

SPECIAL, 10/28/2013 1:30:00 PM

BE IT REMEMBERED that on October 28, 2013, 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 (ABSENT)

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
October 28, 2013

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
October 28, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **28th** day of **October 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bids for (IFB 13-015/JW), Keith Lake Park Boat Ramp.

SEE ATTACHMENTS ON PAGES 9 - 105

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

2. Receive and file bids for (IFB 13-025/KJS), Ford Park Arena House Public Address System for Jefferson County.

SEE ATTACHMENTS ON PAGES 106 - 146

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

3. Award (IFB 13-015/JW), Keith Lake Park Boat Ramp, to Shirley & Sons Construction Co., Inc., as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 147 - 147

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

4. Consider and approve, execute, receive and file a renewal for (IFB 09-156/KJS), Term Contract for Liquid Soil Stabilizer for Jefferson County with Base Seal International, Inc. for a fourth additional one (1) year renewal from December 5, 2013 to December 4, 2014.

SEE ATTACHMENTS ON PAGES 148 - 148

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

*Notice of Meeting and Agenda and Minutes
October 28, 2013*

5. Consider and possibly approve individual County Department budget purchases of Employee Break Room equipment such as refrigerators and microwaves.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

6. Consider and approve, execute, receive and file Change Order #4 for (IFB 12-030/KJS) Proposed Elevated 200,000 Gallon Water Storage Tank, with Maguire Iron, Inc. to increase contract day by 12 days bringing the total contracted days up to 341 days. (This project is funded by round 1 TDRA Grant Administered by The General Land Office of the State of Texas).

SEE ATTACHMENTS ON PAGES 149 - 151

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

7. Consider and possibly approve, execute, receive and file renewal contract for 2013-2014 Printer Maintenance for Jefferson County with Sirius for the period of November 19, 2013 to November 18, 2014 in the amount of \$22,820.00. In accordance with TXMAS Contract 4-70080.

SEE ATTACHMENTS ON PAGES 152 - 156

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

8. Consider and possibly approve inter-department transfer of (2) Mossburg 590 12 GA Shotguns from Constable Pct. 1 to Constable Pct. 8 as authorized by Local Government Code §262.011 (j).

SEE ATTACHMENTS ON PAGES 157 - 158

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COMMISSIONERS COURT:

9. Consider and possibly approve Constable Eddie J. Collins hiring Nathaniel Lewis as a Deputy Constable for Precinct 8 in accordance with Local Government Code Sec. 86.011.

SEE ATTACHMENTS ON PAGES 159 - 159

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

10. Consider and possibly approve a Proclamation for Home Care and Hospice Month.

SEE ATTACHMENTS ON PAGES 160 - 160

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

11. Consider and possibly approve a Proclamation for Sudden Cardiac Arrest Awareness Month.

SEE ATTACHMENTS ON PAGES 161 - 161

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

12. Consider and possibly and possibly authorize the County Judge to execute Texas Community Development Block Grant Program Contract No. 711281, Amendment No 1.

SEE ATTACHMENTS ON PAGES 162 - 167

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

Notice of Meeting and Agenda and Minutes
October 28, 2013

13. Receive and file executed GLO Contract No. 10-5291-000-5299
 Amendment No.9 for Round 1 Disaster Recovery Funding.

SEE ATTACHMENTS ON PAGES 168 - 181

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

ADDENDUMS

14. Consider and possibly receive a Proclamation for Southeast Texas
 Strides: Lions Walk for Diabetes Awareness.

SEE ATTACHMENTS ON PAGES 182 - 182

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

COUNTY AUDITOR:

15. Consider and approve FY 2014 budget amendment - County Clerk -
 move cost of three copiers.

120-1014-414-5053	RENT-EQUIPMENT	\$6,804.00	
120-1034-414-5053	RENT-EQUIPMENT		\$6,804.00

SEE ATTACHMENTS ON PAGES 183 - 183

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

16. Consider and approve FY 2013 budget amendment - Payroll items - year
 end accruals. See attached schedule.

SEE ATTACHMENTS ON PAGES 184 - 185

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

Notice of Meeting and Agenda and Minutes
October 28, 2013

17. Consider and approve the Certified Roll Jurisdiction Summary Resolution for the tax roll for the tax year 2013 for Jefferson County.

SEE ATTACHMENTS ON PAGES 186 - 188

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

18. Consider and approve renewal of Commercial general liability coverage for Spindletop Park. Renewal coverage is \$2,675.21 excluding Terrorism Coverage.

SEE ATTACHMENTS ON PAGES 189 - 198

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

19. Regular County Bills - check #386602 through check #386832.

SEE ATTACHMENTS ON PAGES 199 - 206

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

ENGINEERING:

20. Consider and possibly approve Work Authorization for the Phase II MS4 Permit Implementation Services Contract with Carroll & Blackman, Inc. in accordance with Attachment A for Permit Year 1 (FY 2014). The total estimate is \$14,460.00, and this is a budgeted item.

SEE ATTACHMENTS ON PAGES 207 - 210

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

SHERIFF'S DEPARTMENT:

21. Consider and possibly approve a Resolution recognizing Donald R. Hayes for 26 years of dedicated service as a Deputy to the Jefferson County Sheriff's Office and to the citizens of Jefferson County.

SEE ATTACHMENTS ON PAGES 211 - 212

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

22. Consider and possibly approve a Resolution recognizing Ricardo S. Vega for 21 years of dedicated service as a Corrections Officer to the Jefferson County Sheriff's Office and to the citizens of Jefferson County.

SEE ATTACHMENTS ON PAGES 213 - 214

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge

EMAILED

October 22, 2013

Mr. Casey Self
R.C. Retaining Walls, Inc.
6260 FM #115
Scroggins, TX 75480
FAX 903-860-7773

Re: Letter of Bonding

Dear Casey:

At your request, we have written this expression that confirms that R.C. Retaining Walls, Inc. is in the process of securing bonding. As intermediary, we are a member of the NASBP and we only work with A rated AMBEST companies and which are listed on the US Treasury Circular #570.

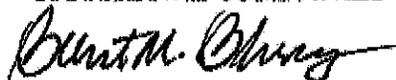
We understand that you are bidding a project referenced as follows:

Jefferson County – Keith Lake Park Boat Ramp, installation of retaining walls, and dredging, Port Arthur, Project #IFB13-015/JW, Estimated Contract Price - \$2,600,000

Our initial discussions and the paperwork definitely does suggest that the construction company has been in business for many years and has experience. It would appear that you are adequately capitalized.

We became aware of this project late last week. While we did not have time to put forth a bid bond, it would appear that the company would qualify for surety credit. We look forward to receipt of a complete underwriting file.

Respectfully,
GRAYHAWK COMPANIES



Brent M. Blonigan
Sr. Vice President/Bond Manager



THE GRAYHAWK
companies

1740 North Collins Blvd., Ste 200 | Richardson, TX 75080
Phone: 972-671-9105 | Fax: 972-671-9804 | Toll Free: 888-509-5559

R.C. RETAINING WALLS, INC.
6260 FM 115
SCROGGINS, TX. 75480
(903) 860-7772

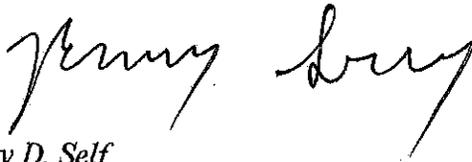
OCTOBER 21, 2013

To Whom It May Concern,

Re: Keith Lake Project

R. C. Retaining Walls, Inc. reserves the right, in its sole discretion, to refuse to provide its services to you, Jefferson County, Texas if any part of job is broken up and awarded to separate contractors. The said bid is based on the entire project and the only way, R. C. Retaining Walls, Inc. would consider only doing part of the work, is if the bid is re-open to bid on each separate entity.

Sincerely,



*Ricky D. Self
Owner
R.C. Retaining Walls, Inc..*



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

September 23, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-015/JW, Keith Lake Park Boat Ramp. Specifications and plans are available for a non-refundable fee of \$25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Donald Rao at 409-835-8584.

Bids are to be 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. 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: Keith Lake Park Boat Ramp
BID NO: IFB 13-015/JW
DUE DATE/TIME: 11:00 AM, October 22, 2013
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

A mandatory Pre-Bid Conference will be held on Tuesday, October 8, 2013 at 9:00 am. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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 – September 25, 2013 and October 2, 2013

CONTRACT DOCUMENTS, AND TECHNICAL SPECIFICATIONS

FOR THE

Keith Lake Park Boat Ramp

JEFFERSON COUNTY, TEXAS

COUNTY COMMISSIONERS

JEFF BRANICK

COUNTY JUDGE

EDDIE ARNOLD

PRECINCT NO. 1

BRENT WEAVER

PRECINCT NO. 2

MICHAEL SINEGAL

PRECINCT NO. 3

EVERETTE ALFRED

PRECINCT NO. 4

PREPARED BY:

JEFFERSON COUNTY
ENGINEERING DEPARTMENT

SEPTEMBER 2013

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 Division
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.

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.**

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. 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.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. 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.

5. County Holidays – 2013

January 1	Tuesday	New Year's Day
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
March 29	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veterans Day
November 28-29	Thursday-Friday	Thanksgiving
December 25-26	Wednesday-Thursday	Christmas

6. 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.

7. 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 offer meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. 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.

9. 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.

10. 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.

11. 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 Division.

12. 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 changes 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.

13. 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.

14. 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.

15. 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.

16. Currency

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

17. 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.

18. Notice to Proceed/Purchase Order

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

19. 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.

20. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

21. 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 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 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified

to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

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

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Job Number, Job Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. 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.

4. 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).

5. 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.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

7.2 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.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 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.

7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

7.5.1 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

7.5.2 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.

7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- 7.7 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.
- 7.8 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.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 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.
 - 7.9.2 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.
 - 7.9.3 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.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 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.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 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
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 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.
- 7.11 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.

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: SDIC
 Address: 7504 Collier St. Fort Smith, Ar. 72916
 Contact Person and Title: Jerry Carter / Project Manager
 Phone: (479) 462-4570 Fax: _____
 Contract Period: 03/2012 - 06/2012 Scope of Work: 4500' Retaining Wall

REFERENCE TWO

Government/Company Name: Conaway Homes
 Address: 101 Business Park Dr. Whitehouse, Tx 75791
 Contact Person and Title: Brian Conaway - Owner
 Phone: (903) 330-0003 Fax: (903) 839-3930
 Contract Period: 06/01/2012 - 06/14/2011 Scope of Work: Retaining Wall

REFERENCE THREE

Government/Company Name: Steven McGilberry Attorney at Law
 Address: 5720 LBJ Freeway, Suite 575, Dallas, Tx. 75240
 Contact Person and Title: Steven McGilberry - Attorney
 Phone: (214) 770-6255 Fax: (972) 392-1260
 Contract Period: 06/2012 - 11/22/2012 Scope of Work: Custom Home, Bathroom, and Retaining Wall

Bidder Shall Return Completed Form with Offer.



Preferred Contractors Insurance Company, RRG

27 North 27th Street, Suite 1900
Billings, Montana 59101

COMMERCIAL GENERAL LIABILITY POLICY
COMMON POLICY DECLARATIONS

Policy No. PC87290

New Policy

Named Insured and Mailing Address
RC Retaining Wall Inc.

Producer

6260 FM 115
Scroggins TX 75480

Commercial Insurance.Net, LLC DBA Norman C
219 W. Boyd Ste 205
Norman OK 73069

Member: RC Retaining Wall Inc.

Named Insured: Member

Risk Retention Group: Preferred Contractors Insurance Company, RRG

Policy Period: From 3/13/2013 to 3/13/2014 at 12:01 A.M. Standard Time at your mailing address shown above.

The **Inception Date** for the **Policy** is 12:01 a.m. on 3/13/2013

NOTICE

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

PLEASE READ ALL PORTIONS OF THIS POLICY CAREFULLY. THERE ARE A NUMBER OF EXCLUSIONS, CONDITIONS, ENDORSEMENTS AND TERMS CONTAINED IN THIS POLICY THAT MAY DELETE, MODIFY OR EXPAND THE COVERAGE PROVISIONS STATED ELSEWHERE IN THE POLICY. ALL PORTIONS OF THIS POLICY ARE TO BE READ TOGETHER. BY ACCEPTING THIS POLICY, THE INSURED HAS AGREED TO READ THE POLICY IN ITS ENTIRETY WITHIN SEVEN (7) DAYS OF ITS ISSUANCE.



Preferred Contractors Insurance Company, RRG

In return for the payment of premium, and subject to all the terms, conditions and exclusions of this Policy, we agree with you to provide the insurance as stated in this Policy.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART FOR WHICH A MINIMUM AND DEPOSIT PREMIUM IS INDICATED. MINIMUM AND DEPOSIT PREMIUM SHALL BE DEFINED AS THE PREMIUM AMOUNT DUE AT THE INCEPTION OF THE POLICY, EVEN THOUGH THE POLICY IS "RATABLE (SUBJECT TO ADJUSTMENT BASED ON RATE PER SALES)", UNDER NO CIRCUMSTANCES WILL THE ANNUAL EARNED PREMIUM BE LESS THAN THE MINIMUM PREMIUM, AND WILL NOT GENERATE A RETURN PREMIUM. THIS POLICY IS SUBJECT TO AUDIT.

DAMAGES RESULTING FROM WORK OR OPERATIONS WHICH ARE NOT SPECIFIC AND CUSTOMARY TO THE DESCRIPTION OF OPERATIONS LISTED ON THE APPLICATION OR CLASSIFICATION SHOWN, OR OTHERWISE LISTED IN THE APPLICATION USED TO BIND, ARE NOT COVERED ON THIS POLICY.

AGGREGATE OCCURRENCE	\$ 2,000.000
PRODUCTS/COMPLETED OPERATIONS	\$ 1,000.000
PERSONAL/ADVERTISING INJURY	\$ 1,000.000
PROPERTY DAMAGE	\$ 1,000.000
BODILY INJURY	\$ 1,000.000
FIRE LEGAL	\$ 1,000.000
MED PAY	\$ 50.000
DEDUCTIBLE	\$ 5,000
	\$ 1,000

PREMIUM	\$ 3,530.00	
SUBSCRIPTION FEE	\$ 1,175.49	
STATE TAX	\$ 141.20	
OTHER TAX	\$ 0.00	
INSPECTION FEE	\$ 150.00	
PROGRAM FEE	\$ 500.00	
ADDITIONAL INSURED ENDORSEMENTS (on request only)	\$ 0.00	
	\$	
Total Premium	\$ 5,496.69	

COMMON POLICY DECLARATIONS

MANUSCRIPT POLICY PROVISIONS PCIC 03 TC 09 12

ENDORSEMENTS listed below

NOTE THE FOREGOING POLICY FORMS ARE SUBJECT TO EXCLUSIONS, CONDITIONS, ENDORSEMENTS AND TERMS THAT MAY DELETE, MODIFY OR EXPAND THE COVERAGE PROVISIONS STATED ELSEWHERE IN THE POLICY.



Preferred Contractors Insurance Company, RRG

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THERE MAY BE ADDITIONAL ENDORSEMENTS TO YOUR POLICY; PLEASE REVIEW THE ENDORSEMENT LIST ON THE POLICY DECLARATIONS. IF THERE ARE ADDITIONAL ENDORSEMENTS, THEY REMAIN IN EFFECT AND ARE APPLICABLE	



THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENTS THAT MAY DELETE, LIMIT, MODIFY OR EXPAND THE COVERAGE PROVISIONS STATED ELSEWHERE IN THE POLICY.

LIST OF MANUSCRIPT ENDORSEMENTS:

TERRORISM, ENDORSEMENT NO. 05
POOL POP UP / OVERFLOW LIMITS, ENDORSEMENT NO. 07
SUBCONTRACTOR CONDITIONS, ENDORSEMENT NO. 18
AFB PREMIUM SHORT RATE CANCELLATION TABLE, ENDORSEMENT NO. 27
PROJECT SHARED AGGREGATE, ENDORSEMENT NO. 35
SHARED AGGREGATE, ENDORSEMENT NO. 36
OIL BASED PAINT AND FLAMMABLE PRODUCTS, ENDORSEMENT NO. 41
UNLICENSED CONTRACTORS, ENDORSEMENT NO. 51

LIST OF ADDITIONAL MANUSCRIPT ENDORSEMENTS:

DELETION OF SHARED AGGREGATE, ENDORSEMENT NO. 76



I. TERM

Coverage under this **Policy** shall commence at 12:01 a.m., Standard Time at your address, the **Inception Date**, as defined in the Declarations. Except as otherwise set forth in this **Policy** or the **Contract**, the **Policy** shall expire at 12:01 a.m., Standard Time at your address, on the date of expiration, which shall be one calendar year from the **Inception Date**.

II. COVERAGE AFFORDED

In accordance with the terms of this **Policy** and subject to the terms of the **Contract**, including the limits of insurance stated on the Declaration Page and all endorsements, exclusions, terms and conditions which are a part of this **Policy**, the **Policy** will provide the coverages for any claim properly made for a **Covered Loss** as set forth in the Manuscript Commercial General Liability Coverage Form No. PCIC 03 TC 09 12.

Notwithstanding any other provisions contained in this **Policy**, the coverages set forth are limited to:

- (A) A claim made for a **Covered Loss** not covered by other insurance;
- (B) A claim asserted by a third party (i.e. a party who is neither an insured, nor related by ownership or management to the **Member**) where such claim directly substantially relates to an insured's project.
- (C) A claim for a **Covered Loss** which is timely and properly reported in accordance with the terms of this **Policy**.

Subject to these provisions as well as the other provisions of this **Policy**, including exclusions, endorsements, conditions, and terms, which may limit coverage, the **Policy** includes the coverages set forth in the following Manuscript Commercial General Liability Coverage

Form No. PCIC 03 TC 09 12.

EMAILED

October 22, 2013

Mr. Casey Self
R.C. Retaining Walls, Inc.
6260 FM #115
Scroggins, TX 75480
FAX 903-860-7773

Re: Letter of Bonding

Dear Casey:

At your request, we have written this expression that confirms that R.C. Retaining Walls, Inc. is in the process of securing bonding. As intermediary, we are a member of the NASBP and we only work with A rated AMBEST companies and which are listed on the US Treasury Circular #570.

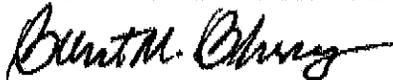
We understand that you are bidding a project referenced as follows:

Jefferson County – Keith Lake Park Boat Ramp, installation of retaining walls, and dredging, Port Arthur, Project #IFB13-015/JW, Estimated Contract Price - \$2,600,000

Our initial discussions and the paperwork definitely does suggest that the construction company has been in business for many years and has experience. It would appear that you are adequately capitalized.

We became aware of this project late last week. While we did not have time to put forth a bid bond, it would appear that the company would qualify for surety credit. We look forward to receipt of a complete underwriting file.

Respectfully,
GRAYHAWK COMPANIES



Brent M. Blonigan
Sr. Vice President/Bond Manager



THE GRAYHAWK
COMPANIES

1740 North Collins Blvd., Ste 200 | Richardson, TX 75080
Phone: 972-671-9105 | Fax: 972-671-9804 | Toll Free: 888-509-5559

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

Taxpayer Identification Number (T.I.N.):	20-0864885
Company Name submitting bid/proposal:	R.C. Retaining Walls, Inc.
Mailing address:	6260 FM 115 Scroggins, Tx. 75480
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	

* 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.

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.

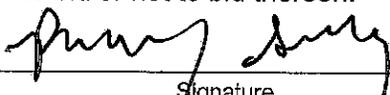
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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.

R.C. Retaining Walls, Inc.
Bidder (Entity Name)


Signature

6260 FM 115
Street & Mailing Address

Ricky Self
Print Name

Scroggins, Texas 75480
City, State & Zip

10/21/2013
Date Signed

(903) 860-7772
Telephone Number

(903) 860-7773
Fax Number

rickyself06@yahoo.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) *N/A*

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7.

N/A

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** *Please see letter on the next page.*

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.

Ricky Self
Printed Name of Authorized Representative

[Signature]
Signature

Owner
Title

10/21/2013
Date

Bidder Shall Return Completed Form with Offer.

R.C. RETAINING WALLS, INC.
6260 FM 115
SCROGGINS, TX. 75480
(903) 860-7772

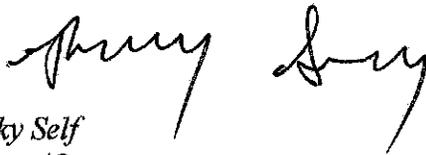
OCTOBER 21, 2013

To Whom It May Concern,

Re: Keith Lake Project

R. C. Retaining Walls, Inc. has zero HUB participation on this job in particular. The reason being, is that we can handle all of the job requirements in house since this is the scope of our business and what we specialize in.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ricky Self".

*Ricky Self
Owner/Operator
R.C. Retaining Walls, Inc.*

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): N/A

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): N/A

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: No need for any subcontracting, this is our field of work.

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 *N/A* 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 *N/A* 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: _____
N/A

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.

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 Franklin

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

on this day personally appeared Ricky Self, who
(name)

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

"I, Ricky Self am a duly authorized officer of/agent
(name)
for B.C. Retaining Walls, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said B.C. Retaining Walls, 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: B.C. Retaining Walls, Inc.

6260 FM 115 Scroggins, TX. 75480

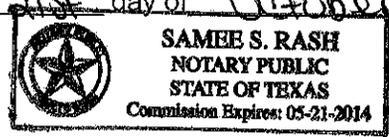
Fax: (903) 860-7773 Telephone# (903) 860-7772

by: Ricky Self Title: Owner
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named Ricky Self on

this the 1st day of October, 2013.



Samee S. Rash
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Project: Keith Lake Park Boat Ramp

PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE
TO "JEFFERSON COUNTY".

WORK CONSISTING OF CONSTRUCTING A BOAT RAMP, INSTALLING SHEET PILING, AND DREDGING IN JEFFERSON COUNTY

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 80 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A). Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

BID PROPOSAL MUST NOT BE DISASSEMBLED

Project: Keith Lake Park Boat Ramp

CONTRACT

This agreement made this _____ day of _____, 201_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the park improvements as shown and described in the plans, specifications and special provisions 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 specifications, special provisions and plans, 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 the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning _____.

The work to be constructed under this contract shall be completed in 80 working days.

And 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 Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

Director of Engineering

CONTRACTOR

Party of the Second Part

By: _____
(Title)

By: _____
(Title)

Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:

(IFB 13-015/JW), Keith Lake Park Boat Ramp

Bidder's Company/Business Name: R.C. Retaining Walls, Inc.

Bidder's TAX ID Number: 20-0864885

Contact Person: Ricky Self **Title:** Owner

Phone Number (with area code): (903) 860-7772

Alternate Phone Number if available (with area code): (903) 588-4553

Fax Number (with area code): (903) 860-7773

Email Address: rickyself06@yahoo.com

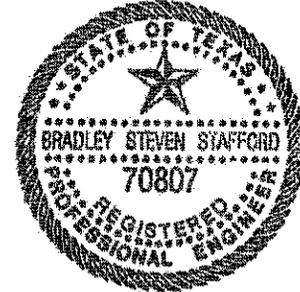
Please provide a physical address for bid bond return:

6260 FM 115

Scroggins, Tx. 75480

Project: Keith Lake Park Boat Ramp

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



Bradley Steven Stafford

9-17-15

The seal appearing on this document was authorized by

Bradley Steven Stafford, P.E.

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: R.C. Retaining Walls, Inc.
By: Ricky Self, owner

\$ 2,600,000.00
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.

BID FORM

PROJECT: KEITH LAKE PARK BOAT RAMP

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2003		EXCAVATION (SPECIAL) <u>Twenty One</u> DLRS AND <u>NO</u> CENTS	CY	21,860.00	\$459,060.00
	0132	2001		EMBANKMENT (FINAL) (ORD COMP) (TY A) <u>Fifty four</u> DLRS AND <u>NO</u> CENTS	CY	281.00	\$15,114.00
	0400	2001		STRUCT EXCAV <u>Twenty four</u> DLRS AND <u>NO</u> CENTS	CY	1,376.00	\$33,024.00
	0420	2013		CL C CONC (MISC) <u>Six hundred thirty nine</u> DLRS AND <u>fifty four</u> CENTS	CY	516.00	\$330,002.64
	0500	2001		MOBILIZATION <u>Twenty two thousand four hundred thirty nine</u> DLRS AND <u>thirty six</u> CENTS	LS	1.00	\$22,439.36
	0502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING <u>Three hundred</u> DLRS AND <u>NO</u> CENTS	MO	5.00	\$1500.00
	5000	0001		VINYL SHEET PILING <u>Eighteen</u> DLRS AND <u>NO</u> CENTS	SF	96,600.00	\$1,738,800.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	\$2,600,000.00

Project: Keith Lake Park Boat Ramp

**DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS**

The following goal for disadvantaged business enterprises is established:

DBE

0.0%

Project Number:

Sheet: 1

County: Jefferson County

Project: Keith Lake Park Boat Ramp

General Notes:

Station limits are approximate and may be adjusted to meet field conditions.

The Contractor shall be responsible for all maintenance of the entrance road, staging area and appurtenances within the barricades for the duration of the project.

In the event utility lines needing unforeseen adjustments are encountered during construction operations, alter operations and continue to prosecute the contract in such a manner that will allow utility adjustments to be made by others.

The Contractor shall allow county forces to enter the project to accomplish such work as may be deemed necessary by the Engineer.

All designated waste material shall become the property of the Contractor and shall be disposed of at a place off the right of way as approved by the Engineer.

The removal of occasional trees and brush within the limits of the project shall not be paid for directly, but shall be considered subsidiary to the various bid items, and shall conform to Item 100 except for measurement and payment.

Item 110: Excavation

Material excavated for the lagoon and boat cut shall be placed in the mitigation areas designated on the plans as directed by the Engineer.

Soil will be removed from Mitigation Area F until an elevation of +0.5 ft MSL is attained. Soils removed are to be used in construction activities to occur in uplands or as directed by the Engineer.

Where the boat cut goes through an embankment ridge, the ridge will be removed to the elevation of the adjacent ground for a distance of 20 feet behind the sheet pile and then tapered up at a 1:1 slope. The removed soil will be deposited in an adjacent mitigation area.

Item 400: Excavation and Backfill for Structures

Material excavated for the boat ramp shall be placed in the mitigation areas designated on the plans as directed by the Engineer.

Item 420: Concrete Structures

Concrete will be a plans quantity item.

Project Number:

Sheet: 2

County: Jefferson County

Project: Keith Lake Park Boat Ramp

Do not use membrane curing.

The wood piling driven under the boat ramp and the cement stabilized sand shall be subsidiary to this item. The county has a stockpile of approximately 120 wood piles varying from 20' to 40' in length that may be used under the boat ramp.

Embankment under the boat ramp will not be paid for directly, but shall be considered subsidiary to this item. Soil removed from Mitigation Area F may be used for this purpose.

The surface of the walkways will receive a tine finish to provide roughness.

Item 502: Barricades, Signs, & Traffic Handling

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the Engineer.

Metal posts, if used, are to be galvanized.

Aluminum signs, if used, will meet the following minimum thickness requirements:

<u>Square Feet</u>	<u>Minimum Thickness</u>
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards in the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and/or as directed by the Engineer.

Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Any such additional signs and barricades will be considered subsidiary to Item 502.

Item 5000: Vinyl Sheet Piling

The price for this item shall be full compensation for furnishing and placing all vinyl sheet piling retaining wall materials including timber piling, timber wales, fasteners, backfill and any other related items.

The types and dimensions of all materials will be shown on the plans.

JEFFERSON COUNTY

GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
 ITEM 110 EXCAVATION (132)
 ITEM 132 EMBANKMENT (100) (204) (210) (216) (400)
 ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES (132) (401) (420) (421)
 ITEM 420 CONCRETE STRUCTURES (400) (421) (427) (438) (440) (448)
 ITEM 500 MOBILIZATION
 ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES

SPECIAL PROVISION "SPECIAL LABOR PROVISIONS" (000---007)
 SPECIAL PROVISION "NONDISCRIMINATION" (000---2607)

SPECIAL SPECIFICATIONS:

ITEM 5000 VINYL SHEET PILING (404) (406) (442) (445) (447) (491) (492)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

General Decision Number: TX130056 01/04/2013 TX56

Superseded General Decision Number: TX20120056

State: Texas

Construction Type: Highway

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

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

Modification Number	Publication Date
0	01/04/2013

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	

Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
 Servicer.....	 \$ 13.97
 Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder....	\$ 12.85
Structural Steel.....	\$ 14.39
 TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: TX130075 01/04/2013 TX75

Superseded General Decision Number: TX20120075

State: Texas

Construction Type: Heavy Dredging

Counties: Texas Statewide.

DREDGING PROJECTS ALONG THE TEXAS GULF COAST AREA INCLUDING ALL
PUBLIC CHANNELS, HARBORS, RIVERS, TRIBUTARIES AND THE GULF
INTRACOASTAL WATERWAYS

Modification Number Publication Date
0 01/04/2013

* SUTX1994-001 01/18/1994

	Rates	Fringes
Derrick Operator.....	\$ 7.25	
Dozer Operator.....	\$ 7.25	
Dredge 16" and Over		
DECKHAND.....	\$ 7.25	
DREDGE TENDER OPERATOR.....	\$ 7.25	
FIREMAN.....	\$ 7.25	
FIRST ASSISTANT ENGINEER....	\$ 7.25	
LEVERMAN.....	\$ 7.25	
OILER.....	\$ 7.25	
SECOND ASSISTANT ENGINEER...\$	7.25	
SHOREMAN.....	\$ 7.25	
THIRD ASSISTANT ENGINEER....\$	7.25	
TRUCK DRIVER.....	\$ 7.25	
WELDER.....	\$ 7.25	
Dredge Under 16"		
DECKHAND.....	\$ 7.25	
DREDGE TENDER OPERATOR.....\$	7.25	
LEVERMAN.....	\$ 7.25	
OILER.....	\$ 7.25	
WELDER.....	\$ 7.25	
Hydraulic Dredging		
FIRST COOK.....	\$ 7.25	
HANDYMAN.....	\$ 7.25	
JANITOR - CABIN PERSON.....\$	7.25	
MESS PERSON.....	\$ 7.25	
SECOND COOK.....	\$ 7.25	
Marsh Buggy Dragline		
OILER.....	\$ 7.25	
OPERATOR.....	\$ 7.25	

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

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

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

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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

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survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) ~~If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative~~

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

2004 Specifications

SPECIAL PROVISION

000---007

Special Labor Provisions for State Projects

General. This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates", and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

Minimum Wages, Hours and Conditions of Employment. All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designated to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

Record and Inspections. Keep copies of weekly payrolls for review. Require Subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require Subcontractors to post or make available to employees the prevailing wage rates from the Contract.

2004 Specifications

SPECIAL PROVISION

000--2607

Nondiscrimination

Description. All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

Definition of Terms. Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

Nondiscrimination Provisions. During the performance of this contract, the contractor agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SPECIAL SPECIFICATION

5000

Vinyl Sheet Piling

5000.1. Description. This Item shall govern for furnishing and constructing a vinyl sheet pile retaining wall to hold the surrounding earth and construct to the lines and grades on the plans and in accordance with this item.

5000.2. Materials. All vinyl sheet piling shall be ShoreGuard vinyl sheet piling Series 425 or an engineer approved equivalent meeting the following physical characteristics:

A. Sheet Pile Material. All sheet piling shall be manufactured entirely from a rigid, high impact, UV-inhibited, weatherable vinyl compound. All exposed surfaces of the sheet piling shall be UV resistant, and comprised of virgin material with a minimum ASTM D4216 Cell Classification of 1-42443-33 to ensure reliable performance and color consistency. If mono-extrusion technology is used, the entire sheet pile must be comprised of virgin material with a minimum ASTM D4216 Cell Classification of 1-42443-33.

B. Section Modulus. The section modulus of the sheet piling shall be no less than 14.3 in³ per linear foot of wall.

C. Moment of Inertia. The moment of inertia of the sheet piling shall be no less than 57 in⁴ per linear foot of wall.

D. Thickness. The sheet piling must have a minimum thickness of 0.285 inches.

E. Depth. The sheet piling must have a maximum section depth of 8.0 inches to prevent web buckling.

F. Coverage & Interlocks. The sheet piling must have a minimum width of 24 inches per sheet resulting in a maximum of 0.5 interlocks per linear foot of wall.

G. Locking System. All male interlocks must incorporate I-Beam Lock reinforcement to resist lock separation and decrease seepage.

H. Surface Finish/Appearance. The sheet piling must be grey in color. Color samples to be approved by the engineer.

Alternate products or manufacturers may be used, provided they have products in service for applications similar in scope and function to this project that meet or exceed all the performance requirements of this specification.

Alternate manufacturers shall provide no less than five (5) references for projects similar in scope and function and which have been in service for no less than one (1) year, which shall include the following:

- Detailed project description & location
- Completion Date
- Name and address of owner

Alternate manufacturers must submit all documentation (references, spec sheets, etc.) and one (1) physical sample for each product requested for approval no less than ten (10) days prior to bid. Alternate manufacturers shall be approved, in writing, by the Jefferson County Director of Engineering.

5000.3. Construction.

A. Related Components. Fasteners and plate washers shall conform to ASTM A36 steel and shall be hot dipped galvanized per ASTM A 153. All timber shall meet AWPA standard C3. Timber piling furnished by the Contractor shall be in accordance with Item 406, "Timber Piling" and Item 492, "Timber Preservative and Treatment".

B. Storing and Handling. At all points, suitable precautions shall be taken to prevent breakage, splitting, warping, distortion or any damage that may cause the piling to be rejected. The piling shall be handled with nylon rope slings or by hand.

C. Driving Equipment. Driving equipment shall be any of the following equipment: 500 to 3,500 pound drop hammer, APE, Vulcan, or ICE vibratory hammer, vibratory plate compactor, concrete breaker with driving helmet, water jet, rail jet, or 90 lb. Jackhammer. No other equipment will be accepted without prior approval from the Engineer.

D. Tolerance for Driving. All sheet piling sheets shall be plumb in both directions using a carpenter's level.

E. Protection of Sheet piling. A steel driving head suitable for vinyl sheet piling shall be used. If the top of the sheet piling is being damaged during driving, timber cushion blocks shall be used to protect the sheet piling from damage during driving. The thickness of the cushion block and the number of drives per cushion block shall be determined by the Engineer.

F. Cut-Offs. All sheet piling shall be driven to the elevations as shown on the plans. No cut-offs shall be allowed without prior approval of the Engineer.

5000.4. Measurement. This Item shall be measured by the square foot of surface area of the sheet piling complete in place.

5000.5. Payment. The work performed and the materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "Vinyl Sheet Piling". This price shall be full compensation for furnishing and placing all vinyl sheet piling retaining wall materials including timber piling, timber wales, fasteners, backfill and any other related items.



JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: 13-015/JW
 IFB Title: Keith Lake Park Boat Ramp
 IFB Due: **11:00 am, Tuesday, October 22, 2013**
 Addendum No.: 1
 Issued (Date): October 15, 2013

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:

The following modifications are made to the plans and contract documents:

1. Sheet 17 of the plans shows the centerline of the walers at an approximate elevation of -0.5'. The walers may be located higher on the sheet pile to accommodate construction.
2. Sheet 18 of the plans calls for 2 – ¾" Dia. x 28" galvanized bolts at each timber pile and 2 – ¾" Dia. x 18" galvanized bolts at the mid-point between timber piles. 1 – 1" Dia. x 28" galvanized bolt and 1 – 1" Dia. x 18" galvanized bolt may be used at the respective locations in lieu of the drawing.
3. Sheet 18 of the plans also calls for the bolts to be countersunk. Countersinking will only be required along the sheet pile wall adjacent to the boat ramp.

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:

Joseph R. Walker
Witness

Brandon Rogent
Witness

Approved by _____ Date: _____

[Signature]
Authorized Signature (Bidder)

Owner
Title of Person Signing Above

R.C. Retaining Walls, Inc.
Typed Name of Business or Individual

6260 FM 115 Scroggins, Tx. 75480
Address

Sealed Bid

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

10-22-13A09:47 RCVD

Bid Name: Keith Lake Park Boat Ramp

Bid NO: IFB 13-015/JW

R.C. Retaining Walls Inc
6260 FM 115
Seagraves, TX 75480

Project: Keith Lake Park Boat Ramp

PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT"
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE
TO "JEFFERSON COUNTY".

WORK CONSISTING OF CONSTRUCTING A BOAT RAMP, INSTALLING SHEET PILING, AND DREDGING IN JEFFERSON COUNTY

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 80 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A). Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

BID PROPOSAL MUST NOT BE DISASSEMBLED

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: Shirley & Sons Construction Co, Inc.

By: [Signature]

\$ 2,233,035.⁰⁸
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.

BID FORM INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

In the "Unit Bid Price Only" Column: Write the words of the Per Unit Bid Price. Do Not write in your total price for the line item.

In the "Item Total" Column: Write in the Numbers of the Item Total.
The Item Total should equal the Unit Bid Price multiplied by the Approx. Quantities

Example: You want to bid \$15.00 per LF for Removing Conc (Curb)
Note the Item Total is calculated by: \$15.00 (Unit Bid Price) X 466.00 (Approx. Quantities) = \$6,990.00

Total Bid Amount: Take each calculated Item Total per line and add together for the Total Bid Amount located on the Notice to the Bidder Page.

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2021		WRITTEN IN WORDS REMOVING CONC (CURB) <i>Fifteen</i> EXAMPLE DARS AND <i>No</i> CENTS	LF	466.00	\$6,990.00

Unit price for each linear foot of Concrete Curb Removed

	340	2034		D-GR HMA (METH) TY-C PG64-22 <i>One Hundred</i> EXAMPLE DARS AND <i>No</i> CENTS	TON	95.00	\$9,500.00
--	-----	------	--	--	-----	-------	------------

Unit price for each ton of Hot Mix Asphalt

	530	2010		DRIVEWAYS (CONC) <i>Thirty Five</i> EXAMPLE DARS AND <i>Thirty Four</i> CENTS	SY	90.00	\$3,180.60
--	-----	------	--	---	----	-------	------------

Unit price for each square yard of Driveway

	644	2060		REMOVE SM RD SN SUP & AM <i>Nineteen</i> EXAMPLE DARS AND <i>Fifty</i> CENTS	EA	50.00	\$975.00
--	-----	------	--	--	----	-------	----------

Unit price for each Small Road Sign Removed

BID FORM

PROJECT: KEITH LAKE PARK BOAT RAMP

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2003		EXCAVATION (SPECIAL) <u>Twelve</u> DLRS AND <u>Sixty</u> CENTS	CY	21,860.00	275,436. ⁰⁰ /
	0132	2001		EMBANKMENT (FINAL) (ORD COMP) (TY A) <u>Ten</u> DLRS AND <u>No</u> CENTS	CY	281.00	2,810. ⁰⁰
	0400	2001		STRUCT EXCAV <u>eighteen</u> DLRS AND <u>fifty three</u> CENTS	CY	1,376.00	25,497. ²⁸
	0420	2013		CL C CONC (MISC) <u>Seven hundred one</u> DLRS AND <u>fifty five</u> CENTS	CY	516.00	361,999. ⁸⁰
	0500	2001		MOBILIZATION <u>one hundred fifty thousand</u> DLRS AND <u>No</u> CENTS	LS	1.00	150,000. ⁰⁰
	0502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING <u>one thousand</u> DLRS AND <u>No</u> CENTS	MO	5.00	5,000. ⁰⁰
	5000	0001		VINYL SHEET PILING <u>fourteen</u> DLRS AND <u>Sixty two</u> CENTS	SF	96,600.00	1,412,292. ⁰⁰ /
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	2,233,035. ⁰⁸ /

Project: Keith Lake Park Boat Ramp

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



Bradley Steven Stafford

9-17-15

The seal appearing on this document was authorized by

Bradley Steven Stafford, P.E.

Project: Keith Lake Park Boat Ramp

**DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS**

The following goal for disadvantaged business enterprises is established:

DBE

0.0%

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: LCRA
 Address: 3700 Lake Austin Blvd Austin TX 78703
 Contact Person and Title: Jason Bolen
 Phone: 512-578-3593 Fax: 512-473-4094
 Contract Period: 5-29-12 - 8-29-12 Scope of Work: 2,000 LF Vinyl sheetpile

REFERENCE TWO

Government/Company Name: Spaw Glass Inc.
 Address: 13800 west Road Houston TX 77041
 Contact Person and Title: Jerry Vandervoort
 Phone: 281-970-5300 Fax: 281-970-5305
 Contract Period: 6-4-12 - 11-26-12 Scope of Work: 20,000 SF Vinyl Bulkhead
300 35' wood Piles

REFERENCE THREE

Government/Company Name: Recon Services
 Address: 9977 west Sam Houston Pkwy North Suite 100 Austin, TX 77064
 Contact Person and Title: Sean Finn
 Phone: 281-728-7247 Fax: _____
 Contract Period: 7-1-13 - 8-12-13 Scope of Work: 19,200 SF Vinyl sheetpile

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.

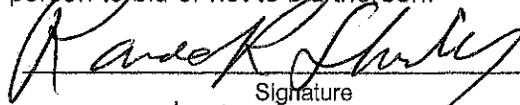
Shirley Sons Construction Co. Inc
Bidder (Entity Name)

15705 Fm 787 west
Street & Mailing Address

Cleveland TX 77327
City, State & Zip

713-222-7881
Telephone Number

SSconstruction@earthlink.net
E-mail Address


Signature

Donald R. Shirley
Print Name

10-22-13
Date Signed

281-592-9543
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>Shirley & Sons Construction Co. Inc</i></p>	
<p>2. <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center; font-size: 1.5em; margin-top: 20px;"><i>N/A</i></p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center; font-size: 1.5em; margin-top: 20px;"><i>N/A</i></p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

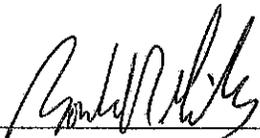
D. Describe each affiliation or business relationship:

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7.



10-22-13

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|--|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. <i>Specialized field going to do the work ourselves.</i> |

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.

Ronald R. Shirley

Printed Name of Authorized Representative

Ronald R. Shirley

Signature

President

Title

10-22-13

Date

Bidder Shall Return Completed Form with Offer.

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

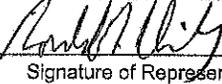
This information must be submitted with your bid.

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: Shirley & Sons Construction Co, Inc. HUB: Yes No
 Address: 15705 fm 787 West Cleveland TX 77327
Street City State Zip
 Phone (with area code): 713-222-7881 Fax (with area code): 281-592-9543
 Project Title & No.: Keith Lake Boat Ramp IFB 13-015/JW
 Prime Contract Amount: \$2,233,035.⁰⁸

HUB Subcontractor Name: N/A
 HUB Status (Gender & Ethnicity): _____
 Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
 Address: _____
Street City State Zip
 Phone (with area code): _____ Fax (with area code): _____
 Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Subcontract Work to be Performed: _____

<u>Ronald R. Shirley</u>		<u>10-22-13</u>
Printed Name of Contractor Representative	Signature of Representative	Date
<u>N/A</u>		
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: Shirley + Sons Construction Co, Inc. HUB: Yes No

HUB Status (Gender & Ethnicity): N/A

Address: 15705 fm 787 west Cleveland TX 77327
Street City State Zip

Phone (with area code): 713-222-7881 Fax (with area code): 281-592-9543

Project Title & No.: Keith Lake Boat Ramp IFB/RFP No.: IFB13-015/JW

Total Contract: \$ 2,232,035.⁰⁸ Total HUB Subcontract(s): \$ 0.⁰⁰ N/A

Construction HUB Goals: 12.8% MBE:: N/A % 12.6% WBE: N/A %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/AAddress: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/AAddress: _____
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): Ronald R. Shirley (Shirley & Sons Construction, Inc.)Title: PresidentSignature: [Handwritten Signature]Date: 10-22-13E-mail address: SSConstruction@earthlink.net

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

Name (print or type): Ronald R. ShirleyTitle: PresidentDate: 10-22-13E-mail address: SSConstruction@earthlink.net

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

Taxpayer Identification Number (T.I.N.):	74-1871807
Company Name submitting bid/proposal:	Shirley & Sons Construction Co. Inc.
Mailing address:	P.O. Box 429 Cleveland TX 77328
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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Liberty

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ronald R Shirley, who (name) after being by me duly sworn, did depose and say:

"I, Ronald R Shirley (name) am a duly authorized officer of/agent for Shirley & Sms Construction Co, Inc. (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Shirley & Sms Construction Co, 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: R Shirley & Sms Construction Co, Inc.
PO Box 429 Cleveland, TX 77328

Fax: 281-592-9543 Telephone# 713-222-7881

by: Ronald R Shirley (print name) Title: President

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named officer of Shirley & Sms, Ronald R Shirley President on this the 22nd day of October, 2013.



[Handwritten Signature]
Notary Public in and for the State of TX

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:
 (IFB 13-015/JW), Keith Lake Park Boat Ramp

Bidder's Company/Business Name: Shirley & Sons Construction Co, Inc.

Bidder's TAX ID Number: 74-1871807

Contact Person: Ronald R. Shirley **Title:** President

Phone Number (with area code): 713-222-7881

Alternate Phone Number if available (with area code): 281-592-9254

Fax Number (with area code): 281-592-9543

Email Address: SSConstruction@earthlink.net

Please provide a physical address for bid bond return:

15705 fm 787 west

Cleveland TX 77327



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: 13-015/JW
IFB Title: Keith Lake Park Boat Ramp
IFB Due: **11:00 am, Tuesday, October 22, 2013**
Addendum No.: 1
Issued (Date): October 15, 2013

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:

The following modifications are made to the plans and contract documents:

1. Sheet 17 of the plans shows the centerline of the walers at an approximate elevation of -0.5'. The walers may be located higher on the sheet pile to accommodate construction.
2. Sheet 18 of the plans calls for 2 – ¾" Dia. x 28" galvanized bolts at each timber pile and 2 – ¾" Dia. x 18" galvanized bolts at the mid-point between timber piles. 1 – 1" Dia. x 28" galvanized bolt and 1 – 1" Dia. x 18" galvanized bolt may be used at the respective locations in lieu of the drawing.
3. Sheet 18 of the plans also calls for the bolts to be countersunk. Countersinking will only be required along the sheet pile wall adjacent to the boat ramp.

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:

Ronald Child II

Witness

Growth. [Signature]

Witness

Approved by [Signature] Date: 10-15-13

[Signature]

Authorized Signature (Bidder)

President

Title of Person Signing Above

shirley & sons construction co. Inc.

Typed Name of Business or Individual

P.O. Box 429 Cleveland TX 77328

Address



**Bid Bond
Surety Department**

Bond No.: Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

That we,

Shirley & Sons Construction Co., Inc.

as Principal, hereinafter called the Principal, and the **Hartford Fire Insurance Company**, a corporation created and existing under the laws of the State of **Connecticut**, whose principal office is in **Hartford**, as Surety, hereinafter called the Surety, are held and firmly bound unto

Jefferson County Purchasing Department

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid** Dollars (**\$ 5% GAB**), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

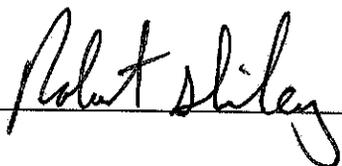
Whereas, the Principal has submitted a bid for

**Keith Lake Park Boat Ramp
IFB13-015 / JW**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **October** A.D. 20 **13**

Witness
(If Individual)



Shirley & Sons Construction Co., Inc.

(Principal)

(SEAL)

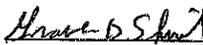
By


Ronald R. Shirley, President (Title)

(SEAL)

Attest

(If Corporation)

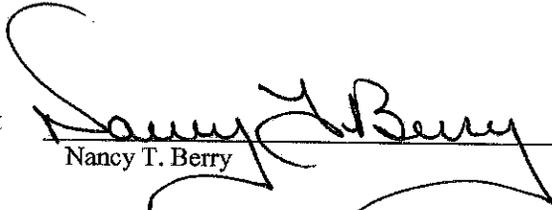

Grover D. Shirley, Secretary

(SEAL)

Hartford Fire Insurance Company

(SEAL)

Attest


Nancy T. Berry

By


Steven W. Berry, Attorney-in-Fact (Title)

(SEAL)

(Approved by the American Institute of Architects,
A.I.A. Document No. A-310, 1970 Edition)

POWER OF ATTORNEY

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 61-614081

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Kimberly J. Smith, Richard D. Bright, Steven W Berry, Nancy T. Berry, Morris D. Plagens, Jr., Barbara A. Burcham
of
Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 22, 2013.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



Inquiries Regarding Claims

Hartford Fire Insurance Company	Twin City Insurance Company
Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois
Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest
Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488
 Fax - Claims : 860-757-5835 or 860-547-8265
 E-mail : claims@1stepsurety.com

Mailing Address : The Hartford
 The Hartford Fidelity & Bonding (BOND)
 Hartford Plaza
 690 Asylum Avenue
 Hartford, CT 06115



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7
10/8/2013

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

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

PRODUCER INSURICA 13111 Northwest Freeway Suite 420 Houston TX 77040	CONTACT NAME: Brenda Meyer, CISR PHONE (A/C No. Ext.): (800) 627-6474 E-MAIL ADDRESS: bmeyer@INSURICA.com	FAX (A/C No.): (866) 652-9382													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: BITUMINOUS COMPANIES</td> <td></td> </tr> <tr> <td>INSURER B: Commerce & Industry Ins. Co.</td> <td>19410</td> </tr> <tr> <td>INSURER C: AMERICAN INTERSTATE INS. GROUP</td> <td></td> </tr> <tr> <td>INSURER D: Travelers Lloyds Ins. Co.</td> <td>41262</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITUMINOUS COMPANIES		INSURER B: Commerce & Industry Ins. Co.	19410	INSURER C: AMERICAN INTERSTATE INS. GROUP		INSURER D: Travelers Lloyds Ins. Co.	41262	INSURER E:		INSURER F:
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 13/14 Renewal **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CLP3570126	4/30/2013	4/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CAP3570123	4/30/2013	4/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE017500262	4/30/2013	4/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCTX2200532013	4/30/2013	4/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equipment			8B280678	4/30/2013	4/30/2014	Leased/Rented \$325,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Keith Lake Park Boat Ramp

GENERAL LIABILITY: Blanket Additional Insured, primary and non-contributory and Waiver of Subrogation when required by written contract per form GL308 (ed. 09/11) **AUTO LIABILITY:** Blanket Additional Insured when required by written contract per form CA0403 (ed. 06/04) Blanket Waiver of Subrogation when required by written contract per form CA3069 (ed. 06/04). **WORKERS COMPENSATION:** Blanket Waiver of Subrogation when required by written contract per form WC430304 (ed. 01/00).

CERTIFICATE HOLDER

CANCELLATION

Jefferson County Purchasing Department 11490 Pearl Street 1st Floor Beaumont, TX 77701	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 D Bright, CRM, CIC/BM
---	--

Shirley & Sons Construction Co., Inc.
P.O. Box 429

Cleveland, TX 77328

"Sealed Bid"

11-22-13A09:21 RCVD

To: Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

for: Keith Lake Park Boat Ramp
IFB 13-015/JW

Bid Date/Time: October 22, 2013 11:00 Am

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: Tom-Mac Inc

By: Thomas M-Miller

\$ 2,340,517.90
Total Bid Amount

Take each calculated item total per line and add together for the Total Bid Amount.

BID FORM

PROJECT: KEITH LAKE PARK BOAT RAMP

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2003		EXCAVATION (SPECIAL) <u>thirteen</u> DLRS AND <u>twenty five</u> CENTS	CY	21,860.00	289,645.00
	0132	2001		EMBANKMENT (FINAL) (ORD COMP) (TY A) <u>eight</u> DLRS AND <u>fifty</u> CENTS	CY	281.00	2,388.50
	0400	2001		STRUCT EXCAV <u>twenty three</u> DLRS AND <u>forty</u> CENTS	CY	1,376.00	32,198.40
	0420	2013		CL C CONC (MISC) <u>Seven hundred twenty one</u> DLRS AND <u>zero</u> CENTS	CY	516.00	372,036.00
	0500	2001		MOBILIZATION <u>two hundred thousand</u> DLRS AND <u>zero</u> CENTS	LS	1.00	200,000.00
	0502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING <u>eight hundred fifty</u> DLRS AND <u>zero</u> CENTS	MO	5.00	4,250.00
	5000	0001		VINYL SHEET PILING <u>fifteen</u> DLRS AND <u>zero</u> CENTS	SF	96,600.00	1,440,000.00
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	2,340,517.90



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: 13-015/JW
IFB Title: Keith Lake Park Boat Ramp
IFB Due: **11:00 am, Tuesday, October 22, 2013**
Addendum No.: 1
Issued (Date): October 15, 2013

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:

The following modifications are made to the plans and contract documents:

1. Sheet 17 of the plans shows the centerline of the walers at an approximate elevation of -0.5'. The walers may be located higher on the sheet pile to accommodate construction.
2. Sheet 18 of the plans calls for 2 – ¾" Dia. x 28" galvanized bolts at each timber pile and 2 – ¾" Dia. x 18" galvanized bolts at the mid-point between timber piles. 1 – 1" Dia. x 28" galvanized bolt and 1 – 1" Dia. x 18" galvanized bolt may be used at the respective locations in lieu of the drawing.
3. Sheet 18 of the plans also calls for the bolts to be countersunk. Countersinking will only be required along the sheet pile wall adjacent to the boat ramp.

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:

Tom Wash
Witness

Shen M-Miller
Authorized Signature (Bidder)

President
Title of Person Signing Above

Witness

Tom-Mac Inc
Typed Name of Business or Individual

Approved by _____ Date: _____

10214 Telephone Rd
Address

Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:

(IFB 13-015/JW), Keith Lake Park Boat Ramp

Bidder's Company/Business Name: Tom-Mac, Inc

Bidder's TAX ID Number: 1-74-1595676-6

Contact Person: Tami Washer Title: Office Manager

Phone Number (with area code): 713-991-7317

Alternate Phone Number if available (with area code): 713-248-3988

Fax Number (with area code): 713-991-7364

Email Address: Tami.W@tom-mac.com

Please provide a physical address for bid bond return:

Tom-Mac, Inc

10214 Telephone Rd

Houston, TX 77075

Project: Keith Lake Park Boat Ramp

PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE
TO "JEFFERSON COUNTY".

WORK CONSISTING OF CONSTRUCTING A BOAT RAMP, INSTALLING SHEET PILING, AND DREDGING IN JEFFERSON COUNTY

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 80 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A). Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

BID PROPOSAL MUST NOT BE DISASSEMBLED

Bid Name: Keith Lake Park Boat Ramp
Bid No: 1FB13-015/STW
Due Date: 11:00 AM. October 22, 2013



TOM-MAC, INC.
P.O. Box 262541
Houston, Texas 77207
(713) 991-7317

Jefferson County Purchasing Divi
1149 Rearl Street, First Floor
Beaumont, Texas 77701

10-22-13A10:05 RCVD

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, II, _____, _____.

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

GULF COAST AUDIO
Company Name

For clarification of this offer, contact:

1265 #10 S.
Address

TODD NORMAND
Name

BEAUMONT TX 77701
City State Zip

409-838-5522 / 409-838-5521
Phone Fax

Todd Normand
Signature of Person Authorized to Sign

TODDN@GULFCOASTAUDIO.COM
E-mail

TODD NORMAND
Printed Name

PARTNER
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 13-025/KJS Ford Park Arena House Public Address System for Jefferson County

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 13-025/KJS Contract for Ford Park Arena House Public Address System for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bid Form

Using this form, each Bidder must state its proposed charges. **Each Bidder's charges must include the entire cost of providing the services identified in this IFB.**

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Phase 1- Lump Sum Bid	\$79,225. ⁰⁰
-----------------------	-------------------------

Addendum 1	<input checked="" type="checkbox"/>	Date Received	<u>10/18/13</u>
Addendum 2	<input checked="" type="checkbox"/>	Date Received	<u>10/21/13</u>
Addendum 3	<input type="checkbox"/>	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: Hamshire Fannett High School
 Address: 12552 2nd St, Hamshire, Tx 77622
 Contact Person and Title: Kane Harris
 Phone: 243-2131 Fax: 243-2518
 Contract Period: 2013 Scope of Work: Sound install

REFERENCE TWO

Government/Company Name: First United Methodist Church
 Address: 9601 W. Fairmont Pkwy Laporte, Texas 77751
 Contact Person and Title: Kevin Kissel - Senior Pastor
 Phone: 281-478-4673 Fax: 281-479-3293
 Contract Period: July 2013-current Scope of Work: Sound + Video install

REFERENCE THREE

Government/Company Name: City of Beaumont-Event Center
 Address: P.O. Box 3827, Bmt, Tx 77704
 Contact Person and Title: Lenny Caballero -
 Phone: 409-728-0625 Fax: _____
 Contract Period: 2011-2013 Scope of Work: Sound install

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.

GULF COAST AUDIO
Bidder (Entity Name)

[Signature]
Signature

1265 JH-10 S.
Street & Mailing Address

TODD NORMAN
Print Name

BEAUMONT, TX 77701
City, State & Zip

10/21/13
Date Signed

409-838-5522
Telephone Number

409-838-5521
Fax Number

GCA@GULFCOASTAUDIO.COM
E-mail Address

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p><i>GULF COAST AUTO / TODD NORMAN</i></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p><i>A/V CONTRACTOR</i></p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p><i>A/V CONTRACTOR</i></p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ
Page 2**

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7.



Signature of person doing business with the governmental entity

10-21-13

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Todd Norment
Printed Name of Authorized Representative

[Signature]
Signature

FACT MAN
Title

10-21-13
Date

Bidder Shall Return Completed Form with Offer.

NOT ENOUGH TIME TO GET SUBCONTRACTING BIDS FOR PROJECT.

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: N/A HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____ *N/A*

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

Taxpayer Identification Number (T.I.N.):	76-0604361
Company Name submitting bid/proposal:	GULF COAST AUDIO
Mailing address:	1265 IH-10 S., BEAUMONT, TX 77701
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**
013425-000/010750 -00000	1265 IH-10 S., BEAUMONT, TX 77701

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared Todd Normand, who
(name)

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

"I, Todd Normand am a duly authorized officer of/agent
(name)
for GULF COAST AUDIO and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said GULF COAST AUDIO
(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: GULF COAST AUDIO
1265 IH-10 S., BEAUMONT, TX, 77701

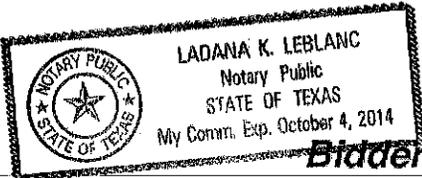
Fax: 409-838-5521 Telephone# 409-838-5522

by: Todd Normand Title: PARTNER
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named
Todd Normand on

this the 21 day of October, 2013.



[Handwritten Signature]
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

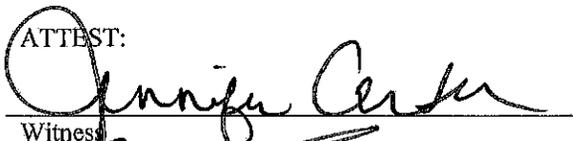
IFB Number: IFB 13-025/KJS
IFB Title: Ford Park Arena House Public Address System
IFB Due: 11:00 am, October 22, 2013
Addendum No.: 1
Issued (Date): October 18, 2013

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: Clarifications to Specifications

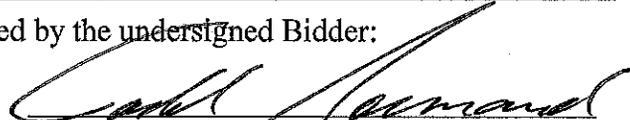
The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

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

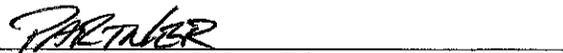
ATTEST:


Witness

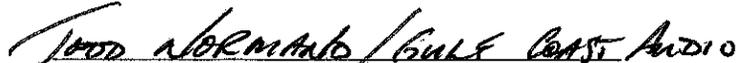

Witness



Authorized Signature (Bidder)

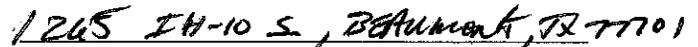


Title of Person Signing Above



Typed Name of Business or Individual

Approved by _____ Date: _____



Address



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: IFB 13-025/KJS
IFB Title: Ford Park Arena House Public Address System
IFB Due: **11:00 am, October 22, 2013**
Addendum No.: 2
Issued (Date): October 21, 2013

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: Clarifications to Specifications

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:

Jennifer Carter
Witness

[Signature]
Witness

[Signature]
Authorized Signature (Bidder)

[Signature]
Title of Person Signing Above

Todd Normant / Gulf Coast Audio
Typed Name of Business or Individual

Approved by _____ Date: _____

1265 IH-10 S., Beaumont, TX 77701
Address

PURCHASING AGENT
DEBORAH L. CLARK

BID # IFB 13-025/KJS

FORD PARK AREA
HOUSE PUBLIC ADDRESS SYSTEM
FOR JEFFERSON COUNTY

10-22-13 A09:27 RCVD

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.

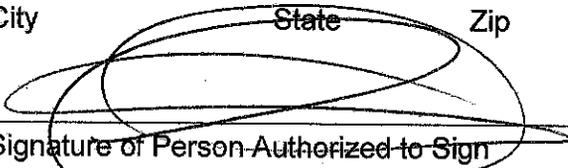
We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

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

Sweet Southern Sound
Company Name

PO box 5854
Address

Deermond TX 77726
City State Zip


Signature of Person Authorized to Sign

Clinton Hill
Printed Name

owner
Title

For clarification of this offer, contact:

Clinton Hill
Name

409-242-0422
Phone Fax

clint.hill@sweet-southern-sound.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

~~The Offer is hereby accepted for the following items:~~ IFB 13-025/KJS Ford Park Arena House Public Address System for Jefferson County

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 13-025/KJS Contract for Ford Park Arena House Public Address System for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bid Form

Using this form, each Bidder must state its proposed charges. **Each Bidder's charges must include the entire cost of providing the services identified in this IFB.**

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Phase 1- Lump Sum Bid	\$82,334.59
-----------------------	-------------

Addendum 1 CH Date Received 10/18/13
 Addendum 2 CW Date Received 10/21/13
 Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.



SWEET SOUTHERN SOUND

Professional Sound | Lighting | Video
PO Box 5854 Beaumont, Texas 77726
(409) 242-0422 (409) 350-8983

Estimate

Date	10/15/13
Estimate No.	973
Project	
Terms	Due on receipt

Name/Address
Ford Park 5115 IH 10 Beaumont, Texas 77705

Sweet Southern Sound. Experience More!

www.sweetsouthernsound.com

info@sweetsouthernsound.com

Description	Quantity	Cost	Total
Ford Park Sound System - Phase 1 - IFB 13-0255 /KJS			
Loudspeakers			
Yorkville VTC EL210T. Dual 10inch two-way line array element. tour version	16	2,082.00	33,312.00
Yorkville VTC ELS212T. 2x12inch tapped horm subwoofer - tour version	4	2,146.80	8,587.20
Yorkville VTC ELB8. Steel bumper with 1500lb capacity	4	820.80	3,283.20
Shipping and Handling - 1800lbs	1	1,250.00	1,250.00
Amplification			
Yorkville 1800watt 2 channel amplifier	10	829.20	8,292.00
Processing			
Yorkville DLMS 4x8 system processor	1	883.20	883.20
Rigging			
Motion Labs 8channel dual twist motor control. Comes with remote - addendum 2	1	3,646.80	3,646.80
Motion Labs 200ft 26pin remote extension	1	480.00	480.00
Dual twist 14/7 motor cable	1,000	2.28	2,280.00
Hubbell #2411. L14-20P IL M 4W TWST LK	4	14.665	58.66
Hubbell #2433. L16-20R IL F TWST LK	4	22.63	90.52
Hubbell #2413. L14-20R IL F 4W TWST LK	4	21.28	85.12
Hubbell #2431. L16-20P IL M TWST LK	4	16.14	64.56
Cable dressing and connector kits	1	120.00	120.00
Misc rigging hardware - slings and shackles	1	406.08	406.08
Shipping and Handling - 500lbs	1	285.00	285.00
Cabling - as per bid spec.			
Proco\Rapco 13awg 8 conductor speaker cable - black - 250'	4	500.45	2,001.80
Proco\Rapco 12awg 2 conductor speaker cable - black 250'	4	193.025	772.10
Proco\Rapco 13awg 4 conductor speaker cable - black - 2ft	8	22.7625	182.10
male 4pin cable mount Speakon connector	12	4.475	53.70

			Total
--	--	--	--------------



SWEET SOUTHERN SOUND

Professional Sound | Lighting | Video
 PO Box 5854 Beaumont, Texas 77726
 (409) 242-0422 (409) 350-8983

Estimate

Date	10/15/13
Estimate No.	973
Project	
Terms	Due on receipt

Name/Address
Ford Park 5115 IH 10 Beaumont, Texas 77705

Sweet Southern Sound. Experience More!

www.sweetsouthernsound.com

info@sweetsouthernsound.com

Description	Quantity	Cost	Total
Custom NL8 fanout. Box to 2 NL4s. 10ft tails	4	151.625	606.50
Proco custom drive snake. as per bid spec - addendum 2	1	1,205.30	1,205.30
Custom mass-pin rack panel	2	321.25	642.50
West Penn 452. 2/22 shielded microphone install wire. 1000'	4	104.5325	418.13
3-pin Female cable mount XLR	12	3.075	36.90
3-pin male cable mount XLR	24	2.65	63.60
Shipping and Handling - Freight 800lbs	1	175.00	175.00
Equipment Racks			
Middle Atlantic 27 space metal equipment rack. 20inches deep	2	445.05	890.10
Middle Atlantic. 21 space metal equipment rack	1	418.69	418.69
Middle Atlantic EB2. 2 space flanged blank cover	10	9.463	94.63
Shipping and Handling - 300lbs	1	295.00	295.00
Electrical Installation			
14 - 20amp 120v circuits and 1 30amp 3phase circuit as per bid spec	1	3,104.20	3,104.20
System Installation			
Installation of new speaker cabling	12	75.00	900.00
Installation of new amp racks and amps	18	75.00	1,350.00
Installation of new speaker systems	30	75.00	2,250.00
Installation of new rigging hardware	12	75.00	900.00
Yorkville Systems Engineer onsite calibration - addendum 1	1	1,200.00	1,200.00
Existing Equipment Demo			
Demo of old speaker systems	14	75.00	1,050.00
Demo of old amp racks	8	75.00	600.00

Total	\$82,334.59
--------------	--------------------

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: Integrated Technology and Security
 Address: PO Box 8975 Lumberton Tx 77657
 Contact Person and Title: Eric Harris
 Phone: 409-223-3600 Fax: _____
 Contract Period: Current Scope of Work: subcontract audio services

REFERENCE TWO

Government/Company Name: The Apostolic Church
 Address: 3333 Erster Fwy Beaumont, Tx 77702
 Contact Person and Title: Jonathan Elms - Pastor
 Phone: 409-898-3060 Fax: _____
 Contract Period: Jan 2012 Scope of Work: system install

REFERENCE THREE

Government/Company Name: First Baptist Church Nederland
 Address: 1911 Nederland Ave , Nederland Tx 77627
 Contact Person and Title: Allan Cade
 Phone: 409-722-0263 Fax: _____
 Contract Period: 10/13 Scope of Work: Digital Integration

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

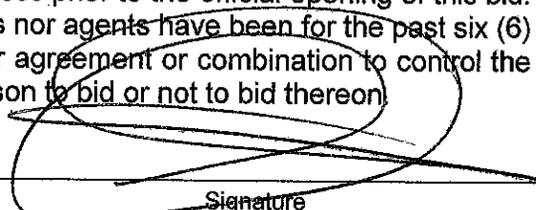
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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.

Sweet Southern sound

Bidder (Entity Name)



Signature

PO box 5854

Street & Mailing Address

Clinton Hill

Print Name

Beaumont, Tx 77726

City, State & Zip

10/18/13

Date Signed

409-242-0422

Telephone Number

Fax Number

clint.hill@sweetsouthern-sound.com

E-mail Address

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>Clinton Hill / Sweet Southern Sound</i></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center; font-size: 1.2em;"><i>none at this time</i></p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center; font-size: 1.2em;"><i>none at this time.</i></p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ
Page 2**

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

none at this time.

7.


Clinton Hill

10/18/13

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

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

Clinton Hill
Printed Name of Authorized Representative

[Signature]
Signature

owner
Title

10/18/13
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): _____

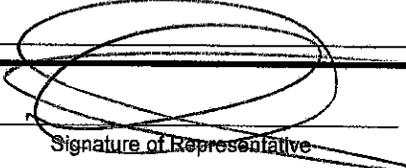
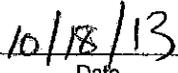
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

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 SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 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): Clinton Hill

Title: owner

Signature: [Handwritten Signature]

Date: 10-18-13

E-mail address: clint.hill@sweetsouthensound.com

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

Name (print or type): Clinton Hill

Title: owner

Date: 10-18-13

E-mail address: clint.hill@sweetsouthensound.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 Sweet Southern Sound [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.):	45-2138186
Company Name submitting bid/proposal:	Sweet Southern Sound
Mailing address:	Po Box 5854 Beaumont, Tx 77726
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
No partners -	

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

Jefferson County Tax Acct. No.*	Property address or location**
45035	7340 Hidden Valley Beaumont Tx 77708

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared CLINTON HILL, who
(name)

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

"I, Clinton Hill am a duly authorized officer of/agent
(name)
for Sweet Southern Sound and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Sweet Southern Sound.
(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: Sweet Southern Sound
Po box 5854 Beaumont, Tx 77726

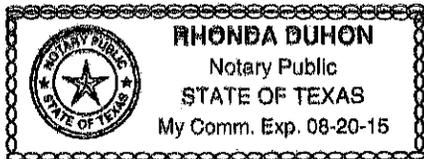
Fax: _____ Telephone# 409-242-0422

by: Clinton Hill Title: owner
(print name)

Signature: _____

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

this the 18 day of October, 2013.



Rhonda Duhon
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 13-025/KJS
IFB Title: Ford Park Arena House Public Address System
IFB Due: 11:00 am, October 22, 2013
Addendum No.: 1
Issued (Date): October 18, 2013

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: Clarifications to Specifications

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)

Title of Person Signing Above

Typed Name of Business or Individual

Address

Jordan Brimes

Shelli Pickering

[Signature]

owner

Sand Contractor

PO box 5854

Beaumont, TX 77726

IFB 13-025/KJS
Ford Park Arena House Public Address System
Addendum 1 - Clarifications

System Calibration:

Contractor is responsible for completing final system calibration of newly installed equipment. Two calibrations will occur as per Phase I and Phase II. Calibrations are to be performed by the loudspeaker/equipment factory engineer only; not an authorized dealer, sales representative, or any third party representing the equipment. Contractor is responsible for all scheduling and coordination of the engineer and calibration process. Contractor is also responsible for any and all expense for the calibrations. No substitutions are exceptions will be accepted.

Use of "Bucket Lift":

Phase 1 and 2 of the audio installation at Ford Arena will require an 80' articulated arm "bucket lift". The lift will be provided by Ford Park at no cost to the contractor. The lift schedule must be coordinated one week in advance with Danny Broussard at Ford Park.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: IFB 13-025/KJS
IFB Title: Ford Park Arena House Public Address System
IFB Due: **11:00 am, October 22, 2013**
Addendum No.: 2
Issued (Date): October 21, 2013

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: Clarifications to Specifications

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:

Jordan Grimes
Witness
Wickie Hill
Witness

[Signature]
Authorized Signature (Bidder)
owner
Title of Person Signing Above
Sweet Southern Sound
Typed Name of Business or Individual

Approved by _____ Date: _____

PO box 5854 Beaumont, Tx 77706
Address

IFB 13-025/KJS
Ford Park Arena House Public Address System.
Addendum 2 – Clarifications

To Be Included In Phase I: Drive\Processing Cabling:

Drive\processing cabling will be industry standard shielded audio signal cable. Both ends of any cable must be labeled with cable identification. All cable terminations will be latching XLR type connectors. In addition to any and all processing cable, contractor is responsible for providing and installing a custom drive audio snake from control booth, through catwalk, ceiling, and down to floor. Drive snake will provide house processor inputs, mixer inputs, and audio returns to the arena floor. Drive snake length must be long enough to reach to the venues floor and any side of the arena. Drive snake will be configured as follows.

- i. Fan to custom box configuration.
- ii. Box configuration to be 18 panel mounted latching XLRs custom stenciled in the following manner. No stick on labels will be accepted.
 1. Row 1 – stenciled “House”
 - a. 6 female – stenciled “Left, Right, Sub, FF Send”
 - b. 2 male – stenciled “FF RTN, COM”
 2. Row 2 – stenciled “Sends”
 - a. 6 female – stenciled “1,2,3,4,5,6”
 3. Row 3 – Stenciled – “Returns”
 - a. 6 male – stenciled “1,2,3,4,5,6”
- iii. Snake box to be attached to snake with strain relief and must be black in color.
- iv. Snake cable to black rubberized multi channel in a single jacket. Length must be determined by contractor and must reach any point from catwalk, through ceiling, to floor.
- v. Fan-out to be dressed with tech-flex wire wrapping. Must be labeled and protected with clear heat shrink to corresponding box connector. Connectors to be all XLR and opposing box gender.

Correction for Phase 1: Rigging Hardware

- a. The object of the rigging hardware is to provide a flexible solution for suspending the speaker systems in multiple locations throughout the arena. The speaker systems will be suspended from one point using one Columbus McKinnon-ET 1ton chain motors. This gives the venue the ability to remove or re-hang the speaker systems as needed. Contractor is responsible for providing and installing a complete chain motor rigging system to include the following rigging hardware. Contractor must completely configure new chain motors for safe equipment operation. Safe operation to include rigging chain lubricated to manufacture specifications, electric chain brakes set for reverse operation, chain limits switches set for 60' chain length. No substitutions will be accepted.

- vi. 1 Motion Labs 8channel dual twist motor control – enclosed in a steel liner
- vii. 4 dual twist power and control motor cables. Cable lengths must reach from motor control, across catwalk, to speaker system position, and down to floor. Cables must be made of SJOOW type cabling and be no less than 14awg per conductor.
- viii. 1 Motion Labs 8channel remote handset
- ix. 1 Motion Labs remote extension cable – must reach across catwalk and down to floor for rigging as need.

- x. All steel wire rope slings and shackles to prep 4 positions to suspend speaker system. Slings and shackles must be fly rated equipment and must maintain 5:1 safety weight rating. 4 positions must include 1 point per position. Positions will be identified by Ford Park staff.

BRAND REFERENCE

REFERENCES TO A MANUFACTURER'S PRODUCT BY BRAND NAME OR NUMBER ARE DONE SOLELY TO ESTABLISH THE MINIMUM QUALITY AND PERFORMANCE CHARACTERISTICS REQUIRED. BIDDERS MAY SUBMIT BIDS ON ALTERNATES, BUT MUST ATTACH TWO (2) COPIES OF MANUFACTURER SPECIFICATIONS FOR ANY ALTERNATE AT THE TIME OF THE BID. FURTHER THE BIDDER MUST DEMONSTRATE THAT THE ALTERNATE PROPOSED HAS A SUFFICIENT OPERATING TRACK RECORD TO SHOW THE EQUIPMENT WILL PERFORM PER THE SPECIFIED BRAND. THE ACCEPTANCE OF A BIDDER'S ALTERNATE RESTS SOLELY WITH JEFFERSON COUNTY.

10-22-13 4:10:40 RCVD



SWEET SOUTHERN SOUND
Professional Sound | Lighting | Video

IFB: 13-025/KJS

Ford Park Public Address System

Bid Due: October 22, 2013

Bidder: Sweet Southern Sound

PO Box 5854 Beaumont, Texas 77726

(409) 242-0422

ATTACHMENT A

IFB 13-015/JW

Keith Lake Park Boat Ramp

Bid Opening: October 22, 2013

Final Bid Tabulation

			R.C. Retaining Walls, Inc.			Shirley & Sons Construction Co., Inc.			Tom-Mac, Inc.			
			6260 FM 115			15705 FM 787 West			P.O. Box 262541			
			Scroggins, Texas 75480			Cleveland, Texas 77327			Houston, Texas 77207			
			Attention: Ricky Self			Attention: Ronald Shirley			Attention: Tami Washer			
			903-860-7772 phone			713-222-7881 phone			713-991-7317 phone			
			903-860-7773 fax			281-592-9543 fax			713-991-7364 fax			
			rickyself06@yahoo.com			ssconstruction@earthlink.net			tamiw@tom-mac.com			
Item No.	Code	Unit	Unit Bid Price	Quantity	Item Total	Unit Bid Price	Quantity	Item Total	Unit Bid Price	Quantity	Item Total	
0110	2003	CY	\$21.00	21,860.00	\$459,060.00	\$12.60	21,860.00	\$275,436.00	\$13.25	21,860.00	\$289,645.00	
0132	2001	CY	\$54.00	281.00	\$15,174.00	\$10.00	281.00	\$2,810.00	\$8.50	281.00	\$2,388.50	
0400	2001	CY	\$24.00	1,376.00	\$33,024.00	\$18.53	1,376.00	\$25,497.28	\$23.40	1,376.00	\$32,198.40	
0420	2013	CY	\$639.54	516.00	\$330,002.64	\$701.55	516.00	\$361,999.80	\$721.00	516.00	\$372,036.00	
0500	2001	LS	\$22,439.36	1.00	\$22,439.36	\$150,000.00	1.00	\$150,000.00	\$200,000.00	1.00	\$200,000.00	
0502	2001	MO	\$300.00	5.00	\$1,500.00	\$1,000.00	5.00	\$5,000.00	\$850.00	5.00	\$4,250.00	
5000	0001	SF	\$18.00	96,600.00	\$1,738,800.00	\$14.62	96,600.00	\$1,412,292.00	\$15.00	96,600.00	\$1,449,000.00	
					TOTAL	\$2,600,000.00			TOTAL	\$2,233,035.08		
									Actual Bidder's	TOTAL	\$2,349,517.90	
										TOTAL	\$2,340,517.90	

Item 5000: Incorrect Bidder Total
of \$1,440,000.00

**CONTRACT RENEWAL FOR IFB 09-156/KJS
TERM CONTRACT FOR LIQUID SOIL STABILIZER
FOR JEFFERSON COUNTY**

The County entered into a contract with Base Seal International for one (1) year, from December 7, 2009 to December 6, 2010, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a fourth additional one (1) year renewal from December 5, 2013 to December 4, 2014.

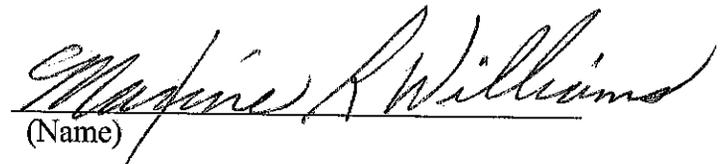
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
Base Seal International



(Name)



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: (Name & Address) d.p. Consulting Engineers, Inc. 3727 Doctors Drive Port Arthur, TX 77642 Phone No.: 409-983-6263	Owner (Contractor Locality): (Name & Address) Jefferson County 149 Pearl Street Jefferson County, Texas 77701 Phone No.: 409-835-8593	Contractor: (Name & Address) Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, SD 57101 Agreement Date: October 1, 2012 Phone No.: 605-334-9749	
Date: : 10/22/13 Project Code No.: P00963 Bid Package No.: IFB 12-030/KJS	Contract For (Project Description): 200,000 Gallon Elevated Water Storage Tank	GLO Contract No.: 10-5291-000-5299 Change Order No.: Four (4)	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1.	Days affected by stormy weather, rain, too wet to work after a rain and wind for September, 2013 : Total 12 days		
Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price: \$ 861,895.00		Original Contract Time: 300 days	
Previous Change Order(s): No. __ to No. __ 0.00		Net Change From Previous Change Orders: 29 days	
Contract Price Prior to this Change Order: \$ 861,895.00		Contract Time Prior to this Change Order: 329 days	
Net Increase/Decrease of this Change Order: \$ 0.00		Net Increase/Decrease of this Change Order: 12 days	
Contract Price With all Approved Change Orders: \$ 861,895.00		Contract Time With all Change Orders: 341 days	
Cumulative Percent Change in Contract Price (+/-): 0 %		Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2014	
Construction Contract Start Date: (mm/dd/yy) 11 / 19 / 2012		Construction Contract End Date: (mm/dd/yy) 10 / 25 / 2013	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

<p>RECOMMENDED: By: <u>[Signature]</u> ENGINEER Date: <u>10.22.13</u></p>	<p>APPROVED: By: _____ OWNER Date: _____</p>	<p>ACCEPTED: By: <u>[Signature]</u> CONTRACTOR Date: <u>10/22/13</u></p>
---	--	--

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. Is the TCEQ permit approval still valid? (sewer projects only)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. Are the handicapped access requirements/approval still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9. Are other Disaster Recovery contractual special condition clearance still valid?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

MAGUIRE IRON, INC.

Weather Log

JEFFERSON CO., TX

Through September 30, 2013

<u>Construction Phase</u>	<u>Contractor</u>	<u>Month of Construction</u>	<u>Weather Days</u>	<u>Reason(s)</u>	<u>TOTAL</u>
Foundation/Piping:	Schier Construction	September	3,5,6,7,8,14,19,20,21,26,29,30		
Erection:	Maguire Iron - Mike Kirby	April	24, 27, 28	Rain/Wind	3
		May	16,22	Rain	2
Painting:	Gulf States	July	17,18,19,20,21,22,23	Rain, Wet	7
		July	24,25,26,27,28,29,30,31	Rain, Wet	8
		August	4,10,11,14,20,23,25,26,29	Rain, Wet, Wind	9
		September	3,5,6,7,8,14,19,20,21,26,29,30	Rain, Wet	12
Electrical:	Harrell & Associates	September	3,5,6,7,8,14,19,20,21,26,29,30		
Sitework:	Schier Construction				

Total 41



JEFFERSON COUNTY
PRINTER MAINTENANCE RENEWAL, 2013

Contract Start Date: 11/19/2013
Contract End Date: 11/18/2014

Michelle B. Leben
Sr. Client Executive
OFFICE: (713) 463-1604
FAX: (713) 463-1610



All information provided in this proposal is the confidential and proprietary information of Sirius and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of your company.



Description	Model	Type	Serial	Level of Service	2013 Price
LINE MATRIX PRINTER	6400	I2S	0000PF171	On-Site, 24/7	\$2,460
INFOPRINT 1532 EXPRESS N (LV)	4536	N01	00791PYN6	On-site, Mo-Fri. 8-5, NBD	\$207
INFOPRINT 1532 EXPRESS N (LV)	4536	N01	00791R344	On-site, Mo-Fri. 8-5, NBD	\$207
INFOPRINT 1532 EXPRESS N (LV)	4536	N01	SN792LL10	On-site, Mo-Fri. 8-5, NBD	\$207
INFOPRINT 1532 EXPRESS N (LV)	4536	N01	SN792LL5B	On-site, Mo-Fri. 8-5, NBD	\$207
INFOPRINT 1532 EXPRESS N (LV)	4536	N01	SN792RGMZ	On-site, Mo-Fri. 8-5, NBD	\$207
INFOPRINT 1532 EXPRESS N (LV)	4536	XN1	SN792Y5BY	On-site, Mo-Fri. 8-5, NBD	\$207
INFOPRINT 1532 EXPRESS N (LV)	4536	N01	0SN792VPC	On-site, Mo-Fri. 8-5, NBD	\$167
INFOPRINT 1532 EXPRESS N (LV)	4536	N01	0SN792CPV	On-site, Mo-Fri. 8-5, NBD	\$167
2200 LPM LINE PRINTER	6262	T22	80972	On-Site, 24/7	\$5,136
INFOPRINT 4247 MODEL X03	4247	X03	70506	On-Site, 24/7	\$636
IMPACT MATRIX PRINTER	4230	101	0000AH933	On-Site, 24/7	\$468
IMPACT MATRIX PRINTER	4230	101	0000BG915	On-Site, 24/7	\$468
IMPACT MATRIX PRINTER-480 CPS	4230	102	0000AP093	On-Site, 24/7	\$540
IMPACT MATRIX PRINTER-480 CPS	4230	102	0000AP094	On-Site, 24/7	\$540
IMPACT MATRIX PRINTER-480 CPS	4230	102	0000AP096	On-Site, 24/7	\$540
IMPACT MATRIX PRINTER-480 CPS	4230	102	0000AP097	On-Site, 24/7	\$540
IMPACT MATRIX PRINTER-480 CPS	4230	102	0000AP098	On-Site, 24/7	\$540
IMPACT MATRIX PRINTER-480 CPS	4230	102	0000BM298	On-Site, 24/7	\$540
DOT BAND PRINTER-410 LINES/MIN	4234	2	11776	On-Site, 24/7	\$1,260
1400 LPM LINE PRINTER	6262	T14	12597	On-Site, 24/7	\$3,888
INFOPRINT 4247 MODEL X03	4247	X03	70106	On-Site, 24/7	\$636
INFOPRINT 4247 MODEL X03	4247	X03	70477	On-Site, 24/7	\$636
INFOPRINT 4247 MODEL X03	4247	X03	70500	On-Site, 24/7	\$636
INFOPRINT 4247 MODEL X03	4247	X03	70501	On-Site, 24/7	\$636
INFOPRINT 4247 MODEL X03	4247	X03	71477	On-Site, 24/7	\$636
INFOPRINT 4552 MODEL 1852	4552	1852	704ZGBX	On-site, Mo-Fri. 8-5, NBD	\$174
INFOPRINT 1832	4551	N01	7938X89	On-site, Mo-Fri. 8-5, NBD	\$167
INFOPRINT 1832	4551	N01	7933YZ8	On-Site, 24/7	\$167
				TOTAL	\$22,820



CUSTOMER ACCEPTANCE

Until Sirius receives and accepts a Purchase Order for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. All of the information provided in this Proposal is considered confidential and proprietary between Sirius and JEFFERSON COUNTY. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of JEFFERSON COUNTY or any party within JEFFERSON COUNTY who is not privileged to receive such information.

Early Termination: Pursuant to Section 7 of the IBM Master Services Attachment for ServiceElite, Jefferson County may terminate services for an eligible machine upon written notice to Sirius and/or IBM if the eligible machine is removed from productive use. Otherwise, if after the Services have been under contract for at least one year, Jefferson County chooses to terminate the Services and these are not being replaced by equivalent Services, Jefferson County may do so by providing IBM one month's written notice. Jefferson County may be required to pay an adjustment fee in accordance with the schedule for penalties set forth by the IBM Master Services Attachment for ServiceElite section 7. Services charges may be adjusted whenever: (1) a review of the inventory count indicates a change from the last accounting; or (2) a Specified Location, Eligible Machine type, or Service is added, deleted or changed.

This Proposal is subject to the attached terms and conditions. Acceptance of this Proposal by an authorized representative of JEFFERSON COUNTY will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal. Any terms proposed in Customer's acceptance of Sirius' offer that add to, vary from, or conflict with these terms and conditions are hereby objected to and shall not apply. Terms or other preprinted terms and conditions provided by Customer shall be void and of no effect.

Accepted by:

JEFFERSON COUNTY

Signature of Authorized Representative

Printed Name

Title of Authorized Representative

Date Signed

Approved by:

Sirius Computer Solutions, Inc.

Bonnie M. Cerrito

Signature of Authorized Representative

Bonnie m. CERRITO

Printed Name

SUP-contracts

Title of Authorized Representative

10.18.13

Date Signed

Ship To Contact/Address:

Bill To Contact/Address:



PURCHASE/LEASE TERMS AND CONDITIONS

1. **Purchase Price; Payment; Taxes.** Jefferson County ("Customer") agrees to pay the total purchase price as shown on the attached Sirius proposal (the "Order"), plus any applicable sales/use tax. These Purchase/Lease Terms and Conditions (the "Terms") are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.
2. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.
3. **Freight Costs; Delivery.** Sirius will arrange for delivery of the products listed in the Order to the installation site. Unless otherwise indicated on the Order, Customer shall be responsible for all costs associated with delivery, including securing proper packaging and insurance.
4. **Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon payment of the total purchase price therefore, as set forth on the Order. Sirius reserves title to the products sold hereunder as security for the performance of Customer's obligations, until Sirius receives payment in full. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.
5. **Returns.** No products shall be returned to Sirius by Customer without prior written approval from Sirius.
6. **Limited Warranties.** Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

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

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



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

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

9. Arbitration. Subject to the right of either party to seek emergency injunctive relief from a court of competent jurisdiction in order to protect its rights under this Section 9 or the Order, any and every dispute arising out of or relating to the Order and any claim affecting its validity, construction, effect, performance or termination shall be determined by binding arbitration conducted in Bexar County, Texas, and shall be administered by the American Arbitration Association ("AAA") under its then effective commercial arbitration rules to the extent such rules do not conflict with these Terms. The arbitrators shall have no authority to award consequential, punitive or exemplary damages or any statutory multiple damages, and shall only have the authority to award compensatory damages, arbitration costs, attorney's fees, declaratory relief, and permanent injunctive relief, if applicable, consistent with the terms of this Agreement. All costs of arbitration and the arbitrators (including the legal fees and expenses of the prevailing party) shall be borne by the non-prevailing party. In the event a party seeks emergency injunctive relief in a court of competent jurisdiction pursuant to the Order, such action shall not constitute a waiver of the provisions of this Section 9 including, without limitation, any right to damages, permanent injunctive relief and any other remedy, at law or in equity.

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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: October 22, 2013

Re: Surplus Property Auction

Consider and possibly approve inter-department transfer of (2) Mossburg 590 12 GA Shotguns from Constable Pct. 1 to Constable Pct. 8 as authorized by Local Government Code §262.011 (j).

Thank you.



PURCHASING DEPARTMENT

TRANSMITTAL FORM

MOVABLE PROPERTY SURPLUS/TRANSFER REQUEST FORM
(Use a Separate Form for Different Dispositions)

1. The following department requests transmittal of property as described.

Department Name: CONSTABLE PRECINCT 1 Date: 10/15/13

Approved by: CONSTABLE NICK SALEME Phone: 409-835-8450 Fax: 409-839-2350

Requested disposition: [Handwritten signature]

- Transfer items to Purchasing Department Property Control.
Transfer tagged property to CONSTABLE PRECINCT 8 Department.

Note: If property has already been moved, completion of #3 below is required.

Table with 4 columns: Property No., Description of Property, Location, Condition. Rows include T072464 and T072546 with descriptions of Moss Burg (12 Gauge Shotgun).

Forward this form to Purchasing when section above is complete.

2. MIS Department approval (for computer and computer-related equipment)

- Equipment is usable for another department.
Equipment is usable for parts.
Equipment is unusable or obsolete.

Forward this form to Purchasing when section above is complete.

3. Disposition by Purchasing

- Surplus.
To be transferred to another department as indicated.
Scrap.

Authorized by Purchasing Dept. [] Date []

4. Maintenance Department Action

Item(s) moved by: [] Date []

5. Receiving Department Action

Received by: [Handwritten signature] Date 10-21-13

Forward this form to Purchasing when section above is complete.

EDDIE J. COLLINS
CONSTABLE PRECINCT EIGHT
525 LAKESHORE DRIVE
PORT ARTHUR, TEXAS 77640
409-983-8311 FAX 409-983-8303
E – mail jcp8@co.jefferson.tx.us



WILLIE JANE BRISCOE
Senior Office Specialist

RECEIVED
OCT 23 2013

October 22, 2013

Jefferson County Commissioner's Court
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

Honorable Judge and Commissioners:

Please consider and possibly approve the hiring of Nathaniel Lewis as Deputy Constable with Constable Precinct Eight in accordance with Local Government Code (LGC) 86.011.

Nathaniel Lewis a certified Peace Officer and his commission are active. He has been cleared with Texas Commission on Law Enforcement Officer Standards and Education.

If you need further information, call me. Your cooperation in this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Eddie J. Collins".

Eddie J. Collins

EJC: wjb



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 28th day of **October, 2013**, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

2013 HOME CARE & HOSPICE MONTH

Whereas, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and

Whereas, home care is the most preferred method of health care delivery among disabled, elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

Whereas, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and

Whereas, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and

Whereas, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

Whereas, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races, and backgrounds who are at the end of life; and

Whereas, the Texas Association for Home Care & Hospice, and home care and hospice providers in Texas have declared November 2013 as "Home Care and Hospice Month" with the theme of "Home Care & Hospice...Keeping Texans Independent" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim November 2013 as "HOME CARE AND HOSPICE MONTH" and we encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill.

Signed this 28th day of October, 2013.

JUDGE JEFF R. BRANICK
 County Judge

COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 28th day of **October, 2013**, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

SUDDEN CARDIAC ARREST AWARENESS MONTH

WHEREAS, sudden cardiac arrest is a leading cause of death in the United States; and

WHEREAS, sudden cardiac arrest takes the lives of more than 350,000 people in the United States each year, according to the Heart Rhythm Society, and anyone can experience sudden cardiac arrest, including infants, high school athletes, and people in their 30s and 40s who have no sign of heart disease; and

Whereas, sudden cardiac arrest claims one life every 90 seconds; and

WHEREAS, sudden cardiac arrest is extremely deadly, with the National Heart, Lung, and Blood Institute giving the disease mortality rate of approximately 95 percent, and to have a chance of surviving an attack, the American Heart Association states that victims of sudden cardiac arrest must receive a lifesaving defibrillation within the first 4 to 6 minutes of an attack; and

WHEREAS, for every minute that passes without a shock from an automated external defibrillator, the chance of survival decreases by approximately 10 percent, and lifesaving treatments for sudden cardiac arrest are effective if administered in time; and

WHEREAS, according to joint research by the American College of Cardiology and the American Heart Association; implantable cardioverter defibrillators are 98 percent effective at protecting people at risk for sudden cardiac arrest; and

WHEREAS, according to the American Heart Association, cardiopulmonary resuscitation and early defibrillation with an automated external defibrillator more than double the chances that a victim will survive; and

WHEREAS, there is a need for comprehensive educational efforts designed to increase awareness of sudden cardiac arrest and related therapies among medical professionals and the greater public in order to promote early detection and proper treatment of this disease and to improve quality of life; and

WHEREAS, the American Heart Association has begun an initiative to make AEDs available to the citizens of the Golden Triangle to increase the chances of survival;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas, that we do hereby declare the month of **October, 2013**, as **SUDDEN CARDIAC ARREST AWARENESS MONTH**.

Signed this 28th day of **October, 2013**.

JUDGE JEFF BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

RECEIVED
OCT 21 2013

October 18, 2013

The Honorable Jeff Branick
County Judge
County of Jefferson
1149 Pearl St.
Beaumont, TX 77701-3638

Re: Texas Community Development Block Grant Program (TxCDBG)
Contract No. 711281, Amendment No. 1

Dear Judge Walker:

Enclosed is one (1) copy of Amendment No. 1 to Contract No. 711281, between the county of Jefferson County and the Texas Department of Agriculture (TDA). Please review, sign and date amendment.

Please return the signed copy of the TDA amendment to the following address below for the Department's signature. Once it has been signed by TDA, we will forward a fully executed copy to you.

**Attn: Shane Teeter
Texas Department of Agriculture
Texas Community Development Block Grant Program
P.O. Box 12847
Austin, Texas 78711**

If the name of the authorized person signing this amendment is different from the name typed on the signature page, please contact Shane Teeter immediately at 512-463-9096 or by email at shane.teeter@TexasAgriculture.gov. We will email you a revised signature page that will need to be replaced in the amendment before acquiring a signature.



The Honorable Jeff Branick
June 18, 2013
Page 2

Should you have any questions concerning this amendment, please do not hesitate to contact Kevin Smith, your Contract Specialist, at 512-936-6729.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'S. Teeter', written in a cursive style.

Shane Teeter
TxCDBG Contract Technician

ST/ST/st

Enclosures

cc: Contract File

**TEXAS DEPARTMENT OF AGRICULTURE
TEXAS COMMUNITY DEVELOPMENT PROGRAM
AMENDMENT NO. 1
CONTRACT NO. 711281**

COUNTY OF JEFFERSON

Section 1.

The Texas Department of Agriculture, an agency of the State of Texas, hereinafter referred to as "Department," and the County of Jefferson, hereinafter referred to as "Contractor," do hereby contract and agree to amend their original contract, as initially executed by the Department effective March 5, 2012, for the performance of community development activities.

Section 2.

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, is revised to read hereafter as given in the Performance Statement attached to this amendment, hereinafter referred to as Exhibit A, and hereby made a part of this amendment. Exhibit A consists of two (2) pages.

Section 3.

The parties hereto agree that this amendment shall require no change to previously approved funding.

Section 4.

The parties hereto agree that all of the terms of the contract identified in Section 1, including the total funded amount of \$275,000.00, above shall remain in effect and shall continue to govern except to the extent that they conflict with the terms of this amendment.

Section 5.

The parties hereto agree that nothing in this amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the contract identified in Section 1 above.

Section 6.

By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

Jeff Branick, County Judge
County of Jefferson

Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Drew DeBerry, Deputy Commissioner
Texas Department of Agriculture

Date

This contract amendment is not effective unless signed by the Deputy Commissioner of the Texas Department of Agriculture, or his authorized designee.

**AMENDMENT NO. 1
EXHIBIT A
CONTRACT NUMBER 711281
PERFORMANCE STATEMENT
COUNTY OF JEFFERSON**

Contractor shall carry out the following activities in the target area identified in its 2011/2012 Community Development Fund application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

CURRENT NEED

Residents that live in the community of Cheek do not have yard lines that connect to the existing low-pressure sewer collection line.

Sewer Improvements

Contractor shall install low-pressure grinder units in the community of Cheek. Contractor shall install nineteen (19) grinder units, seven thousand five hundred twenty linear feet (7,520 l.f.) of four-inch (4") force main and all associated appurtenances. The West Jefferson County Municipal Water District will own and maintain the grinder units and serve the residents. Construction shall take place at the following locations:

STREET	FROM	TO
Boyt	Lawhon	Landry
Lawhon	Boyt Road	Boyt
Wells	Books	End of Wells Dr.
Kidd Rd	Boyt	115' a long Kidd Rd

These activities shall benefit fifty-one (51) persons, of which thirty-six (36) or seventy (70%) percent are of low to moderate income.

Rehab; Single-Unit Residential – Sewer

Contractor shall provide first-time sewer service to fifteen (15) households in the Community of Cheek. Contractor shall install fifteen (15) electrical panel boxes (for the grinder units), fifteen (15) yard lines, tap fees, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Construction shall take place at the following locations as described above.

These activities shall benefit thirty-six (36) persons, of which thirty-six (36) or one hundred percent (100%) are of low to moderate income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.



168
RECEIVED
OCT 21 2013

**Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.463.9895 – katelyn.allen@glo.texas.gov**

TRANSMITTAL OF DOCUMENTS – OCTOBER 17, 2013

The Honorable Branick
County of Jefferson
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

RE: GLO CONTRACT NO. 10-5291-000-5299 AMENDMENT NO. 9

Dear Judge Branick:

Enclosed concerning the GLO document referenced above is one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 463-9895 or by email at katelyn.allen@glo.texas.gov.

Best regards,

Katelyn Allen
Contract Specialist
GLO Legal Services Division

**TEXAS GENERAL LAND OFFICE
LEGAL SERVICES DIVISION – MC 158
1700 N. CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873**

- 5. This Amendment No. 9 shall be effective as of the date signed by the last party.
- 6. Except as amended and modified by this Amendment No. 9, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 7. Any further revisions to the Contract shall be by written agreement of the parties.

SIGNATURE PAGE FOLLOWS



SIGNATURE PAGE FOR AMENDMENT NO. 9 TO
GLO CONTRACT NO. 10-5291-000-5299
ROUND 1 FUNDING

GENERAL LAND OFFICE

COUNTY OF JEFFERSON



Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

By: 

Name: JEFF R. BRANICK
Title: COUNTY JUDGE

Date of execution: 10/14/13

Date of execution: 10-07-2013

VA LEGAL MA
LOP DIV MA
AGC R
GC WFW

EXHIBITS ATTACHED TO THIS AMENDMENT:

- EXHIBIT B-5 - REVISED BUDGET
- EXHIBIT E-4 - REVISED IMPLEMENTATION SCHEDULE

EXHIBITS FOLLOW



Exhibit B-5
GLO Contract No. 10-5291-000-5299
Amendment No. 9
Page 1 of 1

REVISED BUDGET
COUNTY OF JEFFERSON

<u>LINE CATEGORIES</u>		<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$	3,294,778.12	\$ 42,800 ³	\$ 3,337,578.12
1b. Sewer Facilities	\$	239,673.35	\$	\$ 239,673.35
4. Street Improvements	\$	7,299,072.86	\$	\$ 7,299,072.86
5. Flood and Drainage Facilities	\$	9,517,715.35	\$ 144,162 ¹	\$ 9,661,877.35
6. Neighborhood Facilities/ Community Centers	\$	1,459,566.17	\$ 119,698 ⁴	\$ 1,579,264.17
10. Fire Protection Facilities and Equipment	\$	256,296.42	\$ 2,429 ⁵	\$ 258,725.42
14. Specially Authorized Public Facilities and Improvements	\$	3,885,975	\$	\$ 3,885,975
24. Acquisition	\$	29,963.65	\$	\$ 29,963.65
30. Engineering/Architectural Serv. (Total for all construction accounts)	\$	2,011,910.08	\$ 57,200 ²	\$ 2,069,110.08
33. Planning / Project Delivery	\$	1,017,096	\$	\$ 1,017,096
TOTALS	\$	29,012,047	\$ 366,289	\$ 29,378,336

¹Sabine Neches Navigation District - \$144,162

²Drainage District No. 6 - \$57,200

³West Jefferson MWD - \$42,800

⁴Ford Park Arena Insurance - \$119,698

⁵China Volunteer Fire Department - \$2,429



REVISED IMPLEMENTATION SCHEDULE
 COUNTY OF JEFFERSON

Water Facilities Schedule – LNVA

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Engineering																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

Water Facilities Schedule - MWD - Water Line to City of Hampshire

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Engineering																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

10/10/2010 10:00 AM



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 28th day of **October, 2013**, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

**DISTRICT 2-S1 LIONS
SOUTHEAST TEXAS STRIDES: LIONS WALK FOR DIABETES AWARENESS**

Whereas, the overall importance of walking is to raise awareness of diabetes and its complications, to build healthier lives and to provide information on preventing and managing diabetes and other related diseases;

Whereas, District 2-S1 Lions are working to increase diabetes awareness by sponsoring "Southeast Texas STRIDES: Lions Walk for Diabetes Awareness on Saturday, November 9, 2013;

Whereas, the District 2-S1 Lions, united with the citizens of Jefferson County should be commended for their role in participating in the 2013 Southeast Texas Strides: Lions Walk for Diabetes Awareness; and,

Whereas, District 2-S1 Lions are participating in an international activity with Lions clubs throughout the world, in keeping with the challenge Helen Keller issued to the association in 1925, to become "knights of the blind in the crusade against darkness", and

Whereas, District 2-S1 Lions established in 1917, is composed of men and women volunteers who dedicate their time to the betterment of our communities and aiding those in need; and

Whereas, The District 2-S1 Lions are a member of Lions Club International, the world's largest service club organization, with 1.35 million members in 45,000 clubs and geographical areas,

Whereas, we join together to honor those who have successfully controlled their diabetes and to help others to accomplish the management of diabetes, and improve the quality of health care in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim November 9, 2013 as Southeast Texas STRIDES: Lions Walk for Diabetes Awareness Day, benefiting the Texas Lions Camp to enhance their Diabetes Sessions for children and Diabetes Seminars for families and we urge all to participate in this effort.

Signed this 28th day of October, 2013.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Carolyn L. Guidry
COUNTY CLERK

Theresa Goodness
Chief Deputy

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

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

Web Address for Jefferson County Clerk Public Records Online:

<http://jeffersontxclerk.manatron.com>

October 22, 2013

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

Fran,

Please transfer monies from 120-1034-414-50-53 (Rent equipment) to 120-1014-414-50-53 (Rent Equipment) to cover annual rental of 3 copiers for the County Clerk office. The amount to transfer is \$6804.00

Respectfully,

A handwritten signature in cursive script, appearing to read "Carolyn L. Guidry".

Carolyn L. Guidry
County Clerk

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 23, 2013

The attached FY 2013 budget amendment is necessary for year-end accruals for 10% of the 10/25/13 payroll. Please call if you have any questions.

See attached schedule

Budget Amendment
Payroll Related Items
Fiscal Year 2012-2013

Account Number	Account Description	Increase	Decrease
110 2027 412 10 2	Assistants & Clerks	192.00	
110 2027 412 10 7	Court Reporter	291.00	
120 1016 415 10 2	Employees Retirement	632.00	
120 2033 412 10 1	Department Head	69.00	
120 2033 412 10 2	Assistants & Clerks	189.00	
120 2033 412 10 7	Court Reporter	291.00	
120 2033 412 10 42	Bailiff	150.00	
120 2034 412 10 1	Department Head	69.00	
120 2034 412 10 2	Assistants & Clerks	192.00	
120 2034 412 10 7	Court Reporter	291.00	
120 2034 412 10 42	Bailiff	150.00	
120 2035 412 10 1	Department Head	69.00	
120 2035 412 10 2	Assistants & Clerks	192.00	
120 2035 412 10 7	Court Reporter	291.00	
120 2035 412 10 42	Bailiff	152.00	
120 2036 412 10 1	Department Head	69.00	
120 2036 412 10 2	Assistants & Clerks	192.00	
120 2036 412 10 7	Court Reporter	291.00	
120 2036 412 10 42	Bailiff	152.00	
120 2039 412 10 7	Court Reporter	291.00	
120 2041 412 20 2	Employees Retirement	157.00	
120 2052 412 10 1	Department Head	604.00	
120 2052 412 10 2	Assistants & Clerks	602.00	
120 2052 412 10 7	Court Reporter	291.00	
120 2053 412 10 1	Department Head	604.00	
120 2053 412 10 2	Assistants & Clerks	602.00	
120 2053 412 10 7	Court Reporter	291.00	
120 1024 419 10 99	Termination Allowance		7,366.00
		<u>\$ 7,366.00</u>	<u>\$ 7,366.00</u>

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2013 TAX ROLL THIS 28 DAY OF OCTOBER, 2013.

County Judge

Commissioner Pct. #1

Commissioner Pct. #3

Commissioner Pct. #2

Commissioner Pct. #4

Sworn to and subscribed before me, the undersigned authority, this _____ day of _____, 2013.

CAROLYN GUIDRY, County Clerk

JURISDICTION: 0001 JEFFERSON COUNTY

TOTAL PARCELS:	152,804	TAX RATE:00.365600	
MARKET VALUE:	32,923,518,693	STATE HOM:	0
EXEMPT PARCELS:	0	STATE O65:	0
EXEMPT VALUE:	0	DISABLED:	40,000
AG PROPERTIES:	4,175	AG EXCLUSION:	311,521,195
HS CAPPED CNT:	1,011	HS CAPPED AMT:	7,297,886
ARATED PARCELS:	11	ARATED AMOUNT:	1,877,188,020
HR366 CNT:	175	HR366 VALUE:	39,448
POLLUTION CNT:	192	POLLUTION VALUE:	1,454,560,832
GIT CNT:	2	GIT VALUE:	29,854,100
SRI XMP CNT:	33	SRI EXEMPTION:	1,202,701
LIH XMP CNT:	2	LIH EXEMPTION:	2,893,650
VET FULL XMP CNT:	333	VET FULL EXEMPTION:	33,358,522
TLM PROPERTIES:	425	TLM EXCLUSION:	17,526,099
PRORATED EXEMP EXXG COUNT	32	AMOUNT FOR EXXG	5,187,230
PRORATED EXEMP EXXI COUNT	21	AMOUNT FOR EXXI	5,335,280
PRORATED EXEMP EXXJ COUNT	77	AMOUNT FOR EXXJ	21,997,538
PRORATED EXEMP EXXK COUNT	3	AMOUNT FOR EXXK	1,463,900
PRORATED EXEMP EXXL COUNT	1	AMOUNT FOR EXXL	8,022,000
PRORATED EXEMP EXXU COUNT	130	AMOUNT FOR EXXU	150,995,160
PRORATED EXEMP EXXV COUNT	6,719	AMOUNT FOR EXXV	1,130,372,690
GROSS TAXABLE:	29,178,076,440		
STATE HOMESTEAD	53,965	HOMESTEAD AMT:	0
LOCAL HOMESTEAD	53,965	HOMESTEAD AMT:	1,117,535,657
OVER65	17,816	OVER 65 AMT:	0
LOCAL OVER65	17,816	OVER 65 AMT:	657,703,340
SURVIVING SPOUSE:	108	AMOUNT:	4,086,530
# OF DISABLED:	4,195	DISABLED AMT:	145,747,880
TOTAL VET	1,062	VETERAN AMT:	9,899,286
* VET SURVIVING SP	23	VETERAN AMT:	181,608
* INCLUDED IN THE TOTAL VET FIELD			

TOTAL PART XEP:	1,934,972,693		
TAXABLE VALUE:	25,919,729,949		
FROZEN ACCTS:			
LEVY LOSS:	673,135.61		
TOTAL LEVY:	93,936,545.16		
LATEFG CNT:	57	LATEFG AMT:	2,130.94
LATE RENDPEN CNT:	2,848	LATE RENDPEN AMT:	46,877.10
FROZEN HOMESITE:	1,949,332,621		
FROZEN TAXABLE:	811,798,735		
UNFROZEN LEVY:	2,963,065.60		
FROZEN LEVY:	2,289,929.99		
TIF CAPTURED:	0		
TOTAL NON-EXMT PARCELS:	152,804		

J. SHANE HOWARD
TAX ASSESSOR-COLLECTOR



SUSIE JAMES
CHIEF DEPUTY

October 18, 2013

Patrick Swain
County Auditor
Jefferson County
Beaumont, TX

Dear Patrick:

Enclosed is the **2013 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved at the next Commissioners' Court meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to be "J. SHANE HOWARD", written over a horizontal line.

J. SHANE HOWARD
Assessor-Collector of Taxes
Jefferson County, Texas

JSH:db

Enclosure

cc: Fran Lee

grandcp.ltr.13

BRAUD VAUGHN & WILLIAMSON INSURANCE AGENCY LLC
PO BOX 5389
BEAUMONT TEXAS 77726-5389
(409) 833-8621
FAX (409) 833-0310

189

October 10, 2013

Jefferson County, TX
1149 Pearl Street
Beaumont, TX 77701

Re: General Liability Policy
Renewal of Policy #3DK4910
Expiration date: 11/8/2013

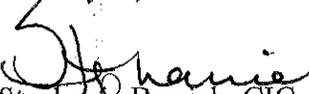
Dear Insured:

In reference to the above captioned renewal expiring on November 8, 2013, the company has given us a renewal quote of \$2,675.21, excluding Terrorism Coverage. To include the terrorism coverage, the additional premium is \$150.00. We have enclosed the form which you need to sign and mark if you elect to accept or reject this coverage. We have also enclosed a new updated application for your review. Please make any changes necessary, sign where indicated and return to me in the envelope provided.

Please be advised that NO COVERAGE can be requested bound until such time as you return the signed application, terrorism form and premium.

As always, it is our pleasure servicing your account.

Thank you,


Stephanie Barrick, CIC, CISR, ACSR
Commercial Accounts

/sb
encl.

RECEIVED

OCT 15 2013

RISK MANAGEMENT



SPECIALTY INSURANCE MANAGERS, INC.

* AUSTIN * ARLINGTON * GRANBURY * HOUSTON * LUBBOCK

COMMERCIAL GENERAL LIABILITY

TO: BRAUD VAUGHN & WILLIAMSON INS
AGENCY LLC
RE: JEFFERSON COUNTY, TX

ATTN: STEPHANIE BARRICK DATE: 10/09/2013

COMPANY: ESSEX INSURANCE COMPANY - A

Quote Indication Only # of Pages: 5 Renewal of: 3DK4910 Sub #: 3374525A
Expiring: 11/8/2013

ISO Policy Form: '07 Occurrence Term: Annual
Deductible: \$ 500 Per Claim BI/PD, Professional or PI/AI

Limits:
\$4,000,000 General Aggregate (Other Than Prod/Comp Ops)
\$2,000,000 Products/Completed Ops Aggregate Incl in General Aggregate
\$2,000,000 Personal & Advertising Injury Limit
\$2,000,000 Each Occurrence Limit
\$50,000 Damage to Rented Premises (Each Occurrence)
\$1,000 Medical Expense Limit (Any One Person)

This Proposal, upon acceptance, is subject to all terms and conditions of the policy and any endorsements thereto (available upon request).

*Total Premium:	\$ 2350.00	<input checked="" type="checkbox"/> Minimum Earned 25%
Policy Fee:	\$ 200.00	<input checked="" type="checkbox"/> Minimum & Deposit (Full Term) 100%
Taxes:	\$ 125.21	
Total:	\$ 2675.21	

PREMIUM CHARGE FOR TERRORISM COVERAGE AS SHOWN ON POLICYHOLDER MKL TERR 4 (01/08) DISCLOSURE NOTICE... WILL BE ADDED UNLESS SIGNED REJECTION RECEIVED PRIOR TO BINDING

***ALL ADDITIONAL INSURED AND WAIVERS OF SUBROGATION ARE FULLY EARNED**

PLEASE NOTE: If Binder is requested, you should receive confirmation within a few days. If not, contact your underwriter. **A COPY OF ANY CERTIFICATES OF INSURANCE ISSUED BY YOUR OFFICE MUST BE PROVIDED TO SPECIALTY**

COMMON FORMS AND ENDORSEMENTS

- MDIL 1000 (08/11) - General Liability Dec
- MDIL 1001 (08/11) - Schedule of Forms
- MJIL 1000 (08/10) - Policy Jacket
- MPIL 1007 (04/10) - Privacy Notice
- MEIL 1200 (01/10) - Service of Suit
- IL0017 (11/98) - Common Policy Conditions
- IL0021 (09/08) - Nuclear Energy Liab Exclusion Endt
- MEIL 1211 (06/10) - Minimum Earned Premium
- MEIL1225 (10/11) - Changes - Civil Union

STATE COMMON FORMS

- MPIL 1009 (04/10) - Important Notice - Texas
- MPIL 1010 (05/10) - Texas Surplus Lines Notice
- IL0168 (09/08) - Texas Changes - Duties
- CP0142 (10/05) Texas Changes
- IL0179(10/02) - Oklahoma Notice
- IL0231 (09/08) - Arkansas Changes - Canc/NR
- IL0910 (12/03) - Pennsylvania Notice

SPECIAL EXCLUSIONS (E), LIMITATIONS (L), WARRANTIES (W) OR CONDITIONS (C): **Mandatory forms

- MDGL 1008 (08/11) - Gen Liab Coverage Part Dec
- MDGL 1009 (08/11) - Gen Liab Cov Part Dec Ext
- CG0001(12/07) - Comm'l Gen Liab Coverage Part
- MEGL 0001 (06/12)- Combination Gen Endt:
- Breach of Contract (E); Employer's Liability (E); Punitive Damages (E); Professional (E); Discrimination (E); Movement of Land (E); Asbestos, Lead, Silica Dust (E); Mold (E); No coverage afforded to AI when there is no coverage afforded to Named Insured (L); Minimum & Deposit
- MEGL 0309 (06/10) - Texas Amendatory Form (Removal of Punitive Damages Exclusion
- MEGL 0048 (04/10) - Deductible Endorsement
- ME-006(01/09) - Delete Non-Renewal Notice (C)
- CG2173 (01/08) - Exclusion of Acts of Terrorism
- CG2170 (01/08) - Cap on Losses from Terrorism
- [CLM2] ME-008 (01/09) - Pre-Existing Inj, Loss or Dmg (E)
- CG2011 (01/96) - Additional Insured - Lessors of Prem
- CG2001 (04/13) - Primary and Noncontributory - Other Insurance Condition
- CG2104 (11/85) - Products/Comp Ops (E)
- CG2135 (10/01) - Med Pay (E)
- CG2136 (03/05) - New Entities (E)
- CG2138 (11/85) - Personal/Advertising Inj (E)
- CG2139 (10/93) - Contractual Liability (L)
- CG2142 (12/04) - Explosion, Collapse Underground (E)
- CG2144 (07/98) - Specified Premises/Project (L)
- CG2145 (07/98) - Dmg to Prem Rented to You (E)
- CG2147 (12/07) - Employment Related Practices (E)

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OCT 15 2013

RISK MANAGEMENT

- CG2149 (09/99) – Total Pollution (E)
- CG2404 (05/09) – Waiver of Transfer Rights...
- CG2407 (01/96) – Products/Comp Ops Redefined (C)
- ME-007 (01/09) – Absorption/Inhalation/Disease (E)
- ME-008 (01/09) – Pre-Existing Injury, Loss or Damage Exclusion
- MEGL 0009 (04/11) – Additional Insured
- MEGL 0009-01 (04/11) – Blanket Additional Insured
- MEGL 1252 (03/11) – Defense Within Limit (Mandatory when offering \$100,000/\$200,000 GL Limit)
- ME-023 (01/09)– Animal (E,
- MEGL-0024 (04/13)– Assault/Battery (E)
- ME-030 (04/99) – Classification Limitation Endt
- MEGL 0043 (10/12) – Construction Risk Cov Amendment (Residential Unit Limitation (L) (Pre-Existing Injury, Loss or Damage (E); 20 Residential Unit Limitation; Independent Contractor Warranty; Amendment to Damage to Property and Damage to Your Work Exclusions)
- MEGL 0103(10/12) Contractors or Subcontractors Minimum Limits of Insurance
- ME-126 (01/09) – Liquor Liability Exclusion Amended
- ME-172 (01/09) – Prod/Com Op Incl in Gen Agg (C)
- ME-204 (01/09) – Sexual Abuse/Molestation (E)

- MEGL 0172 (01-13)– Products-Completed Operations Included in General Aggregate Limit
 - MEGL 0283 (10/12) – Construction Risk Coverage Amendment (Residential Exclusion)
 - MEGL 0311 (10/12) – Uninsured Subcontractors Amendment
 - MEGL 0235 (10-12) - Underground Exposures And Backup or Overflow Coverage Amendment
 - MEGL 1279 (04/13) – Limited Assault or Battery Cov – Defense within limits
 - MEGL 1613 (09/12) – Fireworks, Pyrotechnics and Flashboxes Exclusion
 - MEGL 1615 (04/13) – Building Code Violations (E)
 - MEGL 1616 (02/13) – Entertainment Events; Equipment and Devices (E)
 - MEGL 1592 (01-12) - Underground Exposures Coverage Amendment
 - MEIL 1401 - AR (11-11) - Arkansas Changes - Faulty Workmanship (AR Only)
 - CG2101-Athletic or Sports Participants Excl
 - ME217-Designated Premises
 -
 -
- REV: 07/22/13

PLEASE REVIEW CAREFULLY. IT MAY NOT INCLUDE SAME COVERAGES, TERMS AS REQUESTED!

Subject To: ACORD App Company App Favorable Inspection Photos Loss Runs
 Three year Loss Experience

Comments:

THIS PROPOSAL IS VALID FOR 30 DAYS.

RATE / CLASS CODE BREAKDOWN

Owner/Partner/Officer Payroll (When Applicable) = \$25,000.

Per Schedule Below Per Schedule Provided by Producer

Classification	Code No	Premium Basis	Rates		Advance Premiums	
			Prem/Ops	Pr/Co	Prem/Ops	Pr/Co
Parks or Playgrounds	46671	t)1	1986	INCL	2350MP	INCL



ESSEX INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINATION GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **e. Employer's Liability** of paragraph **2. Exclusions** under **Section 1 – Coverages** is replaced by the following and applies throughout this policy:

e. This insurance does not apply to liability for "bodily injury" to:

- (1) An "employee" of any insured arising out of and in the course of employment or while performing duties related to the conduct of an insured's business; or
- (2) Any injury or damage to any other person including but not limited to spouse, child, parent, brother, sister or relative of the "employee" as a consequence of (1) above.

This exclusion applies whether an insured may be liable as an employer or in any other capacity and applies to any obligation to share damages with or repay someone else who must pay damages because of the injury, as well as liability assumed under any "insured contract." Wherever the word "employee" appears above, it shall also mean any member, associate, co-employee, "leased worker", casual worker, "temporary worker", union worker, "volunteer worker", or any person or persons loaned to or volunteering services to you.

B. The following **Exclusions** are added:

This insurance does not apply to:

1. Claims arising out of breach of contract, whether written or oral, express or implied, implied-in-law, or implied-in fact contract.
2. Fines, penalties, and punitive or exemplary damages, or any expenses or any obligation to share such damages or repay another. However, this exclusion does not apply to Punitive Damages from Wrongful Death brought under Alabama's Wrongful Death Statute.
3. Professional liability, errors, omission, negligent acts, malpractice and/or acts of any type including rendering or failure to render any type of professional service, unless such coverage is specifically endorsed onto the policy.
4. "Bodily injury", "property damage", "personal and advertising injury" or any injury, loss, or damages, including consequential injury, loss or damage, arising out of, caused or contributed to by:
 - a. Discrimination of any kind, actual or alleged;
 - b. Any insured covered by this policy initiating causes of action or allegations against any other insured covered by this policy;
 - c. Movement of land or earth regardless whether emanating from, aggravated by, or attributable to any operations performed by or on behalf of any insured whether the first manifestation of same occurs during the policy period or prior or subsequent thereto. Movement of land or earth includes instability, subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting, bulging, cracking, mud flow, mudslide, earthquake, shrinking or expansion of ground, slabs, footings, foundations, walls, roofs, floors, ceilings or any other real property or part thereof;
 - d. Asbestos, lead, silica dust, dust and/or toxic dust, "fungi", bacteria, organic pathogens, bio-organic growth and/or systemic chemical poisoning;

- (1) Whether arising out of actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, discharge, dispersal, seepage, migration, infiltration, infestation, release, escape, growth, production or reproduction of or toxic substances from asbestos, lead, silica dust, dust and/or toxic dust, "fungi", bacteria, organic pathogens, bio-organic growth and/or systemic chemical poisoning. This applies regardless of source, including but not limited to, from any goods, products or structures containing same, existence of same in any form, in occupancy or construction, manufacture, sale, transportation, handling, storage, disposal or removal of same; and
- (2) Regardless of supervision, instructions, recommendations, requests, warnings or advice given or which should have been given, as well as any costs, including but not limited to abatement, mitigation, removal, containment, treatment, detoxification, neutralization, or disposal of same, or in any way respond to assess the effects of same.

Coverage does not apply to any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way, responding to, or assessing the effects by any insured or by any other person or entity.

"Fungi" as used herein means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi". However, this exclusion does not apply to any "fungi" or bacteria that are on, or are contained in, a good or product intended for bodily consumption.

5. Any Additional Insured(s) when there is no coverage afforded to the Named Insured(s) or any other insured(s) as defined in **WHO IS AN INSURED** under this policy.

6. The following injury, loss, or damages sustained in Illinois and/or New York State, unless stated elsewhere in this policy:

"Bodily injury", "property damage", "personal and advertising injury" or any injury, loss, or damages, including consequential injury, loss or damage, arising out of, caused or contributed to by any injury sustained by any contractor, self-employed contractor, and/or subcontractor, or any "employee", "leased worker", casual worker, contract worker, "temporary worker," or "volunteer worker" of same. This exclusion applies to any obligation to share damages with or repay someone else who must pay damages because of the injury, as well as liability assumed under any "insured contract".

7. Legionellae

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation or aspiration of, ingestion of, contact with, exposure to, existence of, or presence of any legionellae, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation or aspiration of, ingestion of, contact with, exposure to, existence of, or presence of any legionellae, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- c. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, disinfecting, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, legionellae, by any insured or by any other person or entity.

- c. All references in this policy to minimum and/or deposit premiums and premium audits are replaced by the following:
 1. The premium shown as advanced premium is both a deposit premium and a minimum premium for the policy term. At the close of each audit period, we will compute the earned premium for that period. If the earned is more than the advanced premium, then the amount by which the earned exceeds the advanced premium is due and payable on notice to you. If the earned premium is less, the advanced premium applies as the minimum premium with no return premium payable to you.
 2. If this policy is cancelled, the pro rata or short rate of the minimum and deposit premium will apply for the policy term, subject to an absolute minimum earned premium of twenty-five percent (25%) of the total advanced premium unless final audit develops a premium greater than twenty-five percent (25%) of the total advanced premium. If your business is seasonal, the minimum premium then becomes fully earned at the end of your season.

All other terms and conditions remain unchanged.

ACORD COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY) 10/10/2013 194

AGENCY Braud, Vaughn & Williamson Insurance 2510 Broadway P.O. Box 5389 Beaumont TX 77726-538	PHONE (A/C, No, Ext): 409-833-8621 FAX (A/C, No.): 409-833-0310	CARRIER Essex Insurance Company	NAIC CODE:	UNDERWRITER	UNDERWRITER OFF.
POLICIES OR PROGRAM REQUESTED		INDICATE SECTIONS ATTACHED			
PROPERTY		EQUIPMENT FLOATER			
GLASS AND SIGN		INSTALLATION/BUILDERS RISK			
ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		ELECTRONIC DATA PROC			
CRIME/MISCELLANEOUS CRIME		COMMERCIAL GENERAL LIABILITY			
TRANSPORTATION/ MOTOR TRUCK CARGO		BUSINESS AUTO			
		TRUCKERS/MOTOR CARRIER			
CODE: SUB CODE:		GARAGE AND DEALERS			
AGENCY CUSTOMER ID: 1180		VEHICLE SCHEDULE			
		BOILER & MACHINERY			
		WORKERS COMPENSATION			
		UMBRELLA			

STATUS OF TRANSACTION		PACKAGE POLICY INFORMATION				
QUOTE	ISSUE POLICY	RENEW	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.			
BOUND (Give Date and/or Attach Copy):	PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT	
CHANGE DATE TIME	11/08/2013	11/08/2014	DIRECT BILL			
CANCEL			AGENCY BILL			

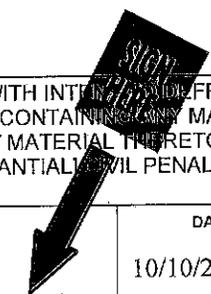
APPLICANT INFORMATION	
NAME (First Named Insured & Other Named Insureds) Jefferson County, TX (formerly Friends of Spindletop)	FEIN OR SOC SEC # (of First Named Insured): PHONE (A/C, No, Ext):
E-MAIL ADDRESS(ES):	MAILING ADDRESS INCL ZIP+4 (of First Named Insured) 1149 Pearl Street Beaumont TX 77701
INDIVIDUAL CORPORATION PARTNERSHIP JOINT VENTURE	WEBSITE ADDRESS(ES):
SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG	CR BUREAU NAME ID NUMBER
LIMITED LIAB CORP NO. OF MEMBERS AND MANAGERS	DATE BUS STARTED
INSPECTION CONTACT Patrick Swain	ACCOUNTING RECORDS CONTACT PHONE (A/C, No, Ext):

PREMISES INFORMATION		STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
1	1	West Port Arthur Road Beaumont Jefferson TX 77705	<input checked="" type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input checked="" type="checkbox"/> OWNER <input type="checkbox"/> TENANT		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)
Park with observation deck

GENERAL INFORMATION			
EXPLAIN ALL "YES" RESPONSES	YES NO	EXPLAIN ALL "YES" RESPONSES	YES NO
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION, ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).	
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	9. ANY UNCORRECTED FIRE CODE VIOLATIONS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
4. ANY CATASTROPHE EXPOSURE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	11. HAS BUSINESS BEEN PLACED IN A TRUST? IF YES, NAME OF TRUST:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (Not applicable in MO)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

REMARKS/PROCESSING INSTRUCTIONS			
<p>ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL HERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied)</p>			
APPLICANT'S SIGNATURE	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER
	10/10/2013		



LINE	CATEGORY	CLAIMS MADE		OCCURRENCE													
GENERAL LIABILITY	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	RETRO DATE																
	EFF-EXP DATE																
	GENERAL AGGREGATE																
	PRODUCTS COMP OP AGGREGATE																
	PERSONAL & ADV INJ																
	EACH OCCURRENCE																
	FIRE DAMAGE																
	MEDICAL EXPENSE																
	BODILY INJURY	OCCURRENCE															
		AGGREGATE															
	PROPERTY DAMAGE	OCCURRENCE															
		AGGREGATE															
COMBINED SINGLE LIMIT																	
MODIFICATION FACTOR																	
TOTAL PREMIUM																	
AUTOMOBILE	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	COMBINED SINGLE LIMIT																
	BODILY INJURY	EA PERSON															
		EA ACCIDENT															
	PROPERTY DAMAGE																
	MODIFICATION FACTOR																
	TOTAL PREMIUM																
PROPERTY	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	BUILDING	AMT															
	PERS PROP	AMT															
	MODIFICATION FACTOR																
TOTAL PREMIUM																	
	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	LIMIT																
	MODIFICATION FACTOR																
	TOTAL PREMIUM																

LOSS HISTORY

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY)						CHK HERE IF NONE	SEE ATTACHED LOSS SUMMARY
DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS	
						OPEN	
						CLOSED	
						OPEN	
						CLOSED	

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY

ATTACHMENTS

STATE SUPPLEMENT(S) (If applicable)

COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (Not applicable in all states, consult your agent or broker for your state's requirements.)

NOTICE OF INSURANCE INFORMATION PRACTICES
 PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

AGENCY Braud, Vaughn & Williamson Insurance 2510 Broadway P.O. Box 5389 Beaumont TX 77726-538	PHONE (A/C, No, Ext) 409-833-8621 FAX (A/C, No) 409-833-0310	APPLICANT (First Named Insured) Jefferson County, TX (formerly Friends of Spindletop)	EFFECTIVE DATE 11/08/2013	EXPIRATION DATE 11/08/2014	DIRECT BILL <input checked="" type="checkbox"/> AGENCY BILL	PAYMENT PLAN	AUDIT
CODE:	SUB CODE:	FOR COMPANY USE ONLY					
AGENCY CUSTOMER ID: 1180							

COVERAGES		LIMITS		PREMIUMS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE	\$ 4000000		
<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$ 2000000		PREMISES/OPERATIONS
	OWNER'S & CONTRACTOR'S PROTECTIVE	PERSONAL & ADVERTISING INJURY	\$ 2000000		
		EACH OCCURRENCE	\$ 2000000		PRODUCTS
		DAMAGE TO RENTED PREMISES (each occurrence)	\$ 50000		
<input checked="" type="checkbox"/>	PROPERTY DAMAGE \$ 500.00	MEDICAL EXPENSE (Any one person)	\$ 1000		OTHER
<input checked="" type="checkbox"/>	BODILY INJURY \$ 500.00 <input checked="" type="checkbox"/> PER CLAIM	EMPLOYEE BENEFITS	\$		
					TOTAL
OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)					

SCHEDULE OF HAZARDS										
LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
	1	Parks or Playgrounds	46671	T	1	5	1986.0000			

RATING AND PREMIUM BASIS (S) GROSS SALES - PER \$1,000/SALES (A) AREA - PER 1,000/SQ FT (F) PAYROLL - PER \$1,000/PAY (M) ADMISSIONS - PER 1,000/ADM (C) TOTAL COST - PER \$1,000/COST (T) OTHER (U) UNIT - PER UNIT

CLAIMS MADE (Explain all "Yes" responses)		EMPLOYEE BENEFITS LIABILITY	
1. PROPOSED RETROACTIVE DATE:		1. DEDUCTIBLE PER CLAIM: \$	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV:		2. NUMBER OF EMPLOYEES:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?		3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:	
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?		4. RETROACTIVE DATE:	
REMARKS		REMARKS	

CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?			X	4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?			X
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?			X	5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?			X
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?			X	6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?			X
REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED		\$ PAID TO SUB-CONTRACTORS:		% OF WORK SUBCONTRACTED:		# FULL-TIME STAFF:	

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?			X	6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?			X
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS?			X	7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?			X
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?			X	8. PRODUCTS UNDER LABEL OF OTHERS?			X
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?			X	9. VENDORS COVERAGE REQUIRED?			X
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?			X	10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?			X
PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC							

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED				LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGEE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:						

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?			X	12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?			X
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?			X	13. ANY DEMOLITION EXPOSURE CONTEMPLATED?			X
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)			X	14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?			X
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS?			X	15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?			X
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?			X	16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?			X
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?			X	17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?			X
7. ANY PARKING FACILITIES OWNED/RENTED?			X	18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS?			X
8. IS A FEE CHARGED FOR PARKING?			X	19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?			X
9. RECREATION FACILITIES PROVIDED?			X	20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?			X
10. IS THERE A SWIMMING POOL ON THE PREMISES?			X				
11. SPORTING OR SOCIAL EVENTS SPONSORED?			X				
REMARKS							

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY-SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied).



Insured: Jefferson County, TX
Policy #:

ESSEX INSURANCE COMPANY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase the terrorism coverage for a prospective premium of \$150.00 + Surplus Lines Tax 0.00 + Stamping Office Fee \$ 0.00
<input type="checkbox"/>	I decline to purchase the terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.



Policyholder/Applicant's Signature

Print Name

Date

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	2,177.74	386647	
M&D SUPPLY	252.51	386688	
RALPH'S INDUSTRIAL ELECTRONICS	110.82	386700	
AT&T	60.82	386713	
TRI-CON, INC.	3,329.92	386724	
DEPARTMENT OF INFORMATION RESOURCES	.01	386740	
			5,931.82**
ROAD & BRIDGE PCT.#2			
KINLOCH EQUIPMENT & SUPPLY	64.53	386639	
			64.53**
ROAD & BRIDGE PCT. # 3			
ADAMS BACKHOE SERVICE	453.00	386635	
FARM & HOME SUPPLY	19.99	386663	
ENTERGY	243.77	386672	
J.K. CHEVROLET CO.	525.00	386680	
MUNRO'S	22.45	386692	
TRI-CON, INC.	3,063.37	386724	
MATHESON TRI-GAS	82.00	386726	
DEPARTMENT OF INFORMATION RESOURCES	.39	386740	
LOWE'S HOME CENTERS, INC.	284.05	386752	
CENTERPOINT ENERGY RESOURCES CORP	32.29	386771	
BILL WILLIAMS	200.00	386780	
KNIFE RIVER	443.69	386783	
			5,370.00**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	290.17	386647	
BEAUMONT FRAME & FRONT END	171.40	386650	
GCR BEAUMONT TRUCK TIRE CENTER	1,706.86	386666	
M&D SUPPLY	27.81	386688	
MUNRO'S	55.33	386692	
NAPA AUTO PARTS	222.70	386693	
OIL CITY TRACTORS, INC.	205.00	386695	
DEPARTMENT OF INFORMATION RESOURCES	.03	386740	
UNITED STATES POSTAL SERVICE	49.38	386747	
KNIFE RIVER	63.88	386783	
A-1 MACHINE & HYDRAULIC	575.00	386795	
ARROW-MAGNOLIA INTERNATIONAL INC	193.21	386796	
ON TIME TIRE	127.00	386820	
ASCO	95.00	386825	
			3,782.77**
PARKS & RECREATION			
ENTERGY	306.78	386672	
BRAUD VAUGHN & WILLIAMSON INSURANCE	2,675.21	386775	
			2,981.99**
GENERAL FUND			
JEFFERSON CTY. CLERK			
	100.00	386633	100.00*
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES			
UNITED STATES POSTAL SERVICE	699.92	386747	700.14*
COUNTY HUMAN RESOURCES			
FED EX	37.18	386664	
UNITED STATES POSTAL SERVICE	7.65	386747	44.83*
AUDITOR'S OFFICE			
FRAN M. LEE	460.00	386732	
UNITED STATES POSTAL SERVICE	7.36	386747	467.36*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE COUNTY JUDGE	356.49	386747	356.49*
JAN GIROUARD & ASSOCIATES	200.00	386669	
JOHN E. MACEY	500.00	386689	
UNITED STATES POSTAL SERVICE	.77	386747	
FRED JACKSON	20.00	386787	
GRACE NICHOLS	2,400.00	386793	
HARVEY L WARREN III	500.00	386803	
HARVEY L WARREN III	1,200.00	386804	
DUNHAM HALLMARK PLLC	200.00	386813	5,020.77*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE COUNTY TREASURER	10.80	386747	10.80*
UNITED STATES POSTAL SERVICE AUTOMATED BUSINESS SYSTEMS	375.90 283.93	386747 386776	659.83*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,296.00	386696	1,296.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE GENERAL SERVICES	8.24	386747	8.24*
GUARDIAN FORCE	36.00	386636	
OLMSTED-KIRK PAPER	3,210.00	386696	
S.E. TEXAS REGIONAL PLANNING	115,301.61	386708	
TIME WARNER COMMUNICATIONS	120.95	386719	
TEXAS WORKFORCE COMMISSION	19,154.99	386723	
TRI-CITY COFFEE SERVICE	153.60	386725	
GERMER PLLC	922.50	386738	
VELOCITY EXPRESS	201.85	386745	
CROWN CASTLE INTERNATIONAL	1,332.65	386764	140,434.15*
DATA PROCESSING			
FED EX	19.69	386664	
IBM	882.00	386679	
CDW COMPUTER CENTERS, INC.	141.80	386736	
TIGER DIRECT.COM	239.00	386794	1,282.49*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE DISTRICT ATTORNEY	114.62	386747	114.62*
JERRY HOLMES	506.56	386676	
CASH ADVANCE ACCOUNT	1,345.99	386683	
WEST PUBLISHING CORPORATION	649.22	386728	
UNITED STATES POSTAL SERVICE	180.99	386747	2,682.76*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE CRIMINAL DISTRICT COURT	139.68	386747	139.68*
JOHN D WEST	600.00	386741	
UNITED STATES POSTAL SERVICE	15.74	386747	
CULLEN KIKER	650.00	386799	
SEAN VILLERY-SAMUEL	600.00	386801	1,865.74*
136TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE 172ND DISTRICT COURT	4.61	386747	4.61*
UNITED STATES POSTAL SERVICE LEXIS-NEXIS 252ND DISTRICT COURT	18.24 46.00	386747 386748	64.24*
GAYLYN COOPER THOMAS J. BURBANK, P.C. JIMMY D. HAMM TERRENCE HOLMES MIKE LAIRD, ATTORNEY AT LAW BRUCE N. SMITH CHARLES ROJAS UNITED STATES POSTAL SERVICE CAROLYN WIEDENFELD RYAN L MATUSKA JASON ROBERT NICKS ALEX BILL III RIGHT TIME EDUCATIONAL SUPPORT SYS. AUDWIN M SAMUEL STEVEN GREENE 279TH DISTRICT COURT	800.00 2,150.00 800.00 269.20 2,500.00 800.00 900.00 307.90 800.00 1,600.00 2,050.00 1,500.00 750.00 800.00 300.81	386638 386652 386674 386677 386687 386707 386739 386747 386754 386781 386802 386812 386817 386829 386831	16,327.91*
ANITA F. PROVO KEVIN PAULA SEKALY PC CHARLES ROJAS JONATHAN L. STOVALL STEFANIE L. ADAMS, ATTORNEY AT LAW JILL S CHATELAIN 317TH DISTRICT COURT	75.00 500.00 500.00 2,000.00 1,000.00 500.00	386699 386705 386739 386810 386811 386832	4,575.00*
HERBERT L. JAMISON & CO. CASH ADVANCE ACCOUNT JUDY PAASCH JUSTICE COURT-PCT 1 PL 1	1,727.93 1,230.64 2,233.33	386681 386683 386769	5,191.90*
UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 4	44.08	386747	44.08*
DEPARTMENT OF INFORMATION RESOURCES JUSTICE COURT-PCT 6	.14	386740	.14*
UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 7	27.71	386747	27.71*
AT&T DEPARTMENT OF INFORMATION RESOURCES COUNTY COURT AT LAW NO.1	29.31 .28	386713 386740	29.59*
VERONICA WIMBERLY UNITED STATES POSTAL SERVICE COUNTY COURT AT LAW NO. 2	275.12 2.30	386730 386747	277.42*
DAVID GROVE THOMAS J. BURBANK, P.C. DELL MARKETING L.P. JOHN E. MACEY UNITED STATES POSTAL SERVICE COUNTY COURT AT LAW NO. 3	300.00 250.00 327.00 250.00 17.66	386640 386652 386659 386689 386747	1,144.66*
UNITED STATES POSTAL SERVICE COURT MASTER	16.43	386747	16.43*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	250.60	386694	
UNITED STATES POSTAL SERVICE	3.22	386747	
CHRISTY DEROUEN	1,139.71	386789	1,393.53*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	5.38	386747	5.38*
SHERIFF'S DEPARTMENT			
MARK R. DUBOIS	32.46	386634	
COCOMO JOE'S	30.00	386658	
BEAUMONT ENTERPRISE	276.64	386662	
KAY ELECTRONICS, INC.	150.55	386684	
SEARS COMMERCIAL CREDIT CENTER	269.98	386704	
WEST PUBLISHING CORPORATION	486.57	386728	
DEPARTMENT OF INFORMATION RESOURCES	.55	386740	
UNITED STATES POSTAL SERVICE	1,086.70	386747	
LOWE'S HOME CENTERS, INC.	28.48	386752	
CODE BLUE	449.00	386767	
ATTABOY TERMITE & PEST CONTROL	55.00	386798	2,865.93*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	374.00	386644	
FISHER SCIENTIFIC	77.70	386665	
W.W. GRAINGER, INC.	61.18	386670	
SWAFS	825.00	386701	
UNITED STATES POSTAL SERVICE	10.46	386747	
SPECTRUM LABORATORY PRODUCTS	57.00	386758	1,405.34*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS	387.87	386632	
AVIALL	17.12	386648	
BOB BARKER CO., INC.	413.80	386649	
BELL FENCE MFG. CO.	190.00	386651	
CITY OF BEAUMONT - WATER DEPT.	15,564.15	386653	
HERNANDEZ OFFICE SUPPLY, INC.	750.90	386675	
HYGEIA CHEMICAL CO.	1,193.92	386678	
KOMMERCIAL KITCHENS	16.80	386686	
M&D SUPPLY	119.00	386688	
OFFICE DEPOT	1,366.16	386694	
SANITARY SUPPLY, INC.	7,368.05	386702	
SCOTT EQUIPMENT, INC.	380.69	386703	
SHERWIN-WILLIAMS	92.63	386706	
NEDERLAND HARDWARE SUPPLY	12.27	386727	
ORANGE COUNTY ASSOCIATION FOR	475.00	386733	
LEXISNEXIS MATTHEW BENDER	211.35	386753	
LONE STAR UNIFORMS, INC.	109.45	386755	
INTERCONTINENTAL JET CORP	13.10	386770	
BELT SOURCE	35.04	386777	
FIRETROL PROTECTION SYSTEMS, INC.	152.00	386792	
INTERSTATE ALL BATTERY CENTER - BMT	435.80	386797	
FIVE STAR CORRECTIONAL SERVICE	18,305.22	386807	
LIQUID CAPITAL EXCHANGE INC	6,620.63	386815	54,230.95*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	15.24	386747	
BRIA LYNCH	10.74	386788	
L-1 ENROLLMENT SERVICES DIVISION	150.00	386806	175.98*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	2,859.61	386653	
CASH ADVANCE ACCOUNT	195.00	386683	
OAK FARM DAIRY	259.40	386735	
FLOWERS FOODS	82.53	386765	
BROTHERS PRODUCE	115.84	386819	3,512.38*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	86.94	386747	
INFOGROUP	200.00	386823	
CONSTABLE-PCT 2			286.94*
CASH ADVANCE ACCOUNT	123.00	386683	
CONSTABLE-PCT 4			123.00*
DEPARTMENT OF INFORMATION RESOURCES	.10	386740	
CONSTABLE-PCT 6			.10*
CASH ADVANCE ACCOUNT	309.82	386683	
TEXAS STATE UNIVERTY/SAN MARCOS	200.00	386711	
TEXAS STATE UNIVERTY/SAN MARCOS	300.00	386712	
UNITED STATES POSTAL SERVICE	7.68	386747	
CONSTABLE PCT. 7			817.50*
TEXAS STATE UNIVERTY/SAN MARCOS	200.00	386709	
TEXAS STATE UNIVERTY/SAN MARCOS	200.00	386710	
AT&T	29.32	386713	
DEPARTMENT OF INFORMATION RESOURCES	.05	386740	
AGRICULTURE EXTENSION SVC			429.37*
UNITED STATES POSTAL SERVICE	10.02	386747	
AAFES	145.00	386760	
BARBARA EVANS	75.00	386790	
M J EBELING	591.57	386822	
HEALTH AND WELFARE NO. 1			821.59*
CITY OF BEAUMONT	40.00	386646	
CLAYBAR FUNERAL HOME, INC.	1,968.00	386656	
CLAYTON THOMPSON FUNERAL HOME	1,349.99	386657	
ENTERGY	50.01	386673	
PETTY CASH - N C WELFARE	73.05	386697	
UNITED STATES POSTAL SERVICE	92.43	386747	
RACHEL DRAGULSKI	84.76	386756	
MORBIDITY & MORTALITY WEEKLY REPORT	39.50	386785	
PROCTOR'S MORTUARY INC	1,500.00	386805	
HEALTH AND WELFARE NO. 2			5,197.74*
TEXAS DEPT OF PUBLIC SAFETY	25.00	386668	
AT&T	29.31	386713	
TIME WARNER COMMUNICATIONS	74.87	386720	
MORBIDITY & MORTALITY WEEKLY REPORT	39.50	386785	
NURSE PRACTITIONER			168.68*
GEORGE V. ZUZUKIN, M.D.	1,000.00	386641	
CHILD WELFARE UNIT			1,000.00*
DISA, INC.	402.00	386661	
J.C. PENNEY'S	497.90	386750	
SEARS COMMERICAL CREDIT	100.00	386751	
ENVIRONMENTAL CONTROL			999.90*
AT&T	35.25	386713	
DEPARTMENT OF INFORMATION RESOURCES	.80	386740	
INDIGENT MEDICAL SERVICES			36.05*
GUARDIAN FORCE	90.00	386636	
CARDINAL HEALTH 110 INC	10,227.33	386828	
MAINTENANCE-BEAUMONT			10,317.33*

NAME	AMOUNT	CHECK NO.	TOTAL
LOUIS AND COMPANY	223.65	386637	
ENTERGY	7,627.65	386672	
M&D SUPPLY	50.83	386688	
MOORE SUPPLY, INC.	158.65	386691	
AT&T	275.13	386713	
AT&T	4,638.33	386714	
DEPARTMENT OF INFORMATION RESOURCES	6,827.06	386740	19,801.30*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	739.22	386654	
W.W. GRAINGER, INC.	17.30	386670	
AT&T	35.25	386715	
DEPARTMENT OF INFORMATION RESOURCES	1.70	386740	793.47*
SERVICE CENTER			
A-LINE FRONT END & BRAKE	78.50	386643	
GULF COAST SCREW & SUPPLY	259.62	386671	
KINSEL FORD, INC.	2,239.59	386685	
M&D SUPPLY	17.70	386688	
PHILPOTT MOTORS, INC.	240.78	386698	
ORANGE COUNTY ASSOCIATION FOR	140.00	386733	
S.E. TEXAS AUTO EQUIPMENT	167.10	386734	
PETROLEUM TRADERS CORPORATION	24,428.14	386743	
FIRST CALL	644.29	386757	
HERRERA'S EMERGENCY LIGHTING	580.00	386761	
SHELL	55.20	386763	
BUMPER TO BUMPER	22.51	386768	
TIME WARNER CABLE BUSINESS CLASS	79.95	386778	
HIGHTECH SIGNS	154.25	386779	
UNIFIRST HOLDINGS INC	17.20	386800	
MIGHTY OF SOUTHEAST TEXAS	94.80	386816	
CHASE ELECTRONICS	120.00	386818	29,339.63*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	8.86	386747	
HILARY GUEST	122.12	386759	
			130.98*
			316,740.66**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	98.56	386645	
CLARKE MOSQUITO CONTROL	167,750.00	386655	
W.W. GRAINGER, INC.	89.60	386670	
JACK BROOKS REGIONAL AIRPORT	3,172.64	386682	
MUNRO'S	98.95	386692	
DEPARTMENT OF INFORMATION RESOURCES	.03	386740	
TEX-AIR PARTS, INC	139.66	386774	
MCFARLANE AVIATION INC	946.30	386786	
AMERICAN TIRE DISTRIBUTORS	2,556.20	386791	
INTERSTATE ALL BATTERY CENTER - BMT	535.75	386797	175,387.69**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	50.00	386769	50.00**
LAW LIBRARY FUND			
STATE BAR OF TEXAS	125.00	386716	
WEST PUBLISHING CORPORATION	3,395.50	386728	
THOMSON REUTERS	3,647.56	386826	7,168.06**
JUVENILE TJPC-A-2012-123			
YOUTH ADVOCATE PROGRAM	3,391.76	386784	3,391.76**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	933.90	386683	
OFFICE DEPOT	644.88	386694	
DEPARTMENT OF INFORMATION RESOURCES	2.21	386740	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	146.38	386747	
JCCSC	4.00	386809	
			1,731.37**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	1,647.20	386672	
M&D SUPPLY	22.76	386688	
KIM MCKINNEY, LPC, LMFT	210.00	386690	
SANITARY SUPPLY, INC.	27.00	386702	
AT&T	126.14	386713	
SYSCO FOOD SERVICES, INC.	666.17	386717	
TEXAS WORKFORCE COMMISSION	1,718.70	386723	
PETTY CASH - RESTITUTION I	67.13	386731	
CDW COMPUTER CENTERS, INC.	.00	386736	
DEPARTMENT OF INFORMATION RESOURCES	.36	386740	
VINCENT'S A/C	173.66	386744	
BEN E KEITH FOODS	814.20	386766	
ATTAHOY TERMITE & PEST CONTROL	50.00	386798	
SAM'S CLUB DIRECT	55.93	386821	
			5,579.25**
MENTALLY IMPAIRED OFFEND.			
TEXAS CORRECTIONS ASSOCIATION	135.00	386721	
COMMUNITY CORRECTIONS PRG			135.00**
TEXAS CORRECTIONS ASSOCIATION	135.00	386721	
DRUG DIVERSION PROGRAM			135.00**
TEXAS WORKFORCE COMMISSION	274.90	386723	
LAW OFFICER TRAINING GRT			274.90**
CASH ADVANCE ACCOUNT	676.20	386683	
COUNTY CLERK - RECORD MGT			676.20**
CDW COMPUTER CENTERS, INC.	737.12	386736	
DRUG INTERVENTION COURT			737.12**
LAND MANOR, INC.	518.00	386737	
HOTEL OCCUPANCY TAX FUND			518.00**
ENTERGY	1,317.88	386672	
MUNRO'S	86.50	386692	
OFFICE DEPOT	161.77	386694	
TIME WARNER COMMUNICATIONS	100.52	386718	
WILDSEED FARMS	224.25	386729	
DEPARTMENT OF INFORMATION RESOURCES	6.39	386740	
BRUCE'S GENERAL CONSTRUCTION	3,560.00	386762	
JOSEPH SEMIEN	6.22	386782	
			5,463.53**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,641.00	386642	
BASCO CONSTRUCTION INC	51,767.60	386824	
			53,408.60**
AIRPORT FUND			
T&N LABORATORIES & ENG., INC.	651.50	386722	
DEPARTMENT OF INFORMATION RESOURCES	.30	386740	
RINKER MATERIALS	7,872.00	386830	
			8,523.80**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	90,969.86	386808	
LIABILITY CLAIMS ACCOUNT			90,969.86**
DUNHAM HALLMARK PLLC	131.25	386814	
WORKER'S COMPENSATION FD			131.25**

NAME	AMOUNT	CHECK NO.	TOTAL
TRISTAR RISK MANAGEMENT	12,654.30	386772	12,654.30**
SHERIFF'S FORFEITURE FUND			
CALDWELL COUNTRY CHEVROLET	83,217.00	386773	83,217.00**
PAYROLL FUND			
JEFFERSON CTY. TREASURER - PAYROLL	3,171.91	386598	
JEFFERSON CTY. TREASURER - PAYROLL	1,592.59	386599	
JEFFERSON CTY. TREASURER - TCDRS	1,102.91	386600	
JEFFERSON COUNTY - NATIONWIDE	10.00	386601	
JEFFERSON CTY. - FLEXIBLE SPENDING	10,641.00	386602	
CLEAT	360.00	386603	
JEFFERSON CTY. TREASURER	18,879.37	386604	
RON STADTMUELLER - CHAPTER 13	1,717.50	386605	
INTERNAL REVENUE SERVICE	150.00	386606	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,120.00	386607	
JEFFERSON CTY. COMMUNITY SUP.	9,524.33	386608	
JEFFERSON CTY. TREASURER - HEALTH	385,248.89	386609	
JEFFERSON CTY. TREASURER - GENERAL	10.00	386610	
JEFFERSON CTY. TREASURER - PAYROLL	1,548,830.10	386611	
JEFFERSON CTY. TREASURER - PAYROLL	617,290.85	386612	
MONY/MLOA	275.61	386613	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,183.67	386614	
TGSLC	248.26	386615	
UNITED WAY OF BEAUMONT& N JEFFERSON	52.72	386616	
JEFFERSON CTY. TREASURER - TCDRS	557,408.30	386617	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	386618	
JEFFERSON COUNTY TREASURER	2,336.19	386619	
JEFFERSON COUNTY - TREASURER -	4,613.69	386620	
NECHES FEDERAL CREDIT UNION	68,015.72	386621	
DEPARTMENT OF SOCIAL SERVICES	140.76	386622	
JEFFERSON COUNTY - NATIONWIDE	52,377.98	386623	
TENNESSEE CHILD SUPPORT	115.38	386624	
NCO FINANCIAL SYSTEMS INC	125.95	386625	
FMS DMS PIONEER	34.62	386626	
SBA - U S DEPARTMENT OF TREASURY	168.49	386627	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	386628	
U S DEPARTMENT OF TREASURY	157.99	386629	
WILLIAM E HEITKAMP	639.00	386630	
JOHN TALTON	223.85	386631	
GUARDIANSHIP FEE			3,296,128.17**
LAIRO DOWDEN, JR.	200.00	386660	200.00**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	77.50	386667	
JACK BROOKS REGIONAL AIRPORT	249.00	386682	
TRI-CON, INC.	1,929.60	386724	
NEDERLAND HARDWARE SUPPLY	149.90	386727	
DEPARTMENT OF INFORMATION RESOURCES	263.65	386740	
VERIZON WIRELESS	341.91	386742	
SABINE PASS PORT AUTHORITY	465.44	386749	
PALMER POWER	11.15	386827	
			3,488.15**
			4,084,840.78***

WORK AUTHORIZATION

Project Name: County of Jefferson – Phase II MS4 Permit Implementation Services
Contract Reference: General Services Contract between the County of Jefferson and Carroll & Blackman, Inc.

The County of Jefferson authorizes Carroll & Blackman, Inc. to perform the following tasks in connection with the County of Jefferson – Phase II MS4 Storm Water Permit implementation

Scope of Services:

The detailed scope is outlined in **Attachment A**.

Cost of Services:

The proposed scope will be compensated for on a time and materials (hourly) basis with a services estimate of **\$14,460.00**, not to be exceeded without prior authorization by the County of Jefferson. Hourly rates will be billed according to the attached Engineering Fee schedule.

Qualifications:

The services estimate is based on the scope which is outlined in **Attachment A**. Any change in scope may necessitate a supplement to this work authorization.

Carroll & Blackman, Inc.
Authorized By:

County of Jefferson
Accepted By:



Date: 10-14-13

Date:

Attachment A

Jefferson County Stormwater Quality Coalition
 Nederland, Port Neches, Groves, Port Arthur, Jefferson County, Jefferson County DD7
Estimated Budget

Permit Implementation Combined Activities

Key Implementation Activities by MCM	Permit Year 6 (FY 2013)	Permit Year 1 (FY 2014)	Permit Year 2 (FY 2015)	Permit Year 3 (FY 2016)	Permit Year 4 FY (2017)	Permit Year 5 FY (2018)
1.0 Public Education, Outreach, and Involvement						
Development of Public Education Materials	\$2,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Media Campaign (Public Service Announcements)	\$3,000.00	\$3,000.00	\$3,150.00	\$3,150.00	\$3,307.00	\$3,307.00
Contractor Training and Outreach Program	\$0.00	\$1,312.00	\$0.00	\$1,312.00	\$0.00	\$0.00
Reproduction Costs for Brochures, Flyers and other materials	\$1,200.00	\$1,200.00	\$1,260.00	\$1,260.00	\$1,323.00	\$1,323.00
Conduct Public Meetings	\$0.00	\$0.00	\$2,772.00	\$0.00	\$0.00	\$0.00
SWMP Committee Meetings	\$7,504.00	\$5,360.00	\$5,628.00	\$5,628.00	\$5,909.00	\$5,909.00
Record Maintenance/Data Entry	\$2,256.00	\$2,256.00	\$2,369.00	\$2,369.00	\$2,487.00	\$2,487.00
2.0 Illicit Discharge Detection and Elimination						
Ordinance Enforcement Assistance	\$3,216.00	\$3,216.00	\$3,377.00	\$3,377.00	\$3,546.00	\$3,546.00
Outfall Screening	\$4,512.00	\$4,512.00	\$4,738.00	\$4,738.00	\$4,975.00	\$4,975.00
Maintain/Update Outfall Inventory Map	\$1,504.00	\$1,504.00	\$1,579.00	\$1,579.00	\$1,658.00	\$1,658.00
Record Maintenance/Data Entry	\$2,256.00	\$2,256.00	\$2,369.00	\$2,369.00	\$2,487.00	\$2,487.00
3.0 Construction Site Stormwater Runoff Control						
Ordinance Enforcement Assistance	\$3,216.00	\$3,216.00	\$3,377.00	\$3,377.00	\$3,546.00	\$3,546.00
Construction SWPPP Review	\$5,360.00	\$5,360.00	\$5,628.00	\$5,628.00	\$5,909.00	\$5,909.00
Training Programs for Permitting Personnel	\$2,640.00	\$1,504.00	\$0.00	\$0.00	\$0.00	\$0.00
Monitor Permitee Owned Construction Projects	\$2,256.00	\$2,256.00	\$2,369.00	\$2,369.00	\$2,487.00	\$2,487.00
Construction Site Inspections and Enforcement	\$18,048.00	\$18,048.00	\$18,950.00	\$18,950.00	\$19,898.00	\$19,898.00
Record Maintenance/Data Entry	\$2,256.00	\$2,256.00	\$2,369.00	\$2,369.00	\$2,487.00	\$2,487.00
4.0 Post-Construction Stormwater Management						
Ordinance Enforcement Assistance	\$3,216.00	\$3,216.00	\$3,377.00	\$3,377.00	\$3,546.00	\$3,546.00
Inspection of Post-Construction Controls	\$2,256.00	\$2,256.00	\$2,369.00	\$2,369.00	\$2,487.00	\$2,487.00
Training Programs for Plan Review Personnel	\$2,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Plan Review Assistance	\$3,216.00	\$3,216.00	\$3,377.00	\$3,377.00	\$3,546.00	\$3,546.00
Record Maintenance/Data Entry	\$1,504.00	\$1,504.00	\$1,579.00	\$1,579.00	\$1,658.00	\$1,658.00
5.0 Good Housekeeping for Municipal Operations						
Employee Training Programs	\$2,640.00	\$0.00	\$0.00	\$1,579.00	\$0.00	\$0.00
Municipal Facility Inspections	\$2,144.00	\$2,144.00	\$2,251.00	\$2,251.00	\$2,364.00	\$2,364.00
Development of Guidance Documents	\$0.00	\$3,216.00	\$2,369.00	\$1,579.00	\$0.00	\$0.00
Record Maintenance/Data Entry	\$1,504.00	\$1,504.00	\$1,579.00	\$1,579.00	\$1,658.00	\$1,658.00
Additional Services						
SWMP Revisions	\$0.00	\$3,216.00	\$0.00	\$0.00	\$0.00	\$0.00
Preparation/Submittal of NOI	\$0.00	\$3,216.00	\$0.00	\$0.00	\$0.00	\$0.00
Permit Negotiations/Stakeholder Meetings	\$2,256.00	\$2,256.00	\$2,369.00	\$2,369.00	\$2,487.00	\$2,487.00
Development/Submittal of Annual Reports	\$3,760.00	\$3,760.00	\$3,948.00	\$3,948.00	\$4,145.00	\$4,145.00
Total Annual Cost for Combined Activities	\$86,616.00	\$86,760.00	\$83,153.00	\$82,482.00	\$81,910.00	\$81,910.00
Cost per participant (based on 6)	\$14,436.00	\$14,460.00	\$13,868.83	\$13,747.00	\$13,651.67	\$13,651.67



Consulting Engineers & Surveyors

ENGINEERING FEES
2013

Principal-Registered Professional Engineer	\$185.00 per hour
Senior Project Engineer	\$169.00 per hour
Senior Electrical Engineer	\$182.00 per hour
Project Engineer and Registered Professional Land Surveyor	\$148.00 per hour
Computer Programming Specialist	\$170.00 per hour
GIS Specialist	\$128.00 per hour
Senior Environmental Scientist	\$168.00 per hour
Environmental Project Manager	\$137.00 per hour
Environmental Scientist	\$123.00 per hour
Environmental Technician	\$101.00 per hour
Engineer In Training (EIT)	
Level 1	\$110.00 per hour
Level 2	\$120.00 per hour
Graduate Engineer	\$105.00 per hour
Technician VI (Project Manager, Sr. Designer, Real Property Spec.)	\$135.00 per hour
Technician V (Designer, Survey Coordinator)	\$113.00 per hour
Technician IV (Autographics Operator, Office Survey Technician)	\$ 96.00 per hour
Technician III (Jr. Autographics Operator, Field Survey Party Chief)	\$ 81.00 per hour
Technician II (Data Entry/Field Survey Technician)	\$ 68.00 per hour
Resident Project Representative	\$ 99.00 per hour
Secretary/Typist	\$ 62.00 per hour

Reimbursable expenses such as outside reproduction services, courier service, photo processing, and sub-consultant services will be invoiced at cost plus 10%.

Rates are adjusted as necessary at the beginning of each calendar year to reflect increases in cost of operation, inflation, etc.

Invoices based on these rates or on any other contractual arrangements with Carroll & Blackman, Inc. are **NET 30 DAYS** unless specific arrangements/agreements are made. If payment is not received within 30 days, project work will proceed at our discretion. ***Finance charges will be assessed on overdue accounts at the rate of 2% per month compounded daily.***



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF RON HOBBS
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBIOS
SERVICES

RECEIVED
OCT 17 2013

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

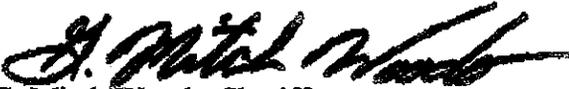
Subject: Retiring Deputy Donald R. Hayes

Date: October 22, 2013

Please place the following item on the Commissioners' Court agenda for Monday, October 28, 2013.

Consider and approve a Resolution recognizing Donald R. Hayes for 26 years of dedicated service as a Deputy to the Jefferson County Sheriff's Office and to the citizens of Jefferson County.

Sincerely,


G. Mitch Woods, Sheriff
Jefferson County, Texas



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the **28th** day of **October, 2013**, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

WHEREAS, DONALD R. HAYES, has devoted 26 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, DONALD R. HAYES, has dedicated his talents and pledged his services as a Corrections Officer at the Jefferson County Correctional Facility; and

WHEREAS, DONALD R. HAYES, has dedicated his talents and services in law enforcement as a Deputy in D.A.R.E. for the Jefferson County Sheriff's Office; and

WHEREAS, DONALD R. HAYES, has pledged his services as a Deputy at the Airport and Courthouse Security as well as the Patrol Division for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, **DONALD R. HAYES**, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **DONALD R. HAYES**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **DONALD R. HAYES**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this **28th** day of **October, 2013**.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF RON HOBBS
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBIOS
SERVICES

RECEIVED
OCT 17 2013

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring Corrections Officer Ricardo S. Vega

Date: October 22, 2013

Please place the following item on the Commissioners' Court agenda for Monday, October 28, 2013.

Consider and approve a Resolution recognizing Ricardo S. Vega for 21 years of dedicated service as a Corrections Officer to the Jefferson County Sheriff's Office and to the citizens of Jefferson County.

Sincerely,

G. Mitch Woods, Sheriff
Jefferson County, Texas



Resolution

STATE OF TEXAS

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§
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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 **28th** day of **October, 2013**, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

WHEREAS, RICARDO S. VEGA, has devoted 21 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, RICARDO S. VEGA, has dedicated his talents and pledged his services as a Corrections Officer at the Jefferson County Correctional Facility; and

WHEREAS, RICARDO S. VEGA, has made an outstanding contribution to the Jefferson County Sheriff's Office, serving as a Corrections Officer in the Law Library at the Jefferson County Correctional Facility; and

WHEREAS, through hard work and commitment to excellence, **RICARDO S. VEGA**, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **RICARDO S. VEGA**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **RICARDO S. VEGA**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this **28th** day of **October, 2013**.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, October 28, 2013

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 28, 2013