

SPECIAL, 6/16/2014 1:30:00 PM

BE IT REMEMBERED that on June 16, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
June 16, 2014

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
June 16, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **16th** day of **June 2014** 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:

11:00 a.m.- EXECUTIVE CLOSED SESSION- For the purpose of receiving advice regarding litigation and possible settlement in PlaneSmart Aviation vs. Jefferson County. This meeting is authorized by Texas Government Code Sec. 551.071.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file bids for (IFB 14-014/JW), Gulf Coast RV Park Pavement Repair.

SEE ATTACHMENTS ON PAGES 9 - 166

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

2. Approve specifications for Invitation for Bids (IFB 14-022/KJS), Commercial Lease for Hanger #5 at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 167 - 199

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

3. Approve specifications for Invitation for Bids (IFB 14-024/KJS), Electrical Vault Replacement at Jack Brooks Regional Airport. Project funded by FAA AIP #30 Grant.

SEE ATTACHMENTS ON PAGES 200 - 200

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

4. Approve specifications for Invitation for Bids (IFB 14-025/KJS), Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport. Pproject funded by FAA AIP #30 Grant.

SEE ATTACHMENTS ON PAGES 201 - 201

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

*Notice of Meeting and Agenda and Minutes
June 16, 2014*

5. Approve specifications for Invitation for Bids (IFB 14-026/KJS), Runway Safety Area Grading at Jack Brooks Regional Airport. Project funded by FA AIP #30 Grant.

SEE ATTACHMENTS ON PAGES 202 - 202

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

6. Approve specifications for Invitation for Bids (IFB 14-027/KJS), Runway 16/34 Rehabilitation at Jack Brooks Regional Airport. Project funded by FAA AIP #30 Grant.

SEE ATTACHMENTS ON PAGES 203 - 203

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

7. Consider and approve Grant Administration Agreement (PROF 14-023/KJS) with Jefferson County and Griffith Moseley Johnson & Associates for Grant Administration Services for TDA's Community Development Block Grant Program-Cheek Phase IV, in accordance with (RFQ 11-053/KJS) Grant Administration and Management for Jefferson County.

SEE ATTACHMENTS ON PAGES 204 - 213

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
June 16, 2014

8. Consider and approve, execute, receive and file a renewal for (IFB 12-020/JW), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County with Firetrol Protection Systems for a second additional (1) one year renewal from June 30, 2014 to June 29, 2015.

SEE ATTACHMENTS ON PAGES 214 - 214

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

9. Consider and approve, execute, receive and file a renewal for (RFP 10-002/KJS), Term Contract for Emergency Disaster Assistance Recovery for Jefferson County with Crowder Gulf, and DRC Emergency Services, for a fourth additional (1) one year renewal from July 30, 2014 to July 29, 2015.

SEE ATTACHMENTS ON PAGES 215 - 216

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

10. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 13-022/KJS), Re-bid Jefferson County Drainage District No.7 Ditch Main B Diversion with MK Constructors for an increase of \$18,885.00 to add structural fill, electrical modifications, and overshot gate motor actuators, bringing the contract total up to \$2,979,920.00. This change order will increase completion date to 210 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 217 - 219

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

11. Consider and approve budget transfer - County Court @ Law #3 - additional office supplies.

Notice of Meeting and Agenda and Minutes
June 16, 2014

120-2053-412-3078	OFFICE SUPPLIES	\$800.00	
120-2053-412-5021	DUES/SUBSCRIPTIONS		\$800.00

SEE ATTACHMENTS ON PAGES 220 - 220

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

12. Consider and approve budget amendment - Road & Bridge, Precinct 4 - additional cost of road materials.

Total corrected amount is \$ 9400.00 . Last line item is to be removed.

114-0402-431-3016	CHEMICALS, SPRAYS, ETC.	\$13,186.00	
116-0609-452-3016	CHEMICALS, SPRAYS, ETC.		\$1,500.00
116-0611-452-3016	CHEMICALS, SPRAYS, ETC.		\$1,000.00
116-0609-452-3001	ASPHALT		\$2,000.00
116-0611-452-3001	ASPHALT		\$2,900.00
116-0611-452-3079	CRUSHED STONE		\$1,000.00
116-0611-452-3015	CEMENT, CONCRETE, ETC.		\$1,000.00
204-0000-431-3001	ASPHALT		\$3,786.00

SEE ATTACHMENTS ON PAGES 221 - 221

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

13. Regular County Bills - check #394738 through check #395024.

SEE ATTACHMENTS ON PAGES 222 - 231

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

COUNTY COMMISSIONERS:

14. Consider and possibly approve an amended Resolution regarding the purchase of service firearms by Retired County Peace Officers pursuant to Chapter 613.002, 614.051 and 614.053, Texas Government Code.

Can purchase only one firearm.....

SEE ATTACHMENTS ON PAGES 232 - 233

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY TREASURER:

15. Receive and file Investment Schedule for May, 2014, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 234 - 236

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

16. Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County and the Jefferson County District and County Clerk's Trust fund.

SEE ATTACHMENTS ON PAGES 237 - 237

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

DISTRICT ATTORNEY:

17. Consider, possibly approve, and authorize retired Criminal District Attorney Investigator to purchase the service handgun issued to him as a Peace Officer, for the amount of \$200.00, pursuant to Resolution of Commissioners Court and as authorized by Chapter, 614.002, 614.051, and 614.053, Texas Government Code.(Steven V. Thrower)

SEE ATTACHMENTS ON PAGES 238 - 242

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

18. Consider, possibly approve, and authorize retired Criminal District Attorney Investigator to purchase the service handgun issued to him as a Peace Officer, for the amount of \$250.00, pursuant to Resolution of Commissioners Court and as authorized by Chapter, 614.002, 614.051, and 614.053, Texas Government Code.(Steven L. Wiggins)

SEE ATTACHMENTS ON PAGES 243 - 247

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge

ORIGINAL

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.

***Please see the attached work history for further information.
THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Liberty County, TX
Address: 1923 Sam Houston, Liberty, TX 77575
Contact Person and Title: Rick Valdez, Public Management
Phone: 281-592-0439 Fax: _____
Contract Period: 5/2013-10/2013 Scope of Work: Reconstruct county roads and ditches

REFERENCE TWO

Government/Company Name: City of Orange, TX (East Orange Street Improvements)
Address: 803 W. Green, Orange, TX 77630
Contact Person and Title: Mark Mann, P.E., Schaumburg & Polk, Inc.
Phone: 409-866-0341 Fax: _____
Contract Period: 2/2013-3/2013 Scope of Work: Street Overlay

REFERENCE THREE

Government/Company Name: Jefferson County, TX (Road Improvements on Ave. H)
Address: 1149 Pearl St., Beaumont, TX 77701
Contact Person and Title: Steve Stafford, P.E.
Phone: 409-835-8593 Fax: 409-835-8456
Contract Period: 6/2012-7/2012 Scope of Work: Road improvements

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.

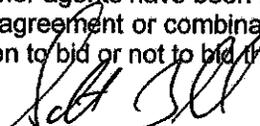
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?Yes No

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.

APAC-Texas, Inc.
Bidder (Entity Name)


Signature

12907 US Hwy 90
Street & Mailing Address

Scott Blanchard, Asst. Secretary
Print Name

Beaumont, TX 77713
City, State & Zip

June 3, 2014
Date Signed

409-866-1444
Telephone Number

409-866-1444
Fax Number

snblanchard@apac.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: 1.2em;">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: 1.2em; text-align: center; margin-left: 100px;">N/A</p> <p>(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>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>	

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.

7.

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

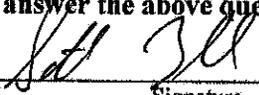
Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's bid. This list contains 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.

Scott Blanchard
Printed Name of Authorized Representative


Signature

Asst. Secretary
Title

June 3, 2014
Date

Bidder Shall Return Completed Form with Offer.

**No HUB has currently been rejected for the proposed project; APAC-Texas, Inc. is still reviewing potential HUB quotes.

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: APAC-Texas, Inc. HUB: Yes No

Address: 12907 US Hwy 90, Beaumont, TX 77713
Street City State Zip

Phone (with area code): 409-866-1444 Fax (with area code): 409-866-1032

Project Title & No.: IFB 14-014/JW Gulf Coast RV Park Pavement Repair

Prime Contract Amount: \$ 131,460.00

HUB Subcontractor Name: To be determined upon award.

HUB Status (Gender & Ethnicity): _____

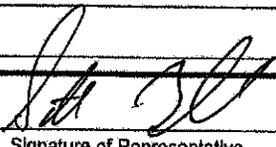
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

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: _____

Scott Blanchard, Asst. Secretary  June 3, 2014
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: APAC-Texas, Inc. HUB: Yes No

HUB Status (Gender & Ethnicity): N/A

Address: 12907 US Hwy 90, Beaumont, TX 77713

Street
City
State
Zip

Phone (with area code): 409-866-1444 Fax (with area code): 409-866-1032

Project Title & No.: Gulf Coast RV Park Pavement Repair IFB/RFP No.: 14-014/IW

Total Contract: \$ 131,460.00 Total HUB Subcontract(s): \$ 14,850.00

Construction HUB Goals: 12.8% MBE: 12.82 % 12.6% WBE: 0 %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: To be determined upon award.

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: To be determined upon award.

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.

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 APAC-Texas, 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.):	58-1401466
Company Name submitting bid/proposal:	APAC-Texas, Inc.
Mailing address:	PO BOX 20779, Beaumont, TX 77720-0779
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
Office (58-1401466)	12907 US Hwy 90, Beaumont, TX 77713
Plant (58-1401466)	860 Pine St., Beaumont, TX 77703

* 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 Scott Blanchard, who after being by me duly sworn, did depose and say:

"I, Scott Blanchard am a duly authorized officer of/agent for APAC-Texas, Inc. and have been duly authorized to execute the foregoing on behalf of the said Jefferson County, Texas.

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: APAC-Texas, Inc.
12907 US Hwy 90, Beaumont, TX 77713

Fax: 409-866-1032 Telephone# 409-866-1444

by: Scott Blanchard Title: Asst. Secretary
(print name)

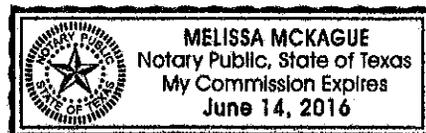
Signature: [Handwritten Signature]

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

this the 3rd day of June, 2014.

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

Bidder Shall Return Completed Form with Offer.



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 pavement 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 on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 60 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)

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 14-014/JW), Gulf Coast RV Park Pavement Repair

Bidder's Company/Business Name: APAC-Texas, Inc.

Bidder's TAX ID Number: 58-1401466

Contact Person: Scott Blanchard **Title:** Asst. Secretary

Phone Number (with area code): 409-866-1444

Alternate Phone Number if available (with area code): 409-284-7734

Fax Number (with area code): 409-866-1032

Email Address: snblanchard@apac.com

Please provide a physical address for bid bond return:

APAC-Texas, Inc.

12907 US Hwy 90

Beaumont, TX 77713

BID PROPOSAL MUST NOT BE DISASSEMBLED**NOTICE TO THE BIDDER**

In the spaces provided below, please enter your Total Bid Amount, Total Add. Alt. 1 Bid Amount, Total Add. Alt. 2 Bid Amount, Total Add. Alt. 3 Bid Amount, and Total Add. Alt. 4 Bid Amount. Only these figures 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: APAC-Texas, Inc.

By: Scott Blanchard, Asst. Secretary

<p>\$ <u>81,982.00</u> Total Base Bid Amount</p>
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<p>\$ <u>19,198.00</u> Total Add. Alt. 1 Bid Amount</p>
<p>\$ <u>9,312.00</u> Total Add. Alt. 2 Bid Amount</p>
<p>\$ <u>7,905.50</u> Total Add. Alt. 3 Bid Amount</p>
<p>\$ <u>13,062.50</u> Total Add. Alt. 4 Bid Amount</p>



XL Group
Insurance
Reinsurance

BID BOND

- XL Specialty Insurance Company**
- XL Reinsurance America Inc.**
- Greenwich Insurance Company**

XL Specialty Insurance Company
 Surety Administrative Office
 300 Lombard Street, Ste. 1470
 Baltimore, MD 21202

KNOW ALL MEN BY THESE PRESENTS: That we APAC-TEXAS, INC. (hereinafter called the Principal), and XL Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the Surety), are held and firmly bound unto Jefferson County, Texas (hereinafter called the Obligee) in the sum of FIVE PERCENT OF AMOUNT BID Dollars (\$ 5% OF AMOUNT BID), lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for Jefferson County, Texas Bid No. IFB 14-014/JW Gulf Coast RV Park Pavement Repair (POA# XL1505099).

Now, Therefore, If the Obligee shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered this 3rd day of June, 2014.

Melvin McLogue
 (Witness)

 (Witness)

APAC-TEXAS, INC.
 (Principal) _____ (Seal)

Scott Blanchard
 By Scott Blanchard, Asst. Secretary

XL Specialty Insurance Company
 (Surety) _____ (Seal)

Arthur Tacker
 By Arthur Tacker, Attorney-in-Fact



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1505099

KNOW ALL MEN BY THESE PRESENTS that XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

L.L. Mathews Jr., Kal A. Kincald, Scott N. Blanchard, Larry P. Mathews, Angela Kvarme, Artie Tucker, Jose A. Torres

each its true and lawful Attorney(s) in fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for APAC Texas, Inc. for the penal sum of no one of which is in any event to exceed \$10,000,000.00 FOR BID BONDS ONLY.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 31st day of January 2013.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 31st, 2013.



XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By:

David S. Hewett

SENIOR VICE PRESIDENT

Attest:

Toni Ann Perkins

SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 31st day of January, 2013, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say, that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva

NOTARY PUBLIC

SURETY ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Jefferson } **SS**

On this 3rd day of June, 2014, before me personally came Arthur Tucker to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Melissa Mckague

Notary Public



NOTICE TO POLICYHOLDERS

TEXAS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call XL Insurance toll-free telephone number for information or to make a complaint at

1-800-622-7311

You may also write to XL Insurance at

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de XL Insurance para informacion o para someter una queja al

1-800-622-7311

Usted tambien puede escribir a XL Insurance

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si

tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso

es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Trett & Thomson Division

CURRENT PROJECTS

Project #	Project	Owner	Type of Work	Contract Amount	Completed:
2963	Jefferson County FM 365	Texas Dept of Transportation	Rehab roadway	\$7,117,385.00	In Progress
3004	Newton Co. FM 363 Raise Roadway & Repa	Texas Dept of Transportation	Bridge Construction	\$3,877,298.00	In Progress
3048	Jefferson Co. PW Sea Rim	Texas Dept of Transportation	Road Construction	\$3,877,298.91	In Progress
3069	Orange Co. FM 105	Texas Dept of Transportation	Widening Road	\$3,989,094.00	In Progress
3070	Sabine Co. CR (Rock Creek & Williams Drive	Texas Dept of Transportation	Bridge Construction	\$436,423.00	In Progress
3071	TXDOT Jefferson County SH 73 ACP, Shoul	Texas Dept of Transportation	Bridge Construction	\$5,975,104.16	In Progress
3075	TXDOT Liberty Co. US 90 GR, BS, STR, PV	Texas Dept of Transportation	Word Work	\$20,677,586.00	In Progress
3077	Jefferson Co. US 69 (MALL) GR, BS, PV	Texas Dept of Transportation	GR, BS, PVMT, STR	27,390,861.67	In Progress
3078	Jefferson Co. SH 87 Bridge & A	Texas Dept of Transportation	Replace Bridge and approaches	\$2,796,186.77	In Progress
3079	Jefferson Co. US 69 Bridge & A	Texas Dept of Transportation	Replace Bridge and approaches	\$1,456,176.69	In Progress
3085	Liberty Co. FM 1413 GR, BS, ST	Texas Dept of Transportation	GR, BS, STR, PVT	\$2,173,548.34	In Progress
3086	Jefferson Co. Jack Brook T- Ha	Jefferson Co. Engineering	Mill and Overlay	\$256,011.26	In Progress
3087	Exxon B&P/Zachry Asphalt Repair	Exxon Mobile B&P	Asp.replcon.barrier/speed bumps	\$298,897.00	In Progress
3088	Orange Co SH 73 Asphalt Detour	Gibson & Associates	ASB and Asphalt Detour	\$159,384.00	In Progress
3089	Independence Parkway for Strik	Strike Construction	Mill and Overlay, drainage	\$172,524.00	In Progress
3090	MeadWestvaco Entrance Road Rep	MeadWestvaco	Mill & Overlay Entrance Road	\$143,750.00	In Progress
3091	Craig Olden US 69 Flexible Pav	Hayward Baker Craig Olden Division	Emerg. - Flexible Base Pmt Rep.	\$156,049.35	In Progress
3092	BASF Contractor Parking-lot Ex	BASF Corp.	New Parking Lot	\$181,431.99	In Progress
3094	Huntsman Roadway Phase 1 Revis	Huntsman Chem. Corp.	Construct New Concrete Roadway	\$1,271,067.50	In Progress
3096	Exxon-Mobil/HB Neild- Lab Pavl	H.B. Neild & Sons	Limestone Base & Asp. Paving	\$165,300.00	In Progress
3097	Jacobs/Exxon HHR Revision	Jacobs	Fill, limestone base, asp, conc.	\$495,281.00	In Progress
3098	Jasper Co. FM0252 HMA Overlay	Texas Dept of Transportation	2" mill and overlay	\$661,886.78	In Progress
3099	Jefferson Co. SP215 FDR, BS, M	Texas Dept of Transportation	FDR, BS, Mill, Overlay	\$1,979,708.78	In Progress
3100	Newton Co. SH 87 PVMT RPR OCST	Texas Dept of Transportation	PVMT, RPR, OCST, ACP	\$2,705,524.33	In Progress
3102	Hardin Co. US 96 Etc. Mill & O	Texas Dept of Transportation	1.5" Mill & Overlay various locator	\$797,816.05	In Progress
3103	Newton Co. FM 1004 MILL, BASE,	Texas Dept of Transportation	ACP, STR, STP	\$1,507,560.60	In Progress
3104	Revised BASF Gate 103 12/10/20	BASF Total Petrochemicals	Drainage, base rawk, Asp. overlay	\$226,095.99	In Progress
3105	Jacobs/Exxon Mobil Area 52 & 9	Jacobs Field Service	Cleaning & Grubbing	\$224,105.00	In Progress
3106	Newton Co. SH 12 Plane, SMA, S	Texas Dept of Transportation	Mill and Inlay	\$1,990,441.81	In Progress
3107	Orange Co. SH 12 Plane, SMA, S	Texas Dept of Transportation	Mill and Inlay	\$2,279,713.99	In Progress
3108	ExxonMobil Chemical Parking Re	Exxon Mobile Chemical	Pklot Patching, Overlay & Stripin	\$114,431.00	In Progress
3109	Jacobs/ExxonMobil Heavy	Jacobs	Overlay Shoulder & Roadway	\$162,702.00	In Progress

Work History

3074	Chevron Cedar Bayou for Strike	Chevron	Industrial work	\$493,989.00	May-13
3073	Lamar Asphalt Parking for Band Revised	Lamar University	Parking lot	\$340,270.79	October '13
3072	Liberty Co Cedar Estates Street Improvement	Liberty Co	Road Work	\$290,276.60	October '13
3068	Orange Co. FM 1006	Texas Dept of Transportation	Overlay	\$732,186.15	Jun-13
3067	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	\$1,347,159.25	Jul-13
3066	Goodyear HSE Concrete Work	Goodyear	Concrete Work	\$105,373.00	May-13
3065	TXDOT Jasper Co. FM 2799 Edge Stabilizati	Texas Dept of Transportation	Widening Road	\$785,636.00	December '13
3064	TXDOT Jasper FM 254 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$259,576.60	January '14
3063	ISTC Drive Entrance & Exit	ISTC	Site Work	\$154,023.00	Apr-13

3062	Newton Co. FM 1414 Widen Roadway	Texas Dept of Transportation	Widening Road	\$1,351,308.00	January '14
3061	Jefferson Co. IH 10 Flex Base	Texas Dept of Transportation	Patching	\$641,464.00	May-13
3060	City of Orange East Orange Street Improvem	City of Orange	Overlay	\$1,141,774.00	Mar-13
3059	Jefferson County Courthouse, Pearl St. Parki	Jefferson County	Overlay	\$135,757.20	Feb-13
3058	Goodyear Houston Parking Lots	Goodyear	Overlay	\$118,989.50	Jan-13
3057	Sabine Co. CR (Tuttle Rd.)	Texas Dept of Transportation	Bridge Construction	\$379,351.90	Complete
3056	Bomac/Valero Roadway Paving	BO-MAC	Paving	\$258,780.00	Feb-13
3055	Valero T&M Saplumber 2012	Valero	Site Work	\$147,500.00	Complete
3054	Hardin Co. US 69 Overlay Roadway	Texas Dept of Transportation	Overlay	\$2,061,902.00	Feb-13
3053	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	\$776,636.00	Apr-13
3052	Jasper Co. FM 1013 Additional Paved Surfacc	Texas Dept of Transportation	Widening Road	\$1,998,013.00	Jul-13
3051	Gardau Concrete Sidewalk Project	Gardau Ameristeel	Concrete Work	\$182,944.00	Nov-12
3050	Jasper Co. RE 265	Texas Dept of Transportation	Road Construction	\$110,541.21	Oct-12
3049	Goodyear Chemical 850 Unit	Goodyear	Road Construction	\$1,050,700.00	Feb-13
3046	Jefferson Co. Road Improvements on Ave. H	Texas Dept of Transportation	Road Construction	\$569,327.54	Jul-12
3045	Jefferson Co. IH10 Repair Existing Pavement	Texas Dept of Transportation	Patching	\$2,393,201.00	Sep-12
3043	Jefferson SH 347 Rehab Roadway	Texas Dept of Transportation	Road Construction	\$2,015,985.00	Oct-12
3042	Orange County DRS010214 Seal Coat Japar	Texas Dept of Transportation	Seal Coat	\$241,001.20	Jun-12
3041	Mason/Valero Sulfur Truck Scale Paving	Mason Construction	Overlay	\$177,250.00	Jun-12
3040	Valero Loading Dock Ramp and Concrete Ro	Valero	Concrete Work	\$252,010.50	Oct-12
3039	TXDOT Jasper Co.	Texas Dept of Transportation	Road Construction	\$221,738.10	Complete
3038	City of Sour Lake Overlay #2	City of Sour Lake	Overlay	\$120,963.90	May-12
3037	Tyler Co. US 69 Overlay roadway & Bridge R	Texas Dept of Transportation	Road Rehab	\$1,244,823.00	Sep-12
3036	Jasper Co. US 190	Texas Dept of Transportation	Overlay	\$699,036.00	Jul-12
3035	Orange Co. CR New Road & Railroad Crossi	Texas Dept of Transportation	Construct New Road and Track	\$3,240,325.00	October '13
3034	SHAWCOR Cardon IV Project Site Work	ShawCor	Site Work	\$580,826.00	May-12
3033	Tyler Co. FM 1746 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$190,454.00	Aug-12
3032	Jefferson Co. Needmore Bridge	Texas Dept of Transportation	Bridge Construction	\$705,478.00	Jul-12
3031	Afton Chemical Crossing Repair	Afton	Overlay	\$174,282.00	Complete
3030	Jefferson Co. IH-10 Overlay	Texas Dept of Transportation	Overlay	\$160,587.20	Jun-12
3029	Jefferson Co. SH 87	Texas Dept of Transportation	Road Construction	\$777,095.95	May-12
3028	Chambers Co. FM 1406	Texas Dept of Transportation	Road Construction	\$529,842.47	Jul-12
3027	Chambers Co. FM 3180 Widen Intersection	Texas Dept of Transportation	Widening Road	\$180,098.37	Jul-12
3026	Newton Co. FM 1414 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$955,996.00	October '12
3025	Chevron Pipeline Terminal #2	Chevron Pipeline	Overlay	\$273,576.40	Complete
3024	Motiva Barrier Casting Project	Recon	Construct Precast Barriers	\$255,200.00	Apr-12
3023	Newton Co SH 87 Additional surface width	Texas Dept of Transportation	Remove concrete, asphalt new rd	\$2,777,739.88	Aug-12
3022	Concrete Demo for Evans In Woodville	Evan Construction	demo concrete	\$367,970.50	Feb-12
3021	HCU Control Room	Valero	Paving	\$130,974.00	Feb-13
3020	Country Village Apartment Complex	Country Village Apartment Complex	road repair	\$183,998.84	Dec-11
3019	Milling & Paving	Exxon Refinery	Milling & Paving	\$118,301.00	Complete
3018	Pipeline Road Rehab	Chevron Pipeline	Asphalt	\$259,405.38	Nov-11
3017	Orange County FM 105	Texas Dept of Transportation	Reconstruct & add shoulders	\$1,805,820.00	Jun-12
3016	JE Dunn	ExxonMobil	Parking lot repairs	\$164,370.00	Jan-12
3015	Jefferson County SH 82	Texas Dept of Transportation	rehab road, replace bridge	\$4,626,388.85	Jul-12
3014	Jefferson County FM 365	Texas Dept of Transportation	overlay, base repair, OCST & strip	\$1,026,845.38	Oct-11
3013	Jasper County US 96	Texas Dept of Transportation	mill, overlay, and SMA	\$580,985.38	Oct-11
3012	Montage Center	Lamar University	Ditch & Asphalt Repairs	\$112,944.50	Aug-11
3011	Merriman Street	City of Port Neches	Overlay	\$175,500.00	Aug-11
3010	Orange County Improvements	Port of Beaumont	Trail access project	\$8,409,165.00	Complete
3009	Sulfur Truck Route	Valero	Asphalt overlay	\$128,750.00	Aug-11
3008	TGS: POB Rail Improvements	Port of Beaumont	Rail Improvements	\$451,305.50	Nov-11
3007	Motiva OSBL Paving	Turner	OSBL paving	\$2,124,864.27	Feb-12

3006	Port Arthur Utility Access Road	Port Arthur EDC	Utility access road construction	\$100,162.20	Jul-11
3005	Orange Go Road Imp	Orange County	Road Improvements	\$1,177,083.45	Aug-11
3004	Jefferson County US 69	Texas Dept of Transportation	patch and overlay of main lanes	\$2,784,417.79	Oct-11
3003	Jasper County Fish Hatchery	Texas Dept of Transportation	build entrance road and parklot	\$462,636.85	Oct-11
3002	Island Park X-Ray Slab	CBI	Asphalt overlay	\$133,500.00	Jul-13
3001	Orange County IH-10	Texas Dept of Transportation	Frontage Roads	\$2,581,062.00	Sep-11
2999	Crailgen Road Bridge	Jefferson County	Bridge Replacement	\$801,907.00	Jan-12
2998	Event Center	City of Beaumont	Event Center parking lot	\$973,553.00	Feb-12
2997	Newton County FM 1414	Texas Dept of Transportation	Edge stabilization	\$821,329.00	October '11
2995	Lumberton	City of Lumberton	crossing replacement	\$341,387.00	Sep-11
2994	BO-MAC	LNQ	Asphalt overlay	\$925,720.00	Complete
2993	Jasper County SH 62	Texas Dept of Transportation	Base Repair	\$301,918.00	Aug-11
2992	Sour Lake	City of Sour Lake	2008 TDRA Ike Recovery	\$231,844.00	May-11
2991	West Orange	City of West Orange	TDRA Recovery Project	\$871,281.00	Aug-11
2990	Mason Construction	Valero	Unit Paving 2" HMA	\$155,094.00	Complete
2989	ShawCor	ShawCor	Pipe Protection Site Work	\$678,644.00	Jul-11
2988	Newton County SH 87	Texas Dept of Transportation	Super-Elevation	\$555,885.00	May-11
2987	Valero	Valero	Road Rehab	\$374,472.00	Complete
2985	ExxonMobil	ExxonMobil	Roadway Maintenance	\$180,000.00	Dec-10
2984	Total DCP	TOTAL Refinery	Paving	\$1,459,509.00	Jul-11
2983	Jefferson County VA RR	Texas Dept of Transportation	Milling and overlay	\$926,206.00	Mar-12
2982	Jefferson County SH 124	Texas Dept of Transportation	Milling and overlay	\$1,562,695.00	Jun-11
2981	Nederland	City of Nederland	Concrete street repairs	\$201,430.00	Complete
2979	Smarts Truck & Trailer	Smarts Truck & Trailer	12" Concrete Road	\$150,510.00	April '07
2978	Hardin County US 69	Texas Dept of Transportation	Microsurfacing	\$2,859,767.00	Aug-11
2977	SET Regional Airport	SET Regional Airport	patching job	\$550,199.00	Aug-11
2975	Orange County FM 1442	Texas Dept of Transportation	Ft turn lane & signals	\$412,152.00	Feb-11
2974	Jefferson County SH 124	Texas Dept of Transportation	Add left turn lane	\$276,997.00	Jun-11
2972	Liberty County CR 2132	Texas Dept of Transportation	Bridge Replacement	\$321,704.00	Mar-11
2969	ExxonMobil B&P	Worley Parsons	Bypass	\$2,515,306.00	Mar-11
2966	Jasper County US 96	Texas Dept of Transportation	Move & replace base material	\$248,070.00	Mar-11
2965	Tyler County FM 256	Texas Dept of Transportation	Add paved surface width	\$2,655,213.00	Jun-11
2961	Jefferson County US 69	Texas Dept of Transportation	Slope Stabilization	\$1,005,149.00	Jul-11
2957	Newton County FM 253	Texas Dept of Transportation	Rehab & Widen	\$779,988.00	Dec-10
2955	Beaumont Municipal Airport	Texas Dept of Transportation	Runway Improvements	\$2,025,212.00	Jun-11
2954	Atlanta Ave/Boston Ave.	City of Nederland	Parking lot repairs	\$241,051.00	September '10
2953	Jasper TX Electric Co-Op	Jasper TX Electric Co-Op	Concrete slab	\$230,093.00	September '10
2952	ExxonMobil Credit Union	ExxonMobil	Parking lot repairs	\$292,628.00	September '10
2951	Jefferson County SH 87	Texas Dept of Transportation	Remove & replace existing flex base	\$409,385.00	September '10
2950	Chambers County IH-10	Texas Dept of Transportation	Convert 2 way frontage Road to 1	\$186,354.00	September '10
2949	McFadden Wildlife Refuge	Tennessee Valley Authority	Paving	\$121,408.00	July '10
2948	Jefferson County US 90	Enchino Landscape	Asphalt Overlay	\$108,999.00	November '09
2948	Jefferson County US 90	Enchino Landscape	Asphalt overlay	\$108,999.00	November '09
2947	ExxonMobil	Worley Parsons	Main gate relocation	\$2,158,261.00	February '11
2946	City of Port Arthur	City of Port Arthur	39th Street overlay	\$635,000.00	February '11
2945	Orange County FM 105	Texas Dept of Transportation	Overlay existing roadway & add right turn lane	\$304,484.00	March '11
2944	MOTIVA-PAVE ENTRANCE-BECHTEL	JV Bechtel	Pave Asphalt Entrances	\$241,000.00	Sept. '09
2943	City of Orange	Jerry Walley Construction	1.5" overlay	\$254,724.00	October '09
2942	City of Silsbee	City of Silsbee	Drainage improvements FM 418	\$576,973.00	February '11
2941	Bear Creek Estates	Millex Properties	Clear and build roadway	\$1,299,491.00	September '10
2940	Jasper County FM 1131	Texas Dept of Transportation	Provide additional paved surface v	\$2,217,087.00	September '10
2939	Jasper County FM 1131	Texas Dept of Transportation	Restore & Overlay existing roadwa	\$1,104,127.00	September '10

2937	Jefferson County Bridges	Jefferson County	Bridge replacement	\$401,663.00	September '09
2936	Jefferson County SH 347	Texas Dept of Transportation	Overlay existing roadway	\$3,516,358.00	November '10
2935	Jasper County US 96	Texas Dept of Transportation	Full Depth Repair/ACP	\$2,938,391.00	September '10
2934	Hardin County US 69	Texas Dept of Transportation	Flexible pavement structure repair	\$374,098.00	October '09
2932	Orange County Ferry Road	Texas Dept of Transportation	Reconstruct Road	\$2,247,749.00	February '11
2930	Hardin County Woodway Blvd	Hardin County	Bridge rehabilitation	\$2,133,649.00	December '09
2915	Jefferson County	Jefferson County	Various bridge replacements	\$1,417,089.00	June '09
2912	Brooks Road @ Willow Marsh	Jefferson County	Replace Bridge	\$404,850.00	October '08
2911	Liberty County FM 1410	Texas Dept of Transportation	Replace Bridge & approaches	\$541,765.00	February '09
2910	Tyler County US 190	Texas Dept of Transportation	ACP, Base Repair, Stripe	\$5,103,679.00	December '08
2909	Orange County FM 1442	Texas Dept of Transportation	Restore & Overlay existing roadway	\$2,694,261.00	October '09
2908	Old Sour Lake Road	Jefferson County	Asphalt Overlay	\$360,184.00	July '08
2906	Orange County FM 105	Texas Dept of Transportation	Concrete Pav repair, joint seal, levelup & overlay	\$1,436,990.00	August '08
2905	Jefferson County Calder Ave.	Texas Dept of Transportation	Replace Bridge & approaches	\$385,699.00	September '08
2904	Tyler County FM 1943	Texas Dept of Transportation	Replace Bridge & approaches	\$1,194,855.00	November '08
2903	Jefferson County IH-10, Etc.	Texas Dept of Transportation	Overlay existing roadway	\$5,646,455.00	August '09
2900	Motiva	Bechtel Jacobs	Heavy Haul Road	\$11,545,645.00	June '09
2898	Newton County SH 12	Texas Dept of Transportation	Mill & Overlay existing roadway	\$2,122,362.00	November '08
2897	McFaddin Wildlife Refuge	Tennessee Valley Authority	Asphalt paving	\$1,248,822.18	February '08
2894	Jefferson County Walden Road	Texas Dept of Transportation	Replace Bridges & approaches	\$426,216.10	March '08
2892	Jefferson County	Texas Dept of Transportation	Overlay existing roadway	\$1,197,691.00	December '07
2890	Jefferson County SH 87	Texas Dept of Transportation	Widen pavement/overlay	\$534,863.00	August '07
2889	Port of Beaumont	Port of Beaumont	7 acre laydown area at Buford St.	\$1,435,358.00	September '07
2888	Jefferson County IH-10	Texas Dept of Transportation	Rehabilitate Existing roadway	\$9,794,825.00	September '09
2887	Orange County SH 73	Texas Dept of Transportation	Repair pavement & overlay existin	\$2,701,123.00	November '07
2886	Orange County FM 1136	Texas Dept of Transportation	Restore existing roadway	\$1,171,634.34	November '07
2885	Hardin County US 69	Texas Dept of Transportation	Overlay existing roadway	\$3,457,717.00	September '07
2884	Orange County IH-10	Texas Dept of Transportation	Overlay, PFC, PAV, Repair, Joint	\$4,906,288.18	March '08
2883	Jefferson County US 69	Texas Dept of Transportation	Overlay, planning, ACP & Striping	\$1,612,619.00	July '07
2880	TOTAL Petrochemical	TOTAL Petrochemicals	New laydown area	\$244,808.00	April '07
2878	Jefferson County SH 124	LD Construction	SH 124	\$257,500.00	March '07
2877	Martin Gas	Mason Construction	Lay mix	\$273,195.00	March '07
2876	Orange County SH 12	Texas Dept of Transportation	Reconstruct 2 lanes w/ a continued left turn lane	\$5,968,267.00	June '09
2875	Chambers County FM 1405	Angel Brothers	Concrete paving	\$5,937,172.00	March '07
2874	Tyler County FM 1013	Texas Dept of Transportation	Design & Build Main Gate	\$58,000.00	September '07
2873	Liberty County SH	Texas Dept of Transportation	Patch & overlay for Smith & Co	\$339,074.00	December '06
2872	Jasper County US 96	Texas Dept of Transportation	Widen and reconstruct	\$14,071,316.00	August '08
2870	Hardin County	Hardin County	Pinewood Entrance road rehab	\$126,657.50	October '06
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface v	\$1,898,500.00	February '07
2868	Jefferson County SH 87	Texas Dept of Transportation	Mill & Overlay existing roadway	\$1,898,500.00	August '07
2866	Orange County IH-10	Texas Dept of Transportation	Mill & Overlay existing roadway	\$1,483,916.00	February '07
2865	Jefferson County Hwy 90	Texas Dept of Transportation	Rehab existing roadway	\$1,520,927.00	September '06
2864	Newton County CR	Texas Dept of Transportation	Rehab existing roadway	\$450,764.00	May '07
2860	Newton County SH 12	Texas Dept of Transportation	Replace Bridge & approaches	\$776,757.00	February '07
2857	Jefferson County US 69	Texas Dept of Transportation	Restore existing roadway	\$5,525,979.00	April '07
2853	Motiva North Gate House	Texas Dept of Transportation	New two lane frontage roads	\$1,060,328.75	March '06
2852	Hardin County FM 1003	BO-MAC	Paving of entrance & parking lot	\$191,150.58	January '06
2851	Liberty County US 90	Texas Dept of Transportation	Replace Bridges & approaches	\$1,505,379.97	August '06
2848	Orange County SH 73	Texas Dept of Transportation	To Convert Non-Freeway to Freew	\$8,379,064.30	March '08
2844	Fort Polk Aviation Hangar	Walton Construction	Rehab existing roadway	\$5,590,403.55	June '06
			Concrete paving	\$558,072.00	February '07

2842	Hardin County US 69	Texas Dept of Transportation	Rehab existing roadway & add shd	\$4,455,482.34	May '06
2836	Jefferson County US 69	Texas Dept of Transportation	Crack, seal, joint seal, ACP & PFC	\$11,245,567.00	May '07
2832	Hardin County FM 418	Texas Dept of Transportation	Rehab existing roadway	\$5,461,087.64	February '06
2820	Hardin County US 69	Texas Dept of Transportation	Overlay exist roadway & continuos	\$3,991,739.24	January '06
2816	Jefferson County US 69 Spurlock	Texas Dept of Transportation	Convert non-freeway to freeway	\$24,780,295.00	November '07
2803	Jasper County US 96	Texas Dept of Transportation	Widen 4 lane divided (rural)	\$16,544,010.00	February '06
2756	Jasper County US 96	Texas Dept of Transportation	Widen to 4 lanes(rural) (16.6 miles)	\$26,385,976.78	January '08
	Holly Street Repair	ExxonMobil	Reconstruct Road	\$68,000.00	December '08
	Charlton-Pollard Lot	ExxonMobil	Asphalt paving	\$849,000.00	January '09
	Gate - Phase II	ExxonMobil	Reconstruct Road	\$985,000.00	April '09



APAC-Texas, Inc. • Trotti & Thomson Division • P. O. Box 20779 • Beaumont, Texas 77720-0779
(409) 866-1444 • Fax (409) 866-5541

June 3, 2014

Jefferson County, Texas
Purchasing Dept.
1149 Pearl Street
Beaumont, TX 77701

RE: Minority Business Enterprise good faith effort

PROJECT: Gulf Coast RV Park Pavement Repair

TO WHOM IT MAY CONCERN:

APAC-Texas, Inc. strives to assist the County in meeting MBE goals by inviting Minority owned businesses (MBE) and Historically Underutilized Businesses (HUB) to participate in the bid process.

The following business has been invited to submit bids on the above mentioned project:

CPAVE, Inc.
PO BOX 38548
Houston, TX 77238

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Blanchard', is written over a horizontal line.

Scott Blanchard,
Asst. Secretary

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information he desires.

Name of Bidder: APAC-Texas, Inc. Date Organized: 1945

Address: PO BOX 20779, Beaumont, TX 77720-0779 Date Incorporated: 1980

Number of Years in contracting business under present name 68

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
Please see attached.		

Type of work performed by your company: Road, highway & bridge construction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Please see attached.		

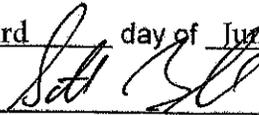
Major equipment available for this contract: APAC-Texas, Inc. owns over 200 pieces of equipment as well as has access to a national rental account.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ Available on request Bank reference: Bank of America Vandana Vyas
PH: 925-675-7784

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Provided as courtesy only. in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 3rd day of June, 2014.

By: (signature)  Title: Asst. Secretary

(print name) Scott Blanchard

ACTION IN LIEU OF MEETING OF THE DIRECTORS OF
APAC-TEXAS, INC.

August 1, 2012

The undersigned, being all of the members of the Board of Directors of APAC-Texas, Inc., a Delaware corporation (the "*Corporation*"), do hereby, pursuant to §141(f) of the Delaware General Corporation Law, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective August 1, 2012 all previous elections of officers are terminated, and the following persons be and hereby are elected to serve as officers of the Corporation in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Stephen R. Koonce	President
Kal A. Kincaid	Vice President/Asst. Secretary
Joe Naivar, Jr.	Vice President/Asst. Secretary
Mike Wallace	Vice President/Asst. Secretary
Brandon Smith	Vice President/Asst. Secretary
William B. Miller	Admn. Vice President/Assistant Secretary
Brian R. Watson	Vice President-Finance
Charles Brown	Treasurer/Assistant Secretary
Richard Blythewood	Secretary/Asst. Treasurer

FURTHER RESOLVED, that the appropriate officers of the Corporation be and each of them hereby is authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

Angela Kvarme	Asst. Secretary/ Asst. Treasurer	Kirk D. Morris	Assistant Secretary
Stephen Spinn	Asst. Secretary/ Asst. Treasurer	Michael G. O'Driscoll	Assistant Secretary
Steve Millington	Asst. Secretary	Gary P. Hickman	Assistant Secretary
Michael R. Baxter	Assistant Secretary	Michael F. Deaton	Assistant Secretary
Scott Blanchard	Assistant Secretary	M. Craig Hall	Assistant Secretary
Larry Mathews	Assistant Secretary	Russell Lindsey	Assistant Secretary
		David M. Toolan	Assistant Secretary
		Dean W. Buchanan	Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective August 1, 2012 all previous appointments of Authorized Employees are terminated, and the following persons be and each of them hereby is appointed to serve as an Authorized Employee of the Corporation, which persons shall be authorized to execute and deliver such

agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work:

Michael R. Baxter
 Scott Blanchard
 Robert Brown
 Mike Brown
 James A. Connor
 Russell Lindsey
 L.L. Mathews
 Larry Mathews

Chris S. Michael
 Dean Donnellan
 Greg Morisey
 Kirk D. Morris
 Ryan Lindsey
 Rebecca Rutledge
 David Reese
 Lance Phillips

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following names or trade names as may from time-to-time be deemed necessary or appropriate:

APAC-Texas, Inc.
Mathews Construction
Texas Bitulithic Division; APAC-Texas, Inc.
Trotti & Thomson Division; APAC-Texas, Inc.
APAC-Texas, Inc., Wheeler Companies
Lindsey Contractors, Inc.

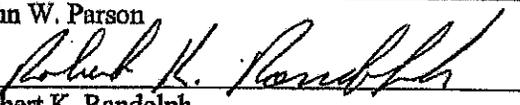
FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

BE IT FURTHER RESOLVED, that this resolution can be executed in multiple counterparts and that each counterpart taken together shall constitute a complete and duly executed original hereof, and that a facsimile of PDF copy of this resolution shall be legal and binding the same as an executed original hereof.

FURTHER RESOLVED, that the original of this Consent, after execution by the Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

John W. Parson



Robert K. Randolph

Stephen R. Koonce

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.



John W. Parson

Robert K. Randolph

Stephen R. Koonce

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

John W. Parson

Robert K. Randolph



Stephen R. Koonce

BID FORM INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

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

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

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

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

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

Unit price for each linear foot of Concrete Curb Removed

IMPORTANT NOTE TO BIDDERS: Bids received with mathematical errors may be considered Non-Responsive.

BID FORM

PROJECT: GULF COAST RV PARK PAVEMENT REPAIR

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.				
	104	2001		REMOVING CONC (PAV) <u>THIRTY-FOUR</u> DLR'S AND <u>FIFTY</u> CENTS	SY	916.00	31,602. ⁰⁰
	360	2023		CONC PAV (JOINT REINF) (6") <u>FIFTY-FIVE</u> DLR'S AND <u>ZERO</u> CENTS	SY	916.00	50,380. ⁰⁰
						TOTAL BASE BID =	81,982. ⁰⁰
	Add. Alt. 1						
1	104	2001		REMOVING CONC (PAV) <u>SEVENTEEN</u> DLR'S AND <u>ZERO</u> CENTS	SY	331.00	5,627. ⁰⁰
1	360	2023		CONC PAV (JOINT REINF) (6") <u>FORTY-ONE</u> DLR'S AND <u>ZERO</u> CENTS	SY	331.00	13,571. ⁰⁰
						TOTAL ADD. ALT. 1 BID =	19,198. ⁰⁰
	Add. Alt. 2						
2	104	2001		REMOVING CONC (PAV) <u>THIRTY-FOUR</u> DLR'S AND <u>ZERO</u> CENTS	SY	97.00	3,298. ⁰⁰
2	360	2023		CONC PAV (JOINT REINF) (6") <u>SIXTY-TWO</u> DLR'S AND <u>ZERO</u> CENTS	SY	97.00	6,014. ⁰⁰
						TOTAL ADD. ALT. 2 BID =	9,312. ⁰⁰

	Add. Alt. 3						
3	104	2001		REMOVING CONC (PAV) <u> FORTY-NINE </u> DLRS AND <u> TWENTY-FIVE </u> CENTS	SY	65.20	3,211.10
3	360	2023		CONC PAV (JOINT REINF) (6") <u> SEVENTY-TWO </u> DLRS AND <u> ZERO </u> CENTS	SY	65.20	4,694.40
						TOTAL ADD. ALT. 3 BID =	7,905.50
	Add. Alt. 4						
4	104	2001		REMOVING CONC (PAV) <u> NINETY-SIX </u> DLRS AND <u> FIFTY </u> CENTS	SY	55.00	5,307.50
4	360	2023		CONC PAV (JOINT REINF) (6") <u> ONE HUNDRED FORTY-ONE </u> DLRS AND <u> ZERO </u> CENTS	SY	55.00	7,755.00
						TOTAL ADD. ALT. 4 BID =	13,062.50

ENGINEER SEAL

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



The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. May 7, 2014

General Notes:

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Contractor shall assume ownership for all designated waste material and dispose of it as approved by the engineer.

The base bid includes removing the existing concrete and reconstructing the pavement in areas 1, 2, 6, 7, 8, and 9 as shown on the project layout.

Additive alternate 1 bid includes removing the existing concrete and reconstructing the pavement in area 3 as shown on the project layout.

Additive alternate 2 bid includes removing the existing concrete and reconstructing the pavement in area 4 as shown on the project layout.

Additive alternate 3 bid includes removing the existing concrete and reconstructing the pavement in area 5 as shown on the project layout.

Additive alternate 4 bid includes removing the existing concrete and reconstructing the pavement in small spot locations within areas 3 and 4 as shown on the project layout.

Item 6: Control of Materials

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

Item 360: Concrete Pavement

Construction joints may be formed by the use of metal or wood forms equal in depth to the nominal depth of the pavement, or by other means which have been approved by the engineer prior to their use.

Longitudinal and transverse bars shall be of steel conforming to ASTM designations: A-615 or A-616 (Grade 60) as noted in the specifications. The size and spacing shall be #3 bars at 12" on center each way.

It is the intent of this design that the longitudinal steel be at the center of the slab. It shall be the responsibility of the contractor to take all necessary precautions to ensure that the final position of the steel is within ½ inch of the slab center.

Any approved chair type of design, which will satisfy the requirements noted hereon, will be permitted. Chair spacings shall not be greater than 60" c-c measured parallel to the

pavement centerline and 30" c-c measured perpendicular to the pavement centerline. Additional chairs shall be used if necessary to meet the steel placement requirement.

Longitudinal and transverse steel spacing shall not vary more than one inch from the spacing shown hereon.

All joints shall be sealed with Class 5 self-leveling low-modulus silicone sealant as approved by the engineer.

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 104 REMOVING CONCRETE
 ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

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

WAGE RATES

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

SPECIAL SPECIFICATIONS:

NONE

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.

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.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

SPECIAL PROVISIONS

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.C. § 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.



P.O. Box 20779 Beaumont, Texas 77720

06-03-14P03935-ARNV

0609 84701491-20-90

BID DOCUMENTS

FOR

**GULF COAST RV PARK
PAVEMENT REPAIR**

BID No. IFB 14-014/JW

DUE DATE : 11:00 AM

**TUESDAY, JUNE 3, 2014
JEFFERSON COUNTY PURCHASING
DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TEXAS 77701**

ORIGINAL

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: Jefferson City DD7
 Address: P.O. Box 3244 P.A. TX. 71042
 Contact Person and Title: Malph Mitchell
 Phone: 409-985-4369 Fax: 409-983-7564
 Contract Period: 2012 Scope of Work: Concrete Ditch
liner

REFERENCE TWO

Government/Company Name: City of Sulzbw
 Address: 105 South 3rd Sulzbw TX 71056
 Contact Person and Title: Tommy Barton
 Phone: 409-835-2863 Fax: 409-835-2863
 Contract Period: 2013-2014 Scope of Work: Concrete Ditch
liner

REFERENCE THREE

Government/Company Name: City of Port Arthur
 Address: 444 4th St Port Arthur TX
 Contact Person and Title: Shawna Jubbs
 Phone: 409-983-8160 Fax: 409-983-8160
 Contract Period: 2014 Scope of Work: Concrete
Foundations

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.

BDS Constructous LLC
MR Constructous
Bidder (Entity Name)

*Michael
Signature

2485 North St
Street & Mailing Address

*Michael Brown
Print Name

Vidor TX 77662
City, State & Zip

6/2/14
Date Signed

409-769-0089
Telephone Number

409-769-1288
Fax Number

Carroll@mrConstructous.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
1. Name of person doing business with local governmental entity.	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; 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 style="text-align: center; font-size: large; font-weight: bold;">N/A</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: large; font-weight: bold;">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: large; font-weight: bold;">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.)

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.

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.**

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.

*Michael Brown
Printed Name of Authorized Representative

*[Signature]
Signature

*Owner
Title

6/2/14
Date

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: BDS Construction LLC dba MK Construction HUB: Yes No

HUB Status (Gender & Ethnicity): Male / white

Address: 2485 N. St Vidor TX 77662
Street City State Zip

Phone (with area code): 409-769-0089 Fax (with area code): 409-769-1288

Project Title & No.: Gulf Coast RV Park IFB/RFP No.: IFB-14-014

Total Contract: \$ BB/126,408⁰⁰ Total HUB Subcontract(s): \$ 0

Construction HUB Goals: 12.8% MBE: 0 % 12.6% WBE: 0 %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

NIA

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)

NIA

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: _____

NIA

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

N/A

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: _____

N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): *Michael Brown

Title: *Owner

Signature: *muller

Date: 6/2/14

E-mail address: CarrieV@mcconstructors.com

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

Name (print or type): Carrie Vincent

Title: Office Manager

Date: 6/2/14

E-mail address: CarrieV@mcconstructors.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [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.):	45-3567082
Company Name submitting bid/proposal:	BDS Construction LLC dba micconstruction
Mailing address:	2485 N. St Vidor Dr. 77662
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**
N/A	N/A

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

Bidder Shall Return Completed Form with Offer.

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 Orange

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

on this day personally appeared Michael Brown, who
(name)

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

"I, Michael Brown am a duly authorized officer of/agent
(name)
for BDS Construction LLC dba MK Construction and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said BDS Construction LLC dba MK Construction
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: BDS Construction LLC
dba MK Construction

Fax: 409-769-1288 Telephone#: 409-769-0089

by: Michael Brown Title: Owner
(print name)

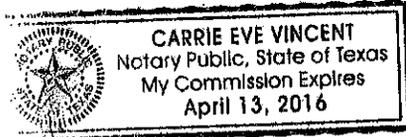
Signature: [Handwritten Signature]

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

this the 2 day of June, 2014.

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

Bidder Shall Return Completed Form with Offer.



CONTRACT

This agreement made this 2 day of June, 2011, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and ~~DBA, INC. CONSTRUCTORS~~ BDS CONSTRUCTORS LLC 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 pavement 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 on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 60 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: * Michael B

* owner
(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 14-014/JW), Gulf Coast RV Park Pavement Repair

Bidder's Company/Business Name: BDS Construction LLC dba
mk construction

Bidder's TAX ID Number: 45-3567082

Contact Person: Cassie Vincent Title: Office Manager

Phone Number (with area code): 409-769-0089

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): 409-769-1288

Email Address: CassieV@mkconstruction.com

Please provide a physical address for bid bond return:

2485 N. St
Vidor TX 70662

BID PROPOSAL MUST NOT BE DISASSEMBLED

NOTICE TO THE BIDDER

In the spaces provided below, please enter your Total Bid Amount, Total Add. Alt. 1 Bid Amount, Total Add. Alt. 2 Bid Amount, Total Add. Alt. 3 Bid Amount, and Total Add. Alt. 4 Bid Amount. Only these figures 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: BDS Construction LLC dba BK Construction
 By: Michael Kelley

\$ 126,408⁰⁰
 Total Base Bid Amount

\$ 45,678⁰⁰
 Total Add. Alt. 1 Bid Amount

\$ 13,386⁰⁰
 Total Add. Alt. 2 Bid Amount

\$ 8,997⁶⁰
 Total Add. Alt. 3 Bid Amount

\$ 7,590⁰⁰
 Total Add. Alt. 4 Bid Amount

BID FORM INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

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

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

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

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

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

EXAMPLE

Unit price for each linear foot of Concrete Curb Removed

IMPORTANT NOTE TO BIDDERS: Bids received with mathematical errors may be considered Non-Responsive.

BID FORM

PROJECT: GULF COAST RV PARK PAVEMENT REPAIR

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS			
	104	2001		REMOVING CONC (PAV) <i>Twenty Eight</i> DLRS AND _____ CENTS	SY	916.00	<i>25,648⁻</i>
	360	2023		CONC PAV (JOINT REINF) (6") <i>one hundred ten</i> DLRS AND _____ CENTS	SY	916.00	<i>100,710⁻</i>
						TOTAL BASE BID =	<i>126,408⁻</i>
	Add. Alt. 1						
1	104	2001		REMOVING CONC (PAV) <i>Twenty Eight</i> DLRS AND _____ CENTS	SY	331.00	<i>9,268⁻</i>
1	360	2023		CONC PAV (JOINT REINF) (6") <i>one hundred ten</i> DLRS AND _____ CENTS	SY	331.00	<i>36,410⁻</i>
						TOTAL ADD. ALT. 1 BID =	<i>45,678⁻</i>
	Add. Alt. 2						
2	104	2001		REMOVING CONC (PAV) <i>Twenty Eight</i> DLRS AND _____ CENTS	SY	97.00	<i>2,716⁻</i>
2	360	2023		CONC PAV (JOINT REINF) (6") <i>one hundred ten</i> DLRS AND _____ CENTS	SY	97.00	<i>10,610⁻</i>
						TOTAL ADD. ALT. 2 BID =	<i>13,386⁻</i>

Add. Alt. 3							
3	104	2001	REMOVING CONC (PAV) <u>Twenty Eight</u> DLRS AND _____ CENTS	SY	65.20		<u>1,825⁶⁰</u>
3	360	2023	CONC PAV (JOINT REINF) (6") <u>one hundred ten</u> DLRS AND _____ CENTS	SY	65.20		<u>7,172⁰⁰</u>
						TOTAL ADD. ALT. 3 BID =	<u>8,997⁶⁰</u>
Add. Alt. 4							
4	104	2001	REMOVING CONC (PAV) <u>Twenty Eight</u> DLRS AND _____ CENTS	SY	55.00		<u>1,540⁻</u>
4	360	2023	CONC PAV (JOINT REINF) (6") <u>one hundred ten</u> DLRS AND _____ CENTS	SY	55.00		<u>6,050⁻</u>
						TOTAL ADD. ALT. 4 BID =	<u>7,590⁻</u>

ENGINEER SEAL

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



The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. May 7, 2014

General Notes:

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Contractor shall assume ownership for all designated waste material and dispose of it as approved by the engineer.

The base bid includes removing the existing concrete and reconstructing the pavement in areas 1, 2, 6, 7, 8, and 9 as shown on the project layout.

Additive alternate 1 bid includes removing the existing concrete and reconstructing the pavement in area 3 as shown on the project layout.

Additive alternate 2 bid includes removing the existing concrete and reconstructing the pavement in area 4 as shown on the project layout.

Additive alternate 3 bid includes removing the existing concrete and reconstructing the pavement in area 5 as shown on the project layout.

Additive alternate 4 bid includes removing the existing concrete and reconstructing the pavement in small spot locations within areas 3 and 4 as shown on the project layout.

Item 6: Control of Materials

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

Item 360: Concrete Pavement

Construction joints may be formed by the use of metal or wood forms equal in depth to the nominal depth of the pavement, or by other means which have been approved by the engineer prior to their use.

Longitudinal and transverse bars shall be of steel conforming to ASTM designations: A-615 or A-616 (Grade 60) as noted in the specifications. The size and spacing shall be #3 bars at 12" on center each way.

It is the intent of this design that the longitudinal steel be at the center of the slab. It shall be the responsibility of the contractor to take all necessary precautions to ensure that the final position of the steel is within ½ inch of the slab center.

Any approved chair type of design, which will satisfy the requirements noted hereon, will be permitted. Chair spacings shall not be greater than 60" c-c measured parallel to the

pavement centerline and 30" c-c measured perpendicular to the pavement centerline. Additional chairs shall be used if necessary to meet the steel placement requirement.

Longitudinal and transverse steel spacing shall not vary more than one inch from the spacing shown hereon.

All joints shall be sealed with Class 5 self-leveling low-modulus silicone sealant as approved by the engineer.

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 104 REMOVING CONCRETE
ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

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

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

SPECIAL SPECIFICATIONS:

NONE

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: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

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	01/03/2014

* 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.

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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.

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.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SPECIAL PROVISIONS

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.C. § 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.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

ORIGINAL

KNOW ALL MEN BY THESE PRESENTS, THAT WE BDS Constructors, LLC dba MK Constructors
2485 North Street, Vidor, TX 77662

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155-0001

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson County
1149 Pearl Street, Beaumont, TX 77701

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),

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 Gulf Coast RV Park Pavement Repair

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and 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 3rd day of June, 2014

(Witness)

BDS Constructors, LLC dba MK Constructors

(Principal)

(Seal)

By: owner
(Title)

(Witness)

Hartford Fire Insurance Company

(Surety)

(Seal)

Chris Baker

By: Douglas N. McElveen
Attorney-in-Fact (Title)

POWER OF ATTORNEY

THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 43-483928

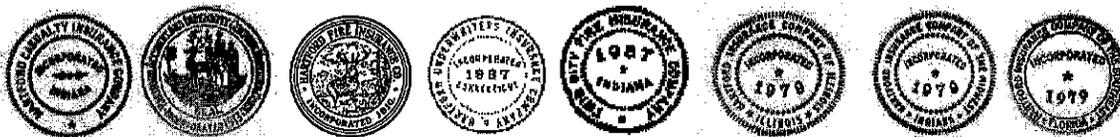
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws 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** :

Christine Baker, Amanda McElveen, Douglas N. McElveen, Kathy Peters of LAKE CHARLES, Louisiana

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 August 1, 2009, the Companies have caused these presents to be signed by its 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.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, 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 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

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, 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 June 3, 2014
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President



2485 North St.-Vidor, Tx. 77662
 (409) 769-0089 Phone
 (409) 769-1288-Fax

"Bid Documents"
 "Sealed Bid"

Bid to: Jefferson County Purchasing Department
 149 Pearl Street 1st Floor
 Beaumont, Tx 77701

Bid Name: Gulf Coast RV Park
 Pavement Replacement

Bid No.: IFB 14-014/JW

Due Date/Time: June 3, 2014
 11:00 AM

Bidder: BDS Constructors LLC dba MK Constructors

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CITY OF BEAUMONT

Address: 801 MAIN STREET, BEAUMONT, TX

Contact Person and Title: JO ED / PROJECT CORDINATOR

Phone: (936) 334-4868 Fax: (409) 833-9332

Contract Period: 3/12/13 - 9/12/13 Scope of Work: CITY STREET REPAIR

REFERENCE TWO

Government/Company Name: CITY OF NEDERLAND

Address: 207 N. 12TH STREET, NEDERLAND, TX

Contact Person and Title: STEVE HAMILTON / DIRECTOR OF PUBLIC WORKS

Phone: (409) 723-1565 Fax: (409) 723-1550

Contract Period: 6/21/13 - 10/21/13 Scope of Work: CITY STREET REPAIR

REFERENCE THREE

Government/Company Name: CITY OF PORT NECHES

Address: 1005 MERRIMAN, PORT NECHES, TX

Contact Person and Title: TAYLOR SHELTON / DIRECTOR OF PUBLIC WORKS

Phone: (409) 719-4204 Fax: (409) 727-8677

Contract Period: 6/2/14 - 8/15/14 Scope of Work: CITY STREET REPAIR

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.

BRUCE'S GENERAL CONSTRUCTION, INC.

Bidder (Entity Name)


Signature

1175 REYNOLDS RD.

Street & Mailing Address

JILL BROUSSARD

Print Name

BEAUMONT, TX 77707

City, State & Zip

6/3/14

Date Signed

409.866.6245

Telephone Number

409.866.8245

Fax Number

jill@brucesgeneralconstruction.com

E-mail Address

or ryan@brucesgeneralconstruction.com

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="margin-left: 40px;">BRUCE'S GENERAL CONSTRUCTION, INC.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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="margin-left: 40px;">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="margin-left: 40px;">N/A</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIREFORM 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.

7.



JILL BROUSSARD

6/3/2014

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.

Ryan C. Morgan

Printed Name of Authorized Representative

Signature

VICE PRESIDENT

Title

6/3/14

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: BRUCE'S GENERAL CONSTRUCTION, INC. HUB: Yes No

Address: 1175 REYNOLDS RD BEAUMONT TEXAS 77707
Street City State Zip

Phone (with area code): 409. 866.6245 Fax (with area code): 409. 866.8245

Project Title & No.: GILF COAST RV PARK PAVEMENT REPAIR - IFB14-014/JW

Prime Contract Amount: \$ 96,180.00

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

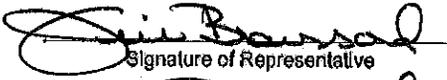
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

<u>JILL BROUSSARD</u> Printed Name of Contractor Representative	 Signature of Representative	<u>6/3/14</u> Date
<u>JILL BROUSSARD</u> Printed Name of HUB	 Signature of Representative	<u>6/3/14</u> 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 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): JILL BROUSSARD

Title: PRESIDENT

Signature: 

Date: 6/3/14

E-mail address: JILL@BRUCESGENERALCONSTRUCTION.COM

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

Name (print or type): LYNIDA REAUX

Title: SECRETARY

Date: 6/3/14

E-mail address: LYNIDA@BRUCESGENERALCONSTRUCTION.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 BRUCE'S GENERAL CONSTRUCTION, INC. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0527292
Company Name submitting bid/proposal:	BRUCE'S GENERAL CONSTRUCTION, INC.
Mailing address:	1175 REYNOLDS RD. BEAUMONT, TX 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
700000-00 /092275 - 00000	1175 REYNOLDS RD. BEAUMONT, TX 77707

* 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 JILL BROUSSARD, who
(name)

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

"I, JILL BROUSSARD am a duly authorized officer of/agent
(name)
for BRUCE'S GENERAL CONSTRUCTION, INC. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said BRUCE'S GENERAL CONSTRUCTION, INC.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: BRUCE'S GENERAL CONSTRUCTION, INC.
1175 REYNOLDS RD. BEAUMONT, TX 77707

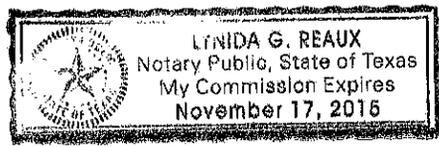
Fax: 409.866.8245 Telephone# 409.866.6245

by: JILL BROUSSARD Title: PRESIDENT
(print name)

Signature: *Jill Broussard* JILL BROUSSARD

SUBSCRIBED AND SWORN to before me by the above-named
JILL BROUSSARD / PRESIDENT OF BRUCE'S GENERAL CONSTRUCTION, INC. on

this the 3rd day of JUNE, 2014.



Lynida G. Reaux LYNIDA G. REAUX
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

CONTRACT

This agreement made this _____ day of JUNE, 2014, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and BRUCE'S GENERAL CONSTRUCTION, INC. his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the pavement 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 on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 60 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:  Ryan C. Morgan

VICE PRESIDENT
(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 14-014/JW), Gulf Coast RV Park Pavement Repair

Bidder's Company/Business Name: BRUCE'S GENERAL CONSTRUCTION, INC.

Bidder's TAX ID Number: 76-0527292

Contact Person: RYAN MORGAN **Title:** VICE PRESIDENT

Phone Number (with area code): 409.866.6245

Alternate Phone Number if available (with area code): 409.781.1200 CELL

Fax Number (with area code): 409.866.8245

Email Address: ryan@brucesgeneralconstruction.com

Please provide a physical address for bid bond return:

BRUCE'S GENERAL CONSTRUCTION, INC.

1175 REYNOLDS RD.

BEAUMONT, TX 77707

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Bruce's General Construction, Inc.
1175 Reynolds Road, Beaumont, TX 77707

as Principal, hereinafter called the Principal, and Merchants National Bonding, Inc.
P.O. Box 26720, Austin, TX 78755-0720

a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson County Purchasing Department
1149 Pearl Street, First Floor, Beaumont, TX 77701

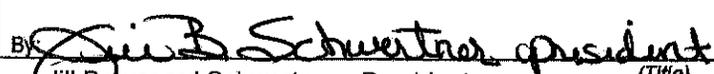
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly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

WHEREAS, the Principal has submitted a bid for Gulf Coast RV Park Pavement Repair

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and 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 3rd day of June, 2014


(Witness)

Bruce's General Construction, Inc.
(Principal) (Seal)
By: 
Jill Broussard Schwertner President (Title)


Molly Painter (Witness)

Merchants National Bonding, Inc.
(Surety) (Seal)
By: 
Attorney-in-Fact Melissa J. Johnson (Title)

MERCHANTS BONDING COMPANY POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Binnie B Stevison; Catherine Sue Moss; J Cory Williams; Melissa J Johnson; Molly Painter; Nancy M Bernard

of Lake Charles and State of Louisiana their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of December, 2013.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 3rd day of December, 2013, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2014.



William Warner Jr.
Secretary

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 GRADING AND PAVEMENT IN JEFFERSON COUNTY, TEXAS

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 60 working days.

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

(BID BOND ATTACHED) (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.

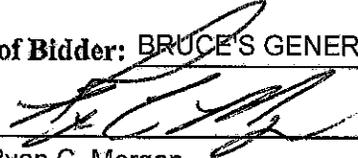
BID PROPOSAL MUST NOT BE DISASSEMBLED

NOTICE TO THE BIDDER

In the spaces provided below, please enter your Total Bid Amount, Total Add. Alt. 1 Bid Amount, Total Add. Alt. 2 Bid Amount, Total Add. Alt. 3 Bid Amount, and Total Add. Alt. 4 Bid Amount. Only these figures 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: BRUCE'S GENERAL CONSTRUCTION, INC.

By: 
Ryan C. Morgan

\$ 96,180.00
Total Base Bid Amount

\$ 33,100.00
Total Add. Alt. 1 Bid Amount

\$ 9,700.00
Total Add. Alt. 2 Bid Amount

\$ 6,520.00
Total Add. Alt. 3 Bid Amount

\$ 5,500.00
Total Add. Alt. 4 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 AND <i>No</i> CENTS	LF	466.00	\$6,990.00

Unit price for each linear foot of Concrete Curb Removed

IMPORTANT NOTE TO BIDDERS: Bids received with mathematical errors may be considered Non-Responsive.

BID FORM

PROJECT: GULF COAST RV PARK PAVEMENT REPAIR

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.				
	104	2001		REMOVING CONC (PAV) Forty five _____ DLRS AND NO _____ CENTS	SY	916.00	41,220.00
	360	2023		CONC PAV (JOINT REINF) (6") Sixty _____ DLRS AND NO _____ CENTS	SY	916.00	54,960.00
						TOTAL BASE BID =	96,180.00
	Add. Alt. 1						
1	104	2001		REMOVING CONC (PAV) Forty five _____ DLRS AND NO _____ CENTS	SY	331.00	14,895.00
1	360	2023		CONC PAV (JOINT REINF) (6") Fifty five _____ DLRS AND NO _____ CENTS	SY	331.00	18,205.00
						TOTAL ADD. ALT. 1 BID =	33,100.00
	Add. Alt. 2						
2	104	2001		REMOVING CONC (PAV) Forty five _____ DLRS AND NO _____ CENTS	SY	97.00	4,365.00
2	360	2023		CONC PAV (JOINT REINF) (6") Fifty five _____ DLRS AND NO _____ CENTS	SY	97.00	5,335.00
						TOTAL ADD. ALT. 2 BID =	9,700.00

	Add. Alt. 3						
3	104	2001		REMOVING CONC (PAV) Forty five _____ DLRS AND NO _____ CENTS	SY	66.20	2,934.00
3	360	2023		CONC PAV (JOINT REINF) (6") Fifty five _____ DLRS AND NO _____ CENTS	SY	65.20	3,586.00
						TOTAL ADD. ALT. 3 BID =	6,520.00
	Add. Alt. 4						
4	104	2001		REMOVING CONC (PAV) Forty five _____ DLRS AND NO _____ CENTS	SY	55.00	2,475.00
4	360	2023		CONC PAV (JOINT REINF) (6") Fifty five _____ DLRS AND NO _____ CENTS	SY	55.00	3,025.00
						TOTAL ADD. ALT. 4 BID =	5,500.00

ENGINEER SEAL

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



The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. May 7, 2014

General Notes:

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Contractor shall assume ownership for all designated waste material and dispose of it as approved by the engineer.

The base bid includes removing the existing concrete and reconstructing the pavement in areas 1, 2, 6, 7, 8, and 9 as shown on the project layout.

Additive alternate 1 bid includes removing the existing concrete and reconstructing the pavement in area 3 as shown on the project layout.

Additive alternate 2 bid includes removing the existing concrete and reconstructing the pavement in area 4 as shown on the project layout.

Additive alternate 3 bid includes removing the existing concrete and reconstructing the pavement in area 5 as shown on the project layout.

Additive alternate 4 bid includes removing the existing concrete and reconstructing the pavement in small spot locations within areas 3 and 4 as shown on the project layout.

Item 6: Control of Materials

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

Item 360: Concrete Pavement

Construction joints may be formed by the use of metal or wood forms equal in depth to the nominal depth of the pavement, or by other means which have been approved by the engineer prior to their use.

Longitudinal and transverse bars shall be of steel conforming to ASTM designations: A-615 or A-616 (Grade 60) as noted in the specifications. The size and spacing shall be #3 bars at 12" on center each way.

It is the intent of this design that the longitudinal steel be at the center of the slab. It shall be the responsibility of the contractor to take all necessary precautions to ensure that the final position of the steel is within ½ inch of the slab center.

Any approved chair type of design, which will satisfy the requirements noted hereon, will be permitted. Chair spacings shall not be greater than 60" c-c measured parallel to the

pavement centerline and 30" c-c measured perpendicular to the pavement centerline. Additional chairs shall be used if necessary to meet the steel placement requirement.

Longitudinal and transverse steel spacing shall not vary more than one inch from the spacing shown hereon.

All joints shall be sealed with Class 5 self-leveling low-modulus silicone sealant as approved by the engineer.

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 104 REMOVING CONCRETE
ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

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

WAGE RATES

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

SPECIAL SPECIFICATIONS:

NONE

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.**

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.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

SPECIAL PROVISIONS

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 designed 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.

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.C. § 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.

06-03-17 P 10:46 AM RCVD

BRUCE'S GENERAL CONSTRUCTION, INC.

Proposal

**GULF COAST RV PARK
PAVEMENT REPAIR**

JEFFERSON COUNTY PURCHASING
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

"BID DOCUMENTS"

IFB 14-014/JW

Bid Due: 6/3/2014 @ 11:00 A.M.

(3) ORIGINAL DOCUMENTS

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: Willacy County Navigation District
 Address: 400 W. Hidalgo Suite 200 Raymondville, TX 78580
 Contact Person and Title: J. Shane Cameron/Port Director/G.M.
 Phone: 956-689-3332 Fax: 956-689-6165
 Contract Period: 1/2013 - 7/2013 Scope of Work: Small Craft Boat Launch

REFERENCE TWO

Government/Company Name: Port of Orange
 Address: P. O. Box 2410 Orange, Texas 77631-2410
 Contact Person and Title: Phyllis Yeats/Project Administrator
 Phone: 409-883-4363 Fax: 409-883-5607
 Contract Period: 2/2013 - 6/2013 Scope of Work: Dock Repairs Phase II

REFERENCE THREE

Government/Company Name: Gulf Sulphur Services
 Address: 4500 Old Port Industrial Road Galveston, Texas 77554
 Contact Person and Title: Richard Bjerke/Plant Manager
 Phone: 409-765-1202 Fax: 409-763-8941
 Contract Period: 1/2014 - 4/2014 Scope of Work: Truck Pit

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.

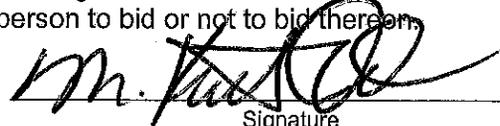
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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.

Widgeon Construction, Inc.
Bidder (Entity Name)


Signature

P. O. Box 846
Street & Mailing Address

M. Keith Dosch
Print Name

Orange, Texas 77631-0846
City, State & Zip

June 2, 2014
Date Signed

409-883-6256
Telephone Number

409-886-3837
Fax Number

widgeon@hughes.net
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="margin-left: 20px;">M. Keith Dosch</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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="margin-left: 20px;">None</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="margin-left: 20px;">None</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIREFORM 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

7.



June 2, 2014

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.**

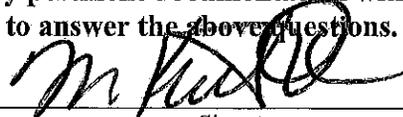
If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

M. Keith Dosch

Printed Name of Authorized Representative

President

Title



Signature

June 2, 2014

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: Widgeon Construction, Inc. HUB: Yes No

Address: P. O. Box 846 Orange, Texas 77631-0846
Street City State Zip

Phone (with area code): 409-883-6256 Fax (with area code): 409-886-3837

Project Title & No.: Gulf Coast RV Park Pavement Repair IFB 14-014/JW

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: Widgeon Construction, Inc. HUB: Yes No

HUB Status (Gender & Ethnicity): N/A

Address: P. O. Box 846 Orange, Texas 77631-0846
Street City State Zip

Phone (with area code): 409-883-6256 Fax (with area code): 409-886-3837

Project Title & No.: Gulf Coast RV Park Pavement Repair IFB/RFP No.: IFB 14-014/JW

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: _____

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

Taxpayer Identification Number (T.I.N.):	76-0250047
Company Name submitting bid/proposal:	Widgeon Construction, Inc.
Mailing address:	P. O. Box 846 Orange, Texas 77631-0846
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	N/A

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

Bidder Shall Return Completed Form with Offer.

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 Orange

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

on this day personally appeared M. Keith Dosch, who
(name)

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

"I, M. Keith Dosch am a duly authorized officer of/agent
(name)

for Widgeon Construction, Inc. and have been duly authorized to execute the
(name of firm)

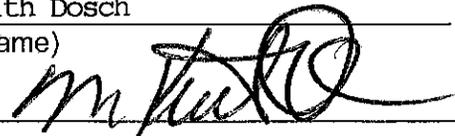
foregoing on behalf of the said Widgeon Construction, Inc.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

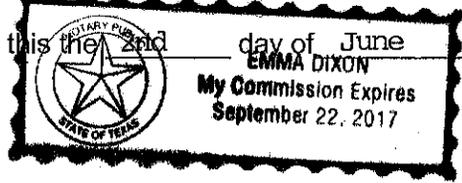
Name and address of bidder: Widgeon Construction, Inc.
P. O. Box 846 Orange, Texas 77631-0846

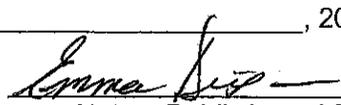
Fax: 409-886-3837 Telephone# 409-883-6256

by: M. Keith Dosch Title: President
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named M. Keith Dosch on




Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

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 pavement 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 on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 60 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)

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 14-014/JW), Gulf Coast RV Park Pavement Repair

Bidder's Company/Business Name: Widgeon Construction, Inc.

Bidder's TAX ID Number: 76-0250047

Contact Person: M. Keith Dosch **Title:** President

Phone Number (with area code): 409-883-6256

Alternate Phone Number if available (with area code): N/A

Fax Number (with area code): 409-886-3837

Email Address: widgeon@hughes.net

Please provide a physical address for bid bond return:

2729 W. Norman Circle

Orange, Texas 77630

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 GRADING AND PAVEMENT IN JEFFERSON COUNTY, TEXAS

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 60 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 spaces provided below, please enter your Total Bid Amount, Total Add. Alt. 1 Bid Amount, Total Add. Alt. 2 Bid Amount, Total Add. Alt. 3 Bid Amount, and Total Add. Alt. 4 Bid Amount. Only these figures 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: Widgeon Construction, Inc.

By: M. Keith Dosch, President

\$ 101,218.00

Total Base Bid Amount

\$ 36,575.50

Total Add. Alt. 1 Bid Amount

\$ 10,718.50

Total Add. Alt. 2 Bid Amount

\$ 7,204.40

Total Add. Alt. 3 Bid Amount

\$ 6,077.50

Total Add. Alt. 4 Bid Amount

BID FORM INSTRUCTIONS SHEET

BID FORM INSTRUCTIONS:

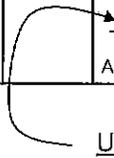
In the "Unit Bid Price Only" Column: Write the words of the Per Unit Bid Price. **Do Not** write in your total price for the line item.

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>	LF	466.00	EXAMPLE <i>\$6,990.00</i>
				AND <i>No</i> CENTS			


 Unit price for each linear foot of Concrete Curb Removed

IMPORTANT NOTE TO BIDDERS: Bids received with mathematical errors may be considered Non-Responsive.

BID FORM

PROJECT: GULF COAST RV PARK PAVEMENT REPAIR

PROPOSAL SHEET

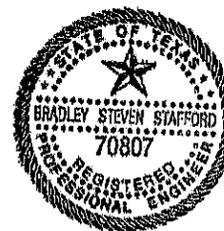
JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	104	2001		REMOVING CONC (PAV) <u>Twenty Nine</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	916.00	\$27,251.00
	360	2023		CONC PAV (JOINT REINF) (6") <u>Eighty</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	916.00	\$73,967.00
						TOTAL BASE BID =	\$101,218.00
	Add. Alt. 1						
1	104	2001		REMOVING CONC (PAV) <u>Twenty nine</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	331.00	\$ 9,847.25
1	360	2023		CONC PAV (JOINT REINF) (6") <u>Eighty</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	331.00	\$26,728.25
						TOTAL ADD. ALT. 1 BID =	\$36,575.50
	Add. Alt. 2						
2	104	2001		REMOVING CONC (PAV) <u>Twenty nine</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	97.00	\$ 2,885.75
2	360	2023		CONC PAV (JOINT REINF) (6") <u>Eighty</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	97.00	\$ 7,832.75
						TOTAL ADD. ALT. 2 BID =	\$10,718.50

	Add. Alt. 3						
3	104	2001		REMOVING CONC (PAV) <u>Twenty Nine</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	65.20	\$ 1,939.70
3	360	2023		CONC PAV (JOINT REINF) (6") <u>Eighty</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	65.20	\$ 5,264.90
						TOTAL ADD. ALT. 3 BID =	\$7,204.40
	Add. Alt. 4						
4	104	2001		REMOVING CONC (PAV) <u>Twenty nine</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	55.00	\$ 1,636.25
4	360	2023		CONC PAV (JOINT REINF) (6") <u>Eighty</u> _____ DLRS AND <u>seventy five</u> _____ CENTS	SY	55.00	\$ 4,441.25
						TOTAL ADD. ALT. 4 BID =	\$ 6,077.50

ENGINEER SEAL

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



The seal appearing on this document was authorized by Bradley Steven Stafford, P.E. May 7, 2014

General Notes:

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Contractor shall assume ownership for all designated waste material and dispose of it as approved by the engineer.

The base bid includes removing the existing concrete and reconstructing the pavement in areas 1, 2, 6, 7, 8, and 9 as shown on the project layout.

Additive alternate 1 bid includes removing the existing concrete and reconstructing the pavement in area 3 as shown on the project layout.

Additive alternate 2 bid includes removing the existing concrete and reconstructing the pavement in area 4 as shown on the project layout.

Additive alternate 3 bid includes removing the existing concrete and reconstructing the pavement in area 5 as shown on the project layout.

Additive alternate 4 bid includes removing the existing concrete and reconstructing the pavement in small spot locations within areas 3 and 4 as shown on the project layout.

Item 6: Control of Materials

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

Item 360: Concrete Pavement

Construction joints may be formed by the use of metal or wood forms equal in depth to the nominal depth of the pavement, or by other means which have been approved by the engineer prior to their use.

Longitudinal and transverse bars shall be of steel conforming to ASTM designations: A-615 or A-616 (Grade 60) as noted in the specifications. The size and spacing shall be #3 bars at 12" on center each way.

It is the intent of this design that the longitudinal steel be at the center of the slab. It shall be the responsibility of the contractor to take all necessary precautions to ensure that the final position of the steel is within ½ inch of the slab center.

Any approved chair type of design, which will satisfy the requirements noted hereon, will be permitted. Chair spacings shall not be greater than 60" c-c measured parallel to the

pavement centerline and 30" c-c measured perpendicular to the pavement centerline. Additional chairs shall be used if necessary to meet the steel placement requirement.

Longitudinal and transverse steel spacing shall not vary more than one inch from the spacing shown hereon.

All joints shall be sealed with Class 5 self-leveling low-modulus silicone sealant as approved by the engineer.

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 104 REMOVING CONCRETE
ITEM 360 CONCRETE PAVEMENT (300) (420) (421) (438) (440) (529) (585)

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

WAGE RATES

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

SPECIAL SPECIFICATIONS:

NONE

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.

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.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

SPECIAL PROVISIONS

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.C. § 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.



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

Widgeon Construction, Inc.

hereinafter called Principal, and THE HANOVER INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire, and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire and having their principal office in Worcester, Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto **Jefferson County**

_____ as Oblgee,
in the penal sum of five percent of amount bid (\$5% A.B.) Dollars
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the _____
Jefferson County

a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for _____
Gulf Coast RV Park Pavement Repair

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

SIGNED, SEALED AND DATED this 3rd day of June, 2014

Widgeon Construction, Inc.

(Principal)
BY [Signature] (Seal)

MASSACHUSETTS BAY INSURANCE COMPANY
BY _____ (Seal)

THE HANOVER INSURANCE COMPANY
BY [Signature] (Seal)
(Attorney-in-fact)

Sharon Cavanaugh

Houstoun, Woodard, Eason, Gentle, Tomforde
and Anderson, Inc. dba Insurance Alliance
1776 Yorktown, Suite 200
Houston, Texas 77056-4114
TDI License #1381 FEIN #760362043

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**C.W. Adams, Michael Cole, Sharon Cavanaugh, Cheryl R. Colson, Andrew J. Janda,
Sue Kohler, James Wynne Tomforde and/or Kurt A. Risk**

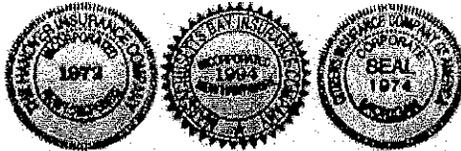
of **Houston, TX** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, If the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **18th** day of **April 2013**.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

Joe Brenstrom
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **18th** day of **April 2013** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereof, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3rd day of June 2014.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete
J. Michael Pete, Vice President

Widgeon Construction, Inc.
P. O. Box 846
Orange, Texas 77631-0846

06-03-14-08-31-30-00

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

Sealed Bid

Gulf Coast RV Park Pavement Repair
Bid No. JFB 14-014JW
*: 11:00 AM CST, Tuesday, June 3, 2014



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

June 16, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-022/KJS, Term Contract for Lease of Hangar #5 at Jack Brooks Regional Airport. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be 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: Term Contract for Lease of Hangar #5 at Jack Brooks
Regional Airport
BID NO: IFB 14-022/KJS
DUE DATE/TIME: 11:00 AM, July 8, 2014
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Stewart, MBA, Assistant Purchasing Agent at telephone 409-835-8593 or e-mail ksmith@co.jefferson.tx.us.

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 –June 18, and June 25, 2014

IFB 14-022/KJS
TERM CONTRACT FOR LEASE OF HANGAR #5 AT
JACK BROOKS REGIONAL AIRPORT
BIDS DUE: 11:00 AM, JULY 8, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED AS "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE ([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm) -) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

INSTRUCTIONS TO BIDDERS

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

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. 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.

3. 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.

4. 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.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's Intent to appear.

6. 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.

7. 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.

8. 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.

9. Bid Results

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

10. 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. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

11. 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.

12. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

13. 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.

14. Currency

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

15. 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.

16. Notice to Proceed/Purchase Order

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

17. 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.

18. Definitions

"County" – Jefferson County, Texas.

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

19. 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 distributed to all known recipients of bid documents. 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 the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders

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

3.2 Invoices

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

3.3 Prompt Payment

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

3.4 Funding

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

4. Contract

4.1 Contract Definition

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

4.2 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 continue with an option for up to a four (4) year period.**

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 considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. 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 become 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.

4.12 Silence of Specifications

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

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number, Bid Name**, and marked "SEALED BID". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. 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).

Original invoices shall be mailed to:

Jefferson County Auditor's Office
1149 Pearl St., 7th Floor
Beaumont, TX 77701

Faxed, e-mailed, or copies of invoices shall not be accepted.

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 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	\$300,000.00
Property Damage	\$300,000.00
Bodily Injury	\$300,000.00
Excess Liability	\$1,000,000.00
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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.
- 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 Workers' Compensation Commission, 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.

MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, (e-mail: ksmith@co.jefferson.tx.us), Phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 14-022/KJS.

Scope

Jefferson County is seeking sealed bids from interested parties for the Commercial Lease of Hangar #5 at Jack Brooks Regional Airport. The Commercial Lease of the hangar shall be for the storage of aircraft or other use directly related to aviation. ~~(DO YOU WANT TO MENTION SOMETHING ABOUT THE REQUIREMENT TO OPERATE A BUSINESS or do you think that is implied by calling this a commercial lease)~~ Jefferson County is the exclusive provider and seller of aviation fuel at the airport; therefore, no fuel concession or right to sell fuel is offered as part of this lease. The hangar is available for occupancy December 2014.

Hangar Description

130' x 120' (15,600 square feet)

Wall height: 30 feet

28-foot electric doors

90-foot wide door openings

Office Description

Office space inside of the hangar (approximately 3,900 square feet)

HVAC

Bathrooms

Storage

General Terms

The minimum lease price accepted will be \$58,272 per year. The term will be for a period not to exceed fifteen (15) years.

~~(WOULD YOU LIKE TO INCLUDE THAT A BUSINESS SHOULD BE RUN)~~

Lessor shall be responsible for all exterior maintenance of hangar doors, walls, roofs, pavement, and grounds.

Lessee shall, throughout the lease term, maintain the interior space.

All utilities and deposits shall be the responsibility of the Lessee. The Lessee shall furnish, at its sole cost and expense, utilities as required to the leased space.

Lessee may not install or operate its own fueling facility for any purpose. Lessee shall not sell fuel to the public or operate a fueling operated as a fixed base operator in competition with the Lessor or any other fixed base operator which may be subsequently approved by the Lessor.

Lessee shall be responsible for any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against the Lessor or Lessee, and Lessee will hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

Lessee shall provide sufficient financial information for Jefferson County to determine his ability to fulfill the financial obligations arising from the lease.

Inspection

Bidders are expected to inspect the sites and form their own conclusions as to suitability for their purpose. The failure to make an inspection will not constitute grounds for any claim for adjustment of the bid once the bids have been opened. Parties may inspect the hangar by contacting the Airport Manager at 409-719-4900.

Rent

All rent(s) are due at the signing of the contract and at the beginning of subsequent renewal periods if the County opts to extend the contract.

Lessee Liability Insurance

Responsibility for Damage Claims: the Lessee shall indemnify and save harmless and defend the County and all its representatives from all suits, actions or claims or any character brought on by any injuries or damages sustained by any person or property in consequences of any activity conducted under this Contract, either by the Lessee, or any sub-lessee or their employees, agents or representatives.

The Contractor shall carry general liability insurance with coverage I the amount of \$100,000 Property Damage each occurrence and \$500,000 Bodily Injury each occurrence.

Certificates of Insurance shall be furnished to Jefferson County, listing Jefferson County as an additional insured party, with the submission of the signed contract.

Terms of Contract

The term of the lease shall be a one (1) year period with the option of extending for four (4) additional one (1) year periods; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's own use.

Termination of Contract

The County reserves the right to terminate the lease if, in its opinion, there is a failure on the part of the Lessee to comply with any terms of the lease.

Basis for Bid

Bids must be submitted for the leasing of County owned Property for a one (1) year period, with additional options to renew.

Basis for Award

Lessee should provide sufficient financial information for Jefferson County to determine Lessee's ability to fulfill the financial obligations arising from the lease.

Contract award will be made on the basis of highest and best, responsive, responsible bid price for leasing the site after having met or exceeded the minimum lease price of \$58,272 per year, and gas fuel consumption.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT IFB 14-022/KJS TERM CONTRACT FOR LEASE OF HANGAR #5 AT JACK BROOKS REGIONAL AIRPORT

To Jefferson County:

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

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

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

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

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

Printed Name				

Title				

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

IFB 14-022/KJS TERM CONTRACT FOR LEASE OF HANGAR #5 AT JACK BROOKS REGIONAL AIRPORT

The Offer is hereby accepted for the following items: Term Contract for Lease of Hangar #5 at Jack Brooks Regional Airport. Contract Term: One (1) year with an option to renew for four (4) additional one (1) year terms.

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. 14-022/KJS. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID FORM

<div style="border: 1px solid black; width: 200px; height: 30px; margin-bottom: 5px;"></div> \$ _____	Annual Lease Price Minimum Lease \$58,272
Lease of Hanger #5 at Jack Brooks Regional Airport	
Additional Criteria:	

Fuel Purchased From Jack Brooks Regional Airport:

Year	Jet A Gallons
2010	
2011	
2012	
2013	
Total	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

BIDDER MUST RETURN THIS PAGE 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>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(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>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>	

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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.

7.

Signature of person doing business with the governmental entity

Date

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GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative	Signature
Title	Date

**BIDDER MUST RETURN THIS PAGE WITH OFFER
NOTICE OF INTENT (NOI)**

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.

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(Name)

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

"I, _____ am a duly authorized officer of/agent
(Name)

for _____ and have been duly authorized to execute the
(Name of firm)

foregoing on behalf of the said _____
(Name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(Print name)

Signature: _____

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

this the _____ day of _____, 2014.

Notary Public in and for
the State of _____

BIDDER MUST RETURN THIS PAGE WITH OFFER



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

June 16, 2014

Legal Notice Invitation for Bid

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB) **14-024/KJS, Electrical Vault Replacement at Jack Brooks Regional Airport** with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 AM CST, July 22, 2014. Bids will be opened at that time.

Specifications and plans are available for download at no cost. Documents can be obtained from Garver website at <ftp://ftp.garverusa.com/>. Username: BPT_EVAULT2 Password: BPT2BIDDER

A Pre-Bid Conference will be held on Tuesday, July 8, 2014, at 10:00 AM CDT. The conference will be held in the Jack Brooks Regional Airport Commercial Terminal Media Room, 6000 Air Line Dr. Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

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

All bidders and proposers shall make good faith efforts, as defined by Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 15.88% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Jefferson County reserves the right to reject any or all bids, to waive irregularities in the bids and bidding deemed to be in the best interests of Jefferson County, and to reject nonconforming, nonresponsive, or conditional bids. Bids will remain in effect for **ninety (90) calendar days** after the bid opening date.

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent, at 409-835-8693.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	Electrical Vault Replacement at Jack Brooks Regional Airport
BID NO:	14-024/KJS
DUE DATE/TIME:	July 22, 2014/11:00 AM CST
MAIL/DELIVER TO:	Jefferson County Purchasing Division 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Sincerely,

Deborah L. Clark
Purchasing Agent



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

June 16, 2014

Legal Notice Invitation for Bid

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB) **14-025/KJS, Taxiway D Reconstruction (2014)** at Jack Brooks Regional Airport with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00AM CST, July 22, 2014. Bids will be opened at that time.

Specifications and plans are available for download at no cost. Documents can be obtained from Garver website at <ftp://ftp.garverusa.com/>. Username: BPT_TWD2014 Password: BPT2BIDDER

A Pre-Bid Conference will be held on Tuesday, July 8, 2014, at 11:00 AM CDT. The conference will be held in the Jack Brooks Regional Airport Commercial Terminal Media Room, 6000 Air Line Dr. Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

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

All bidders and proposers shall make good faith efforts, as defined by Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 15.88% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Jefferson County reserves the right to reject any or all bids, to waive irregularities in the bids and bidding deemed to be in the best interests of Jefferson County, and to reject nonconforming, nonresponsive, or conditional bids. Bids will remain in effect for **ninety (90) calendar days** after the bid opening date.

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent, at 409-835-8693.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	Taxiway D Reconstruction (2014) at Jack Brooks Regional Airport
BID NO:	14-025/KJS
DUE DATE/TIME:	July 22, 2014/11:00 AM CST
MAIL OR DELIVER TO:	Jefferson County Purchasing Division
	1149 Pearl Street, 1st Floor
	Beaumont, Texas 77701

Sincerely,

Deborah L. Clark
Purchasing Agent



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

June 16, 2014

Legal Notice Invitation for Bid

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB) **14-026/KJS, Runway Safety Area Grading at Jack Brooks Regional Airport** with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 AM CST, July 22, 2014. Bids will be opened at that time.

Specifications and plans are available for download at no cost. Documents can be obtained from Garver website at <ftp://ftp.garverusa.com/>. Username: BPT_RSAGR8NG Password: BPT2BIDDER

A Pre-Bid Conference will be held on Tuesday, July 8, 2014, at 1:30 PM CDT. The conference will be held in the Jack Brooks Regional Airport Commercial Terminal Media Room, 6000 Air Line Dr. Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

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

All bidders and proposers shall make good faith efforts, as defined by Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 15.88% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Jefferson County reserves the right to reject any or all bids, to waive irregularities in the bids and bidding deemed to be in the best interests of Jefferson County, and to reject nonconforming, nonresponsive, or conditional bids. Bids will remain in effect for **ninety (90) calendar days** after the bid opening date.

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent, at 409-835-8693.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	Runway Safety Area Grading at Jack Brooks Regional Airport
BID NO:	14-026/KJS
DUE DATE/TIME:	July 22, 2014/11:00 AM CST
MAIL OR DELIVER TO:	Jefferson County Purchasing Division
	1149 Pearl Street, 1st Floor
	Beaumont, Texas 77701

Sincerely,

Deborah L. Clark
Purchasing Agent



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

June 16, 2014

Legal Notice Invitation for Bid

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB) **14-027/KJS, Runway 16/34 Rehabilitation at Jack Brooks Regional Airport** with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:30 AM CST, July 22, 2014. Bids will be opened at that time.

Specifications and plans are available for download at no cost. Documents can be obtained from Garver website at <ftp://ftp.garverusa.com/>. Username: BPT_RW1634 Password: BPT2BIDDER

A Pre-Bid Conference will be held on Tuesday, July 8, 2014, at 2:30 PM CDT. The conference will be held in the Jack Brooks Regional Airport Commercial Terminal Media Room, 6000 Air Line Dr. Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

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

All bidders and proposers shall make good faith efforts, as defined by Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 15.88% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Jefferson County reserves the right to reject any or all bids, to waive irregularities in the bids and bidding deemed to be in the best interests of Jefferson County, and to reject nonconforming, nonresponsive, or conditional bids. Bids will remain in effect for **ninety (90) calendar days** after the bid opening date.

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent, at 409-835-8693.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	Runway 16/34 Rehabilitation at Jack Brooks Regional Airport
BID NO:	14-027/KJS
DUE DATE/TIME:	July 22, 2014/11:00 AM CST
MAIL OR DELIVER TO:	Jefferson County Purchasing Division
	1149 Pearl Street, 1st Floor
	Beaumont, Texas 77701

Sincerely,

Deborah L. Clark
Purchasing Agent



GRIFFITH MOSELEY JOHNSON & ASSOCIATES

June 10, 2014

Jefferson County
Deb Syphrett-Clark
1149 Pearl Street
Beaumont, Texas 77701

RE: GRANT ADMINISTRATION SERVICES FOR TDA's COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CHEEK PHASE IV

Dear Ms. Clark:

I am pleased to submit the enclosed proposal for grant administration services in response to the County's RFQ on the above-referenced project. We are committed to excellence and are fully prepared to execute the scope of work.

GMJ has worked closely with the County over the past two years in the development and implementation of the Cheek Phase III project. Having drafted the application for Cheek Phase IV, our staff is familiar with the County's sewer improvement needs and has developed an excellent working relationship with staff.

We look forward to working with the city staff on this important project. Please contact Vivian Ballou at 409-719-7657 or by e-mail at vballou@carlgriffith.com if we can provide any additional information to aid in your consideration of this proposal.

Best Regards,

A handwritten signature in blue ink, appearing to read "John Johnson".

John Johnson
Vice President and General Counsel

Introduction

Griffith, Moseley, Johnson & Associates (GMJ), formerly Carl R. Griffith & Associates, Inc., is pleased to offer this Statement of Qualifications in response to Jefferson County's Request for Statements of Qualifications for Grant Administration and Management services.

GMJ is a multi-faceted consulting firm serving clients in business, industry and government in the following practice areas:

- government relations
- economic development
- business development
- regulatory affairs
- criminal justice
- homeland security
- disaster preparedness and recovery
- program management
- policy advocacy
- grant planning and proposal development
- grant administration

GMJ has assembled a team of experts in their respective fields with decades of experience in public service at the local, state and federal levels, along with veterans of business, industry and the non-profit sector. Our grants practice has the ability to tap resources from across the firm's practice areas, as needed.

With our principal places of business in Jefferson County, GMJ is uniquely qualified to provide Jefferson County with local, hands-on Grant Writing, Grant Program Administration, Management and Planning services and superior customer service.

Experience

GMJ's principals and key staff have decades of experience in researching, writing and managing state and federal grants. Some of our more recent grants have come from the following agencies:

- HUD/CDBG
- Department of Justice
- DOJ/Governor's Criminal Justice Division
- Texas General Land Office
- FEMA/Governor's Division of Emergency Management
- Department of Commerce Economic Development Administration
- Department of Labor-Workforce Solutions Southeast Texas
- Department of Energy-Texas Comptroller of Public Accounts
- Department of Transportation
- Department of Agriculture

(See list of representative projects and clients, below)

These grants have ranged from a \$23,000 energy efficiency upgrade grant for a small community to multi-million dollar, multi-year disaster recovery grants.

**Jefferson County, Texas • Grant Administration and Management
Cheek Phase IV**

Developing a competitive grant application requires a clear understanding of the program and application requirements. Developing a winning application, particularly in a competitive context, requires the ability to both tell a story and make a compelling case for funding. In one recent case, a client made application for federal funding for a much-needed project. The application was technically complete but did not receive funding. The client sought our assistance and the GMJ team not only introduced a narrative that made a strong case, but arranged for and accompanied the client to make the case in person to the grant-making entity. The grant was funded. Because an in-person presentation isn't always an option, GMJ places great emphasis on—and excels at—telling the story.

GMJ recently identified two Department of Labor grant opportunities as part of our ongoing routine grant research. We coordinated a coalition of local community partners which, in addition to Workforce Solutions, included cities, the county, law enforcement, the courts, juvenile and adult probation, mental health and social service organizations, churches and other faith-based organizations. Within less than a month and with all of the partners stepping up to the plate, including Jefferson County, we were able to prepare and submit two competitive applications.

Even as these applications were in the final preparation phase, GMJ was asked by a separate coalition to develop a Department of Justice grant. With an application deadline less than two weeks away, GMJ called upon many of the same community partners to contribute to the DOJ grant. In the end, the coalition submitted three competitive applications with less than a month's lead time.

After the applications were submitted, one of the key community partners commented that whether the grants get funded or not, the coalition that we pulled together can and should form the framework for future collaborations to address communitywide issues.

We understand the County's interest is primarily in the area of managing state-funded local public works construction projects, such as Community Development Block Grant program grants, either through the HUD Entitlement/ Small Cities or the Texas Community Development Program. The GMJ team has extensive experience in this arena and would welcome the opportunity to manage the County's program. As indicated above, in addition to our experience with HUD and CDBG/TCDP, the GMJ team brings decades of experience across the range of state and federal grant-making entities and stands ready to assist the County in these areas, as well.

Scope of Work

The RFQ requires that the Statement of Qualifications encompass all project-related Administrative and Management Services, including, but not limited to, the following:

GRANT PROGRAM ADMINISTRATION AND MANAGEMENT

All grant administration services performed will conform to the guidance documents provided by TDA and will utilize forms provided by the TDA. GMJ staff members are experienced in all 4 areas: Financial Duties, Acquisition Duties, General Administrative Duties and Labor Duties.

- **Financial Duties:** GMJ will assist the grant recipient's staff in establishing and maintaining financial processes. This includes preparation and submission of financial start-up forms, establishing bank account, signatory authority will ensure that the appropriate forms are submitted in a timely manner, including designated depository/authorized signature, direct deposit authorization, transaction register, drawdown documentation, audit reports.
- **Environmental clearance procedures:** GMJ will ensure that all environmental clearances are achieved prior to the expenditure of funds or the start of construction. This will be achieved by the development of an ERR and the submission of the required TDA forms and publications.
- **Equal Employment opportunity/Section 504 requirements:** The city's current EEOC and Section 504 policies will be reviewed and adhered to. GMJ staff will monitor to ensure that the contractors follow the appropriate EEO and Section 3 policies as well as assist the city with any complaints filed.
- **Acquisition Duties:** If a project involves acquisition, rehabilitation or demolition of real property, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) will apply.
- GMJ staff members have extensive experience in federally funded acquisition. Compliance with acquisition requirements is a critical component of a properly-managed program. GMJ will ensure that the grant recipient's program is in full compliance with federal acquisition requirements.
- **Contract Close-out assistance:** Staff will assist with the submission of the necessary close out reports and ensure that the files and records are ready for audit at all times.
- **General Administrative Duties:** GMJ is very familiar with CDBG reporting requirements and is prepared to ensure the applicant's reporting meets all applicable requirements. GMJ will ensure that quarterly reports, financial interest reports, certificates of construction completion, final wage compliance reports and all other required reports are submitted in a timely manner and are retained by the community for future review.
- **Labor Duties:** Members of the GMJ team have served as LSO on many federally-funded projects. LSO duties include ensuring that wage rate determinations are requested, reviewing of bids for DBRA compliance, submitting the 10-day call confirmation letter, and others. These duties will be carried out by experienced staff members. Staff will also make site visits, perform interviews, coordinate with contractors and sub-contractors, and satisfy all other labor standards officer requirements.
- **Affirmatively Furthering Fair Housing:** GMJ staff will ensure that the city is always in compliance with Fair Housing activities and regulations.
- **Conduct required review(s).**

GMJ will participate and cooperate in any required reviews of the County's grant program and will, through its ongoing internal quality assurance processes ensure the County's files are review-ready at all times.

- **Coordinate with funding agencies.**

GMJ will strive to establish open channels of communication with the staff of funding agencies to ensure the County receives up-to-date information on its program. GMJ's goal is to administer a

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program in such a way as to instill a high level confidence in both the client and the grant-making organization that we are seen as the provider of choice. We have worked hard to establish and maintain precisely those kinds of relationships with staff of TDRA, TDHCA, Governor's DEM and other entities.

- **Develop and administer agency contracts.**

Successful program management requires a clear understanding of agency contracts. GMJ's standard procedure in grant administration is to develop a calendar of key dates, sequences, milestones and reporting requirements and to coordinate with engineers/architects, contractors and other parties to ensure compliance with grant requirements.

For example, a typical HUD project will require a thorough understanding of federal procurement procedures, environmental review requirements, fair housing/EEO

- **Request, track, and manage program funds in compliance with program guidelines.**

GMJ's staff will coordinate with the County's financial staff to ensure appropriate tracking and reporting on expenditures of grant funds in full compliance with grant requirements and County policy.

- **Develop required public record systems.**

It is critical that records associated with the expenditure of grant funds be maintained in full compliance with all applicable statutes and regulations. GMJ will develop and maintain redundant files, with a complete set on-site at a location designated by the County, a second complete set in GMJ's offices and an electronic back-up set off-site. GMJ has a thorough understanding of record-keeping requirements of HUD and other federal agencies.

- **Ensure compliance with Uniform Relocation Act.**

The Uniform Relocation Act creates protections for persons displaced from their homes, business or farms as a result of federally-funded acquisition of real property. The URA frequently comes into play in HUD projects, but it applies to any federally-funded project with an acquisition component. Most recently, GMJ managed a pre-disaster mitigation project funded by FEMA/Governor's DEM that involved the acquisition of flood-prone residential properties. The URA was a critical requirement of that project, which was recently closed out following a favorable audit. GMJ has a firm understanding of the URA's requirements.

- **Advise and manage any required technical services or criteria.**

Many grant-making entities have well-established technical requirements and GMJ is familiar with them, particularly HUD programs. GMJ is prepared to provide the County with technical assistance as required in executing its program.

- **Develop appropriate agency reports, schedules, and certifications.**

Every grant has unique reporting requirements. GMJ is well-acquainted with those requirements and is prepared to ensure the County's reporting meets or exceeds agency requirements.

- **Coordinate and conduct any required public input.**

Public input is an important part of many state- and federally-funded projects. The comment-and-review process is an opportunity to engage the interested public, to receive feedback and to refine and improve a project to address public concerns. GMJ is prepared to ensure public input processes that comply with program requirements.

- **Develop annual and close-out submissions.**

Timely submission of periodic reports and close-out documents is key to the continued effectiveness of the County's program. Failure to comply with such requirements can place future funding at risk. GMJ has processes in place to ensure the County meets all reporting requirements in a timely manner.

GRANT WRITING SERVICES

- **Review existing project information, background data and other information available to develop a complete application for the County's program.**

GMJ would propose to meet with County Officials and key staff to acquire a clear understanding of both immediate and long-term priorities, including existing projects and future needs. This will enable GMJ to develop a proposed plan to pursue funding from as many grant-making entities as possible.

- **Provide recommendations on content and approach in the applicable funding applications.**

In the case of formula grants, funding levels are pre-determined and application preparation is a technical exercise. In competitive or discretionary grants, however, it is critical that the application stands out from the pack in making the case for funding. Just as the County has funding priorities, grant-making entities also have funding priorities. The successful application will address those priorities in clear and compelling terms. GMJ has a proven record of success in this area.

- **Advise County on the mixing and leveraging of funds (if any).**

We recognize the County's commitment to responsible stewardship of the taxpayer dollar and will work with County staff and officials to develop strategies for leveraging County funds (and other resources) to maximize grant funding. In some cases, when allowed by the grant, it may be advantageous to utilize County staff as force account labor. For example, in one recent bridge project, the client county had the opportunity to utilize County road and bridge staff to pave the roadway approaches to the bridge. The County ultimately elected to contract the project, but having the flexibility to utilize staff and equipment in this manner can have a positive budgetary impact. It may also be possible in some cases to use funding from different sources to satisfy local match requirements. GMJ will always be alert to opportunities for such efficiencies.

- **Identify needs for application enhancement or backup documentation.**

Members of the GMJ team have decades of experience in all aspects of grant administration and management, from application to close-out. We understand the application process as well as reporting and compliance requirements and are able to guide our client in developing strong applications with appropriate supporting documentation. In the rare instance that a grant-making entity has sought back-up documentation, we have been able to assist our clients in meeting those requirements.

- **Write complete application for comment by County staff for use in requesting funds.**

Development of a high-quality application is typically an iterative process; that is, it begins with an understanding of the client's objectives and involves one or more drafts with opportunities for feedback and refinement at each stage until the GMJ team and the client agree that the application makes the best case possible for funding. Alternatively, GMJ is prepared to put together applications and submit them for comment and revision by staff and officials.

- **Provide technical assistance to County staff in follow-up to application submittals.**

GMJ will work closely with County staff following submission of applications to ensure any follow-on technical requirements are addressed.

Key Personnel

THE HON. CARL R. GRIFFITH, JR.

M.Ed. – Education (guidance & counseling), Lamar University
B.S. - Criminal Justice, Lamar University
A.S. - Law Enforcement, Lamar University

Following a 30-year career in public service, which concluded with a 10-year tenure as Jefferson County Judge, Judge Griffith established Carl R. Griffith & Associates, Inc. (GMJ), a multi-faceted consulting firm representing clients in business, industry and government. As County Judge, he built partnership between petrochemical industry leaders, local officials, state regulators, and environmental advocacy groups to gain substantial emission reductions and secure an expedited State Implementation Plan. As the County's emergency management official, he promoted a regional approach to emergency management and led the region's recovery following Hurricane Rita. He managed the County's state and federal legislative program, with key successes in defending regional water interests and securing funding for coastal erosion response. He created the Texas Public Power Pool, an electricity aggregator delivering electricity to a number of Texas local government entities at substantial savings. He also overhauled the County's employee benefits program and reduced the cost of employee health insurance coverage with the creation of an in-house Employee Health Department and creation of a Risk Management Department. Prior to his service as County Judge, Judge Griffith served eight years as Sheriff. As the county's chief law enforcement officer, he developed innovative solutions to the public safety challenges confronting the community. His Positive Production program was recognized by the Texas Attorney General, the Governor and the U.S. Attorney General as a model in innovative corrections. He is a former Chair of the Texas Commission on Law Enforcement Officer Standards & Education and was a board member of the Texas Environmental Research Consortium.

JOHN B. JOHNSON

B.A. – History/Philosophy, Lamar University
M.P.A. – Public Administration, Lamar University
J.D. – Law, South Texas College of Law
M.A. studies – Homeland Security, Naval Postgraduate School

Mr. Johnson has broad-based experience in the areas of public policy, economic development, emergency management/ homeland security, public safety and grant administration. A partner in the firm, Mr. Johnson had a 25-year career in public service, which concluded as attorney and principal advisor to Judge Griffith. During his public sector career, he managed the County's economic development program, negotiating incentives and contracts for multi-million dollar industrial expansion projects. He has written and managed grants from the U.S. Department of Commerce Economic Development Administration, Texas Department of Housing and Community Affairs/Office of Rural Community Affairs, FEMA/Governor's Division of Emergency Management, Texas Workforce Commission, U.S. Department of Homeland Security, Texas Comptroller of Public Accounts/U.S. Department of Energy, U.S. Department of Transportation, U.S. Department of Justice, U.S. Department of Agriculture and Texas Workforce Commission. He is currently overseeing management of disaster recovery grants related to Hurricane Ike recovery, as well as grants from the EDA and U.S. Department of Transportation. Mr. Johnson teamed with colleagues in the region in 2004 to challenge the State of Texas' distribution of homeland security funding. The team proposed a new formula based on population density and risk factors, which was adopted statewide and led to receipt of the 2005 Innovation Award from the National Association of Development Organizations.

VIVIAN BALLOU

A.S. – Business Administration, Lamar State College Pt. Arthur
B.B.A. ., – Business Administration, Lamar University
M.B.A. studies – Business Administration, Lamar University

Ms. Ballou joined GMJ in 2009 following a 20-year public sector career in housing, human services and community development. Early in her career, she served as the housing programs administrator for the City of Port Arthur where she administered affordable housing programs, developed program guidelines and policies, funded and monitored non-profit agencies, wrote federal grant applications and monitored multi-million dollar budgets. She later served as deputy executive director of the Beaumont Housing Authority where she managed day-to-day operations, including 200 scattered sites and 900 public housing units, as well as design and rehabilitation of multi-family units and oversight of four divisions, including property services, resident

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empowerment, property development and security. In her most recent position before joining GMJ, Ms. Ballou served as the executive director of the Housing and Human Services Department for the city of Irving, Texas, where she was responsible for overall operation of the department. She administered a \$25 million budget including CDBG, HOME, ADDI and ESG. She was responsible for writing grant applications and funding community development projects, negotiating real estate and consultant contracts. In this position, she also served as vice president of the Irving Housing Finance Corporation, which she helped form. In that role she developed and implemented financial procedures to expedite real estate transactions, acquired, rehabilitated and constructed affordable housing and developed a foreclosure purchase program for resale to qualified buyers. Since joining GMJ, Ms. Ballou has written successful grant applications on behalf of the firm's clients and been responsible for all aspects of grant administration for complex state and federal grants.

Person to Contact

If we may provide any additional information to aid in consideration of this Statement of Qualifications, please contact:

Vivian Ballou, Grants Administrator
Griffith, Moseley, Johnson and Associates
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642
409-719-7657 • 409-722-5101 (facsimile)
vballou@carlgriffith.com

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GMJ Project Experience

Project Name/Location	Client/Contact	Scope of Responsibility
Hurricane Ike Debris Removal and Construction of Detention Pond Grant amount: \$12,011,743.00 Sour Lake, Texas	Hardin County Judge Billy Caraway 409-246-5120	GMJ provided grant administration and planning services from procurement to project close-out on 8 phases of debris removal. GMJ requested and received a contract amendment that allowed the County to undertake 2 additional phases and the construction of a detention pond.
Hurricane Ike Round 1 Grant amount: \$14,672,740 Port Arthur, Texas	City of Port Arthur Mary Essex 409-983-8253	GMJ provide grant administration and planning services from procurement to project close-out on ten (10) infrastructure projects ranging from street improvements to flood and drainage
Hurricane Ike Round 2.2 Grant amount: \$4,280,683 Hardin County, Texas	Hardin County Judge Billy Caraway	GMJ provided grant administration and planning services from procurement to project close out on the installation of two (2) water facility generators, two (2) fire facilities generators, drainage improvements and the construction of a detention pond.
Hurricane Ike 2.2 Grant amount: \$389,610 Kountze, Texas	City of Kountze Rod Hutto, City Administrator	GMJ provided grant administration and planning services from procurement to project close out on the Deer Street improvement project.
Hurricane Ike 2.2 Grant amount: \$6,025,165 Anahuac, Texas	Chambers County Judge Sylvia	GMJ provided grant administration and planning services from procurement to project close out on the construction of a pump station and salt water barrier.
Hurricane Rita Debris Removal and Modifications to the Woodway Blvd. Bridge Grant amount: \$10,000,000.00 Hardin County, Texas	Hardin County Judge Billy Caraway 409-246-5120	GMJ provided grant administration and planning services from procurement to close-out for the completion 10 phases of debris removal.
Hurricane Rita Water, Waste Water and Drainage Improvements Grant amount: \$3,800,000.00 Bridge City, Texas	City of Bridge City Jerry Jones, City Manager 409- 735-6801	GMJ provided grant administration and planning services from application to close-out for the repair of an elevated water storage tank, repair to city's waste water treatment plant and addressed damaged storm drains and roadside ditches.
Historic Courthouse Energy Efficiency Building Automation Grant amount: \$115,153.00 Hardin County, Texas	Hardin County Judge Billy Caraway 409-246-5120	GMJ provided grant writing, administration and planning services from application to current status of SECO- Energy Efficiency and Conservation Block Grant (installation of building HVAC automation system)
Grant Writer Grant amount: TBD Port Arthur, Texas	Texas Workforce Solutions Marilyn Smith 409-719-4750	GMJ has been selected by Workforce Solutions to provide grant writing services in fiscal year 2011-2012.
Grant Administration Grant amount: \$1,000,000.00 Port Arthur, Texas	City of Port Arthur Rebecca Underhill 409-983-8150	GMJ provides grant administration services for the city's EDA grant.
Historic Courthouse Installation of Energy Efficient HVAC System Grant amount: \$70,000.00 Midland, Texas	Midland County Judge Bradford 432-688-4310	GMJ provides grant writing, administration and planning services from application to current status of SECO- Energy Efficiency and Conservation Block Grant. Funds will be utilized to modify the courthouse's HVAC system.

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Project Name/Location	Client/Contact	Scope of Responsibility
Acquisition and Installation of 20 ton crane Grant amount: \$525,000.00 Port Arthur, Texas	Vessel Repair Ron Moerbe 409-962-1302	GMJ provided grant writing, administration and planning services from application to current status of Vessel Repair's Dept. of Transportation Maritime Administration Grant.
Acquisition of Fire Trucks and Equipment Grant requested: \$1,000,000.00 Winnie, Texas	Chamber County Emergency Services District (Winnie- Stowell Volunteer Fire Department) Chief Bettis	GMJ provided grant writing and administration services for the acquisition of 2 tankers, 1 pumper and miscellaneous safety equipment. Multiple Texas Forest Service and FEMA grants still pending funding.
Grant Writer Grant amount: Grant canceled due to federal funding cuts Port Arthur, Texas	Jefferson County Justice Coalition John Ross Assistant United States Attorney PSN/Anti-Gang Coordinator Eastern District of Texas (409) 981-7946	GMJ provided grant research and drafting services to the Coalition (City of Port Arthur, Jefferson County Probation and US Attorney's office and several nonprofit organizations/churches) for a Department of Justice- Youth Civic Justice and Adult Re-Entry grants.
Grant Writer Grant amount: \$14,000,000	City of Port Arthur Steve Fitzgibbons City Manager (409)983-8101	GMJ was part of the team, along with A&G, to develop the city's successful Clean Water State Revolving Fund application for improvements to the city's water system.
Grant Research, Writing and Administration Grant amount: TBD Sour Lake, Texas	City of Sour Lake Larry Saurage, City Manager 409-287-9573	GMJ has been selected by the city to provide all grant services for the upcoming year.

**CONTRACT RENEWAL FOR IFB 12-020/JW
TERM CONTRACT FOR FIRE SPRINKLER, FIRE PUMP, KITCHEN HOOD SUPPRESSION
AND HALON 1301 FIRE SUPPRESSION INSPECTION FOR JEFFERSON COUNTY**

The County entered into a contract with Firetrol Protection Systems, Inc. for one (1) year, from July 2, 2012 to July 1, 2013, 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 second additional one (1) year renewal from June 30, 2014 to June 29, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Firetrol Protection Systems, Inc.


(Name)

CONTRACT RENEWAL FOR RFP 10-002/KJS
TERM CONTRACT FOR EMERGENCY DISASTER ASSISTANCE RECOVERY
FOR JEFFERSON COUNTY

The County entered into a contract with Crowder Gulf for one (1) year, from August 2, 2010 to August 1, 2011, 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 July 30, 2014 to July 29, 2015.

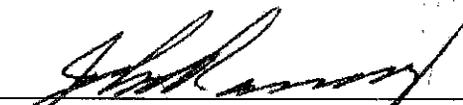
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
Crowder Gulf



(Name) John Ramsay, President

CONTRACT RENEWAL FOR RFP 10-002/KJS
TERM CONTRACT FOR EMERGENCY DISASTER ASSISTANCE RECOVERY
FOR JEFFERSON COUNTY

The County entered into a contract with DRC Emergency Services for one (1) year, from August 2, 2010 to August 1, 2011, 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 July 30, 2014 to July 29, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
DRC Emergency Services



(Name)



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Carroll & Blackman, Inc 3120 Fannin Street Beaumont, Texas 77701 Phone No.: 409-833-3363	Owner (Contractor Locally): Jefferson County 1149 Pearl Street Beaumont, Texas 77701 Phone No.: 409-835-8500	Contractor: MK Constructors 2485 N. Street Vidor, Texas 77662 Agreement Date: 11/12/13 Phone No.: 409-769-0089
Date: Project Code No.: P00939 Bld Package No.: 1	Contract For (Project Description): Drainage District No. 7 Ditch Improvement, Main "B" Diversion	GLO Contract No.: DRS010219 Change Order No.: 1

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	Add structural fill (1x3 rock), a 143 tons @ \$53.00/ton to be used only as needed and approved.		\$7,579
2	Electrical modifications, 1 Lump Sum @ \$8,410.		\$8,410.00
3	Overshot gate motor actuators, 1 Lump Sum @ \$2,896.		\$2,896.00

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$2,961,035.00	Original Contract Time: 200 working days
Previous Change Order(s): No. to No. \$0	Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$2,961,035.00	Contract Time Prior to this Change Order: 200 working days
Net Increase/Decrease of this Change Order: \$18,885.00	Net Increase/Decrease of this Change Order: 10 days
Contract Price With all Approved Change Orders: \$2,979,920.00	Contract Time With all Change Orders: 210 working days
Cumulative Percent Change in Contract Price (+/-): +0.64%	Grantee Contract End Date: (mm/dd/yy) 12 / 31 /15
Construction Contract Start Date: (mm/dd/yy) 12 / 02 /13	Construction Contract End Date: (mm/dd/yy) 01 / 15 /15

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.

RECOMMENDED:

By: [Signature]
ENGINEER

Date: 5 June 2014

APPROVED:

By: Jeff R. Branick
OWNER
Jefferson County Judge

Date: June 16, 2014

ACCEPTED:

By: [Signature]
CONTRACTOR

Date: 6.5.14

ATTEST _____
DATE _____

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 checked="" type="checkbox"/> Decrease	<input type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "No", explain: Change order is to cover items not anticipated in the original bid and found in field once construction began.			
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).



Calista Collins-Eaglin
Court Coordinator
Cynthia Jackson
Court Coordinator

LANGSTON SCOTT ADAMS, JUDGE
COUNTY COURT AT LAW NO. III
JEFFERSON COUNTY COURTHOUSE
1085 PEARL STREET
BEAUMONT, TEXAS 77701
(409) 835-8698
Website: co.jefferson.tx.us

Cayla Calamia
Court Reporter
Robert W. Compton
Bailiff

June 6, 2014

Patrick Swain
County Auditor

RE: Transfer of Money

Dear Patrick Swain,

I respectfully request a money transfer of \$800.00 from account #120-2053-412.50-21 Dues/Subscriptions to account #120-2053-412.30-78 Office Supplies to cover additional expenses for office supplies.

Thank you in advance for any consideration you give to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Langston Scott Adams", written over a horizontal line.

Judge Langston Scott Adams

cc: Commissioners Court, Jefferson County, TX



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

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 – Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everett Alfred, Pct # 4 *EA/nr*

Date: June 12, 2014

RE: Transfer Funds

Please transfer the following for additional cost of road materials:

To:
114-0402-431.30-16 (Chemicals and Sprays) 13,186.⁰⁰

From:

116-0609-452.30-16 (Chemicals, Sprays, Etc.)	\$1,500
116-0611-452.30-16 (Chemicals, Sprays, Etc.)	\$1,000
204-0000-431.30-01 (Lateral Road)	\$3,786
116-0609-452.30-01 (Asphalt)	\$2,000
116-0611-452.30-01 (Asphalt)	\$2,900
116-0611-452-30.79 (Crushed Stone)	\$1,000
116-0611-452.30-15 (Cement Concrete, Etc)	\$1,000

13,186

Thank you.

EA/nr

Consider and approve budget amendment for Road and Bridge # 4 for additional cost of road materials

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	172.00	394850	
WARREN'S DO-NUTS	57.39	394906	
			229.39**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	339.01	394765	
ENTERGY	758.81	394792	
MUNRO'S	62.90	394814	
SMART'S TRUCK & TRAILER, INC.	213.93	394835	
SOUTHEAST TEXAS WATER	14.00	394837	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	394853	
TRANTEX, INC.	272.50	394866	
A-1 MAIDA FENCE CO.	105.00	394871	
TEXAS CONFERENCE OF URBAN COUNTIES	390.00	394892	
HLAVINKA EQUIPMENT COMPANY	7.24	394921	
ATTABoy TERMITE & PEST CONTROL	30.00	394935	
			2,255.93**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	65.00	394747	
APPLIED INDUSTRIAL TECH	151.83	394757	
CHEMAX CORP.	484.20	394766	
CITY OF NEDERLAND	94.80	394771	
DELL MARKETING L.P.	1,172.93	394775	
ENTERGY	617.08	394792	
MUNRO'S	18.69	394814	
NOACK LOCKSMITH	18.00	394816	
RITTER @ HOME	3.49	394824	
AT&T	88.20	394838	
TRI-CON, INC.	7,165.20	394849	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	394853	
CDW COMPUTER CENTERS, INC.	356.82	394865	
KNIFE RIVER	99.64	394920	
INTERSTATE ALL BATTERY CENTER - BMT	111.95	394934	
ALLSERV OF TEXAS LLC	64.00	394953	
			10,590.95**
ROAD & BRIDGE PCT. # 3			
BAXTER OIL SERVICE, INC.	430.00	394756	
BEAUMONT TRACTOR COMPANY	111.04	394758	
C. JOHNNIE-ON-THE-SPOT	110.00	394764	
CITY OF PORT ARTHUR - WATER DEPT.	22.79	394769	
FARM & HOME SUPPLY	14.38	394780	
GULF COAST AUTOMOTIVE, INC.	32.17	394790	
ENTERGY	235.28	394792	
MUNRO'S	18.23	394814	
SEABREEZE CULVERT, INC.	348.00	394830	
SMART'S TRUCK & TRAILER, INC.	115.80	394835	
HOWARD'S AUTO SUPPLY	19.10	394863	
WALMART COMMUNITY BRC	84.63	394879	
LOWE'S HOME CENTERS, INC.	73.44	394890	
BARRON TIRE SERVICE	180.00	394956	
			1,794.86**
ROAD & BRIDGE PCT.#4			
RB EVERETT & COMPANY, INC.	230.25	394779	
ENTERGY	14.08	394792	
M&D SUPPLY	165.91	394810	
MUNRO'S	72.93	394814	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	394853	
SIERRA SPRING WATER CO. - BT	54.78	394884	
MARTIN PRODUCT SALES LLC	5,248.44	394914	
GALETON	120.99	394930	
ATTABoy TERMITE & PEST CONTROL	91.50	394935	
SAM'S CLUB DIRECT	363.45	394977	
PPG ARCHITECTURAL COATINGS	71.90	394993	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	76.45	395005	
			6,573.22**
ENGINEERING FUND			
VERIZON WIRELESS	247.87	394875	
			247.87**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	1,563.53	394792	
HARBOR FREIGHT TOOLS	96.66	394797	
LOWE'S HOME CENTERS, INC.	9.51	394890	
DRAGO SUPPLY	472.80	394940	
GENERAL FUND			2,142.50**
TAX OFFICE			
OFFICE DEPOT	253.28	394818	
UNITED STATES POSTAL SERVICE	1,163.05	394881	
UNITED STATES POSTAL SERVICE	7.46	394882	
LASER PRINTERS & MAILING SERVICES	75.00	394992	
COUNTY HUMAN RESOURCES			1,498.79*
SETHRA	65.00	394836	
CDW COMPUTER CENTERS, INC.	89.79	394865	
UNITED STATES POSTAL SERVICE	2.73	394881	
AUDITOR'S OFFICE			157.52*
OFFICE DEPOT	128.62	394818	
UNITED STATES POSTAL SERVICE	24.50	394881	
JEFFERSON COUNTY CREDIT CARDS	178.94	394944	
COUNTY CLERK			332.06*
UNITED STATES POSTAL SERVICE	468.76	394881	
UNITED STATES POSTAL SERVICE	49.90	394882	
UNIVERSITY OF TEXAS SCHOOL AT LAW	220.00	394923	
CANON FINANCIAL SERVICES INC	567.00	394989	
COUNTY JUDGE			1,305.66*
LAIROD DOWDEN, JR.	200.00	394776	
JAN GIROUARD & ASSOCIATES	600.00	394785	
KEVIN PAULA SEKALY PC	500.00	394831	
WILLIAM FORD DISHMAN	200.00	394997	
RISK MANAGEMENT			1,500.00*
UNITED STATES POSTAL SERVICE	2.51	394881	
COUNTY TREASURER			2.51*
UNITED STATES POSTAL SERVICE	297.01	394881	
PRINTING DEPARTMENT			297.01*
CIT TECHNOLOGY FINANCING SERVICE	499.00	394927	
PURCHASING DEPARTMENT			499.00*
UNITED STATES POSTAL SERVICE	4.47	394881	
GENERAL SERVICES			4.47*
B&L MAIL PRESORT SERVICE	1,723.94	394753	
CASH ADVANCE ACCOUNT	185.00	394806	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	394843	
TOWER COMMUNICATIONS, INC.	2,435.00	394878	
JEFFERSON COUNTY CREDIT CARDS	804.12	394944	
DYNAMEX INC	184.80	394999	
DATA PROCESSING			8,032.86*
ECP COMPUTERS	44.83	394739	
GRAYBAR ELECTRIC COMPANY, INC.	239.20	394788	
CDW COMPUTER CENTERS, INC.	9,973.98	394865	
SHI GOVERNMENT SOLUTIONS, INC.	8,520.00	394885	
SOLARWINDS.NET INC 730720	395.00	394886	
GLOBAL KNOWLEDGE TRAINING LLC	2,995.00	394925	

NAME	AMOUNT	CHECK NO.	TOTAL	
JEFFERSON COUNTY CREDIT CARDS	450.85	394944	22,618.86*	
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE	415.05	394881	415.05*	
ELECTIONS DEPARTMENT				
UNITED STATES POSTAL SERVICE	183.51	394881	455.69*	
CALVARY BAPTIST CHURCH	100.00	394902		
DATA ID SYSTEMS	172.18	394919		
DISTRICT ATTORNEY				
DELL MARKETING L.P.	1,919.65	394775	5,511.19*	
GT DISTRIBUTORS, INC.	57.75	394783		
MANNINGS SCHOOL SUPPLY	199.50	394811		
TRAVIS COUNTY DISTRICT CLERK	252.00	394847		
UNITED STATES POSTAL SERVICE	310.28	394881		
UNITED STATES POSTAL SERVICE	1.61	394882		
PHILLIP BABIN	429.10	394901		
KIMBERLY R. BROUSSARD	196.00	394929		
FILE & SERVE XPRESS LLC	10.00	394981		
KATHLEEN KENNEDY-LAMBERT	418.10	395018		
CHRISTINA L BICKHAM	1,717.20	395024		
DISTRICT CLERK				
OFFICE DEPOT	154.10	394818		2,785.54*
TEXAS DISTRICT & COUNTY ATTY ASSN.	78.00	394844		
CDW COMPUTER CENTERS, INC.	2,671.48	394865		
UNITED STATES POSTAL SERVICE	58.16	394881		
US POSTAL SERVICE	132.00	394887		
CRIMINAL DISTRICT COURT				
DONALD W. DUESLER & ASSOC.	8,334.00	394777	18,655.07*	
JIMMY D. HAMM	800.00	394796		
MIKE LAIRD, ATTORNEY AT LAW	800.00	394809		
OFFICE DEPOT	184.37	394818		
RICARDO VEGA	200.00	394851		
UNITED STATES POSTAL SERVICE	2.70	394881		
C. HADEN CRIBBS JR., PC	8,334.00	394966		
58TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	2.84	394881		2.84*
60TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	.81	394881	.81*	
136TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	4.47	394881	55.47*	
LEXIS-NEXIS	51.00	394883		
252ND DISTRICT COURT				
GAYLYN COOPER	800.00	394742	36,000.00	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	36,000.00	394755		
CASH ADVANCE ACCOUNT	793.93	394806		
BRACK JONES JR.	8,333.33	394859		
RONALD E. LANIER	1,775.00	394861		
JOHN D WEST	900.00	394872		
UNITED STATES POSTAL SERVICE	58.49	394881		
SHEIGH SUMMERLIN	8,333.33	394909		
SUMMER TANNER	142.40	394916		
KIMBERLY R. BROUSSARD	150.35	394929		
JAMES R. MAKIN, P.C.	2,847.53	394950		
SOUTHEAST TEXAS PSYCHIATRY PA	1,315.00	394957		
DOUG WARNE	124.32	394982		
CANON FINANCIAL SERVICES INC	249.00	394989		

NAME	AMOUNT	CHECK NO.	TOTAL
MATUSKA LAW FIRM	4,000.00	395010	65,822.68*
279TH DISTRICT COURT			
PHILLIP DOWDEN	75.00	394750	2,750.00*
ANITA F. PROVO	75.00	394822	
CHARLES ROJAS	500.00	394867	
KIMBERLY PHELAN, P.C.	300.00	394908	
JONATHAN L. STOVALL	650.00	394947	
BRYAN E MCEACHERN PC	500.00	395000	
MATUSKA LAW FIRM	150.00	395010	
TARA SHELANDER	500.00	395016	
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	394881	
JUDY PAASCH	2,233.33	394903	
JUSTICE COURT-PCT 1 PL 1			
CASH ADVANCE ACCOUNT	728.86	394806	780.53*
UNITED STATES POSTAL SERVICE	51.67	394881	
JUSTICE COURT-PCT 1 PL 2			
CDW COMPUTER CENTERS, INC.	535.94	394865	537.13*
UNITED STATES POSTAL SERVICE	1.19	394881	
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	47.40	394881	47.40*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	145.32	394818	525.91*
UNITED STATES POSTAL SERVICE	380.59	394882	
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	110.56	394818	156.37*
UNITED STATES POSTAL SERVICE	.81	394881	
LEXIS-NEXIS	45.00	394883	
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	300.00	394745	2,073.44*
DAVID W BARLOW	250.00	394754	
DONALD BOUDREAUX	500.00	394763	
MIKE CICHOWSKI	250.00	394767	
LAIRON DOWDEN, JR.	250.00	394776	
UNITED STATES POSTAL SERVICE	23.44	394881	
LAURIE PEROZZO	250.00	394937	
BRIDGETTE L WILLIAMS	250.00	395008	
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	250.00	394763	
TERRENCE HOLMES	250.00	394800	
NATHAN REYNOLDS, JR.	300.00	394823	
UNITED STATES POSTAL SERVICE	26.80	394881	
THE PARKER LAW FIRM	250.00	394939	
C. HADEN CRIBBS JR., PC	250.00	394965	
COURT MASTER			
JUDGE LARRY GIST	3,134.90	394784	3,136.00*
UNITED STATES POSTAL SERVICE	1.10	394881	
MEDIATION CENTER			
FAST SIGNS, INC.	79.06	394781	
MARKET BASKET	421.38	394812	
OFFICE DEPOT	32.84	394818	

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	43.70	394837	
TRI-CITY COFFEE SERVICE	26.55	394850	
UNITED STATES POSTAL SERVICE	4.06	394881	
KARA HAWTHORN	74.86	394952	
			682.45*
SHERIFF'S DEPARTMENT			
AIRBORNE LAW ENFORCEMENT ASSN.	225.00	394741	
AIR COMFORT, INC.	85.73	394743	
CITY OF NEDERLAND	48.80	394771	
ENTERGY	1,166.29	394792	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	649.00	394803	
NATIONAL NARCOTICS DECT. DOG ASSN.	55.00	394815	
OFFICE DEPOT	392.68	394818	
AT&T	117.80	394838	
UNITED STATES POSTAL SERVICE	1,200.52	394881	
FIVE STAR FEED	73.58	394898	
CODE BLUE	588.00	394900	
RITA HURT	550.00	394963	
			5,152.40*
CRIME LABORATORY			
OFFICE DEPOT	295.25	394818	
SANITARY SUPPLY, INC.	170.84	394828	
HENRY SCHEIN, INC.	261.40	394829	
SOUTHEAST TEXAS WATER	79.90	394837	
WASTE MGT. GOLDEN TRIANGLE, INC.	195.00	394853	
ALCOHOL TESTING ALLIANCE	300.00	394893	
LEE BIOSOLUTIONS INC	430.00	394983	
BRANDY HENLEY	309.43	395017	
			2,041.82*
JAIL - NO. 2			
BINSWANGER GLASS CO.	136.80	394761	
CITY OF BEAUMONT - WATER DEPT.	16.00	394768	
W.W. GRAINGER, INC.	428.65	394787	
ENTERGY	122.67	394792	
HERNANDEZ OFFICE SUPPLY, INC.	806.61	394798	
HERTZ CORPORATION	78.23	394799	
JACKSON-HIRSH, INC.	426.96	394802	
JACK BROOKS REGIONAL AIRPORT	2,111.80	394805	
KOMMERCIAL KITCHENS	32.99	394808	
M&D SUPPLY	115.30	394810	
OFFICE DEPOT	145.99	394818	
PETTY CASH - SHERIFF'S OFFICE	384.00	394819	
SAM HOUSTON STATE UNIVERSITY	1,575.00	394827	
SANITARY SUPPLY, INC.	2,122.22	394828	
SHERWIN-WILLIAMS	157.31	394834	
TIBH INDUSTRIES, INC.	3,991.02	394841	
TEXAS JAIL ASSOCIATION	1,350.00	394845	
TEXAS JAIL ASSOCIATION	30.00	394846	
TRIANGLE WATER CO., INC.	23.40	394848	
CDW COMPUTER CENTERS, INC.	160.06	394865	
LOWE'S HOME CENTERS, INC.	404.29	394890	
TEXAS GAS SERVICE	491.96	394896	
BELT SOURCE	151.92	394911	
FIVE STAR CORRECTIONAL SERVICE	53,535.00	394941	
EPIC CARD SERVICES LLC	515.00	394972	
CONSTELLATION NEWENERGY - GAS DIVIS	4,288.06	394985	
CONMED INC	3,022.40	394986	
FROGWASH PRESSURE WASHING	800.00	394991	
KROPP HOLDINGS INC	1,373.77	394994	
			78,797.41*
JUVENILE PROBATION DEPT.			
BECKER PRINTING COMPANY, INC.	2,533.00	394759	
J WALTER BORDAGES JR PHD	690.00	394762	
FED EX	120.65	394782	
EDWARD B. GRIPON, M.D., P.A.	1,625.00	394789	
UNITED STATES POSTAL SERVICE	12.51	394881	
WILBERT PIERRE	57.12	394971	
			5,038.28*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	394853	
BROTHERS PRODUCE	93.04	394962	
CONSTABLE PCT 1			523.25*
OFFICE DEPOT	219.24	394818	
SAM HOUSTON STATE UNIVERSITY	75.00	394826	
UNITED STATES POSTAL SERVICE	78.92	394881	
LEXISNEXIS MATTHEW BENDER	136.80	394891	
CONSTABLE-PCT 4			509.96*
CASH ADVANCE ACCOUNT	301.09	394806	
OFFICE DEPOT	288.42	394818	
CONSTABLE-PCT 6			589.51*
CASH ADVANCE ACCOUNT	685.18	394806	
UNITED STATES POSTAL SERVICE	11.75	394881	
CODE BLUE	303.00	394900	
COUNTY MORGUE			999.93*
FMMS HOLDINGS OF TEXAS LLC	54,400.00	394969	
AGRICULTURE EXTENSION SVC			54,400.00*
TAE - 4HA	175.00	394842	
UNITED STATES POSTAL SERVICE	77.14	394881	
M J EBELING	12.32	394980	
HEALTH AND WELFARE NO. 1			264.46*
CITY OF BEAUMONT	77.89	394749	
CLAYBAR FUNERAL HOME, INC.	1,968.00	394772	
ENTERGY	76.66	394795	
AUSTIN CECIL WALKES MD PA	2,932.58	394852	
CDW COMPUTER CENTERS, INC.	2,289.12	394865	
UNITED STATES POSTAL SERVICE	82.97	394881	
CENTERPOINT ENERGY RESOURCES CORP	36.44	394905	
HEALTH AND WELFARE NO. 2			7,463.66*
CITY OF PORT ARTHUR - WATER DEPT.	88.51	394770	
O.W. COLLINS APARTMENTS	196.05	394773	
PETTY CASH - S C WELFARE	14.50	394820	
AUSTIN CECIL WALKES MD PA	2,932.58	394852	
CDW COMPUTER CENTERS, INC.	2,289.12	394865	
UNITED STATES POSTAL SERVICE	272.77	394882	
NURSE PRACTITIONER			5,793.53*
PHYSICIAN SALES & SERVICE, INC.	588.99	394821	
CHILD WELFARE UNIT			588.99*
NOTARY PUBLIC UNDERWRITERS AGENCY	127.75	394869	
TARGET STORES DIVISION	180.64	394870	
J.C. PENNEY'S	497.65	394889	
KEYANA HAILEY PAYEE	50.00	394895	
TYMIR WILSON PAYEE	20.00	394912	
CHUMARI WILSON PAYEE	20.00	394913	
TAYLOR SAVOY PAYEE	50.00	394917	
TYLER SAVOY PAYEE	50.00	394918	
J'LYNN HENDRIX	20.00	394933	
SIDNEY SCYPION	20.00	394938	
JAYLISHA ARDOIN	20.00	394942	
DIAMOND DELFIERRO PAYEE	20.00	394948	
KRISTIN SIMONS PAYEE	20.00	394955	
ANTHONY DISOMBA PAYEE	20.00	394958	
AARON VINSON	20.00	394959	
CONNOR BELDEN	20.00	394960	
WILLIAM GILBERT	20.00	394961	

NAME	AMOUNT	CHECK NO.	TOTAL
ALYJAH HALEY	20.00	394964	
RHONDA PRUDHOMME	20.00	394967	
BETTY PRICE	20.00	394973	
LAFRONIA BATISTE	20.00	394974	
TOKEBA HUGHEY PAYEE	20.00	394975	
DE'ANDRE HUGHEY	20.00	394976	
MENOSHA MILES PAYEE	20.00	394978	
ROBIN FRANK PAYEE	20.00	394979	
ARIANNA HALEY	20.00	394987	
QUINN DIXON PAYEE	20.00	394988	
ERNESTO MIRANDA PAYEE	20.00	394995	
DAISY MIRELES PAYEE	20.00	394996	
TAMIA GOODMAN PAYEE	20.00	395001	
ABBIE BLANDFORD	20.00	395006	
ASHANTI M MCCRAY	20.00	395012	
FATIMA ZAVALA	20.00	395013	
AAYARRII CEASAR	20.00	395014	
TRELIN FARR	20.00	395015	
BELLE M HOBAN	15.00	395019	
CHASITY NOBLE	20.00	395020	
KHARIELL CEASAR	15.00	395021	
MYA NOBLE	20.00	395022	
MATTEO IBARRA PAYEE	15.00	395023	
ENVIRONMENTAL CONTROL			1,621.04*
JACKSON-HIRSH, INC.	101.74	394802	
CANON FINANCIAL SERVICES INC	214.00	394989	
INDIGENT MEDICAL SERVICES			315.74*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	394924	
MAINTENANCE-BEAUMONT			3,773.00*
AAA LOCK & SAFE	87.50	394738	
CITY OF BEAUMONT - LANDFILL	33.00	394751	
ECOLAB	209.95	394778	
W.W. GRAINGER, INC.	237.29	394787	
ENTERGY	7,564.17	394792	
M&D SUPPLY	74.90	394810	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,798.96	394853	
WOODWORKERS PARADISE	174.08	394862	
ATTABOY TERMITE & PEST CONTROL	477.54	394935	
JEFFERSON COUNTY CREDIT CARDS	271.00	394944	
EMERGENCY POWER SERVICE	3,070.62	394968	
TEXAS GENERAL LAND OFFICE SEMP	96.09	395004	
MAINTENANCE-PORT ARTHUR			14,095.10*
FAST SIGNS, INC.	12.00	394781	
ENTERGY	4,978.57	394792	
MAINTENANCE-MID COUNTY			4,990.57*
CITY OF NEDERLAND	30.35	394771	
ALL-PHASE ELECTRIC SUPPLY	341.00	394774	
ENTERGY	2,954.70	394792	
ACE IMAGEWEAR	27.91	394833	
WASTE MGT. GOLDEN TRIANGLE, INC.	151.62	394853	
W. JEFFERSON COUNTY M.W.D.	25.13	394854	
SERVICE CENTER			3,530.71*
ACTION AUTO GLASS	217.09	394744	
KAY ELECTRONICS, INC.	19.80	394807	
AT&T	58.80	394838	
VOYAGER FLEET SYSTEM, INC.	36,267.39	394897	
JEFFERSON COUNTY CREDIT CARDS	389.95	394944	
VETERANS SERVICE			36,953.03*
UNITED STATES POSTAL SERVICE	5.11	394881	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	8.67	394882	
			13.78*
			371,659.02**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	63.54	394747	
CITY OF NEDERLAND	49.05	394771	
W.W. GRAINGER, INC.	19.12	394787	
ENTERGY	553.05	394792	
JACK BROOKS REGIONAL AIRPORT	555.31	394805	
CASH ADVANCE ACCOUNT	785.52	394806	
MUNRO'S	98.95	394814	
SETZER HARDWARE, INC.	14.21	394832	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	394853	
WYLIE MANUFACTURING CO.	376.77	394857	
FASTENAL	24.60	394864	
THE REYNOLDS COMPANY	400.80	394931	
PARKER LUMBER	71.41	394943	
			3,091.45**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	280.65	394888	
JUDY PAASCH	50.00	394903	
			330.65**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	4,175.65	394891	
WOLTERS KLUWER LAW & BUSINESS	825.00	394951	
THOMSON REUTERS-WEST	2,327.37	394990	
			7,328.02**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	300.00	394944	
			300.00**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	58.95	394876	
			58.95**
GRT N MENTAL HEALTH SVCS			
SAGE PUBLICATIONS	212.95	394825	
CORNELL CORRECTIONS OF TEXAS	9,182.82	395009	
			9,395.77**
JUVENILE TJPC-A-2014-123			
BI INCORPORATED	462.50	394868	
VICTORIA COUNTY JUVENILE SERVICES	2,520.00	394926	
CLINICAL PATHOLOGY LABORATORIES INC	435.00	394949	
			3,417.50**
IV-E FOSTER CARE			
BECKER PRINTING COMPANY, INC.	634.60	394759	
			634.60**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,428.89	394804	
CASH ADVANCE ACCOUNT	1,817.45	394806	
OFFICE DEPOT	1,160.24	394818	
TIME WARNER COMMUNICATIONS	77.21	394840	
UNITED STATES POSTAL SERVICE	59.68	394881	
UNITED STATES POSTAL SERVICE	167.23	394882	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	394924	
JCCSC	674.00	394946	
PRINTMAILPRO.COM	711.11	394970	
			13,060.81**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	1,031.60	394760	
ECOLAB	82.95	394778	
GOLD CREST ELECTRIC CO., INC.	141.46	394786	
CASH ADVANCE ACCOUNT	566.82	394806	
M&D SUPPLY	65.03	394810	
MARKET BASKET	539.18	394812	

NAME	AMOUNT	CHECK NO.	TOTAL
KIM MCKINNEY, LPC, LMFT	280.00	394813	
SANITARY SUPPLY, INC.	1,002.88	394828	
SYSCO FOOD SERVICES, INC.	607.65	394839	
PETTY CASH - RESTITUTION I	129.99	394858	
OAK FARM DAIRY	458.33	394860	
TOWER COMMUNICATIONS, INC.	60.00	394878	
BEN E KEITH FOODS	666.90	394899	
CENTERPOINT ENERGY RESOURCES CORP	363.05	394904	
MELODY C ANTOON RN	860.00	394915	
ATTABOY TERMITE & PEST CONTROL	50.00	394935	
SAM'S CLUB DIRECT	59.88	394977	
			6,965.72**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	175.55	394806	
			175.55**
LAW OFFICER TRAINING GRT			
RITTER @ HOME	72.31	394824	
			72.31**
COUNTY RECORDS MANAGEMENT			
SHI GOVERNMENT SOLUTIONS, INC.	328.20	394885	
			328.20**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	78.50	394814	
AT&T	170.13	394838	
TRI-CITY COFFEE SERVICE	83.30	394850	
UNITED STATES POSTAL SERVICE	25.51	394881	
			357.44**
FBI FIRING RANGE REPAIR			
RITTER @ HOME	39.30	394824	
			39.30**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,643.00	394746	
COASTAL TANK & TESTING	9,747.05	394998	
SCS ENVIORNMENTAL CONSULTANTS INC	3,670.00	395011	
			15,060.05**
AIRPORT FUND			
AIRPORT LIGHTING COMPANY	644.20	394740	
FJORD AVIATION FUELING	155.43	394748	
ENTERGY	12,501.38	394793	
ENTERGY	2,276.62	394794	
J.K. CHEVROLET CO.	244.95	394801	
OFFICE DEPOT	171.12	394818	
SANITARY SUPPLY, INC.	59.90	394828	
AT&T	600.38	394838	
NEDERLAND HARDWARE SUPPLY	84.23	394855	
E. SULLIVAN ADVERTISING & DESIGN	5,574.00	394873	
LOWE'S HOME CENTERS, INC.	223.95	394890	
BELT SOURCE	18.53	394911	
PAX SUPPLY	91.02	394922	
ASCENT AVIATION GROUP INC	83,278.78	394928	
LAMAR ADVERTISING	540.00	394932	
INTERSTATE ALL BATTERY CENTER - BMT	28.72	394934	
UNIFIRST HOLDINGS INC	87.25	394936	
MOWERS TRACTORS INC	496.93	394954	
EMERGENCY POWER SERVICE	1,117.50	394968	
ADVANCE AUTO PARTS	299.57	394984	
AERO PERFORMANCE	193.42	395007	
			108,687.88**
SE TX EMP. BENEFIT POOL			
CHARLES L. WIGGINS	66.90	394856	
STANDARD INSURANCE COMPANY	18,384.91	394907	
RELIANCE STANDARD LIFE INSURANCE	5,518.66	394910	
GROUP ADMINISTRATIVE CONCEPTS INC	712.00	394945	
COMPASS PROFESSIONAL HEALTH SERVICE	6,290.00	395002	
SA BENEFITS SERVICES LLC	38,230.62	395003	
			69,203.09**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
AVIALL	27.47	394752	
AERO PRODUCTS	184.05	394894	
MARINE DIVISION			211.52**
ENTERGY	509.87	394792	
JACK BROOKS REGIONAL AIRPORT	83.75	394805	
AT&T	78.32	394838	
VERIZON WIRELESS	531.86	394874	
2009 PORT SECURITY ARRA			1,203.80**
ALLCO, INC.	23,607.19	394877	
SHERIFF-SPINDLETOP HEALTH			23,607.19**
CODE BLUE	1,175.00	394900	
			1,175.00**
			659,598.54***

**AGENDA ITEM****June 16, 2014**

Consider and possibly approve an amended Resolution regarding the purchase of service firearms by retired County Peace Officers pursuant to Chapter 613.002, 614.051 and 614.053, Texas Government Code.



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

June 10, 2014

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of May 31, 2014, including interest earnings.

The weighted average yield to maturity on the County's investments is .895%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on May 31, 2014 was .04% and the interest on your checking accounts for the month of May was .180%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda June 16, 2014, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for May, 2014,
 including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END MAY 31, 2014 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXPR YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
POOLED CASH ACCOUNT	01-May-14		\$7,659.05		100	0.150%	31-May-14	NONE	31	31	7580310386	WELLS FARGO	\$7,659.05			\$7,659.05
Cds and Securities																
FHLMC .85%	30-Dec-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	30-Dec-16	30-Jun-14	944	1096	3134G4QW1	COASTAL SECURITIES	\$2,000,800.00	\$100.04	\$7,130.56	\$0.00	\$2,007,930.56
FHLMC .50%	28-Jan-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	28-Jan-16	28-Jan-15	607	1095	3134G34B3	MORGAN STANLEY	\$2,004,200.00	\$100.21	\$3,416.67	\$10,000.00	\$2,007,616.67
FHLMC .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	751	1096	313383ED9	COASTAL SECURITIES	\$1,996,600.00	\$99.78	\$4,472.22	\$5,000.00	\$2,000,072.22
FHLMC 1.0%	22-Jul-13	\$2,000,000.00	\$2,000,000.00	100	1.000%	22-Jul-16	22-Jul-14	783	1096	3134G4BY3	COASTAL SECURITIES	\$2,002,200.00	\$100.11	\$7,166.67	\$10,000.00	\$2,009,366.67
FHLMC 0.90%	20-Mar-14	\$2,000,000.00	\$2,000,000.00	100	0.900%	20-Mar-17	20-Jun-14	1024	1096	3134G4WH7	WELLS SECURITIES	\$1,994,600.00	\$99.73	\$3,550.00	\$0.00	\$1,998,150.00
FHLMC 1.0%	27-Mar-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	27-Mar-17	27-Jun-14	1031	1096	3134G4XX1	COASTAL SECURITIES	\$2,001,000.00	\$100.05	\$3,555.56	\$0.00	\$2,004,555.56
FHLMC 1.0%	13-Feb-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	13-Feb-17	13-Aug-14	989	1096	3130A0QX1	COASTAL SECURITIES	\$2,003,400.00	\$100.17	\$6,000.00	\$0.00	\$2,009,400.00
FHLMC 1.10%	19-May-14	\$2,000,000.00	\$2,000,000.00	100	1.100%	19-May-17	19-Aug-14	1084	1096	3130A1T40	WELLS SECURITIES	\$2,002,800.00	\$100.14	\$733.33	\$0.00	\$2,003,533.33
FHLMC 1.0%	10-Apr-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	10-Apr-17	10-Jul-14	1045	1096	3134G4YG7	WELLS SECURITIES	\$1,998,600.00	\$99.93	\$2,833.33	\$0.00	\$2,001,433.33
FHLMC 1.125%	17-Apr-14	\$2,000,000.00	\$2,000,000.00	100	1.125%	17-Apr-17	17-Jul-14	1052	1096	3130A1GE2	COASTAL SECURITIES	\$2,002,600.00	\$100.13	\$2,812.50	\$0.00	\$2,005,412.50
ICD-Sovereign Bk. 75%* *(Investment CD's)	29-Aug-12	\$248,000.00	\$248,000.00	100	0.750%	29-Aug-14	None	90	730	84603M2L9	WELLS SECURITIES	\$248,000.00	\$100.00	\$473.92	\$2,797.64	\$248,473.92
														\$42,144.76		
INVESTMENT ACCT		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE		WEIGHTED AVG.	MATURITY			TOTAL MARKET VALUE				TOTAL BOOK VALUE
		\$7,659.05	\$7,659.05		0.895%	0.599%		920	DAYS			\$20,253,800.00				\$20,303,603.81
CDS and Securities		\$20,249,000.00	\$20,249,000.00									\$20,261,459.05				
TOTALS ALL ACCTS:		\$20,256,659.05	\$20,256,659.05									\$20,261,459.05				\$20,303,603.81
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF MAY 31, 2014																
<p>This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.</p> <p style="text-align: right;"><i>Tom Finckes</i> Tom Finckes, Jefferson County Investment Officer</p>																
MARKET VALUE OF PLEDGE SECURITIES																
BALANCE IN ALL ACCOUNTS:																
OVER OR (UNDER) AMOUNT:																
\$138,464,022.64																
\$107,633,767.09																
\$30,830,255.55																
128.64%																

MAY 2014, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS
POOLED CASH ACCOUNT											
INVESTMENT ACCT	01-May-14	\$7,659.05	\$7,659.05		0.150%	31-May-14		31	7580310386	WELLS FARGO	\$0.88
FHLB 1.05%	14-Feb-14	\$2,000,000.00	\$2,000,000.00	100	1.050%	14-Feb-17	14-May-14	1096	3130A0QF0	MORGAN STANLEY	\$5,250.00
											CALLED
CHECKING INTEREST											
POOLED CASH ACCT					0.180%					WELLS FARGO	\$14,101.11
OTHER COUNTY ACCTS					0.180%					WELLS FARGO	\$1,232.58
TAX LICENSE ACCT					0.180%					WELLS FARGO	\$125.22
TOTAL		\$2,007,659.05	\$2,007,659.05								\$20,709.79
											\$20,709.79

FISCAL YEAR 2013-2014			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.04%	\$17,637.25	0.210%
NOVEMBER	0.06%	\$11,889.08	0.190%
DECEMBER	0.07%	\$23,519.15	0.192%
JANUARY	0.05%	\$44,130.46	0.190%
FEBRUARY	0.05%	\$29,905.27	0.188%
MARCH	0.04%	\$28,348.06	0.188%
APRIL	0.03%	\$25,370.53	0.180%
MAY	0.04%	\$20,709.79	0.180%
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 201,509.59	



Joleen E. Fregia
 Chief Deputy
 e-mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 e-mail
tfunchess@co.jefferson.tx.us

June 12, 2014

Judge Jeff R. Branick
 County Commissioners
 Jefferson County
 Beaumont, TX 77701

Dear Judge and Commissioners:

Wells Fargo Bank is requesting release of the excess collateral pledged to the funds of Jefferson County and the Jefferson County District and County Clerks Trust funds, through the Bank of New York-Mellon Trust Company.

Currently we have collateral in place totaling \$135,902,912 versus our \$97,472,603 in deposits; 139%. The trust funds have \$11,527,312 in collateral versus \$10,452,558 in deposits; 110%

Please consider for approval this release at your next Commissioner's Court meeting.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

FOR COMMISSIONERS COURT AGENDA June 16, 2014
 Agenda should read:

Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County and the Jefferson County District and County Clerk's Trust fund.

**AGENDA ITEM****June 16, 2014**

Consider, possibly approve, and authorize retired Criminal District Attorney Investigator to purchase the service handgun issued to him as a Peace Officer, for the amount of \$200.00, pursuant to Resolution of Commissioners Court and as authorized by Chapter, 614.002, 614.051, and 614.053, Texas Government Code.(Steven V. Thrower)



RECEIVED
MAY 28 2014

PAT KNAUTH
First Assistant

CORY J. H. CRENSHAW
CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1001 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573

*Fred -
put on agenda*

FAX COVER SHEET

DATE: 5/29/2014

DELIVER TO:

Judge Jeff Branick	839-2311
Commissioner Arnold	835-8628
Commissioner Weaver	722-1916
Commissioner Sinegal	983-8303
Commissioner Alfred	784-5803
Tim Funchess	

SENT FROM: Steve Wiggins – Assistant District Attorney

RE: Request by Retired County Peace Officer to Purchase Duty Weapon

Our FAX number is (409) 784-5893. Our telephone number is (409) 835-8550. If you experience trouble with this transmission or receive this FAX by mistake, please call (409) 835-8623.

Including this cover sheet, there are 4 pages total in this transmission.

NOTES:

**CORY J. H. CRENSHAW**

CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1001 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573**PAT KNAUTH**

First Assistant

May 29, 2014

Hon. Jeff Branick
Jefferson County Judge
FAX: 409-839-2311Commissioner Everette D. Alfred
Precinct Four
FAX: 409-784-5803Commissioner Eddie Arnold
Precinct One
FAX: 409-835-8628Commissioner Michael Sinegal
Precinct Three
FAX: 409-983-8303Commissioner Brent Weaver
Precinct Two
FAX: 409-722-1916**RE: Request To Purchase County Issued Firearm By Retired County Peace Officer:**

GENTLEMEN,

Pursuant to §170.002 of the Local Government Code, and §614.002, et seq. of the Government Code, Steven V. Thrower, a commissioned criminal investigator and honorably retired peace officer formerly with the Jefferson County Criminal District Attorney's Office is requesting to purchase his county issued service handgun. In support of this request to purchase the handgun, former Criminal Investigator Steven V. Thrower would show this court the following:

- (1) he is a retired peace officer commissioned by the Jefferson County Criminal District Attorney's Office;
- (2) the firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas peace officer; and
- (3) the firearm is not a prohibited weapon as defined by §46.05 the Texas Penal Code.

The fair market value of the handgun is estimated to be approximately \$200-\$250, taking into account the age, use and overall condition. As is demonstrated by his signature on the attached verification, the requesting retired peace officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning purchase of this weapon by the officer, upon payment by the officer to the Jefferson County Treasurer of \$200.00, the Treasurer shall issue a receipt to retired peace officer Steven V. Thrower to complete the purchase of his duty-issued weapon. This purchase will be so recorded in the records of the Criminal District Attorney's Office.

Please contact me if you need more information, have any questions, or if I can be of further assistance.

Sincerely,



Steven L. Wiggins
Assistant District Attorney

cc: Treasurer Tim Funchess

STATE OF TEXAS

}}
}}
}}

COUNTY OF BURNET

VERIFICATION

BEFORE ME the undersigned authority, personally appeared Steven V. Thrower, who after being by me duly sworn upon his oath deposes and states as follows:

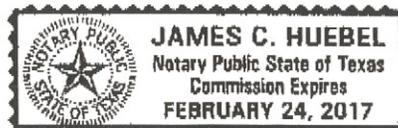
“My name is Steven V. Thrower and I have read the foregoing request to purchase my duty-issued handgun from the Jefferson County Criminal District Attorney’s Office. I swear and affirm that I meet all the criteria and statutory requirements to purchase my previously issued service handgun as provided for by §170.002 of the Local Government Code and §614.002 et. seq. of the Government Code. The handgun is a model 1911 .45 caliber handgun, serial number 88479.”

SWORN and subscribed before me on this 29th day of May, 2014.

Steven V. Thrower
Steven V. Thrower

James C. Huebel
Notary Public In And For The State
Of Texas

2/24/17
My Commission Expires



**AGENDA ITEM****June 16, 2014**

Consider, possibly approve, and authorize retired Criminal District Attorney Investigator to purchase the service handgun issued to him as a Peace Officer, for the amount of \$250.00, pursuant to Resolution of Commissioners Court and as authorized by Chapter, 614.002, 614.051, and 614.053, Texas Government Code.(Steven L. Wiggins)



RECEIVED
JUN 04 2014

PAT KNAUTH
First Assistant

CORY J. H. CRENSHAW
CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1001 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573

FAX COVER SHEET

DATE: 6/4/2014

DELIVER TO:

Judge Jeff Branick	839-2311
Commissioner Arnold	835-8628
Commissioner Weaver	722-1916
Commissioner Sinegal	983-8303
Commissioner Alfred	784-5803
Tim Funchess	

SENT FROM: Kathleen Kennedy, Chief Civil Division

RE: Request by Retired County Peace Officer to Purchase Duty Weapon

Our FAX number is (409) 784-5893. Our telephone number is (409) 835-8550.
If you experience trouble with this transmission or receive this FAX by mistake, please call (409) 835-8623.

Including this cover sheet, there are 4 pages total in this transmission.

NOTES:



PAT KNAUTH
First Assistant

CORY J. H. CRENSHAW

CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1001 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573

June 4, 2014

Hon. Jeff Branick
Jefferson County Judge
FAX: 409-839-2311

Commissioner Everette D. Alfred
Precinct Four
FAX: 409-784-5803

Commissioner Eddie Arnold
Precinct One
FAX: 409-835-8628

Commissioner Michael Sinegal
Precinct Three
FAX: 409-983-8303

Commissioner Brent Weaver
Precinct Two
FAX: 409-722-1916

RE: Request To Purchase County Issued Firearm By Retired County Peace Officer:

GENTLEMEN,

Pursuant to §170.002 of the Local Government Code, and §614.002, et seq. of the Government Code, Steven L. Wiggins, a commissioned criminal investigator and honorably retired peace officer formerly with the Jefferson County Criminal District Attorney's Office is requesting to purchase his county issued service handgun. In support of this request to purchase the handgun, former Investigator and Assistant District Attorney Steven L. Wiggins would show this court the following:

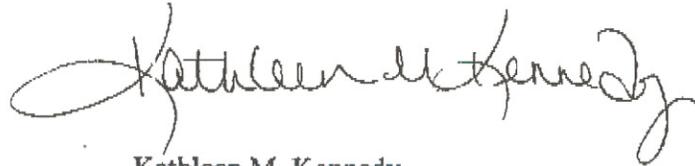
- (1) he is a retired peace officer commissioned by the Jefferson County Criminal District Attorney's Office;
- (2) the firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas peace officer; and
- (3) the firearm is not a prohibited weapon as defined by §46.05 the Texas Penal Code.

The fair market value of the handgun is estimated to be approximately \$350-\$400, taking into account the age, use and overall condition. As is demonstrated by his signature on the attached verification, the requesting retired peace officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning purchase of this weapon by the officer, upon payment by the officer to the Jefferson County Treasurer of \$350.00, the Treasurer shall issue a receipt to retired peace officer Steven L. Wiggins to complete the purchase of his duty-issued weapon. This purchase will be so recorded in the records of the Criminal District Attorney's Office.

Please contact me if you need more information, have any questions, or if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script, reading "Kathleen M. Kennedy". The signature is written in black ink and is positioned above the typed name and title.

Kathleen M. Kennedy
Chief Civil Attorney

cc: Treasurer Tim Funchess

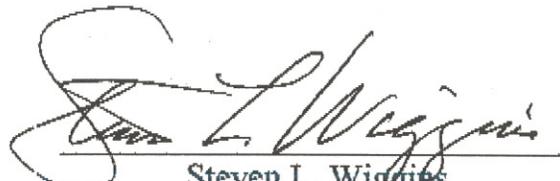
STATE OF TEXAS }}
 }}
 COUNTY OF JEFFERSON }}

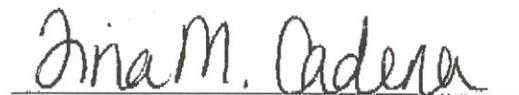
VERIFICATION

BEFORE ME the undersigned authority, personally appeared Steven L. Wiggins, who after being by me duly sworn upon his oath deposes and states as follows:

“My name is Steven L. Wiggins and I have read the foregoing request to purchase my duty-issued handgun from the Jefferson County Criminal District Attorney’s Office. I swear and affirm that I meet all the criteria and statutory requirements to purchase my previously issued service handgun as provided for by §170.002 of the Local Government Code and §614.002 et. seq. of the Government Code. The handgun is a model 1911A1 .45 caliber handgun, serial number 1088572.”

SWORN and subscribed before me on this 4th day of June, 2014.


 Steven L. Wiggins


 Notary Public In And For The State
 Of Texas

9-26-2014
 My Commission Expires



Special, June 16, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, June 16, 2014