manifest proposed.
4. Sample of disposal bag and any added labels to be used.

B. At time of removal of waste submit copies of all manifests and disposal site receipts to Owner's Representative. Owner to receive first copy (green) and final copy (white) to be sent to OEHS. The Contractor must submit original manifests and disposal receipts.

PART 2 - PRODUCTS:

2.1 Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

A. First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

B. Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

C. Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172, Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ, ASBESTOS, 9, NA2212, RQ = 116.

PART 3 - EXECUTION

Comply with the following sections during all phases of this work:

Section 01560 Worker Protection - Asbestos Abatement
Section 01562 Respiratory Protection

3.1 GENERAL:

A. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.

B. Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following:

1. Two 6 mil disposal bags or
2. Two 6 mil disposal bags and a fiberboard drum or
3. Sealed steel drum with no bag

C. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.

D. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material. Carry extra 6 mil disposal bags in truck.

E. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.

F. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.

G. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.

H. At disposal site unload containerized waste:

1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, rebag immediately on site. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.
2. At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in section 01711 Project Decontamination.

I. Retain receipts from landfill or processor for materials disposed of.

J. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

END OF SECTION - 02084

Amendment to Amendment No. 3
(PROF 16-038/JW)
Taxiway D Phase IV
PO# 0714946

GARVER

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

JACK BROOKS REGIONAL AIRPORT
NEDERLAND, TEXAS
TAXIWAY D PHASE IV RECONSTRUCTION

Garver Project No. 18081500

CONTRACT AMENDMENT NO. 1

This amendment dated, January 16, 2019 shall amend Amendment No. 3 between **Jack Brooks Regional Airport of Jefferson County** (Owner) and **GARVER, LLC** (Consultant), executed January 8, 2018 referred to in the following paragraphs as the original contract.

This Amendment No. 1 to Amendment No. 3 increases the original fee for administration of construction phase and closeout services for this project:

Taxiway D Phase IV Reconstruction

The original contract is hereby modified due to cover the additional construction support services due to contractor schedule overruns, approximately 111 calendar days, for improvements associated with the Taxiway D Phase IV Reconstruction at Jack Brooks Regional Airport:

APPENDIX A – SCOPE OF SERVICES

Appendix A, of the original Amendment No 3 contract is hereby amended to add the following:

Provide construction administration services for the remaining -calendar-day anticipated contract overrun. The proposed fee is based on approximately 26 hours per month, during the remaining 111 calendar days construction contract performance time.

APPENDIX B – FEE SUMMARY

Appendix B, Fee Summary, of the original contract is hereby amended as follows:

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1 FEE AMOUNT	TOTAL FEE AMOUNT	FEE TYPE
Construction Phase Services and Closeout	$98,800.00	$32,900.00	$131,700.00	LUMP SUM
Subtotal for CA Services	$98,800.00	$32,900.00	**$131,700.00**	

The total amount to be paid under this agreement is ***$131,700.00***.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

JEFFERSON COUNTY, TEXAS	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: Jeff R. Branick *Printed Name*	Name: Frank McIllwain *Printed Name*
Title: Jefferson County Judge	Title: Vice President
Date: March 4, 2019	Date: February 27, 2019
Attest: _____ Chief Deputy	Attest: _____

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

APPENDIX B

Taxiway D Ph 4 Reconstruction CPS
Jack Brooks Regional Airport
1/16/2019

FEE SUMMARY - Amendment No 1

Title II Services	
Construction Phase Services and Closeout - Amendment No 1	$32,900.00
Total for Title II Services Amendment	**$32,900.00**

APPENDIX B

Taxiway D Ph 4 Reconstruction CPS

Jack Brooks Regional Airport
1/16/2019
CONSTRUCTION PHASE SERVICES AND CLOSEOUT
Amendment No 1

WORK TASK DESCRIPTION	E-6	E-3	E-1
	hr	hr	hr
1. Civil Engineering			
Progress Meetings with Contractor/Airport	24		
Monthly Pay Requests	6		
RFI's / Construction Clarifications	8		8
Weekly Teleconference Meetings (16)	12		
Resident Construction Observation/Coordination	30		
Prepare Change Orders	4		
2. Electrical Engineering			
RFI's / Construction Clarifications		8	
Resident Construction Observation/Coordination		6	
Subtotal	**84**	**14**	**8**

Hours	**84**	**14**	**8**
Salary Costs	$28,308.00	$2,632.00	$1,080.00

SUBTOTAL - SALARIES: **$32,020.00**

DIRECT NON-LABOR EXPENSES

Miscellaneous Costs	$80.00
Travel Costs	$800.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$880.00**

TOTAL: **$32,900.00**

Amendment No. 1 (PROF 18-001/JW)
PO# 071494

PROPOSED COST ESTIMATE

Tolunay-Wong Engineers, Inc.

Proposal No. P17-B150 Rev. 1 - services in January/Febrary and any remaining work
Date: February 13, 2019
Client: Jefferson County
Project: Jackbrooks Airport Taxiway D Phase IV
Scope: To provide Concrete and Soils Testing as requested by our Client.

Line Item	Service Description	Unit	Quantity	Unit Price	Amount
Construction Materials Testing					
1	Construction Materials Techncian	Hour	68	$ 45.00	$ 3,060.00
2	Vehicle Charge	Day	17	$ 65.00	$ 1,105.00
3	Compressive Strength Beams	Each	128	$ 25.00	$ 3,200.00
4	Nuclear Density Gauge	Day	7	$ 50.00	$ 350.00
5	Sample Pick up	Each	11	$ 150.00	$ 1,650.00
6	Proctor (Stabilized Subgrade)	Each	2	$ 160.00	$ 320.00
7	Coring for depth checks	Day	1	$ 2,325.00	$ 2,325.00
8	Project Management	Hour	3	$ 105.00	$ 315.00
9	Administrative Assistant	Hour	3	$ 65.00	$ 195.00
				TOTAL	**$ 12,520.00**

General Notes:

1. Estimate is based on project information provided to date by the Client and our assumptions provided herein. Unit rates will prevail for actual work
2. Four minimum charge per service call
3. Overtime rate of 1.5 times hourly rate for weekends and holidays.

Liana Collier

CMT DEPARTMENT MANAGER

ATTEST:

Carolyn L. Guidry, County Clerk

Chief Deputy

Date: March 4, 2019

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

Amendment No. 1 (PROF 18-002/JW) 414

ARCENEAUX WILSON & COLE
engineering | surveying | planning

January 25, 2019

Mr. Alex Rupp
Airport Manager
Jack Brooks Regional Airport
Jerry Ware Terminal
6000 Air Line Dr.
Beaumont, Texas 77705

RE: Proposal for Additional Project Representative Services
Taxiway "D" Phase IV

Dear Mr. Rupp,

Thank you for inviting our Proposal to provide Additional Project Representative Services for construction activities at Jack Brooks Regional Airport for the Taxiway "D" Phase IV Project. Based on our understanding of the remaining work on the project we recommend that you budget for approximately 830-man hours of project representative services with approximately 115-man hours at overtime rates. The total cost for the man hours recommended is ***Seventy-Eight Thousand, One Hundred Ninety-Five Dollars*** **($78,195)** or Seventy-Eight Dollars ($78.00) per hour regular time and ($117.00) per hour for overtime. Please sign this proposal in the space indicated to acknowledge your acceptance of this proposal and return to my office. If you have any questions or require additional information, please feel free to contact me by email joe.wilson@awceng.com or call me at 409-724-7888.

Very truly yours,
ARCENEAUX WILSON & COLE LLC

Joe M. Wilson, Jr., P.E.
President

ATTEST M. Judd, Chief Deputy
DATE 3/4/19

COMMISSIONERS COURT JEFFERSON COUNTY TEXAS

Accepted:

March 4, 2019
Jeff R. Branick, Jefferson County Judge Date

409.724.7888
2901 Turtle Creek Dr., Suite 320
Port Arthur, TX 77642
awceng.com

Engineering F-16194 Surveying 10194049

(PROF 19-019/JW)

TOTAL SAFETY®

Building **HEROES.** Protecting **HEROES.**

February 21, 2019

Jefferson County – Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705
ATTN: Alex Rupp
(409) 722-2830
arupp@co.jefferson.tx.us

Subject: **Proposal for Services:** Asbestos/Lead Paint Air Monitoring
Project Site: Hangar 3 Demolition Project - Jack Brooks Regional Airport
Proposal Number: P7169-19

INTRODUCTION

Total Safety U.S., Inc. (Total Safety) is pleased to present the following proposal to provide environmental consulting services to Jefferson County for the asbestos/lead paint removal project for Hangar 3 at the Southeast Texas Regional Airport. This proposal is being sent per your request. . **Total Safety is an accepted vendor for the Region 5 ESC's "Environmental Services (excludes engineering services) #20180404" category by the Southeast Texas Cooperative Purchasing Organization for the contract year of June 1, 2018 to May 31, 2019.**

PURPOSE

The primary purpose of this project is to provide project management, air monitoring services and a final report for the removal of asbestos/lead-based paint at the hangar.

SCOPE OF WORK

Based on our review and understanding of the project, the following tasks are included in the Scope of Work:

- Provide on-site project management/air monitoring during the work
- Provide a final closeout report at the project completion

A description of the proposed tasks is provided in the following paragraph.

Total Safety U.S., Inc.

FEE ESTIMATE

We propose to perform the above-mentioned services for the following fee:

Project Manager/Air Monitoring Technician	**$4,160.00**
Lead Air Laboratory Analysis	**$1,200.00**
Final Report	**$375.00**
TOTAL ESTIMATED AMOUNT	**$5,735.00**

Our terms for payment are net 30 days. Our Terms and Conditions are attached and incorporated herein by reference, which, together with this letter, will constitute the entire agreement between us.

QUALIFICATIONS

Client Responsibilities
Client to provide access to the work area and will notify proper authorities of our presence.

If this proposal is deemed satisfactory, please sign below and return a copy to my email at dward@totalsafety.com and copy shebert@totalsafety.com referencing proposal. Should you have any questions, please contact me at (409) 727-8227.

Sincerely,



Daniel R. Ward
Regional Manager EHS Services
DSHS Asbestos Consultant License No: 10-5479

ATTACHMENTS: Total Safety Terms and Conditions

TERMS AND CONDITIONS

WARRANTY AND LIMITATION OF LIABILITY

Total Safety U.S., Inc., (Total Safety) warrants that work will be performed in accordance with sound practice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location, but makes no other warranty, whether statutory, expressed or implied. **All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.** In the event of an error, omission or other professional negligence or any breach of the above warranty occurring within one (1) year from the substantial completion of the project, the sole and exclusive responsibility of Total Safety shall be to re-perform the deficient work at its own expense. The remedy set forth herein is the client's sole and exclusive remedy for any breach of warranty or failure by Total Safety to comply with the terms of this Agreement.

REPORTS

Reports and recommendations made by Total Safety are only advisory in nature and are intended to assist the Customer in evaluating Customer's facility or operations. They are not intended to imply that no other defects or hazards exist or that all aspects and areas of the facility or operations are clear of hazards at the time of inspection. Final responsibility for the condition and operation of the facility lies with the Customer.

INDEMNITY

Total Safety shall, to the extent permitted by law, indemnify, defend, and hold harmless the Customer from and against any and all claims, demands, complaints or actions of third parties (including employees of the parties or government agencies) arising from or relating to the Services (including personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the negligence, willful misconduct, breach of these terms and conditions, or violation of law of or by Total Safety. The claims, demands, complaints, and actions covered hereunder include all settlements, losses, liabilities, judgements, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

In no event shall either Party have any liability to the other Party for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however cause, and whether in contract, tort, or under any other theory of liability.

PRICES AND PAYMENT TERMS

Unless otherwise agreed by Total Safety, terms are FOB shipping point, net 30 days from date of Total Safety's invoice in U.S. currency. The purchase price and rental price for Equipment and/or Services are as set forth on the Proposal, which does not include sales tax or shipping, and is subject to adjustment annually. Customer shall pay all shipping and handling charges, as quoted or invoiced, regardless of the actual amount of shipping and handling charges applicable at time of shipment.

INSURANCE

Customer shall be named as an additional insured on Total Safety's policies of insurance to the extent of Total Safety's indemnity obligations under this Agreement.

APPLICABILITY

These terms and conditions shall be binding on and inure to the benefit of the personal representatives, the successors, or the assigns of the parties. No waiver or statements by any representative of the service provider will be valid unless contained in this agreement. These terms and conditions constitute the entire agreement between Total Safety and Customer and shall not be amended except in a writing signed by both Parties.

FORCE MAJEURE

Total Safety shall not be responsible for failure to render work due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God.

SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or enforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

GOVERNING LAW, VENUE AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein, exclusive of the choice of law or conflict of laws provisions thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Texas, County of Jefferson, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Texas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

Total Safety Terms & Conditions Accepted for Client

BY: _____ DATE: March 4, 2019

TITLE: Jeff R. Branick, Jefferson County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____ Chief Deputy
DATE 3/4/19

Smart Communications Holding, Inc.
Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between the Jefferson County Sheriff's Office, hereinafter referred to as "you" or "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, Florida 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, the Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, the Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. Use of Systems. Customer grants Provider the exclusive right and license to install, maintain and derive revenue from the Systems through Provider's inmate services and Systems including, without limitation, the related hardware and software, located in the Customer facilities identified on the Schedules. Customer agrees that they will not resell or provide access to Provider's services and Systems directly or indirectly to third parties unless agreed upon in a separate written Agreement. During and subject to the terms and conditions of this Agreement, Provider shall be the sole and exclusive provider in lieu of any other third party provider of the inmate communications services contained within the Schedules, including inmate messaging and email, texting, photo delivery system, electronic education, electronic self-help, court mandated online courses, electronic entertainment, inmate electronic general requests, electronic grievances, electronic medical requests, electronic law library and electronic delivery of routine postal mail.

3. Hardware and Software License. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems.

For services and systems that allows Customer to monitor and archive inmate postal mail, electronic messages, grievances, medical requests, educational and entertainment, by providing the inmate services and Systems, Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. License Restrictions: The Software is to be used solely in connection with Provider's Services by Customer and inmates housed at the Jefferson County Jail in connection with Provider's services and Systems. The Hardware is to be used solely by inmates housed at the Jefferson County Jail to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

(i) permit any parent, subsidiary, affiliated entity or third-party to use the Hardware or Software;

(ii) Rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;

(iii) alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;

(iv) connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;

(v) distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;

(vi) reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;

(vii) defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;

(vii) remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

5. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property and use of the Provider. Upon successful completion of the contract term and renewal periods referenced in Section 6 of this document, ownership of the networking and cabling infrastructure shall pass to the customer. If the contract is terminated for any reason prior to the successful completion of the contract term and renewal periods, Customer agrees to reimburse the provider for the unamortized cost of installation including but not limited to cabling and networking infrastructure. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

6. Term. This Agreement shall commence on the effective date and shall continue for a period of five (5) years from the date of system going live. After the original five (5) year term, this Agreement shall automatically renew for two (2) one (1) year terms unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.

7. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, neither Party shall have any liability for indirect, incidental, consequential, exemplary or special damages of any kind, including damages arising from lost profits, lost saving, lost income, loss of use or other benefit, lost or corrupted data or software, even if the Parties have been advised of the possibility of such damages and regardless of whether caused or contributed to by the negligence of Provider or others and not withstanding anything to the contrary in this Agreement, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.

8. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

9. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. In the case of a demand to cure notification, the notice must be sent via certified mail to Jon Logan at 10491 72nd Street, Seminole, Florida 33777. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party is has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

10. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than $300,000 combined single limit covering all work performed under this contract to insure Smart Communications Holding, Inc., Jefferson County, Jefferson County Sheriff's Department, and its employees. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $300,000 combined single limit covering all work performed under this contact. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by Florida (LAS), Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services. We provide to You.

11. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

12. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

13. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

14. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

15. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with the Jefferson County Jail Commander, or their designees, and shall actively cooperate in all matters pertaining to this Agreement.

16. Public Information. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

17. Access to Management Information. Customer shall have the complete and unlimited right to access any and all information maintained by Provider which may be needed to ensure compliance with the contract terms and conditions, and to monitor contractual compliance. The Provider shall make available all records or data requested.

18. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

19. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

20. Public Entity Crime. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

21. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

23. Governing Law. The parties mutually agree that any litigation arising hereunder shall be brought and completed in Jefferson County, Texas.

24. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.

25. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

26. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

27. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.

28. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

29. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

30. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

32. Cooperative Procurement: This procurement is being conducted on behalf of the Jefferson County Sheriff's Office, Texas. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies

to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.

With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

THIS PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Jefferson County Sheriff's Office

By: _____

Name: ~~Zena Stephens~~ Jeff Branick

Title: ~~Sheriff~~ County Judge

Date: 03/04/2019

Email: _____

Notice Address:
5030 Highway 69 South
Beaumont, Texas 77705

Provider: Smart Communications Holding, Inc.

By: _____

Name: Jon Logan

Title: CEO

Date: 2/13/19

Email: jon.logan@smartcommunications.us

Notice Address:
10491 72nd Street
Seminole, Florida 33777

ATTEST: K. Good - Chief Deputy
DATE: 3/4/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

THIS PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Jefferson County Sheriff's Office Provider: Smart Communications Holding, Inc.

By: _____ By: _____

Name: ~~Zena Stephens~~ Name: Jon Logan Jeff Branick

Title: ~~Sheriff~~ Title: CEO County Judge

Date: 03/04/2019 Date: 2/13/19

Email: _____ Email: jon.logan@smartcommunications.us

Notice Address: Notice Address:

5030 Highway 69 South 10491 72nd Street

Beaumont, Texas 77705 Seminole, Florida 33777

ATTEST _____, Chief Deputy

DATE 3/4/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Agreement 19-018/DC

Milliman

500 Dallas Street
Suite 2550
Houston, TX 77002
USA

Tel +1 713 658 8451
Fax +1 713 658 9656

milliman.com

February 21, 2019

Ms. Fran M. Lee
Financial Manager
Jefferson County, Texas
215 Franklin, Suite 202
Beaumont, TX 77701

Re: Retiree Medical Expense and Liability Calculations under GASB No. 75
Jefferson County

Dear Ms. Lee:

Please refer to our 2017 OPEB report dated November 6, 2018. That report, which was based on the employee and retiree data used in the October 1, 2016 valuation of the plan, provided information with respect to your September 30, 2018 reporting obligations under GASB 75.

Based on our conversations, I have enclosed a Fee Schedule for performing the GASB 75 actuarial valuation as of October 1, 2018 for the fiscal year ending September 30, 2019. Milliman's fee for performing the October 1, 2018 report as described above will be $16,000.

Please review, sign, and return the Fee Schedule to my attention. We agree that the work will be performed in accordance with the signed service agreement dated May 12, 2008.

Please feel free to call me if you have any questions. I can be contacted at (713) 658-3013. Please let me know if you have any questions or concerns.

Sincerely,

Jake Pringle

Jake Pringle, MAAA
Consulting Actuary

Enclosure
cc: Jim Tumlinson (Milliman)

Milliman

Statement of Work

GASB 75 Disclosure			Effective Date: March 1, 2019
Prepared for: Jefferson County, Texas			
Prepared by: Jake Pringle			
Project Timing			
Project Start Date:	March 1, 2019	Expected Project End Date:	December 2019
Project Description			
Deliverable	**Description**	**Estimated Fees**	**Client Initials**
GASB 75 Actuarial Valuation Report for FYE September 30, 2019	Financial statement entries including ADC, OPEB Expense, Total OPEB Liability, Fiduciary Net Position, Net OPEB Liability	$16,000	
Estimated Fee Summary			
Consulting Fees			$16,000

Key Notes / Assumptions	
1.	The services proposed under this Statement of Work are offered under, and it is the parties' intent they will be governed by, the Consulting Services Agreement for Professional Actuarial Services between Milliman, Inc. and Jefferson County, Texas, effective as of May 12, 2008.
2.	Travel, postage and other out-of-pocket expenses are not included in the above estimated fees. Any such expenses will be charged at cost as a direct expense.
3.	Except as otherwise provided, Milliman's fees shall be based on our time-and-expense charges using our normal hourly billing rates. These fees assume a maximum of 2,000 participants, and that participant data and financial information will be provided to Milliman in a mutually agreeable form and format. Fees for out-of-scope items and for additional processing caused by errors in information provided to Milliman, if any, shall be billed based on our time-and-expense charges using our normal hourly billing rates, subject to your advance approval. Our normal hourly billing rates range from $120 per hour to $450 per hour.
4.	Any statement in the Agreement that, or to the effect that, an amount will be paid by the County will not preclude such amounts being a plan expense under the plan's trust agreements and other documents and will not have any effect on the County's rights to direct the plan's trustee to pay such amount from plan assets.

Client Signature:	Date Approved: 03/04/2019
Milliman Signature: Jake Pringle	Date Approved: 3/1/2019

ATTEST [signature], Chief Deputy
DATE 3/4/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATO – Central Service Center
10101 Hillwood Parkway
Fort Worth, TX 76177

February 15, 2019

Jefferson County, Texas
Alex Rupp, Airport Manager
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, TX 77705

RE: Modification to Reimbursable Agreement AJW-FN-CSA-18-SW-001895: Limited Design and Implementation Reimbursable Agreement for FAA Resident Engineer Oversight of Construction during Taxiway Modifications at Jack Brooks Regional Airport, Beaumont, Texas.

Dear Mr. Rupp:

Article 10 of Reimbursable Agreement AJW-FN-CSA-18-SW-001895 between the Federal Aviation Administration (FAA) and Jefferson County, Texas requires that changes or modification to the Agreement shall be made by written modification signed by authorized representatives of each party. This letter will serve as the written modification to revise the cost in Article 7:

1. Revise the estimated costs in Article 7 to reflect the additional Resident Engineer labor, travel, drafting and miscellaneous supply materials associated with oversight of construction.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

RA: AJW-FN-CSA-18-SW-001895	
Description of Reimbursable Item	**Estimated Cost**
Labor	
WB4050 Construction Oversight (R.E. Services)	$ 34,573.50
Labor Subtotal	$ 34,573.50
Labor Overhead	$ 5,143.17
Total Labor	**$ 39,716.67**
Non-Labor	
Travel WB4010, WB4020, WB4050	$8,004.77
General Supply Materials, Doc. Handling	$ 600.00
Non-Labor Subtotal	$ 8,604.77
Non-Labor Overhead	$ 602.33
Total Non-Labor	**$ 9,207.10**
TOTAL ESTIMATED COST	**$ 48,923.77**

(Additional Estimated Costs Table as Follows:)

Description of Reimbursable Item	**Estimated Cost**
Labor	
WB4050 Construction Oversight (R.E. Services)	$ 30,000.00
Labor Subtotal	$ 30,000.00
Labor Overhead	$ 4,750.00
Total Labor	**$ 34,750.00**
Non-Labor	
Travel WB4010, WB4020, WB4050	$ 10,000.00
Document Handling, Drafting, Miscellaneous	$ 5,000.00
Non-Labor Subtotal	$ 15,000.00
Non-Labor Overhead	$ 1,200.00
Total Non-Labor	**$ 16,200.00**
TOTAL ADDITIONAL ESTIMATED COST	**$ 50,950.00**

New Estimated Total	
Total Original Estimate	$ 48,923.77
Total Additional funding:	$ 50,950.00
TOTAL ESTIMATED COST	**$ 99,873.77**

Other than the Articles specified in this letter, the original Agreement remains unchanged.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**JEFFERSON COUNTY, TEXAS**	
SIGNATURE	_____	SIGNATURE	_____
NAME	_____	NAME	_____
TITLE	Contracting Officer	TITLE	_____
DATE	_____	DATE	_____

AGENDA ITEM **March 4, 2019**

Consider, possibly approve and authorize the County Judge to execute a 2nd Amendment to the Rental Agreement between Jefferson County and Golden Pass Products LLC to extend the term for lease of office space.

2nd AMENDMENT TO RENTAL AGREEMENT

THIS AMENDMENT RENTAL AGREEMENT (the "First Amendment"), is made and entered into effective this 4th day of March, 2019, by and between Jefferson County, ("the lessor") and Golden Pass Products LLC (GPP) ("the lessee").

RECITALS

Whereas on March 21, 2016, Golden Pass Products LLC leased 16,480 square feet from Jefferson County as shown in the attached lease;

Whereas on February 12, 2018, Golden Pass Products LLC and Jefferson County amended the lease term, the 1st Amendment, to extend the initial lease term to December 31, 2018.

Whereas the parties desire to amend the term of the lease.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 4 to the lease is hereby amended to read as follows:

4. TERM. The initial term of the Lease Agreement shall begin retroactively on January 01, 2016 (the "Commencement Date") and terminate without further notice on **December 31, 2019** unless sooner terminated as provided herein. Lease will automatically enter the Extended Term on January 1, 2020, under Section 5 of this Lease Agreement (the "Termination Date").

IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment as of the date first mentioned above.

LESSOR:

JEFFERSON COUNTY, TEXAS, a subdivision and county of the State of Texas

By: _____
Jeff Branick
County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

LESSEE:

Signed: _____
Robert J. Bilnoski, VP Human Resources / Public Affairs
Golden Pass Products, LLC

MEMO

TO: Ms. Fran Lee, Auditing

FROM: Commissioner Everette Alfred (EA)

DATE: February 26, 2019

RE: **Transfer Funds**

Please transfer **$15,000** from account # 114-0402-431.30-79 (Crushed Service) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr

To: Fran Lee
From: Mike Trahan
Re: Budget Transfer
Date: February 27, 2019

Fran,

I would like to request a transfer of $4000.00 from 112-0205-431-3034 Diesel Fuel to 112-0207-431-5062 Travel Expense, to cover the coast of Travel expense for the rest of budget year 2019.
I do know that this has to go through Commissioner's Court.
Thanks for your help.

Sincerely,
Mike Trahan
Superintendent, Road and Bridge Precinct 2

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	185.00	456560	
			185.00**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	791.26	456494	
AT&T	67.20	456549	
UNITED STATES POSTAL SERVICE	.41	456582	
FUNCTION 4 LLC	19.41	456672	
			878.28**
ROAD & BRIDGE PCT.#2			
CASH ADVANCE ACCOUNT	1,095.92	456521	
MUNRO'S	20.00	456528	
DEPARTMENT OF INFORMATION RESOURCES	.61	456569	
NEW WAVE WELDING TECHNOLOGY	6.82	456612	
INTERSTATE ALL BATTERY CENTER - BMT	63.95	456619	
GULF COAST	1,064.20	456667	
FUNCTION 4 LLC	24.96	456672	
			2,276.46**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	37.88	456511	
CASH ADVANCE ACCOUNT	2,256.08	456521	
S.E. TEXAS BUILDING SERVICE	43.33	456547	
AT&T	74.07	456549	
TIME WARNER COMMUNICATIONS	92.29	456554	
WESTEND HARDWARD CO	111.37	456586	
FUNCTION 4 LLC	38.82	456672	
ALL TERRAIN EQUIPMENT CO	2,011.73	456679	
			4,665.57**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	29.38	456489	
CITY OF BEAUMONT - WATER DEPT.	19.60	456502	
ENTERGY	1,031.23	456515	
CASH ADVANCE ACCOUNT	821.30	456521	
MUNRO'S	71.23	456528	
PHILPOTT MOTORS, INC.	543.06	456533	
SMART'S TRUCK & TRAILER, INC.	606.69	456545	
GCR TIRES & SERVICE	255.38	456651	
CINTAS CORPORATION	150.56	456662	
FUNCTION 4 LLC	63.73	456672	
WC TRACTOR - BEAUMONT	407.59	456693	
			3,999.75**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	3.65	456582	
FUNCTION 4 LLC	127.84	456672	
			131.49**
PARKS & RECREATION			
ENTERGY	325.06	456515	
SPRINT WASTE SERVICES LP	460.80	456645	
			785.86**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	252.55	456531	
PITNEY BOWES, INC.	65.83	456534	
ACE IMAGEWEAR	21.55	456543	
UNITED STATES POSTAL SERVICE	550.49	456582	
ROCHESTER ARMORED CAR CO INC	378.40	456625	
FUNCTION 4 LLC	102.60	456672	
			1,371.42*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	150.00	456527	
OUTSOLVE LLC	2,800.00	456570	
PRE CHECK, INC.	85.00	456571	
UNITED STATES POSTAL SERVICE	1.32	456582	

NAME	AMOUNT	CHECK NO.	TOTAL
SIERRA SPRING WATER CO. - BT	34.10	456583	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	180.00	456660	
FUNCTION 4 LLC	19.41	456672	
			3,269.83*
AUDITOR'S OFFICE			
GOVERNMENT FINANCE OFFICERS ASSOC.	580.00	456495	
OFFICE DEPOT	181.38	456531	
UNITED STATES POSTAL SERVICE	16.69	456582	
FUNCTION 4 LLC	19.41	456672	
			797.48*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	224.23	456582	
WINDWARD GROUP LLC	217.06	456613	
WESTERN MICROGRAPHICS & IMAGING	76.00	456630	
FUNCTION 4 LLC	291.99	456672	
			809.28*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	.41	456582	
KIMBERLY PHELAN, P.C.	500.00	456604	
JEFF R BRANICK	452.36	456606	
KATY LEIGH DELAHOUSSAYE	500.00	456615	
JAN GIROUARD & ASSOCIATES LLC	200.00	456658	
FUNCTION 4 LLC	19.41	456672	
THE MAYO LAW FIRM PLLC	500.00	456673	
			2,172.18*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	18.22	456582	
FUNCTION 4 LLC	19.41	456672	
			37.63*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	255.92	456582	
FUNCTION 4 LLC	92.04	456672	
			347.96*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	333.16	456672	
			333.16*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	87.26	456582	
FUNCTION 4 LLC	19.41	456672	
			106.67*
GENERAL SERVICES			
COUNTY JUDGES & COMM. ASSN. OF TX	2,600.00	456508	
CURTIS 1000, INC.	3,283.01	456509	
CASH ADVANCE ACCOUNT	25.00	456521	
TIME WARNER COMMUNICATIONS	246.75	456556	
ADVANCED STAFFING	97.50	456563	
CROWN CASTLE INTERNATIONAL	1,544.91	456595	
ROCHESTER ARMORED CAR CO INC	4,005.34	456625	
VECTOR SECURITY	37.00	456675	
			11,839.51*
DATA PROCESSING			
DAVID A. DOMINGUEZ	970.20	456510	
OFFICE DEPOT	55.15	456531	
CDW COMPUTER CENTERS, INC.	252.92	456566	
VERIZON WIRELESS	75.98	456580	
PCM-G	311.40	456617	
BARRACUDA NETWORKS INC	5,051.25	456636	
FUNCTION 4 LLC	19.41	456672	
			6,736.31*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	119.76	456582	
FUNCTION 4 LLC	19.41	456672	
AMG PRINTING & MAILING LLC	328.13	456678	
			467.30*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.03	456569	
FUNCTION 4 LLC	75.34	456672	
			75.37*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	25.80	456521	
UNITED STATES POSTAL SERVICE	146.32	456582	
KATHLEEN KENNEDY	399.37	456649	
GALLS LLC	73.98	456653	
FUNCTION 4 LLC	133.11	456672	
			778.58*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	511.76	456521	
UNITED STATES POSTAL SERVICE	204.36	456582	
FUNCTION 4 LLC	19.41	456672	
			735.53*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	800.00	456491	
OFFICE DEPOT	154.69	456531	
KEVIN S. LAINE	800.00	456564	
UNITED STATES POSTAL SERVICE	7.21	456582	
FUNCTION 4 LLC	122.48	456672	
			1,884.38*
58TH DISTRICT COURT			
FUNCTION 4 LLC	19.41	456672	
			19.41*
60TH DISTRICT COURT			
FUNCTION 4 LLC	19.41	456672	
			19.41*
136TH DISTRICT COURT			
STATE BAR OF TEXAS	105.00	456550	
FUNCTION 4 LLC	19.41	456672	
			124.41*
172ND DISTRICT COURT			
FUNCTION 4 LLC	19.41	456672	
			19.41*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	32.60	456582	
MATUSKA LAW FIRM	800.00	456646	
FUNCTION 4 LLC	19.41	456672	
			852.01*
279TH DISTRICT COURT			
PHILLIP DOWDEN	500.00	456497	
MARVA PROVO	500.00	456537	
ANITA F. PROVO	275.00	456538	
NATHAN REYNOLDS, JR.	200.00	456539	
TONYA CONNELL TOUPS	950.00	456610	
ALICIA K HALL	100.00	456629	
WILLIAM FORD DISHMAN	1,500.00	456642	
TARA SHELANDER	500.00	456648	
GORDON D FRIESZ	500.00	456655	
FUNCTION 4 LLC	19.41	456672	
LAW OFFICE OF SOLOMON FREIMUTH	150.00	456681	
			5,194.41*
317TH DISTRICT COURT			
OFFICE DEPOT	55.43	456531	
FUNCTION 4 LLC	19.41	456672	
			74.84*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	48.37	456531	
UNITED STATES POSTAL SERVICE	40.97	456582	
FUNCTION 4 LLC	24.96	456672	
			114.30*
JUSTICE COURT-PCT 1 PL 2			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	19.41	456672	
			19.41*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.41	456569	
FUNCTION 4 LLC	24.96	456672	
			25.37*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	18.98	456582	
FUNCTION 4 LLC	254.41	456672	
			273.39*
JUSTICE COURT-PCT 7			
CASH ADVANCE ACCOUNT	731.50	456521	
AT&T	32.46	456549	
DEPARTMENT OF INFORMATION RESOURCES	.14	456569	
			764.10*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	19.41	456672	
			19.41*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	220.42	456531	
UNITED STATES POSTAL SERVICE	1.24	456582	
THOMSON REUTERS-WEST	118.00	456638	
FUNCTION 4 LLC	68.20	456672	
			407.86*
COUNTY COURT AT LAW NO. 2			
BRUCE N. SMITH	250.00	456546	
TEXAS ASSN. FOR COURT ADMINISTRATIO	185.00	456552	
UNITED STATES POSTAL SERVICE	4.12	456582	
JARED GILTHORPE	250.00	456650	
FUNCTION 4 LLC	19.41	456672	
			708.53*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	250.00	456496	
UNITED STATES POSTAL SERVICE	7.42	456582	
MATUSKA LAW FIRM	500.00	456646	
JANSON ELLIOTT BAILEY	300.00	456659	
FUNCTION 4 LLC	19.41	456672	
THE MAYO LAW FIRM PLLC	500.00	456673	
WRIGHT PITRE & FREIMUTH PLLC	550.00	456689	
			2,126.83*
COURT MASTER			
FUNCTION 4 LLC	19.41	456672	
			19.41*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.30	456582	
FUNCTION 4 LLC	19.41	456672	
			22.71*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	77.64	456672	
			77.64*
SHERIFF'S DEPARTMENT			
GT DISTRIBUTORS, INC.	509.50	456513	
KAY ELECTRONICS, INC.	140.00	456522	
KIRKSEY'S SPRINT PRINTING	24.95	456523	
OFFICE DEPOT	911.36	456531	
KEESHA GUILLORY	300.00	456565	
DEPARTMENT OF INFORMATION RESOURCES	537.38	456569	
VERIZON WIRELESS	3,376.21	456579	
UNITED STATES POSTAL SERVICE	1,619.04	456582	
CHRISTUS HOSPITAL	1,716.00	456589	
FIVE STAR FEED	25.00	456594	
INFOGROUP	2,300.00	456633	

NAME	AMOUNT	CHECK NO.	TOTAL
BEST BUY BUSINESS ADVANTAGE ACCOUNT	59.42	456643	
GALLS LLC	2,650.19	456653	
3L PRINTING COMPANY	25.00	456657	
IAFCI	10.00	456668	
FUNCTION 4 LLC	221.84	456672	
FANNETT VETERINARY CLINIC	283.98	456687	
			14,709.87*
CRIME LABORATORY			
ALLOMETRICS INC.	990.00	456493	
OFFICE DEPOT	226.09	456531	
VERIZON WIRELESS	75.98	456579	
JULIE HANNON	600.00	456640	
LABSOURCE	213.82	456656	
FUNCTION 4 LLC	24.96	456672	
MILES SCIENTIFIC CORPORATION	142.68	456683	
STERICYCLE, INC	35.00	456688	
AIRGAS USA, LLC	150.86	456691	
			2,459.39*
JAIL - NO. 2			
AAA LOCK & SAFE	120.00	456488	
CITY OF BEAUMONT - WATER DEPT.	1,346.53	456502	
COASTAL WELDING SUPPLY	49.60	456504	
COBURN'S, BEAUMONT BOWIE (1)	39.52	456505	
COTTON CARGO	247.00	456507	
W.W. GRAINGER, INC.	645.70	456514	
HERNANDEZ OFFICE SUPPLY, INC.	1,319.22	456518	
M&D SUPPLY	344.12	456524	
OFFICE DEPOT	3,266.52	456531	
SETZER HARDWARE, INC.	9.88	456542	
SHERWIN-WILLIAMS	195.39	456544	
WHOLESALE ELECTRIC SUPPLY CO.	1,263.81	456561	
CDW COMPUTER CENTERS, INC.	520.24	456566	
DEPARTMENT OF INFORMATION RESOURCES	1.70	456569	
LOWE'S HOME CENTERS, INC.	182.94	456590	
INTERCONTINENTAL JET CORP	574.24	456599	
TENNESSEE AIRCRAFT COMPANY	2,014.80	456603	
DOGUET RICE MILLING COMPANY	96.00	456607	
INTERSTATE ALL BATTERY CENTER - BMT	251.90	456619	
A1 FILTER SERVICE COMPANY	737.60	456627	
EPIC CARD SERVICES LLC	520.90	456631	
MATERA PAPER COMPANY INC	431.34	456637	
THOMSON REUTERS-WEST	3,779.79	456638	
KROPP HOLDINGS INC	197.10	456641	
24 HR SAFETY LLC	75.00	456647	
GALLS LLC	1,798.94	456653	
IMPACT WASTE LLC	720.00	456665	
FUNCTION 4 LLC	354.97	456672	
THE MONOGRAM SHOP	8.00	456674	
FOOD MARKETING CONCEPTS INC	26,668.79	456676	
NATIONAL FOOD GROUP INC	10,955.64	456677	
BIMBO BAKERIES USA INC	984.86	456680	
CORRHEALTH LLC	78,900.85	456685	
TERRY COUNTY	365.73	456695	
			138,988.62*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	256.13	456521	
OFFICE DEPOT	333.29	456531	
VERIZON WIRELESS	51.96	456580	
UNITED STATES POSTAL SERVICE	4.75	456582	
FUNCTION 4 LLC	38.82	456672	
			684.95*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	7,219.17	456502	
SANITARY SUPPLY, INC.	1,004.04	456541	
FLOWERS FOODS	109.68	456596	
A1 FILTER SERVICE COMPANY	183.79	456627	
FUNCTION 4 LLC	63.73	456672	
STERICYCLE, INC	35.00	456688	
			8,615.41*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
CARPENTER'S TIME CENTER INC.	250.00	456501	
KIRKSEY'S SPRINT PRINTING	25.95	456523	
VERIZON WIRELESS	227.94	456580	
UNITED STATES POSTAL SERVICE	79.41	456582	
THE PRODUCTIVITY CENTER	330.00	456585	
FUNCTION 4 LLC	89.62	456672	
			1,002.92*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	1,463.94	456521	
VERIZON WIRELESS	113.97	456580	
			1,577.91*
CONSTABLE-PCT 4			
OFFICE DEPOT	385.36	456531	
VERIZON WIRELESS	113.97	456580	
FUNCTION 4 LLC	19.41	456672	
			518.74*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	456580	
UNITED STATES POSTAL SERVICE	2.88	456582	
FUNCTION 4 LLC	19.41	456672	
			136.26*
CONSTABLE PCT. 7			
POSTMASTER	310.00	456535	
DEPARTMENT OF INFORMATION RESOURCES	.02	456569	
VERIZON WIRELESS	113.97	456580	
			423.99*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	456580	
FUNCTION 4 LLC	89.56	456672	
			203.53*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	8,947.50	456621	
			8,947.50*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	64.37	456531	
FUNCTION 4 LLC	55.47	456672	
			119.84*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	999.00	456503	
ENTERGY	70.00	456516	
UNITED STATES POSTAL SERVICE	57.03	456582	
PROCTOR'S MORTUARY INC	900.00	456622	
EQUIFAX WORKFORCE SOLUTIONS	31.75	456666	
FUNCTION 4 LLC	103.29	456672	
			2,161.07*
HEALTH AND WELFARE NO. 2			
ENTERGY	72.74	456517	
AT&T	32.46	456549	
MCKESSON MEDICAL-SURGICAL INC	538.09	456568	
EQUIFAX WORKFORCE SOLUTIONS	31.75	456666	
FUNCTION 4 LLC	38.82	456672	
			713.86*
NURSE PRACTITIONER			
FUNCTION 4 LLC	19.41	456672	
			19.41*
CHILD WELFARE UNIT			
J.C. PENNEY'S	795.30	456587	
SEARS COMMERICAL CREDIT	197.35	456588	
			992.65*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.25	456569	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	89.62	456672	
			89.87*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	119.98	456628	
TDS OPERATING INC	212.03	456684	
JAMES DYKES	600.00	456686	
			932.01*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	315.40	456488	
CITY OF BEAUMONT - WATER DEPT.	9,207.23	456502	
W.W. GRAINGER, INC.	12.01	456514	
ENTERGY	37,142.15	456515	
HYDRO-CLEAN SERVICES, INC.	435.00	456519	
M&D SUPPLY	72.07	456524	
OFFICE DEPOT	55.82	456531	
ACE IMAGEWEAR	167.68	456543	
AT&T	5,492.74	456549	
DEPARTMENT OF INFORMATION RESOURCES	766.73	456569	
CINTAS CORPORATION	91.25	456662	
FUNCTION 4 LLC	19.41	456672	
			53,777.49*
MAINTENANCE-PORT ARTHUR			
FAST SIGNS, INC.	367.36	456512	
AT&T	1,408.59	456549	
TIME WARNER COMMUNICATIONS	83.11	456555	
TIME WARNER COMMUNICATIONS	415.68	456558	
TEXAS DEPT OF LICENSING &	80.00	456559	
DEPARTMENT OF INFORMATION RESOURCES	.11	456569	
LOWE'S HOME CENTERS, INC.	151.85	456590	
UNITED RENTALS	795.03	456601	
PARKER LUMBER	360.05	456624	
SUPPLYWORKS	2,303.09	456654	
FUNCTION 4 LLC	38.82	456672	
			6,003.69*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	25.98	456540	
ACE IMAGEWEAR	33.08	456543	
BOSCO INDUSTRIES	650.00	456663	
FUNCTION 4 LLC	19.41	456672	
			728.47*
SERVICE CENTER			
ACTION AUTO GLASS	359.00	456492	
MUNRO'S	45.90	456528	
PHILPOTT MOTORS, INC.	221.82	456533	
JEFFERSON CTY. TAX OFFICE	7.50	456572	
JEFFERSON CTY. TAX OFFICE	7.50	456573	
JEFFERSON CTY. TAX OFFICE	7.50	456574	
JEFFERSON CTY. TAX OFFICE	7.50	456575	
JEFFERSON CTY. TAX OFFICE	7.50	456576	
JEFFERSON CTY. TAX OFFICE	7.50	456577	
JEFFERSON CTY. TAX OFFICE	7.50	456578	
BUMPER TO BUMPER	318.80	456598	
LIBERTY TIRE RECYCLING LLC	142.97	456618	
MIGHTY OF SOUTHEAST TEXAS	279.13	456626	
ACTION OVERHEAD DOOR	2,700.00	456634	
ADVANCE AUTO PARTS	362.64	456635	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	59.91	456644	
CINTAS CORPORATION	152.15	456662	
MIDNIGHT AUTO	89.95	456664	
FUNCTION 4 LLC	19.41	456672	
O'REILLY AUTO PARTS	5.49	456690	
			4,809.67*
VETERANS SERVICE			
HILARY GUEST	106.60	456593	
FUNCTION 4 LLC	66.56	456672	
			173.16*
			291,435.73**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
MUNRO'S	52.98	456528	
RITTER @ HOME	93.79	456540	
PARKER LUMBER	19.97	456624	
APPLIED TECHNOLOGIES INSPRECTION SE	2,200.00	456661	
FUNCTION 4 LLC	19.41	456672	
			2,386.15**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	19.41	456672	
			19.41**
LAW LIBRARY FUND			
STATE BAR OF TEXAS	105.00	456550	
LEXISNEXIS MATTHEW BENDER	1,167.89	456591	
THOMSON REUTERS-WEST	2,285.00	456638	
FUNCTION 4 LLC	19.41	456672	
			3,577.30**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	31.57	456580	
			31.57**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	740.30	456521	
HAYS COUNTY	22,458.00	456562	
YOUTH ADVOCATE PROGRAM	6,273.75	456609	
			29,472.05**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	1,164.38	456521	
OFFICE DEPOT	1,203.74	456531	
OLMSTED-KIRK PAPER	450.00	456532	
TIME WARNER COMMUNICATIONS	166.19	456557	
DEPARTMENT OF INFORMATION RESOURCES	1.16	456569	
VERIZON WIRELESS	41.99	456580	
UNITED STATES POSTAL SERVICE	84.15	456582	
			3,111.61**
JEFF. CO. WOMEN'S CENTER			
A&A ELECTRIC CO OF BEAUMONT INC	762.40	456490	
BELL'S LAUNDRY	768.65	456500	
CITY OF BEAUMONT - WATER DEPT.	844.73	456502	
ENTERGY	1,705.44	456515	
KIM MCKINNEY, LPC, LMFT	225.00	456525	
OFFICE DEPOT	197.99	456531	
PREMIUM PLUMBING	1,080.60	456536	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	10.00	456548	
SYSCO FOOD SERVICES, INC.	1,039.31	456551	
DEPARTMENT OF INFORMATION RESOURCES	.05	456569	
VERIZON WIRELESS	15.75	456580	
BEN E KEITH FOODS	1,207.94	456597	
ROCHESTER ARMORED CAR CO INC	123.36	456625	
SAM'S CLUB DIRECT	133.40	456632	
MATERA PAPER COMPANY INC	288.24	456637	
CINTAS CORPORATION	68.01	456662	
FUNCTION 4 LLC	38.82	456672	
			8,509.69**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	438.74	456521	
			438.74**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	24.96	456672	
			24.96**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	22.19	456672	
			22.19**
LAW OFFICER TRAINING GRT			
GALLS LLC	192.99	456653	
			192.99**
COUNTY CLERK - RECORD MGT			

NAME	AMOUNT	CHECK NO.	TOTAL
MANATRON	11,330.37	456608	
			11,330.37**
COUNTY CLK RECORDS ARCHIV			
MANATRON	13,373.75	456608	
			13,373.75**
DRUG INTERVENTION COURT			
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	4,200.00	456520	
LAND MANOR, INC.	666.00	456567	
			4,866.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.41	456582	
			.41**
CONST. PCT. 8 EDUCATION			
CASH ADVANCE ACCOUNT	699.80	456521	
			699.80**
UNCLAIMED FUNDS MGMT FUND			
E J BAIL BONDING	40.00	456694	
			40.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.98	456580	
			227.98**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	67.03	456528	
TIME WARNER COMMUNICATIONS	110.53	456553	
DEPARTMENT OF INFORMATION RESOURCES	7.65	456569	
FUNCTION 4 LLC	87.36	456672	
			272.57**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	38.82	456672	
			38.82**
CAPITAL PROJECTS FUND			
IMPACT PLUMBING COMPANY	11,283.66	456602	
SE TEX CONSTRUCTION CORPORATION	3,780.07	456605	
			15,063.73**
AIRPORT FUND			
COCOMO JOE'S	1,458.00	456506	
B.C. MILLER ELECTRIC, INC.	1,028.00	456526	
SANITARY SUPPLY, INC.	510.67	456541	
S.E. TEXAS BUILDING SERVICE	4,246.66	456547	
VERIZON WIRELESS	37.99	456580	
UNITED STATES POSTAL SERVICE	.41	456582	
LOWE'S HOME CENTERS, INC.	29.92	456590	
ROBERT'S TEXACO XPRESS LUBE	14.00	456614	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	291.45	456644	
FUNCTION 4 LLC	38.82	456672	
TITAN AVIATION FUELS	17,992.81	456692	
			25,648.73**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	71,547.42	456682	
			71,547.42**
SETEC FUND			
THE LABICHE ARCHITECTURAL GROUP	750.00	456498	
			750.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	12,973.94	456600	
			12,973.94**
SHERIFF'S FORFEITURE FUND			
VERIZON WIRELESS	75.98	456579	
THIRD COAST TINT	175.00	456611	
			250.98**
GUARDIANSHIP FEE			

NAME	AMOUNT	CHECK NO.	TOTAL
HARVEY L WARREN III	300.00	456620	
			300.00**
ORCA - IKE			
MILLENIUM PRODUCTS INC	62,191.73	456623	
			62,191.73**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	265.93	456580	
			265.93**
MARINE DIVISION			
AVIALL	285.55	456499	
GT DISTRIBUTORS, INC.	356.12	456513	
OFFICE DEPOT	148.42	456531	
RITTER @ HOME	316.56	456540	
SETZER HARDWARE, INC.	482.02	456542	
VERIZON WIRELESS	341.91	456579	
SIERRA SPRING WATER CO. - BT	136.49	456584	
AERO PRODUCTS	5,459.07	456592	
BUMPER TO BUMPER	1,395.89	456598	
WATSON PROPELLER	300.00	456616	
PALMER POWER	2,814.56	456639	
GALLS LLC	112.75	456653	
			12,149.34**
SHERIFF-SPINDLETOP GRANT			
GALLS LLC	156.00	456653	
			156.00**
			584,292.30***

NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR DECISION DOCUMENTS

I, PATRICK SWAIN, do hereby certify that I am the Chief Financial Officer / Auditor of the Jefferson County, Texas (one of the "Non-Federal Sponsors"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Jefferson County Environmental Restoration Project; and that the Non-Federal Sponsor will have the financial capability to satisfy the Non-Federal Sponsor's obligations for that project. I understand that the Government's acceptance of this self-certification shall not be construed as obligating either the Government or the Non-Federal Sponsor to implement a project.

IN WITNESS WHEREOF, I have made and executed this certification this 4TH day of MARCH, 2019.

BY: _____

TITLE: AUDITOR

DATE: 3/4/19

PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 4th day of March, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

Gift of Life Youth Advisory Council Takes a Stand Against Tobacco
For National Kick Butts Day

WHEREAS, March 20, 2019 is **National Kick Butts Day,** and the **Gift of Life Youth Advisory Council** members are joining thousands of students across the country to take part in the national initiative as anti-tobacco advocates; and

WHEREAS, Gift of Life youth leaders, representing 21 Southeast Texas schools, implement "peer-to-peer" awareness activities to combat the tobacco industry's marketing efforts that target young people as their "replacement smokers" to take the place of smokers who die or quit; and

WHEREAS, tobacco use, involving smoking and exposure to secondhand smoke, is the number one cause of preventable death in the United States, and one-third of all cancer deaths are attributed to tobacco products; and

WHEREAS, smoking kills more people than alcohol, AIDS, car accidents, illegal drugs, homicides and suicides combined, with thousands more dying from smokeless tobacco use; and

WHEREAS, the Gift of Life's youth tobacco educational initiatives help give kids a fighting chance against tobacco use as the vast majority of smokers start as children, and in the U.S., 90 percent of all smokers start before the age of 18; and

WHEREAS, although traditional tobacco use, such as smoking cigarettes, is declining among youth, findings from a 2018 Surgeon General's report show that current e-cigarette use among high school students increased 900 percent, with more teens now using e-cigarettes than cigarettes and more than 37 percent of high school seniors admit to vaping which has become an epidemic; and

WHEREAS, 11.3% of high school students in the United States are current e-cigarette users; and

WHEREAS, most e-cigarettes contain nicotine, which can cause addiction, may harm brain development, and could lead to continued tobacco product use among youth; and

WHEREAS, it is estimated that 5.6 million children and young people alive today will ultimately die from tobacco-related diseases unless rates decline; and

WHEREAS, tobacco use, involving smoking and exposure to secondhand smoke, is the number one cause of preventable death in the United States, and one-third of all cancer deaths are attributed to tobacco products; and

WHEREAS, to address the public health epidemic from tobacco usage, the Gift of Life implemented the ***Don't Smoke Your Life Away*** Tobacco Program to educate Southeast Texans on the economic impact and healthcare hazards of tobacco, and

WHEREAS, the Gift of Life Tobacco Control Coalition of Southeast Texas strives to reduce the appeal and acceptability of tobacco products; implement tobacco cessation initiatives; and reduce secondhand smoke exposure, which will help reduce tobacco-related disease; and

WHEREAS, tobacco costs the United States are more than $151 billion in lost productivity and $170 billion in healthcare

expenditures each year; and

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court, does hereby proclaim Wednesday, March, 20th as the Gift of Life Youth Anti-Tobacco Day in observance of National Kick Butts Day in Jefferson County, Texas.

Signed this 4th day of March, 2019.

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

//ABSENT
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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

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

JEFF R. BRANICK
County Judge

March 4, 2019

Col. Lars N. Zetterstrom Commanding Officer
Galveston District, Corps of Engineers
P.O. Box 1229
Galveston, TX 77553-1229 Re: Letter of Support

Re: Dear Colonel Zetterstrom,

I am writing in response to the request for a letter of support finalizing the Jefferson County Environmental Restoration Study. As you are aware, Jefferson County has partnered with the Sabine-Neches Navigation District (SNND) in funding this feasibility study. This partnership supports every effort to conclude this study and move to the next phase of design and subsequent construction.

To the extent SNND past and present commitment to the project, the restoration plan contained in the final feasibility report is an appropriate action to address the ecosystem concern in the area and is consistent with ours and SNND goals for Environmental repurpose of dredge material. We are committed to this project and are willing, able, and fully prepared to implement the National Ecosystem Restoration (NER) plan in partnership with SNND. We look forward to executing a Project Partnership Agreement (PPA) at the earliest opportunity wherein our cost is estimated to be approximately $18 million in cash and $3.2 million in Land Easements Rights of Way Relocations and Disposal (LERRD) credits. This expenditure is anticipated to be over a 6 years implementation period. We understand the provision of the PPA includes requirements for operation, maintenance, repair, replacement and rehabilitation (OMRRR) of the project for which our partner is supportive.

Our support relies on our partner SNND support from whose channel maintenance material will be used to build the marshes identified in the study as the National Environmental Restoration plan. Consequently, SNND engagement during selected dredging cycles to support the construction remains vital. At this time, our congruent partnership remains on this project.

Jefferson County with its' partner SNND is prepared to enter into the next phase of this project and look forward to executing a Project Partnership Agreement (PPA) once there is an approved Director's Report and federal funding is made available. We appreciate your assistance with this very important project that will greatly improve the environmental quality of marshes in Jefferson County via utilization of over 6 Million CY of adjacent channel maintenance material.

Jeff R. Branick, County Judge

CC: SNND

PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 4th day of March, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

Jefferson County PJ Day

WHEREAS, March 5, 2019 is **Jefferson County PJ Day,** and the **Ford Park and Jefferson County** to support the PJ-clad superheroes in town for PJ Masks Live! At Ford Park, Tuesday, March 5th. Schools could allow their students to wear pajamas to school this day.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court, does hereby proclaim Monday, March, 5th as the Jefferson County PJ Day in support of PJ Masks Live!, coming to Ford Park in Beaumont, Texas on March 5.

Signed this 4th day of March, 2019.

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

//ABSENT
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Compliance with
OUT OF STATE TRAVEL POLICY

Brandy Henley and Robert Baldwin attendance of the:
Association of Firearm and Toolmark Examiners Conference
May 26 - 31, 2019
Nashville, TN

1. A trip for one person is included in the yearly budget. Expenses for two additional people will be covered by the Coverdell Forensic grant received by the Crime Laboratory.
2. This training directly impacts the employee's ability to perform his/her assigned tasks.
3. The benefit is worth the cost of the employee's time away from the laboratory because the training is directly related to Firearm analysis. This training allows the Lab to obtain current information from sources outside of our own service area and in the scientist's field of expertise.
4. This training opportunity is not offered in Texas in 2019.

#103

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, February 25, 2019 10:37:00 AM
Last Modified:	Monday, February 25, 2019 12:14:27 PM
Time Spent:	01:37:27
IP Address:	71.40.211.74

Page 2: General Information

Q1 Please enter the name of your county.

Jefferson

Q2 Enter name of CHC chair who managed 2018 work. If you have "co-chairs," pick the one individual who knows the most about what the CHC accomplishes and can be the one point of contact for our agency.

Name of 2018 CHC chair	**Theresa Goodness**
Chair's address	**985 19th Street, Beaumont TX 77706**
Chair's cell phone number	**409 454 2855**
Other phone number for chair	**409 835 8480**
Email address for chair	**thegood@co.jefferson.tx.us**

Q3 Contact info for individual filling out report IF OTHER THAN CHAIR. This is who we will contact with questions about reporting answers.

Name of individual filling out report	**Linda McMahen, Jefferson CHC Coordinator**
His/her email address AND telephone number	**histcomm@co.jefferson.tx.us 409 835 8701**

Page 3: CHC Volunteer Hours

Q4 How many volunteer hours were contributed in 2018? Please enter numbers only for your answer--webpage will NOT advance if you enter punctuation, symbols or text. If you do not keep track of hours, enter an approximate number of hours. Enter the number "0" if your CHC is inactive.	Volunteer hours	**3117**
Q5 Provide the total number of CHC appointees serving in the 2018 year of service. Please enter numbers only for your answer; webpage will not advance if you enter punctuation, symbols or text.	# of CHC appointees	**12**

Q6 Provide any comments/clarifications about the volunteer hours you entered above. Please skip this question if you have no comments/clarifications.	**Respondent skipped this question**

Page 4: CHC Meetings and Appointee Participation

Q7 Indicate the number of full commission meetings your CHC held in 2018. Both items below must be answered using numbers only; do not use punctuation, symbols or text. Enter the number "0" in both boxes, if your CHC did not meet.	CHC full commission meetings in 2018	**5**
	CHC committee meetings in 2018	**9**
Q8 Check the circle next to the percentage that best reflects how often a QUORUM was present for your full commission meetings in 2018. A majority of appointees must be present at a meeting to constitute a QUORUM. Clicking a circle places a check the circle; clicking again will uncheck the circle.	**100% of full commission meetings made quorum**	

Page 5: CHC Meetings and Appointee Participation (continued)

Q9 Check the percentage that best reflects the number of CHC appointees who have completed Open Meetings training.	**1-25% of our CHC appointees have taken Open Meetings training**

Page 6: CHC Financial Information

Q10 Which serves as the repository for CHC money? Check each answer that applies to your CHC.	**County treasury**

Q11 Enter the amount of money provided to your CHC next to each line item. Use numbers for the DOLLAR amount; please round up to the nearest dollar when necessary. Do not use symbols or text; commas and decimals are considered to be symbols.Each box requires an amount; enter the number "0" if no monies are associated with the line item.

Balance carried over from 2017:	**0**
Annual county allocation for 2018 (not including money for museums):	**11600**
County money allotted for museums in 2018 (passing through CHC):	**0**
Any other money issued by county during 2018 (one-time amount for a special project, etc.):	**0**
CHC fundraising proceeds (events, book sales, etc.) during 2018:	**0**
Grant money provided to CHC in 2018:	**0**
Partner/nonprofit money donations made in 2018:	**0**
"Membership" dues (though not recommended, some CHCs do request dues):	**0**
Any other money amounts for 2018 not already included above; DO NOT include CHC appointee out-of-pocket expenses.	**0**

Q12 Provide any clarifications about above amounts; skip question if you have no comments.

Respondent skipped this question

Q13 If your county employs an individual as a CHC liaison or as some other support position, please let us know if his/her salary comes out of the CHC county allocation or from some other budgetary line item. Also, let us know what responsibilities have been assigned to this individual. FYI--This information is frequently requested by CHCs.

Jefferson County Coordinator – Works 28 hours/week, no benefits except county retirement. Salary is separate budgetary line item from JCHC budget. Responsibilities: annual budget preparation, tracking budget expenditures, liaison between county, cities, THC and JCHC. In addition to routine office duties, Coordinator is included in courthouse restoration discussions, gives tours, maintains contact with state, regional & local historical preservations organizations, takes part in JCHC general meetings, Executive Board meetings & Committee meetings. Takes all minutes and post appropriate public meeting notices.

Page 7: CHC Financial Information (continued)

Q14 If your CHC receives in-kind donations, check each in-kind item below that was given to your CHC in 2018. SKIP QUESTION if your CHC doesn't accept in-kind donations.

Meeting and/or office space for CHC,

Space for a CHC-operated museum ,

Space for a CHC-sponsored exhibit (history, projects, photographs, etc.) ,

Space for archive or records storage ,

Utilities associated with any spaces mentioned above,

Exterior maintenance or heavy equipment ,

Project/event supplies and/or equipment,

Administrative supplies or services--postage, paper, ink, copier, etc. ,

Assistance from county staff--posting meetings, financial reports, legal consultations, etc. ,

County liaison whose job description involves providing services to CHC ,

Professional expertise of county staff (for any subject/need) ,

Computer hardware or software ,

Internet access,

Web hosting on county website ,

Preservation consulting professional services

Page 8: Planning CHC Projects and Programs

Q15 A work plan defines project tasks, participants, time estimates, and a schedule. Check the option that best reflects how often is your CHC work plan updated.

Updated annually

Q16 Check each of the parties who participates in your CHC planning process.	**CHC chair,** **CHC officers ,** **CHC appointees**

Page 9: Statewide Preservation Plan for Texas—Goal 1: Survey and Online Inventory

Q17 If your CHC has performed work associated with formal cultural and historic resource survey, please explain survey work completed in 2018 in the box below. Include work to initiate or maintain surveys. Skip question if no survey work.	**Respondent skipped this question**

Page 10: Goal 1: Survey and Online Inventory (continued)

Q18 Check the work items in which your CHC was actively involved during 2018.

Maintain an inventory of subject MARKERS in your county

,

Periodically assess the condition of subject MARKERS in your county

,

Cleaned or repaired MARKERS ,

Provided an inventory of subject MARKERS for public use (brochure, website posting, etc.)

,

Maintain an inventory of properties that are DESIGNATED by Texas or the Secretary of the Interior as historic (i.e., National Register, Historic Texas Cemetery, Recorded Texas Historic Landmark, or State Archeological Landmark)

,

Provided an inventory of properties that are DESIGNATED as historic for public use (brochure, website posting, etc.)

,

Maintain an inventory of CEMETERIES in your county ,

Periodically assess the condition of CEMETERIES in your county

,

Cleaned or repaired objects in CEMETERIES ,

Provided an inventory of CEMETERIES for public use (brochure, website posting, etc.)

Page 11: Statewide Preservation Plan for Texas—Goal 2: Emphasize Cultural Landscapes

Q19 Check the box next to each work item in which your CHC was actively involved during 2018.

Respondent skipped this question

Q20 Check the box next to each work item in which your CHC was actively involved during 2018.

Respondent skipped this question

Page 12: Statewide Preservation Plan for Texas—Goal 3: Implement Policies and Incentives

Q21 Check the box next to each of the comments that apply to your CHC's 2018 body of work.

CHC participated in community planning activities to ensure historic and cultural resources were considered when development or zoning is discussed by city officials

,

CHC participated as a consulting party in a federal Section 106 undertaking review

,

Tell us more about your CHC's involvement in the areas checked above. Skip commenting if no boxes are checked.:

(1) The Jefferson CHC has a member on the Beaumont Landmark Commission and also a member on the Port Arthur Landmark Commission. (2) When Jefferson CHC was contacted by the THC for project review under Section 106 of the National Historic Preservation Act of 1966, we reviewed information on bridges, pipelines, railroad towers or other miscellaneous towers to see if there would be any adverse effect on history preservation in that area.

Q22 Check the box if the statement applies to your CHC.

Respondent skipped this question

Page 13: Statewide Preservation Plan for Texas—Goal 4: Leverage Economic Development Tools for Preservation

Q23 Check the box for each work item in which your CHC was actively involved in 2018.

Promoted historic and cultural sites to develop and sustain heritage tourism initiatives

,

Supported Main Street Program activities in a community within your county

,

Tell us a bit more about your CHC's involvement in the areas you have checked above.:

(1) The Jefferson CHC included a page on our county website dedicated to Historic Tourism. One of our members is very active in the Ben Rogers Regional Visitors Center and shares her enthusiasm about the many places to visit in Jefferson County. 2) The Jefferson CHC is a 10-year member of Beaumont Main Street.

Page 14: Statewide Preservation Plan for Texas—Goal 5: Learn and Experience History through Place

Q24 Check the box for each work item in which your CHC was actively involved in 2018.

Provided educational events/presentations/info on historic preservation and local history to audiences outside your CHC

,

Provided tours of a HISTORIC COURTHOUSE in your county

,

CHC appointees volunteered at a historic site that is open to the public at large

Q25 List events in which your CHC was involved that are associated with boxes checked above. Provide details for selected activities in the Project Description section at the end of this report.

(1) One Jefferson CHC member gave a presentation to the Nederland Heritage Society on historic railroads in southeast Texas and northwest Louisiana. A second member gave a talk to the Daughters of the American Revolution on the planning, building and preserving of the 1931 Courthouse. A third member gave several talks at meetings of the Oaks Historical District on homes and history of that part of Beaumont. He also gave several "tours through his personal photography" of abandoned historic buildings in downtown Beaumont.

(2) The JCHC office if often asked to give tours of small groups and spur of the moment tours of people traveling through our County. They are surprised to see "hidden treasures" closed off in areas no longer in use.

(3) Several of the JCHC members help with tours of the McFaddin-Ward House Museum and with the Magnolia Cemetery Tours. We also have members who volunteer with the Beaumont Heritage Society and Chambers House Museum. .

Page 15: Statewide Preservation Plan for Texas—Goal 6: Connect Preservation to Related Fields

Q26 Partnering is more than just attending meetings of other organizations. Effective partnerships build a stronger and more diverse preservation community.Check each of the individuals and organizations with which your CHC partnered during 2018.

County officials ,

Main Street managers and/or board members ,

Tourism organizations / visitors bureau ,

Landmark commissions or local historic design/review boards

Page 16: Goal 6: Connect Preservation to Related Fields (continued)

Q27 Check the boxes that reflect your CHC's role with museums.

CHC operates a museum ,

CHC is considered to be the board of the county museum

Q28 Enter your county name and provide the name and location for each of the museums your CHC operates. Please skip this question if your CHC does not operate museums.

Jefferson County
Jefferson County Mini-Museum
Jefferson County Courthouse
1149 Pearl Street
Beaumont, TX 77701

Q29 When considering your overall workload, check the range that applies to your CHC.

1-25% of CHC time spent on museum related work

Page 17: Statewide Preservation Plan for Texas—Goal 7: Cultivate Political Commitment

Q30 Check each way your CHC officially reported 2018 activities to your county officials.

Attended county commissioners court regularly

Met with the county judge

Submitted a CHC budget,

Provided suggested CHC appointments,

Plan to present summary of 2018 accomplishments to commissioners court in early 2019

Page 18: Goal 7: Cultivate Political Commitment (continued)

Q31 Check the elected officials that your CHC regularly invited to events and activities in 2018.

We do not regularly invite elected officials to our events

Q32 Please enter your county name and the names of elected officials who attended one or more of your CHC events in 2018. Skip this question if no elected officials attended your events.

Respondent skipped this question

Page 19: Goal 7: Cultivate Political Commitment (continued)

Q33 Check the activities and communications undertaken by your CHC in 2018 in support of Texas history and preservation.	**Issued information to the public at large--newsletters, email, press releases, etc.** , **Submitted articles and/or letters to media outlets** , **Worked with preservation nonprofits who advocate for specific projects** , **Worked with preservation nonprofits who advocate for preservation in general**

Page 20: Statewide Preservation Plan for Texas—Goal 8: Build Capacity of Preservation Community

Q34 Check all of the ways in which your CHC tried to improve appointee participation in 2018.	**Provided educational presentations for your CHC appointees** , **Used the THC website information to educate appointees**
Q35 If you ATTENDED a CHC regional meeting in 2018, please indicate:-- the counties that participated (including your county);-- topics or themes discussed; and -- how many times you have met formally as a group over the years.Please skip if the question does not apply to your CHC.	Respondent skipped this question
Q36 Please list workshops that your CHC hosted in 2018, including information on the educational topic. Providing this information enables our staff to know more about your interests. Skip if the question does not apply to your CHC.	Respondent skipped this question

Page 21: Goal 8: Build Capacity of Preservation Community (continued)

Q37 Reflecting 2018 activity, enter the number of CHC appointees who attended a training offered by the organization listed. Please use numbers only; do not use text or symbols.	Local/regional historical association educational opportunity	**10**

Page 22: Goal 8: Build Capacity of Preservation Community (continued)

Q38 Check the ways in which your CHC made concerted efforts in 2018 to improve work relative to previous years.	**CHC planning,** **Membership and attendance ,** **Preservation education for appointees ,** **Partnerships,** **Presence of CHC and/or county history on Internet ,** **Relationship with county commissioners court**

Page 23: Project Description #1 (of 3) for CHC work from 2018

Q39 Project Description #1 (of 3)—Share ONE project, effort, or service that resulted in a preservation and/or protection outcome. Projects may include, but are not limited to, building rehabilitations, site clean-ups, digitization of archival documents, oral history, etc. Please do not include marker efforts here. Description must include the following information to illustrate the nature of efforts involved: -- your county name-- describe project, effort, or service and your CHC's role in event/effort-- note partners and community involvement in planning and/or implementation-- impact of the project/effort/service—improvements made, public benefit, etc.

The Jefferson County Historical Commission (JCHC) has been deeply involved in efforts to preserve and restore the Tyrrell Park Community Building, a long neglected structure built in the 1930's by the Civilian Conservation Corps Company 845 as part of a Works Progress Administration (WPA) project, which is owned by the City of Beaumont. The building has sustained significant damage from several major storms, beginning with Hurricanes Rita and Ike and most recently from Hurricane Harvey. This building's architecture is unique as the walls are made of handmade shell and concrete bricks and the beams were hand hewn from local Cypress trees. For several years after these storms the JCHC had met with city officials and urged a preservation plan for the building to be a priority.

In the Spring of 2018, JCHC learned of a plan by the City of Beaumont to completely remove the roof from this historic structure and to leave it even further exposed to the elements. As community efforts to save the building began to coalesce, JCHC met with community leaders, city officials and others to intensify a preservation strategy. In May of 2018 JCHC sent a letter to the Beaumont Landmark Commission urging a full restoration of the Tyrrell Park Community Building, a structure that multiple generations have enjoyed for dances, family reunions, graduation parties, and other community events. The Chair of JCHC and other commission members attended and spoke at several public meetings held by the City of Beaumont, including the Beaumont Landmark Commission, which subsequently denied a Certificate of Appropriateness to the city for the roof removal. JCHC members also met with a group of community activists interested in preserving the building. Ultimately a group called the Tyrrell Park Coalition was formed to spearhead this important preservation effort. The group is made up of members of JCHC, Beaumont Heritage Society, the Beaumont Council of Garden Clubs who built and maintain a botanical garden at Tyrrell Park, and other community activists. A member and former Chair of JCHC is the Co-Chair of this Tyrrell Park Coalition preservation group.

Through the efforts of JCHC and these other groups, the City of Beaumont is developing a preservation plan to save this building and to re-purpose it as a visitor's center for Cattail Marsh, a wildlife and birding area the city has developed at Tyrrell Park. Currently the city is awaiting a structural engineer's report and then the bid process will begin for the restoration. The main point of contention left is that the city is currently planning to remove a portion of the roof off one wing of the building and then leaving that area without a roof. The reason for this decision is due to the large size of the building and the cost to roof such a large area which will not be air conditioned per the current plan. The remainder of the building will be air conditioned. All of the preservation groups, including JCHC, are very opposed to leaving any portion of the building without a roof, and talks are ongoing with the city as to how funds could be re-allocated to address this need.

The result of this community led preservation effort is that one of the last few remaining Civilian Conservation Corps built structures of any large size in the State of Texas will be preserved for future generations to enjoy. The building will be re-purposed as a visitor's center to the park which will draw visitors interested in birding and heritage travel.

Page 24: Project Description #2 (of 3) for CHC work from 2018

Q40 Project Description #2 (of 3)—Share ONE project, effort, or service that was focused on educating the citizens of your county and/or celebrating history with the citizens of your county. Description must include the following information to illustrate the nature of efforts involved: -- your county name-- describe project, effort, or service and your CHC's role in event/effort-- note partners and community involvement in planning and/or implementation-- impact of the event/effort/service—attendance, improvements made, public benefit, etc.

The Jefferson County Historical Commission (JCHC) worked with the GIS Specialist in the County Engineer's office to design a web-based interactive county map containing location pins and other information for our historical markers to be placed on the JCHC web page. This map will work on a computer, cell phone, or tablet, and allow anyone interested in viewing our historical markers to easily find them on a map and to visit the markers in person, in addition to displaying an image thumbnail and a link to a larger image where the entire marker text may be read. A search bar allows for search on three criteria: the county number, state atlas number, or title. This project will allow citizens of the county and visitors to learn more about our county's history using technology that most people already know how to use.

Page 25: Project Description #3 (of 3) for CHC work from 2018

Q41 Project Description #3 (of 3)— Share ONE project, effort, or service that educated and/or celebrated history and was promoted to people OUTSIDE of your county. A heritage tourism effort may be described here.Description must include the following information to illustrate the nature of efforts involved: -- your county name-- describe project, effort, or service and your CHC's role in event/effort-- note partners and community involvement in planning and/or implementation-- impact of the event/effort/service—attendance, improvements made, public benefit, etc.

The Jefferson County Historical Commission (JCHC) chose a project in 2018 designed to educate our citizens and visitors on our vibrant past and to celebrate milestones in our history by creating a calendar with historic photographs and events. Members were tasked with selecting photographs that celebrate some of the most important moments in our history or that illustrate daily life, as well as finding dates of historical events to place on the calendar. In our search for data for this project we reached out to museum staff members, local collectors (many of whom are members of the commission), and searched our own JCHC archives.

This project has finally come together, and the information is now ready to go to the printer. We plan on sharing these calendars with our local regional visitor's center and various city Convention and Visitor's Bureaus in order to reach visitors interested in heritage travel in our area and improve attendance at our museums and historic sites.

Page 26: CHC Comments for the THC

Q42 Share your thoughts on THC/CHC Outreach services that have helped your CHC.

The Texas Historical Commission has always been a phone call away when help is needed. Because of time spent helping in Jefferson County's many areas of recovery of Tropical Storm Harvey, some Jefferson CHC members feel they need training in how the JCHC can become a more ethnic diversified representation of our community.

We will be contacting THC for suggestions on how we can accomplish this and inviting a speaker from THC to share how this has been accomplished in other counties. We want to also invite other counties in southeast Texas and along the Gulf Coast and get their input.

Q43 If you'd like, share information not already submitted in this report. Feel free to comment on specific preservation issues--successes and/or challenges--in your county.

In 2017, Jefferson County lost two historical markers due to the fast moving waters and erosion caused by Tropical Storm Harvey. This inspired the JCHC to do a complete marker inventory to make sure there were no additional lost or damaged markers. Each JCHC member chose markers to photograph and complete a form requesting information about the marker.

We were fortunate that we only had to replace two markers. We did learn that several of our markers had been in storage due to churches merging with other congregations or closing completely. We are working with the congregations to get their markers up-to-date.

From the inventory, we also realized that the JCHC's next project will be the cleaning of some of our markers. The JCHC Chair, who has already cleaned several markers, will do a presentation on how to clean markers. Supplies will be provided by the JCHC.

#8

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, January 03, 2019 2:26:18 PM
Last Modified:	Wednesday, February 13, 2019 12:57:23 PM
Time Spent:	Over a month
IP Address:	71.40.211.74

Page 1: CONTACT INFORMATION

Q1 County

Jefferson

Q2 Name of individual completing the Annual Report

Linda McMahen, Jefferson CHC Coordinator

Q3 Mailing Address

1149 Pearl Street - Third Floor

Q4 City/State/Zip

Beaumont TX 77701

Q5 Phone Number

409 835 8701

Q6 E-mail Address

histcomm@co.jefferson.tx.us

Page 2: HISTORIC PRESERVATION OFFICER (HPO) or CLG Representative

Q7 Does the County have a designated Historic Preservation Officer/CLG Representative? **Yes**

Q8 Name of HPO/CLG Representative

Sarah Bellian

Q9 Does the Historic Preservation Officer/CLG Representative satisfy the Secretary of the Interior's Professional Qualification Standards?

YES, under HISTORY

Q10 How many PAID staff members make up the county's preservation program? (e.g. 2 full time, 1 part-time)

1 part-time

Q11 Please list all trainings attended by the Historic Preservation Officer/CLG Representative during the past fiscal year such as a THC workshop, National Trust conference or other preservation-specific training. If none, write "none".

None

Q12 Please list any individual or institutional professional memberships held by the CLG.

Preservation Texas,

Please list any additional memberships not listed above.:

Beaumont Heritage Society; Texas Oral History Association; Texas Archeological Society; East Texas Historical Association, Nederland Historical Society; Tyrrell Historical Library Association, Texas Gulf Historical Society; Port Arthur Historical Society, Beaumont Main Street, Texas Historical Foundation

Page 3: PRESERVATION (CLG) COMMITTEE PART A

Q13 Does the CLG maintain an adequate and qualified CLG Committee as part of, or in coordination with, the County Historical Commission (CHC)?

Yes

Page 4: PRESERVATION (CLG) COMMITTEE PART B

Q14 How many members serve on the CLG Committee?

13

Q15 How many times did the CLG Committee meet during the last fiscal year? (CLG regulations require that commissions meet at least 6 times a year.)

5 --- Sixth Meeting was canceled due to bad weather but several committees met to carry on business until next scheduled meeting.

Q16 Are the Committee meetings held in accordance with the Texas Open Meetings Act?

Yes

Q17 Do the members of the CLG Committee represent the general ethnic diversity of the community? **No**

Q18 Have the CLG Committee or CHC meeting minutes been submitted to the THC for the past fiscal year? (If not, please send ASAP to virginia.owens@thc.texas.gov) **Yes**

Q19 Did the CLG make any new appointments to the CLG Committee during the past fiscal year? (CLG regulations require that all current committee members have resumes on file with the THC.) **NO**

Q20 When does the CLG Committee usually meet? Please include date and time. (e.g. Third Monday of the month at 4pm.)

Third Wednesday of the month at Noon.

Q21 Please list all trainings attended by members of the CLG Committee in the past fiscal year such as a THC workshop, CLG training, National Trust conference or other preservation-specific training, including trainings held by staff. If none, write "none."

Real Places 2018 Heritage Travel Conference - Austin

Q22 Has the CLG Committee adopted the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as the standards for all Committee activities? **YES**

Page 5: PUBLIC PARTICIPATION

Q23 Does the CLG allow for public comment during posted CLG Committee or CHC meetings? **Yes**

Q24 Please describe any projects, educational programs and public outreach activities completed during the past fiscal year. If none, write "none".

None

Page 6: HISTORIC RESOURCES SURVEYS

Q25 Does the CLG maintain a system for the survey and inventory of historic properties? **No**

Q26 Please list all of the CLG's historic resources surveys and updates with the date of completion. (e.g. Post Oak Historic District, 2008; Downtown, 2013; Phase 1 of Countywide survey, 2011)

Respondent skipped this question

Q27 From the surveys listed above, what is the total number of historic properties surveyed in the CLG? (e.g. 546 historic properties)

Respondent skipped this question

Q28 Is the inventory regularly updated to reflect alterations, additions, and demolitions impacting historic resources?

Respondent skipped this question

Q29 What is the format of survey/inventory photos?

Respondent skipped this question

Q30 Is there historical documentation to go with the surveys such as photos and research?

Respondent skipped this question

Q31 Do the surveys include a map showing the locations of the resources?

Respondent skipped this question

Q32 Are the historic resources surveys and/or inventories available to the public?

Respondent skipped this question

Q33 Does the CLG have plans to conduct a new or update an existing survey? If so, please list name of the survey and the projected completion date.

Respondent skipped this question

Page 7: PARTICIPATION IN THE NATIONAL REGISTER PROCESS PART A

Q34 In the past fiscal year, has the CLG reviewed a National Register nomination?

No

Page 8: PARTICIPATION IN THE NATIONAL REGISTER PROCESS PART B

Q35 Did the CLG submit its recommendation regarding the National Register nomination to the THC's National Register Program, the city's chief elected official, the owner of the property, and the applicant of the nomination?

Respondent skipped this question

Q36 Did the CLG host or help host an informational meeting for the public concerning the proposed nomination?

Respondent skipped this question

Q37 Did the CLG provide reasonable opportunity for the public to comment on the National Register nomination? (i.e. at the CLG Committee meeting)

Respondent skipped this question

Page 9: MONITORING PROPERTIES (STATE AND FEDERAL)

Q38 Did the CLG notify the Texas Historical Commission of any activities affecting National Register properties, SALs and RTHLs?

NO

Q39 Did the CLG provide comment on any federal undertakings through the Section 106 Federal Review Process in the past fiscal year?

YES,

Please list any Section 106 projects for which comment was provided to the federal agency in FY17.:

10/15/2017 Verizon Wireless New Tower Submission File # 0007948441 TCNS # 160966 1642 Spindletop Avenue, Beaumont, Jefferson County 04/16/2018 Project review Demolition – 1814 Park Street (Hinchee House) (HUD/106/RTHL) THC Tracking # 201806204 05/10/2018 City of China, TX FY2018 Community Development Block Grant Contract Sewer Improvements 09/05/2018 Proposed Port of Beaumont Rail Repair & Stabilization: Port of Beaumont, Beaumont, Jefferson County TX (106/FEMA) THC Tracking #201812739

Page 10: ACQUIRING PROPERTY

Q40 Does the CLG have the authority to acquire property?

No

Q41 Did the CLG acquire, or help others acquire, any historic property during the past fiscal year through purchase, donation or other means?

NO

Page 11: CLG GRANTS

Q42 Did the CLG apply for an FY17 CLG Grant?

No

Q43 If the CLG did not apply for a CLG grant, what prevented the CLG from applying for CLG grant funds?

Other (please specify):

Jefferson County HPO Sarah Bellian met with the CLG / CHC and it was agreed that no grant would be applied for at that time. The CLG / CHC continued to collect oral histories, pictures, information, etc. from outlying areas not to include CLG cities of Beaumont and Port Arthur.

Page 12: LOCAL PRESERVATION INCENTIVES

Q44 Does the CLG offer any local incentives to support historic preservation projects?	**No local incentives**
Q45 Are there any additional local incentives available for historic preservation projects not offered by the county? (e.g. local nonprofit) If so, please describe.	Respondent skipped this question
Q46 How many properties were assisted by local preservation incentives identified in the question above?	Respondent skipped this question
Q47 Please describe any success stories of property owners using local incentives in the past fiscal year, if any. Example: Lincoln Theater at 123 Main St sat vacant for 10+ years before being bought and re-purposed as a community center. Initial investment:$50,000; façade grant: $15,000.	Respondent skipped this question

Page 13: PRESERVATION PLANNING AND FUTURE GOALS

Q48 Does the CLG have a preservation plan, or a community comprehensive master plan that incorporates preservation goals?	**NO**
Q49 Did the CLG make any revisions or updates to the preservation plan or a community comprehensive master plan during the past fiscal year?	**NO**

Q50 Please describe any anticipated local preservation activities and initiatives for the next fiscal year.

The Jefferson CLG / CHC has been deeply involved in efforts to preserve and restore the Tyrrell Park Community Building, a long neglected structure built in the 1930's by the Civilian Conservation Corps Company 845 as part of a Works Progress Administration (WPA) project, which is owned by the City of Beaumont. The building has sustained significant damage from several major storms, beginning with Hurricanes Rita and Ike and most recently from Hurricane Harvey. This building's architecture is unique as the walls are made of handmade shell and concrete bricks and the beams were hand hewn from local Cypress trees. For several years after these storms the Jefferson CLG / CHC has met with city officials and urged a preservation plan for the building to be a priority.
In the Spring of 2018, JCHC learned of a plan by the City of Beaumont to completely remove the roof from this historic structure and to leave it even further exposed to the elements. As community efforts to save the building began to coalesce, Jefferson CLG / CHC met with community leaders, city officials and others to intensify a preservation strategy. In May of 2018 JCHC sent a letter to the Beaumont Landmark Commission urging a full restoration of the Tyrrell Park Community Building, a structure that multiple generations have enjoyed for dances, family reunions, graduation parties, and other community events. The Chair of Jefferson CLG / CHC and other commission members attended and spoke at several public meetings held by the City of Beaumont, including the Beaumont Landmark Commission, which subsequently denied a Certificate of Appropriateness to the city for the roof removal. CLG / CHC members also met with a group of community activists interested in preserving the building. Ultimately a group called the Tyrrell Park Coalition was formed to spearhead this important preservation effort. The group is made up of members of Jefferson CLG / CHC, Beaumont Heritage Society, the Beaumont Council of Garden Clubs who built and maintained a botanical garden at Tyrrell Park, and other community activists. A member and former Chair of CLG / CHC is the Co-Chair of the Tyrrell Park Coalition preservation group.
Through the efforts of these groups, the City of Beaumont is developing a preservation plan to save this building and to re-purpose it as a visitor's center for Cattail Marsh, a wildlife and birding area the city has developed at Tyrrell Park. Currently the city is awaiting a structural engineer's report and then the bid process will begin for the restoration. The main point of contention left is that the city is currently planning to remove a portion of the roof off one wing of the building and then leaving that area without a roof. The reason for this decision is due to the large size of the building and the cost to roof such a large area which will not be air conditioned per the current plan. The remainder of the building will be air conditioned. All of the preservation groups, including Jefferson CLG /CHC, are very opposed to leaving any portion of the building without a roof, and talks are ongoing with the city as to how funds could be re-allocated to address this need.
The result of this community led preservation effort will be that one of the last few remaining Civilian Conservation Corps built structures of any large size in the State of Texas will be preserved for future generations to enjoy. The building will be re-purposed as a visitor's center to the park which will draw visitors interested in birding and heritage travel.

Q51 Are there any specific issues that the Texas Historical Commission may be able to address in your community? (e.g. CLG grants, preservation planning, survey and inventory, training etc.)

The Texas Historical Commission has always been a phone call away when help is needed. Because of time spent helping in the County-wide recovery of Tropical Storm Harvey, some Jefferson CLG / CHC members feel they need a refresher course in the Certified Local Government program especially the requirements and expectations on how to become a more active CLG.

The Jefferson CLG / CHC will be contacting THC for suggestions on how to do this. One suggestion to consider would be having a speaker from the Texas Historical Commission and inviting our county CLG cities to attend.

Q52 Please use this space to describe any accomplishments of the CLG in the last fiscal year that are not reflected in the questions above.

The Jefferson CLG / CHC worked together with the GIS Specialist in the County Engineer's office to design a web-based interactive county map containing location pins and other information for our historical markers to be placed on the JCHC web page. This map will work on a computer, cell phone, or tablet, and allow anyone interested in viewing our historical markers to easily find them on a map and to visit the markers in person, in addition to displaying an image thumbnail and a link to a larger image where the entire marker text may be read. A search bar allows for search on three criteria: the county number, state atlas number, or title. This project will allow citizens of the county and visitors to learn more about our county's history using technology that most people already know how to use.

Q53 Certification

I hereby certify that the information provided in this report is accurate and correct to the best of my knowledge.

January 31, 2019

To Whom it May Concern,

I have enjoyed being part of the Jefferson County Historical Commission and serving as Historic Preservation Officer for Jefferson County. I was looking forward to serving this year as chair of the Historical Commission, but I have recently been given a tremendous opportunity.

I will be moving to Hawaii the first week of March for a curatorial position at Pearl Harbor. I apologize for the inconvenience I will cause by leaving, especially since I just took over as chair.

I have spoken to Theresa Goodness and Linda McMahen about the situation. My last day in Beaumont will be March 1, 2019. I will continue to assist in any way that I can until I leave.

Thank you,

Sarah Bellian

My cellphone # will remain the same
360-536-8274
I do not yet have a forwarding address.

Jefferson County Historical Commission
2019 – 2020 Appointees

Jay Camp	6175 Navajo Trail	Beaumont, TX 77708
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

Special, March 04, 2019

There being no further business to come before the Court at this time, same is now here adjourned on this date, March 04, 2019