SPECIAL, 10/27/2014 1:30:00 PM

BE IT REMEMBERED that on October 27, 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:

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS October 27, 2014

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **27th** day of **October 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:

WORKSHOP: 11:00 a.m. - To hear presentation from Mr. Chad Nobles of Siemens Corporation regarding potential energy budget savings in County buildings.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

1. Receive and file bid for Invitation for Bid (IFB 14-041/JW), Term Contract for Liquid Soil Stabilizer for Jefferson County.

SEE ATTACHMENTS ON PAGES 12 - 66

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

2. Receive and file bids for Invitation for Bid (IFB 14-046/KJS), Cheek Community Sewer Improvements – Cheek Phase IV. This is a Texas Community Development Block Grant Project.

SEE ATTACHMENTS ON PAGES 67 - 183

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

3. Receive and file bids for Invitation for Bid (IFB 14-008/KJS) Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5).

SEE ATTACHMENTS ON PAGES 184 - 513

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

4. Consider and approve specifications for Invitation for Bid (IFB 14-048/KJS), US 90 Crossover at Green Pond Gully Rd. This project will be 100% funded by Drainage District 6.

SEE ATTACHMENTS ON PAGES 514 - 514

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

5. Consider and approve specifications for Invitation for Bid Invitation for Bid (IFB 14-049/KJS), Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV. This is a Texas Community Development Block Grant Project.

SEE ATTACHMENTS ON PAGES 515 - 516

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

6. Consider and approve award, execute, receive and file an Acceptance of Offer for (IFB 14-041/JW), Term Contract for Liquid Soil Stabilizer to Base Seal International, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 517 - 519

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, execute, receive and file a renewal for (IFB 13-021/JW), Term Contract for Janitorial Supplies for Jefferson County with AOSS Medical Supply, Certified Laboratories, Hygeia Enviro Clean, Inc., ICS Jail Supplies, JanPak, Matera Paper Company, Inc., Professional Polish, Inc., and Sanitary Supply Company, Inc. for the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

SEE ATTACHMENTS ON PAGES 520 - 527

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

8. Consider and approve, execute, receive and file Amendment I (one) to contract (IFB 14-006/JW), Term Contract for Marine Motor Fuel for Jefferson County. The Amendment will add Tankwagon Delivery from C & I Oil Company, Inc. for Jefferson County Precinct 2 Service Center and Jefferson County Precinct 3 Service Center.

SEE ATTACHMENTS ON PAGES 528 - 528

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 pricing proposal with FieldTurf to install approximately 11,312 sf of high performance artificial infilled grass surface for Ford Park Baseball Field #1 at a cost of $128,532.00 in accordance with the Buy Board Contract #391-12.

SEE ATTACHMENTS ON PAGES 529 - 532

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

ADDENDUMS

10. Approve award of (IFB 14-046/KJS), Cheek Community Sewer Improvements – Cheek Phase IV. This is a Texas Community Development Block Grant Project, to T. Johnson Industries in the amount of T. Johnson Industries, Inc. in the amount of $689,924.50, with two hundred forty (240) calendar days.

SEE ATTACHMENTS ON PAGES 533 - 533

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

11. Discuss and possibly approve Job Order Contract (JOC 14-050/DC), with Construction Zone, for emergency fire alarm replacement of the Downtown Jail in the amount of $774,784.61. This is in accordance with TCPN Contract R130203.

SEE ATTACHMENTS ON PAGES 534 - 542

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

COUNTY AUDITOR:

12. Consider and approve FY 2014 budget amendment - payroll accruals.

110-2027-412-1007	COURT REPORTER	$296.00	
120-2033-412-1002	ASSISTANTS & CLERKS	$191.00	
120-2033-412-1007	COURT REPORTER	$296.00	
120-2034-412-1002	ASSISTANTS & CLERKS	$194.00	
120-2034-412-1007	COURT REPORTER	$296.00	
120-2034-412-1042	BAILIFF	$155.00	
120-2038-412-1002	ASSISTANTS & CLERKS	$194.00	
120-2038-412-2002	EMPLOYEES' RETIREMENT	$134.00	
120-2041-412-2002	EMPLOYEES' RETIREMENT	$162.00	
120-2052-412-1001	DEPARTMENT HEAD	$106.00	
120-2055-412-1007	COURT REPORTER	$94.00	
120-1024-419-1096	VACATION PAY		$2,118.00

SEE ATTACHMENTS ON PAGES 543 - 543

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

13. Consider and approve FY 2014 budget amendment - County Morgue - additional cost.

120-3080-421-5077	CONTRACTUAL SERVICE	$58,000.00	
120-3062-423-2003	EMPLOYEES' INSURANCE		$58,000.00

SEE ATTACHMENTS ON PAGES 544 - 544

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

14. Consider and approve FY 2014 budget transfer - Road & Bridge, Precinct 4 - inventory adjustment.

114-0402-431-3080	COVER STONE	$17,500.00	
114-0402-431-1005	EXTRA HELP		$5,000.00
114-0402-431-1028	LABORERS		$5,000.00
114-0402-431-2003	EMPLOYEES' INSURANCE		$5,000.00
114-0405-431-2002	EMPLOYEES' RETIREMENT		$1,000.00
114-0405-431-3034	DIESEL FUEL		$1,500.00

SEE ATTACHMENTS ON PAGES 545 - 545

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

15. Consider and approve FY 2014 budget amendment - Indigent Health Care - inventory adjustment.

120-5079-442-3049	PHARMACEUTICAL SUPPLIES	$50,000.00	
120-5079-442-5077	CONTRACTUAL SERVICE		$35,000.00
120-5075-441-5006	BURIALS		$15,000.00

SEE ATTACHMENTS ON PAGES 546 - 546

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

16. Consider and approve FY 2014 budget transfer - Service Center - inventory adjustment.

120-8095-417-3037	GASOLINE	$2,383.00	
120-8095-417-5077	CONTRACTUAL SERVICE		$2,383.00

SEE ATTACHMENTS ON PAGES 547 - 547

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

17. Consider and approve FY 2014 budget transfer - Mosquito Control - inventory adjustment.

124-5081-448-3016	CHEMICALS, SPRAYS, ETC.	$12,000.00	
124-5081-448-3024	DUPLICATING SUPPLIES		$8,000.00
124-5081-448-4007	AIRPLANE		$4,000.00

SEE ATTACHMENTS ON PAGES 548 - 548

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

18. Consider and approve FY 2014 budget amendment - Transfer Out - match on 2013 Port Security Grant.

120-0000-491-8076	PORT SECURITY GRANT #875	$172,662.00	
120-3059-421-1043	DEPUTIES		$172,662.00

SEE ATTACHMENTS ON PAGES 549 - 549

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

19. Regular County Bills - check #400025 through check #400273.

SEE ATTACHMENTS ON PAGES 550 - 559

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

COUNTY COMMISSIONERS:

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

SEE ATTACHMENTS ON PAGES 560 - 560

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

21. Consider, possibly, approve and accept donation of $2,400.00 (Two thousand dollars & no/100) from BASF TOTAL Petrochemicals for use at Veterans Memorial Park pursuant to Local Government Code Section 81.032.

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

22. Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Contract between Jefferson County, Texas and Spindletop Center for services of a Mental Health Officer.

SEE ATTACHMENTS ON PAGES 561 - 570

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

23. Consider, possibly approve and authorize the County Judge to execute a contract between Jefferson County, Texas and Linebarger Goggan Blair & Sampson for collection of fines and fees for the County Courts of Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 571 - 576

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

24. Receive and file executed Tax Abatement Agreement between Jefferson County and Air Liquide Industries U.S. L.P.

SEE ATTACHMENTS ON PAGES 577 - 625

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

25. Consider and possibly approve a Resolution regarding Hyperbaric Oxygen Treatment.

SEE ATTACHMENTS ON PAGES 626 - 626

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

26. Receive and file the Certified Roll Jurisdiction Summary Resolution for the tax roll for the tax year 2014 for Jefferson County.

SEE ATTACHMENTS ON PAGES 627 - 629

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

27. Consider and possibly approve, Interlocal agreement between Jefferson County and the Cities of Port Neches, Nederland, Groves, Port Arthur, Beaumont, Hardin County, and the City of Orange for a 25% cash match on projects submitted to the 2014 Port Security Grant related to the Regional Radio System.

SEE ATTACHMENTS ON PAGES 630 - 644

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

COUNTY TAX ASSESSOR-COLLECTOR:

28. Consider authorizing Texas Parks & Wildlife Department to submit local occupancy taxes to the County quarterly rather than monthly.

SEE ATTACHMENTS ON PAGES 645 - 645

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

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 22, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-041/JW, Term Contract for Liquid Soil Stabilizer for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us, or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for Liquid Soil Stabilizer for Jefferson County**
BID NO:	**IFB 14-041/JW**
DUE DATE/TIME:	**11:00 AM, Tuesday, October 21, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise – September 24th & October 1, 2014

IFB 14-041/JW
Term Contract for Liquid Soil Stabilizer for Jefferson County
Bids due: 11:00 AM, Tuesday, October 21, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE (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
1001 Pearl Street, 3rd 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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be

the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. Currency

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

17. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. Notice to Proceed/Purchase Order

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

19. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

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

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

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be

regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

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

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on

the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. Purchase Orders and Payment

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

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

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after 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, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

6. Insurance

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

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

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

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., 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 Jamey West (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-041/JW.

Scope

Vendor shall provide Liquid Soil Stabilizer for Jefferson County subject to the terms and conditions stated herein for a period of one year **beginning on or about Date of Award**.

Prices shall be F.O.B. delivered to various locations in Jefferson County with delivery prepaid and allowed. Bidder bears freight charges. All prices must be written in ink or typewritten.

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

Jefferson County purchased 3,630 gallons of Liquid Soil Stabilizer in 2008. No promise is made or implied that these quantities will be purchased. Quantities purchased may be affected by weather conditions or available funds. Orders will be placed on an as-needed basis for the duration of contract. Purchase Orders will be released to successful bidder as required. Minimum orders are not acceptable.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

General

It is the intent of the following minimum specifications to describe Liquid Soil Stabilizer for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis.". Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better."

The item bid shall be soil stabilizer and compactor. Compound shall increase soil compatibility, general soil stability, soil internal drainage process, and soil bearing capacity.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Company Name
BASE SEAL INTERNATIONAL INC

Address
15822 RIVER ROADS DRIVE

City State Zip
HOUSTON TEXAS 77079

Signature of Person Authorized to Sign
Maxine Williams

Printed Name
Maxine Williams

Title President

For clarification of this offer, contact:

Name
MAXINE OR JAMES WILLIAMS

Phone Fax
281-497-7743 281-497-1345

E-mail
baseseal@baseseal.com

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Liquid Soil Stabilizer for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-041/JW, Term Contract for Liquid Soil Stabilizer for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Description	Amount per gallon
Price per gallon in 55 gallon drums (complete drum capacity) Dilution Rate: Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid oz per CY of soil to be treated.	$16.25
	Coverage Rate Linear Feet per gallon
Please advise coverage in linear feet per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	**23.5**
TOTAL	**$893.75 per 55 gal**

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Bid Questionnaire

Instructions: Complete this questionnaire as it applies to your bid, and include with your bid submission.

	Yes	No
Unit Weight: 9.81 +/- 0.2 Lb./Gal.	x	
Specific Gravity: 1.1495/1,200B	x	
Non-Volatile: 61.89%	x	
PH 10 ± 1.5	x	
Materials must be:		
Buffered compound	x	
Non-Corrosive	x	
Non-Allergenic	x	
Non-Toxic	x	
Non-Flammable	x	
Cohesive, not adhesive (to prevent sticking to blade)	x	
Guarantee: Standard Manufacturer's guarantee shall be provided	x	
Training:		
Successful bidder **shall furnish a qualified representative to be on job site if needed or requested during application of materials to offer advice, instructions, and application rates** to achieve maximum desired results for a minimum total of four (4) hours at no additional cost to the County.	x	
Delivery Report:		
Successful bidder shall furnish the purchaser, at the **time of delivery**, two (2) copies of a **delivery report,** which shall contain the gallons of material delivered, and the specific gravity and temperature of the material at time of packaging.	x	
Certifications and Additional Information:		
Bid must include Engineer's (P.E.) certified test results from an independent testing laboratory approved by the Texas State Highway Department of Texas Test Method: TEX-117-E, Part II. (Label "Attachment A" and return with bid blank.)	x	

Bid Questionnaire (Continued)

	Yes	No
Certifications and Additional Information:		
Bid must include certified test results based on at least a **six-month study of the stabilizing performance of bidder's product** by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Method: Triaxial Test – S.D.H.P.T. (TEX-217-E; Moisture/Density Relationship – ASTM D-698; Atterberg Limits – ASTM D-4318; Total Moisture Content – ASTM D-2216 and ASTM-D1148. **(Label "Attachment B" and return with bid blank.)**	x	
Bid must include **certified test results based on at least an eighteen (18) month study of the stabilizing performance** of bidder's product performed by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Methods: ASTM-698; ASTM D-4318; ASTM D-422-D1140, TEX-107E, and ASTM D-2487, approving bidder's product for treatment and stabilization of new construction, reconstruction under concrete pavement, asphaltic pavement of surface seal coasting. **(Label "Attachment C" and return with bid blank.)**	x	
Bid must include certification from independent laboratory testing, certifying **product to be less corrosive than tap water. (Label "Attachment D" and return with bid blank.)**	x	
Compound must be manufactured with virgin raw materials, and contain no recycled and no by-products. **Bid must include manufacturer's certifications that the stabilizer contains none of the hazardous chemicals listed in EPA Fed Req 40. (Label "Attachment E" and return with bid blank.)**	x	
Compound must be environmentally safe and not require any hazardous warning labels from NISH or the Department of Transportation.	x	
Does the product being bid contain acids or explosive materials?	x	
Is the container for the product being bid subject to any EPA or Texas Department of Transportation requirements for transportation, storage, or disposal of its containers?	x	
Bid must include test results from an independent engineer (P.E.), certifying the product reduced the plasticity index of the soil. **(Label "Attachment F" and return with bid blank.)**	x	
Bidder shall supply copies of all labels that will be placed on containers. **(Label "Attachment G" and return with bid blank.**	x	
Bidder shall state current gross annual revenue	$430.02 0.80 mw	

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CITY OF DALLAS, STATE OF TEXAS

Address: 320E Jefferson Blvd, Room 307

Contact Person and Title: Liong T. So P.E., Senior P.E. And Project Manager

Phone: 214-948-4570 Fax: 214-948-4030

Contract Period: 2007-2014 Scope of Work: Soil Stabilization &FDR of Streets, allies, and highways Example: Connecting MLK Freeway to Cedar Creek Blvd

REFERENCE TWO

Government/Company Name: Austin County, State of Texas

Address: 754 W. Main St, Bellville, Tx 77418

Contact Person and Title: Commissioner David Ottmer

Phone: 979-877-4184 Fax: 979-865-8786

Contract Period: -2001 Scope of Work: FDR/Stabilization Roads

REFERENCE THREE

Government/Company Name: WALTON COUNTY FLORIDA

Address: 176 Montgomery Circle, Defuniak Springs, FL 32435

Contact Person and Title: Brooks Davis, STABILIZATION FOREMAN

Phone: 334-723-2581 Fax: 850-892-8115

Contract Period: 1989 TO present 2014 Scope of Work: Stabilization of 370 miles of County Roads without base failures

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Bidder (Entity Name)	Signature
BASE SEAL INTL, INC.	
Street & Mailing Address	Print Name
15822 River Roads Drive	MAXINE OR JAMES WILLIAMS
City, State & Zip	Date Signed
Houston, Texas 77079	10/16/14
Telephone Number	Fax Number
281-497-7743	281-497-1345
E-mail Address	
Baseseal@baseseal.com	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	N/A
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. 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. 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.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity. NONE	
2. ☐ Check this box is you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)	
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. NONE	
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. NONE	

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

N/A

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.) none

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

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). NONE ☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative: MAXINE WILLIAMS

Signature: Maxine Williams

Title: Pres.

Date: 10-16-14

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. N/A

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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

N/A

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

N/A

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

N/A

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

N/A

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: Not applicable

- ☐ 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

N/A

Subcontractor Name: Not applicable

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.

$\frac{1}{2\pi}$ I certify that BASE SEAL INTL INC.,_____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

$\frac{1}{2\pi}$ 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.):	U.S. Tax ID 74-1997247
Company Name submitting bid/proposal:	BASE SEAL INTL INC.
Mailing address:	15822 River Roads Dr. , Houston, Tx 77079
If you are an individual, list the names and addresses of any partnership of which you are a general partner: NONE	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS
COUNTY OF HARRIS

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

on this day personally appeared MAXINE WILLIAMS who
(name)
after being by me duly sworn, did depose and say:

"I, MAXINE WILLIAMS am a duly authorized officer of/agent
(name)
for BASE SEAL INTERNATIONAL INC., and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said BASE SEAL INTERNATIONAL, 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: MAXINE WILLIAMS, 15822 River Roads Drive, Houston, Texas 7079

Fax281-497-1345

Telephone 281-497-7743

by: MAXINE WILLIAMS Title: PRESIDENT

Signature: Maxine Williams

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 17 day of October, 2014.

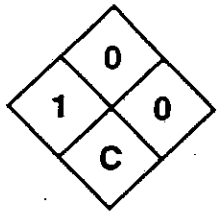
DAVID ADAMS
Notary Public, State of Texas
My Commission Expires
November 09, 2016

David Adams
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

44

DOT SHIPPING CLASSIFICATION:
NOT REGULATED



BASE-SEAL®

- **Non-Toxic**
- **Non-Flammable**
- **Non-Corrosive**

MADE IN U.S.A.

LIQUID SOIL COMPACTOR AND STABILIZER

BASE-SEAL™ INTERNATIONAL INC.
15822 RIVER ROADS, HOUSTON, TEXAS 77079 (281) 497-7743

Since 1986 BASE-SEAL Soil Stabilizer has been successfully used world-wide to increase structural integrity and flexibility in road base course construction, including applications requiring ASTM, ASHTO & DOT standards.

BASE-SEAL USES AND BENEFITS

- New & Renovated Road Bases
- Full Depth Reclamation
- Parking Lots
- Land fills & Mining Roads
- Runways, Taxiways & Tarmacs

Based on the MSDS and Contents, BASE-SEAL has been certified for use by the Bureau of Solid & Hazardous Waste Management, Department of Health & Environmental Control, Office of Environmental Protection.

FOR PROFESSIONAL USE ONLY. CONSULT BASE-SEAL REPRESENTATIVE FOR PROPER USE AND APPLICATION

Product Handling

- Recommend goggles and gloves when handling chemicals.
- Keep container(s) tightly sealed and store in a cool dry place.
- Always release pressure on the BASE-SEAL™ container before opening.
- Do not store in aluminum containers..

Warranty

- BASE-SEAL™ INTERNATIONAL INC., warrants this product to contain necessary elements as defined in BASE-SEAL™ specifications.
- BASE-SEAL™ INTERNATIONAL INC., does not warrant either expressed or implied, that this product conforms to a particular use and/or purpose.

Caution

- Chemicals can cause eye or skin irritation. Avoid contact with eyes or skin..
- In event of contact with chemical, flush affected area with water. Call physician if irritation persists.
- Buyer assumes all risks of use, storage and handling.
- BASE-SEAL™ INTERNATIONAL INC., will not be held responsible for any incident or consequential damages from using this product either directly or indirectly.

Harmonized Tariff Code -
Schedule B: 2839 . 19 . 0000
Item Number Class: 35260
Transportation Class: 55

Exhibit 1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2014

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

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

PRODUCER
Insurance Office of America
3800 Colonnade Parkway
Suite 650
Birmingham, AL 35243

CONTACT NAME:
PHONE (A/C, No, Ext): 866-968-3440 FAX (A/C, No): 205-968-3528
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chartis Specialty Insurance Company	26883
INSURER B : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER E :	
INSURER F :	

INSURED
Packaging Service Company, Inc., SolvChem, Inc., Sempre Avant, LLC
1904 Mykawa Road
Pearland, TX 77581

COVERAGES **CERTIFICATE NUMBER:** ZNGSVA3J **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EG4625254	04/28/2014	04/28/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			3940503	04/28/2014	04/28/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS-90							$
A	X UMBRELLA LIAB X OCCUR			EGU4625522	04/28/2013	04/28/2014	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			29901321 (AOS) 29901322 (CA)	04/28/2014	04/28/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability			EG4625254	04/28/2014	04/28/2015	Each Loss	$ 1,000,000
								$
								$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Base Seal International, Inc.
15822 River Roads Dr.
Houston, TX 77079

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit 2

NOTE Remark by BSI re: Texas Highway Dept.

TRINITY ENGINEERING TESTING CORPORATION

Austin, TEXAS

TO: Seasources Recovery & Development, Inc.
1901 East 51st Street, Suite 209
Austin, Texas 78723

PROJECT: Miscellaneous Projects
TETCO PN 3403

DATE: 4-18-88
REPORT NO.: T-40607

REPORT OF: Texas SDHPT Triaxial Compression Test

MATERIAL DESCRIPTION: Crushed Limestone

MATERIAL SOURCE: Boorhem-Fields, Buda Pit

SAMPLED BY: J. Krueger, Sample #S-1413

TEST METHOD: TEX-117-E, Part II

TEST PERFORMED BY: J. Krueger

RESULTS:

Remold	Base Seal Concentration, %	Compressive Strength at 0 PSI Lateral Pressure
1	0.0	12
2	0.0	10
3	0.20	15
4	0.43	38 *
5	1.00	19
6	2.00	27
7	4.00	27

* Required by Texas Highway Dept

Note: Remolds subjected to 72-hour moist curing prior to testing. 0.43% concentration is approximately equal to 3 oz./sq.yd. application rate.

COPIES TO: 2 - Above

Report reviewed by: Roy Gilmer
TRINITY ENGINEERING TESTING CORPORATION
Robert S. Whitson, P.E.

The results shown on this report are for the exclusive use of the client for whom they were obtained and apply only to the samples tested and/or inspected. They are not intended to be indicative of the qualities of apparently identical products. The use of our name must receive our prior written approval.

Attach - # A

murillo engineering incorporated

RT 4 BOX 78B • (409) 727-6291 • BEAUMONT, TX 77705

CLIENT:
CITY OF BEAUMONT
OPERATIONS DIVISION
2610 CONCORD ROAD
BEAUMONT, TEXAS 77703
ATTENTION: MR. JOHN HOLM, P.E.

PROJECT/LOCATION:
1988 STREET REHABILITATION PROGRAM - STUDY OF CHEMICAL STABILIZER EFFECT ON BASE MATERIAL MIXTURE

REPORT DATE: 12/19/88

CLIENT NO.: 88001 - 594

INTRODUCTION:

The study reported herein is an investigation study of chemical stabilizer effects, utilizing samples of treated base materials from completed roadway sections of; (1) Washington Boulevard from Wescalder to Reynolds and Terrell Park Road from Babe Zaharis to Downs Road, with results compared to (2) untreated samples from Terrell Park Road, Highway 124 to Babe Zaharis in the Western Section of Beaumont, Texas.

AUTHORIZATION:

This investigation/study was authorized on October 13, 1988 by Mr. John Holm, P.E. with the Operations Division for the City of Beaumont, Texas.

SUBSURFACE EXPLORATION:

The subsurface exploration at the site was accomplished by means of three (3) auger borings drilled to depths of approximately two feet (2') below the existing asphaltic paving surface.

Attachment B

The soils engineer warrants that the findings, recommendations, specifications or professional advice contained herein, have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of soils engineering, soil mechanics and good engineering practice. No other warranties are implied or expressed.

We appreciate the opportunity to provide our services for this important project. Should you require other data or need additional laboratory testing services, please contact our Beaumont office (409 - 727-6291). We thank you very much.

MURILLO ENGINEERING, INC.

J. Ray Murillo, P.E.
President

Tom A. Farmer
Division Manager

c.c.: 2 - City of Beaumont

murillo engineering incorporated

RECORD OF SUBSURFACE EXPLORATION

Boring B-1

Project Name: 1988 Street Rehabilitation Project Date of Boring: 10/14/88

Site: Washington Blvd.- Wescalder to Reynolds Project No.: 88001 - 594

DESCRIPTION	DEPTH	-200	LL	PI	Pp	%M	REMARKS
SURFACE	0"						
ASPHALT PAVEMENT							
BASE MATERIAL: LIMESTONE, ASPHALT & SUBGRADE STABILIZED WITH CHEMICAL TREATMENT	5" – 10"	38%	28	16		13	
SUBGRADE: GRAY SILTY CLAY W/SAND SEAMS. NO STABILIZATION	15" – 25"	63	46	225	1.4	22	Med. Clay
	30" – 45"						

murillo engineering incorporated

RECORD OF SUBSURFACE EXPLORATION

Boring B-2

Project Name: 1988 Street Rehabilitation Program Date of Boring: 10/14/88

Site: Terrell Park Road - Hwy. 124 to Babe Zaharis Project No.: 88001 - 594

DESCRIPTION	DEPTH	-200	LL	PI	Pp	%M	REMARKS
SURFACE ASPHALTIC PAVEMENT	0"						
BASE MATERIAL, MIXED WITH ASPHALT, LIMESTONE, WITHOUT A STABILIZER ADDED	5"	12	34	19		12	
SUBGRADE: GRAY & LIGHT GRAY SILTY/SANDY CLAY	10" 15" 20"	39	39	21	1.5	19	Medium to Stiff Clay
	25" 30" 35" 40" 45"						

murillo engineering incorporated

RECORD OF SUBSURFACE EXPLORATION

Boring B-3

Project Name: 1988 Street Rehabilitation Project Date of Boring: 10/14/88

Site: Terrell Park Road - Bebe Zaharis to Downs Road Project No.: 88001 - 594

DESCRIPTION	DEPTH	-200	LL	PI	Pp	%M	REMARKS
SURFACE ASPHALT PAVEMENT	0"						
BASE MATERIAL STABILIZED WITH CHEMICAL STABILIZER; OLDBASE ASPHALT AND SUBGRADE WITH LIMESTONE	5"	9	28	14		10	
SUBGRADE: TAN AND DARK SILTY CLAY W/SAND SEAMS	10" 15" 20" 25"	71	54	32	1.2	23	Med. Clay
	30" 35" 40" 45"						

TEST RESULTS:

Laboratory testing was performed in accordance with the following procedures and results included in this report:

A) Triaxial Test - S.D.H.P.T. - TEX-217-E

B) Moisture/Density Relationship - ASTM D-698

C) Atterberg Limits - ASTM D-4318

D) Total Moisture Content - ASTM D-2216

E) Finer than #200 Sieve - ASTM D-1140

LABORATORY TEST DATA
NO. 88001 - 594

COMPRESSIVE VALUE OF TRIAXIAL MOLDED SPECIMENS:

TEST & NO.	UNCONFINED COMPRESSION PSI	% MOISTURE	DRY DENSITY
B- 1-A	380	10.1	130.2 PCF
B- 1-B	410	12.0	128.6 "
B- 2-A	300	13.4	122.5 "
B- 2-B	330	14.8	126.4 "
B- 3-A	274	16.2	110.8 "
B- 3-B	198	17.4	108.8 "

*Classification Chart Attached

#88001 -594

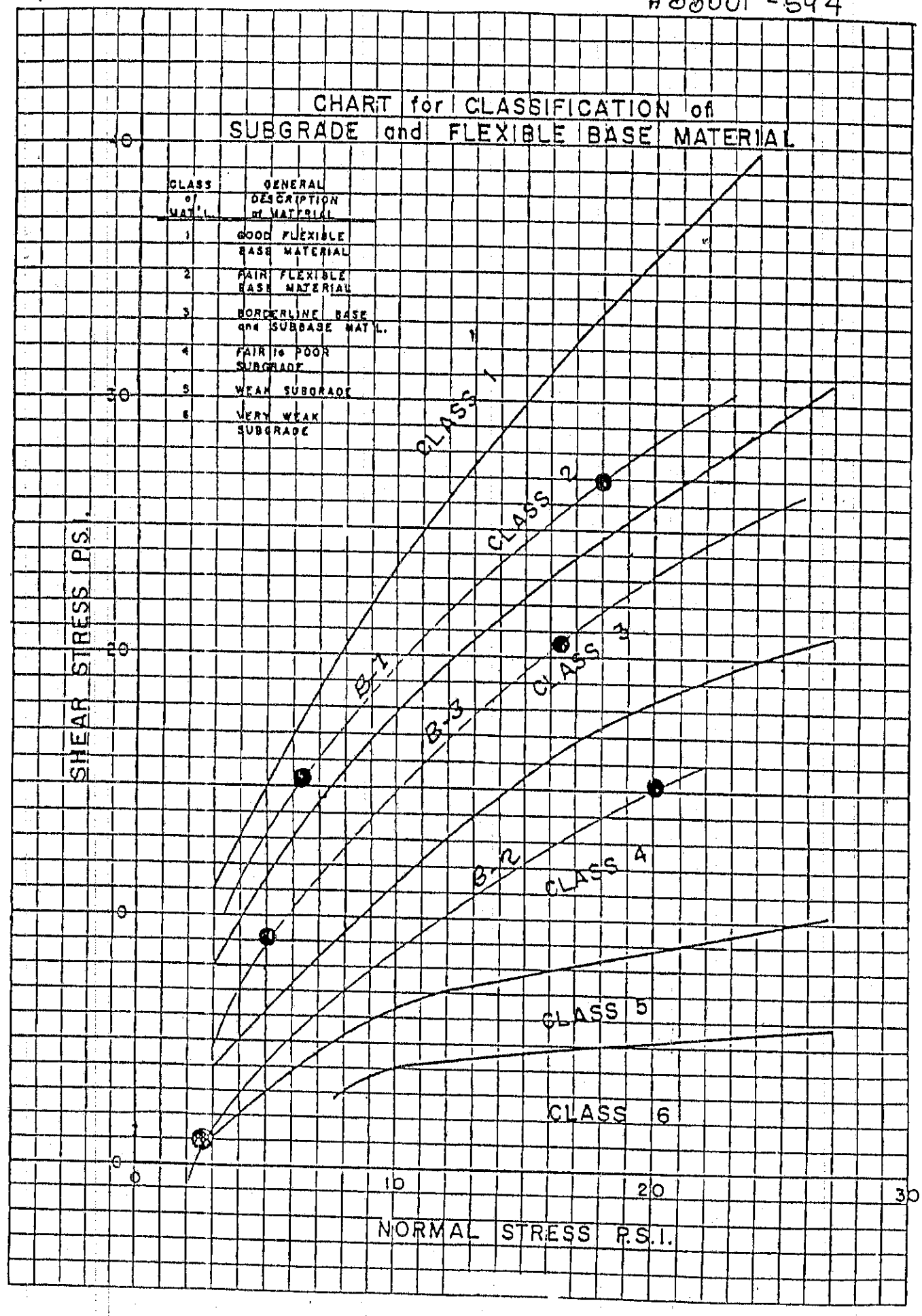
CHART for CLASSIFICATION of
SUBGRADE and FLEXIBLE BASE MATERIAL
CLASS of MAT'L.
GENERAL DESCRIPTION of MATERIAL
1 GOOD FLEXIBLE BASE MATERIAL
2 FAIR FLEXIBLE BASE MATERIAL
3 BORDERLINE BASE and SUBBASE MAT'L.
4 FAIR to POOR SUBGRADE
5 WEAK SUBGRADE
6 VERY WEAK SUBGRADE
SHEAR STRESS P.S.I.
NORMAL STRESS P.S.I.
CLASS 1
CLASS 2
CLASS 3
CLASS 4
CLASS 5
CLASS 6
B-1
B-3
B-2
0
10
20
30

murillo & associates incorporated

route 4 box 78-b (jaff county airport) • 409-727-6291 • beaumont, texas 77705

TOM A. FARMER – President and CEO
NANCY S. FARMER – Corp. Secretary
YOUSEF RAHMANI – P.E., 66273
FAX# (409) 722-6961

September 13, 1990

Shin-Sen International, Inc.
P.O. Box 1214
Killean, Texas 76540
Attention: Mr. Andy Jackson

Re: Laboratory test data and procedure data in connection with "Base Seal" (a chemical stabilizer for soils and base).

Dear Andy:

I have finally found some time to collect the data you requested about the above-referenced product. This information will discuss the test procedures utilized in the field and laboratory during our quality control process and data from our on-going monitoring project.

TEST PROCEDURES:

1) ASTM-D698 (American Society for Testing & Materials)
Moisture/Density Relationship of soils/soils aggregate mixture using five pound Rammer/12 inch drop for foot pound compactive effore. (Standard Proctor Density)

2) AASHTO (American Association of State Highway and Transportation Officials)
AASHTO T-99 is the same procedure as Item 1 above.

3) ACI (American Concrete Institute)
These procedure manuals are used to design and quality. control concrete:
(a) Paving Mixtures
(b) Structural Cast-in-Place Concrete, Etc.
(c) Concrete Testing Procedures

1 of 2 attach C

By way of explaining a base seal product for stabilization:

"Base Seal" is a chemical product formulated to reduce the plasticity of high plastic soils, base, etc.; and seal the soil binder as a stabilizer for roadway and foundation subgrade and flexible base materials. Its formulated design is similar to stabilization with hydrated lime and/or cement. The effect intent is to decrease plasticity and increase strength (compression and tensile).

In answer to the five questions asked in your memo from NEW Spirit Company, LTD. dated 7/17/90:

1) "Base Seal" stabilization may be used in new construction, reconstruction, under concrete pavement, asphaltic pavement or surface seal coating.

2) Yes, this product may be used for treatment of base for expressways, highways and/or autoways producing the same results with good quality control.

3) Refer to "Test Procedures" stated above.

4) Test procedure for preparing soils, base, etc. (see reports attached):
   (a) Perform the ASTM-D4182, D422 & D1140 Test of raw material in order to determine the percentage of "Base Seal" to be mixed with soils, base, etc.

   (b) Then mix a determined amount of "Base Seal" in to the raw material and retest by same ASTM procedures.

   (c) Then determine the maximum dry density and optimum moisture content by ASTM-D698 (Standard or D-1557 Modified Proctor) (See reports attached)

5) The attached test reports will show one (1) of our projects using "Base Seal" (Down Road for the City Engineering Division of Beaumont, Texas).

I appreciate the opportunity to share our experience and test data with you and your client, New Spirit Company, LTD. of Seoul, Korea.

Very truly yours,

MURILLO & ASSOCIATES, INC.

Tom A. Farmer
President/CEO

Attachments
c.c.: Market File

na131
(p/b)

murillo & associates incorporated

route 4 box 78-b (Jeff county airport) • 409-727-6291 • beaumont, texas 77705

TOM A. FARMER – President and CEO
NANCY S. FARMER – Corp. Secretary
YOUSEF RAHMANI – P.E., 66273
FAX# (409) 722-6961

CLIENT:
ANDY JACKSON

PROJECT/LOCATION:
LABORATORY DATA
RAW MATERIAL

REPORT DATE: N/A CLIENT NO.: N/A

1) MATERIAL TYPE: Dark Gray Silty Clay Mixed w/Shell & Aggregate
2) MATERIAL SOUROE: Downs Road, Beaumont, Texas
3) SAMPLE DATE: N/A
4) ENGINEERS: City Engineering Division

TESTS PERFORMED AND PROCEDURES	RESULTS	
A) MOISTURE/DENSITY RELATIONSHIP (ASTM D- 698)		
1) Maximum Dry Density.....	101.8	pcf
2) Optimum Moisture.....	23.2	%
B) ATTERBERG LIMITS (ASTM D-4318)		
1) Liquid Limit.....	61	
2) Plasticity Index.....	37	
C) PASSING #200 SIEVE (ASTM D-422-D1140)...	66	%
D) PASSING #80 SIEVE.....	N/A	%
E) PASSING #40 SIEVE	"	%
F) LINEAR SHRINKAGE (TEX-107E).....	"	%
G) SOILS CLASSIFICATION (ASTM D-2487).....	CL	
F) COEFF./PERMEABILITY (U.S. C OF E APPX. VII)...	N/A	Cm/Sec.

REMARKS: MOISTURE/DENSITY CURVE ATTACHED

Copies: 3 - Client
1 - MAI

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By Tom A. Farmer

MURILLO

MOISTURE DENSITY RELATIONSHIP CURVE

CLIENT:

ANDY JACKSON

PROJECT/LOCATION:

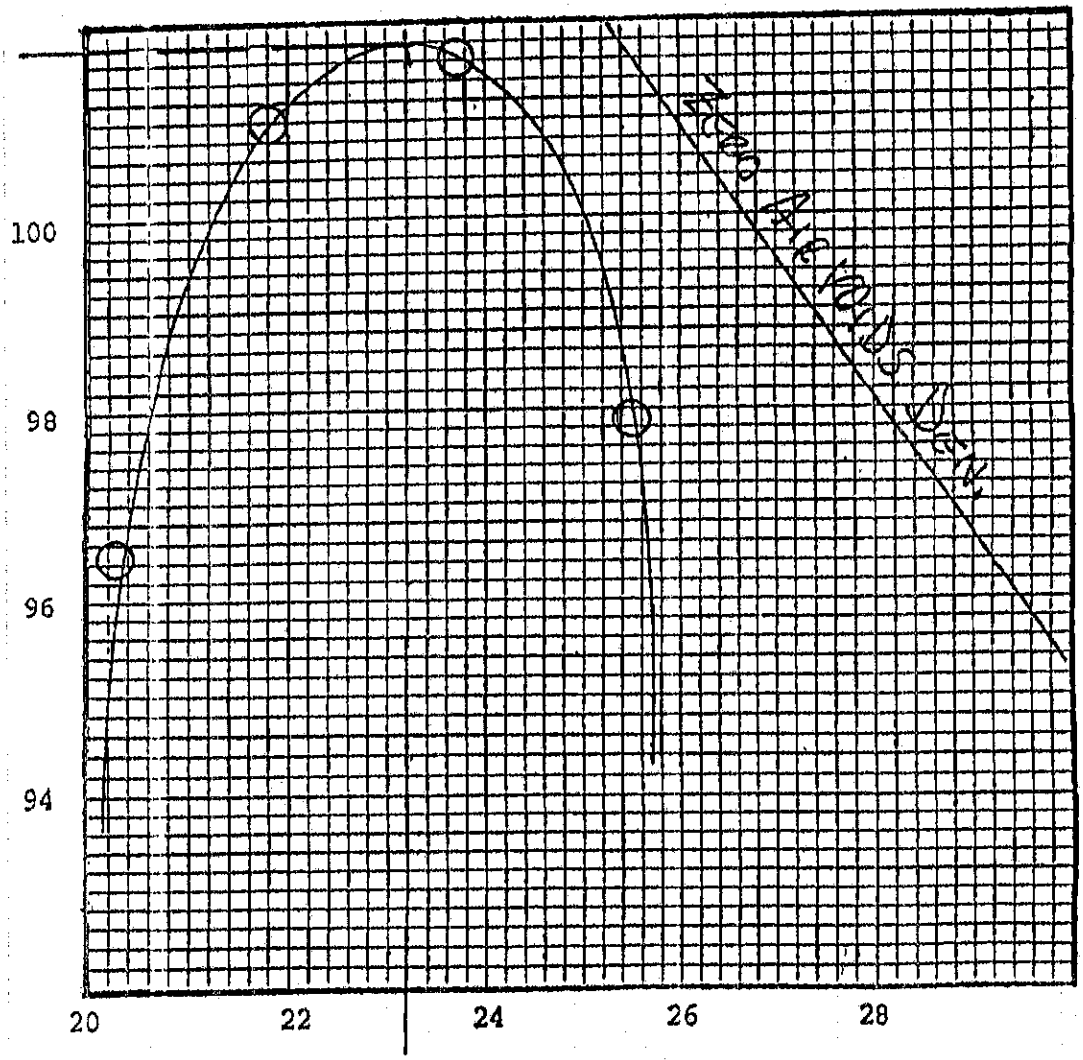
LABORATORY DATA
RAW MATERIAL

REPORT DATE: N/A

CLIENT NO.: N/A

Visual Classification: Dark Gray Silty Clay w/Shell & Gravel

Sample Source: Downs Road, Beaumont, Texas



Method of Test: ASTM D-698

Test Results:

Maximum Dry Density:	101.8	lbs/ft³
Optimum Moisture Content:	23.2	%

Atterberg Limits:

Liquid Limit: 61 , Plastic Limit: 24 , PI: 37

nai31
(p/b)

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route 4 box 78-b (Jeff county airport) • 409-727-6291 • beaumont, texas 77705

TOM A. FARMER – President and CEO
NANCY S. FARMER – Corp. Secretary
YOUSEF RAHMANI – P.E., 66278
FAX# (409) 722-6961

CLIENT:

ANDY JACKSON

PROJECT/LOCATION:

LABORATORY TEST DATA
BASE SEAL MIXTURE
BY MANUFACTURE RECOMMENDATIONS

REPORT DATE: N/A CLIENT NO.: N/A

1) MATERIAL TYPE: Dark Gray Silty Clay w/Shell & Gravel mixed w/Base Seal
2) MATERIAL SOURCE: Downs Road, Beaumont, Texas
3) SAMPLE DATE: N/A
4) ENGINEERS: City Engineering Division

TESTS PERFORMED AND PROCEDURES	RESULTS	
A) MOISTURE/DENSITY RELATIONSHIP (ASTM D- 698)		
1) Maximum Dry Density.....	106.6	pcf
2) Optimum Moisture.....	18.8	%
B) ATTERBERG LIMITS (ASTM D-4318)		
1) Liquid Limit.....	41	
2) Plasticity Index.....	19	
C) PASSING #200 SIEVE (ASTM D-422-D1140)...	53	%
D) PASSING #80 SIEVE.....	N/A	%
E) PASSING #40 SIEVE	"	%
F) LINEAR SHRINKAGE (TEX-107E).....	"	%
G) SOILS CLASSIFICATION (ASTM D-2487).....	CH	
F) COEFF./PERMEABILITY (U.S. C OF E APPX. VII)...	N/A	Cm/Sec.

REMARKS: MOISTURE/DENSITY CURVE ATTACHED

Copies: 3 - Client
1 - MAI

murillo & associates incorporated

By Tom A. Farmer

MOISTURE DENSITY RELATIONSHIP CURVE

CLIENT:

ANDY JACKSON

PROJECT/LOCATION:

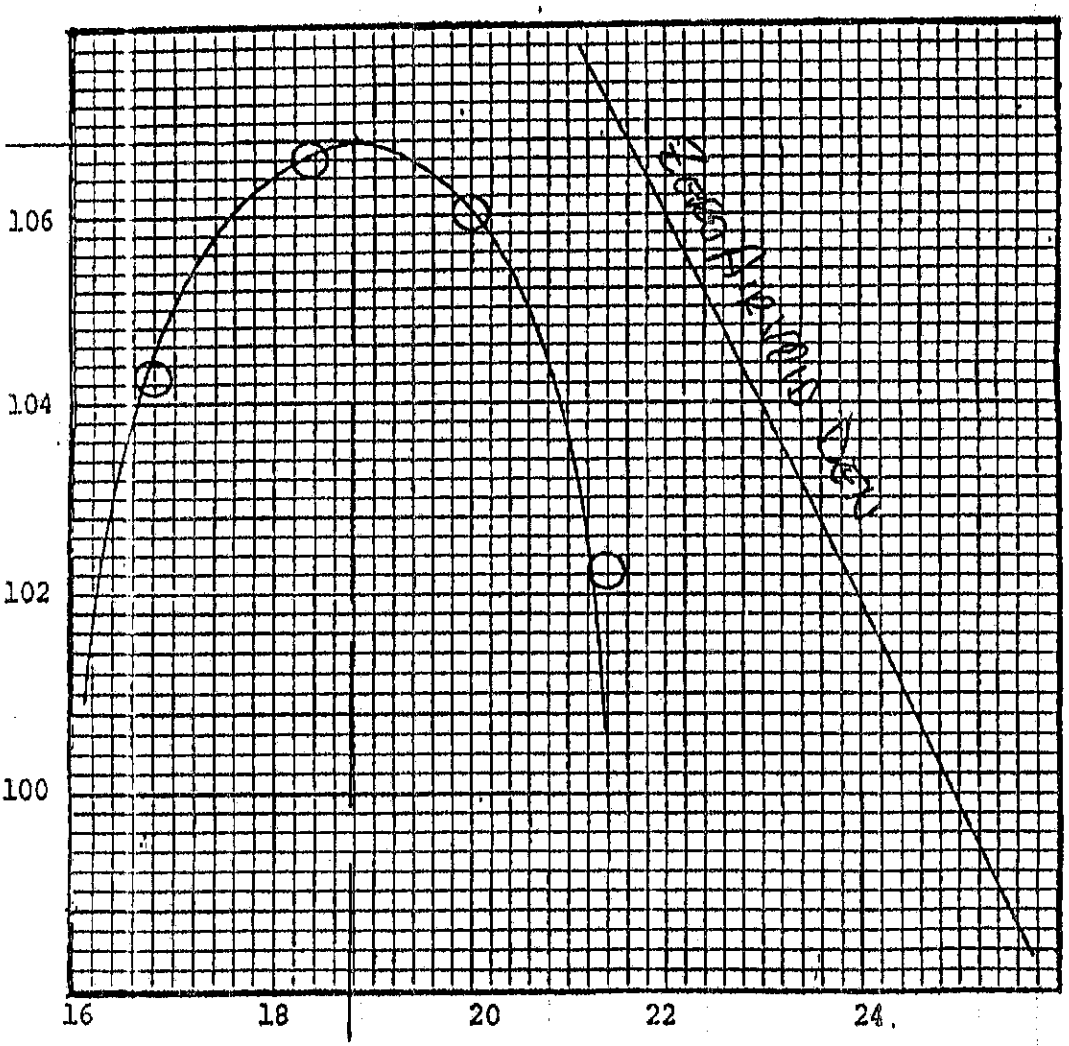
LABORATORY TEST DATA
BASE SEAL MIXTURE
BY MANUFACTURE RECOMMENDATIONS

REPORT DATE: N/A

CLIENT NO.: N/A

Visual Classification: Dark Gray Silty Clay w/Shell & Gravel

Sample Source: Downs Road, Beaumont, Texas



Method of Test: ASTM D-698

Test Results:

Maximum Dry Density: 106.6 lbs/ft³

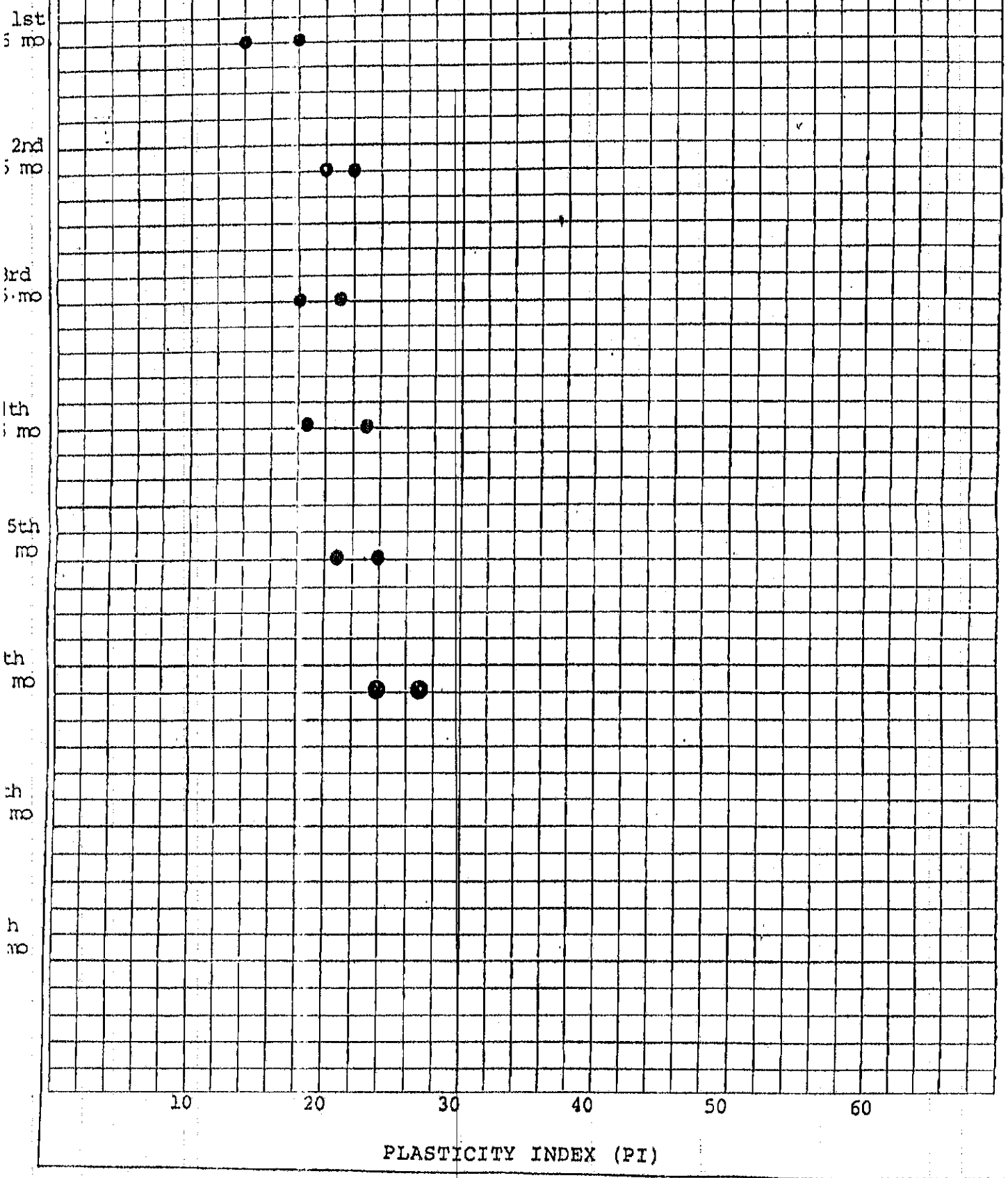
Optimum Moisture Content: 18.8 %

Atterberg Limits:

Liquid Limit: 41 , Plastic Limit: 22 , PI: 19

• (409) 727-6291 •

DOWNS ROAD - BEAUMONT, TEXAS
BASE SEAL MONITORING FOR PLASTICITY INDEX



Inv. #91-05-0692
Date: 5-14-91
J. Williams

61

A. J. ORR'S LABORATORY

INHIBITOR EVALUATION TEST

INHIBITOR: BASE SEAL, EN-1 LEASE: _____ WATER: HOUSTON TAP

INHIBITOR SOLN: _____ ML DISSOLVED IN _____ ML OF _____

ACID GAS: NONE TEMPERATURE: ROOM TEST LENGTH, HOURS: 24

RPM OF WHEEL: 26 BRINE: _____ GM NACL AND _____ ML HAC/LITER OF _____ WATER

COUPON	BRINE ML	HYDROCARBON ML	INHIBITOR CONC. PPM	WT. LOSS MG	MPY	% PROTECTION	INHIBITOR
1	200.0	0.0		0.0	0.000	100	BASE SEAL
2	"	"		35.3	27.110	0	EN-1
3	"	"		18.9	14.515	0	BLANK

REMARKS: Coupons 1/4" X 7 3/8" 1018 Mild Steel

Base Seal is 100% less corrosive than Houston Tap Water

EN-1 is 87% more corrosive than Houston Tap Water.

TEST BY: Craig Willson

Craig Willson

Your Formula for Economic and Efficient Road Building

Non-Toxic
Non-Corrosive
Non-Flammable
Non-Allergenic

Email: Baseseal@Juno.com

BASE-SEAL ®

BASE - SEAL INTERNATIONAL INC.
15822 RIVER ROADS DRIVE
HOUSTON, TEXAS 77079

TEL (281) 497-7743 - FAX (281) 497-1345

CERTIFICATION

December 10, 1997

Ref: **Code of Federal Regulations,** Protection of Environment, Section 40, Parts 400 to 424.

This is to certify none of the chemicals listed in the above referenced publication are used in the manufacturing of Base-Seal soil stabilizer or Top-Shield soil sealant and erosion control.

Ref: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, T.S.C.A. INVENTORY.

This is to certify the ingredients used in the manufacture of Base-Seal soil stabilizer and Top-Shield soil sealant and erosion control are listed in the above EPA, TSCA INVENTORY

James L. Williams

James L. Williams
Base-Seal International, Inc.

Personally appeared before me James L. Williams being duly sworn, subscribed and set his hand and seal on this the 12th day of December, 1997

Brenda Cejka

Notary Public in and for Houston, County, State of Texas, United States of America

BRENDA LEE CEJKA
Notary Public, State of Texas
My Commission Expires
DECEMBER 12, 1998

Visit our web site at www.baseseal.com

Attach E

ANCO TESTING LABORATORY
MATERIALS TESTING DIVISION — GEOTECHNOLOGY, INC.

1552 South 7th
St. Louis, MO 63104

p: (314) 241-052
f: (314) 241-352

November 21, 1997

Report No. A-400867
3807.01.7117.3004

Mr. Joseph A. Vernaci
Vernaci Construction, Inc.
200 W. 12th Street
Washington, Missouri 63090

Ref: Missouri Mulch
Soil Stabilization

Gentlemen:

Per your instructions, we performed laboratory testing to determine the effects of stabilizing agents on the physical properties of a sample of soil submitted by your representative from the referenced project.

The following procedure was followed:

- The bulk soil sample was processed in accordance with ASTM D698 and conditioned to 18 percent total moisture content.
- Liquid Limit, Plastic Limit and Plasticity Index were determined for the natural soil.
- Representative samples of the bulk soil sample were prepared in the following manner, based upon soil wet density of 125 pounds per cubic foot.
  - Three (3) samples prepared using 0.0023 gallons of Base-Seal solution diluted with potable water at the ratio of 30:1 per cubic yard of soil (0.017 ml per 3000 grams of soil at 18 percent moisture content).
  - One sample prepared using eight (8) percent Type C Fly Ash.
  - One sample prepared using ten (10) percent Type C Fly Ash.
  - One sample prepared using twelve (12) percent Type C Fly Ash.
  - One sample prepared using eight (8) percent Type C Fly Ash and Base-Seal at the rate above.
  - One sample prepared using ten (10) percent Type C Fly Ash and Base-Seal at the rate above.
  - One sample prepared using twelve (12) percent Type C Fly Ash and Base-Seal at the rate above.
- Liquid Limit, Plastic Limit and Plasticity Index were determined for the above samples, as were unconfined compressive strength values from the preparation of compacted specimens from the samples in accordance with ASTM D698.

Test results are tabulated and presented graphically on the following pages of this report.

Should there be any questions regarding our report, please contact the undersigned or Mr. Ed McNeil.

Very Truly Yours,

ANCO TESTING LABORATORY

John A. Baker, P.E.
Division Manager

EEM:JAB/em
Copies Submitted: (3)

attach F

AS A MUTUAL PROTECTION TO CLIENTS, THE PUBLIC AND OURSELVES, ALL REPORTS ARE SUBMITTED AS THE CONFIDENTIAL PROPERTY OF CLIENTS AND AUTHORIZATION

ANCO TESTING LABORATORY
MATERIALS TESTING DIVISION -- GEOTECHNOLOGY, INC.
1552 South 7th
St. Louis, MO 63104
p: (314) 241-052
f: (314) 241-352

Vernaci Construction Inc.
Missouri Mulch

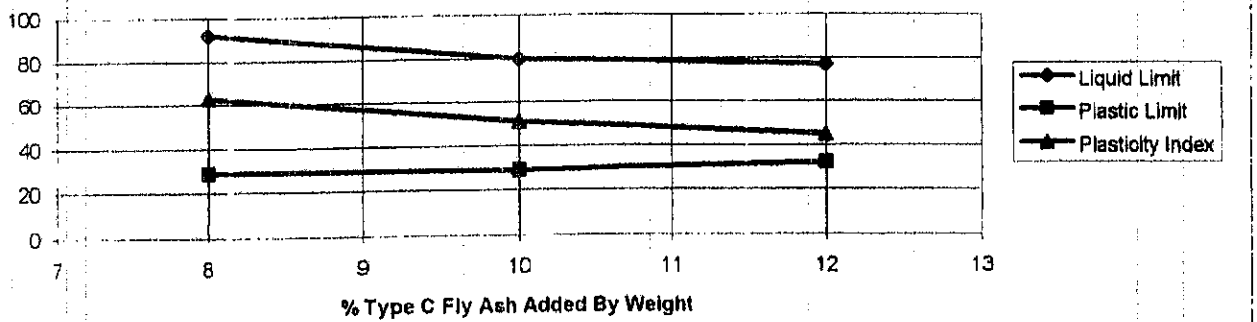
3807.01.7117.3004
Report No. A-400867

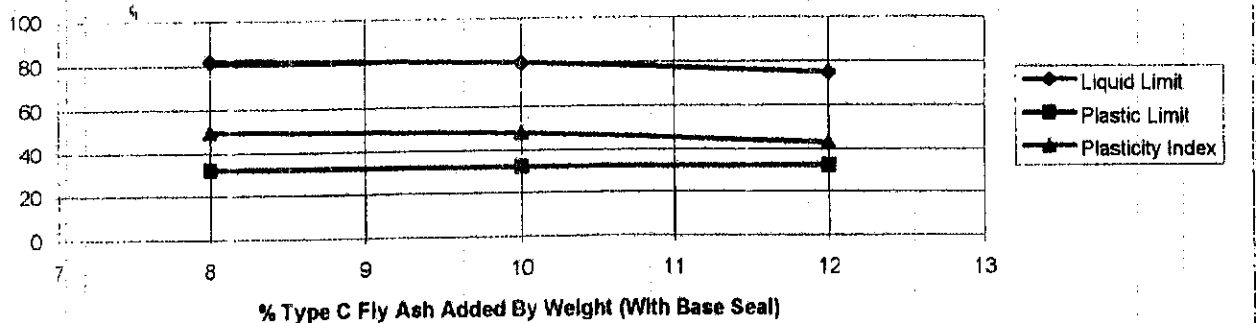
ATTERBERG LIMIT DETERMINATIONS

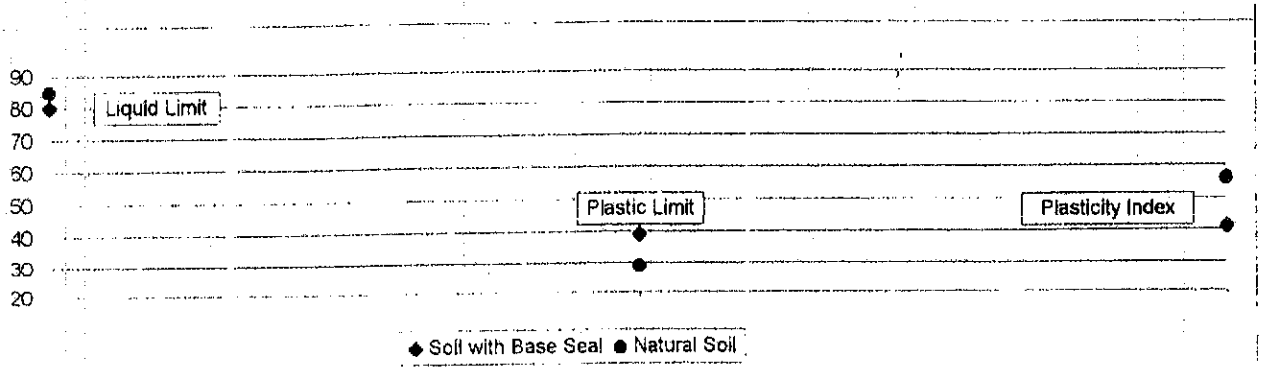
% Added Fly Ash	FLY ASH			FLY ASH + BASE SEAL		
	LL	PL	PI	LL	PL	PI
8	92	29	63	82	32	50
10	80	29	51	80	32	48
12	77	32	45	75	32	43

BASE SEAL ONLY		
LL	PL	PI
80	39	41

[illegible]		
LL	PL	PI
85	29	56







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ANCO TESTING LABORATORY
MATERIALS TESTING DIVISION — GEOTECHNOLOGY, INC.
1552 South 7th
St. Louis, MO 63104
p: (314) 241-052
f: (314) 241-352

Vernaci Construction Inc.
Missouri Mulch

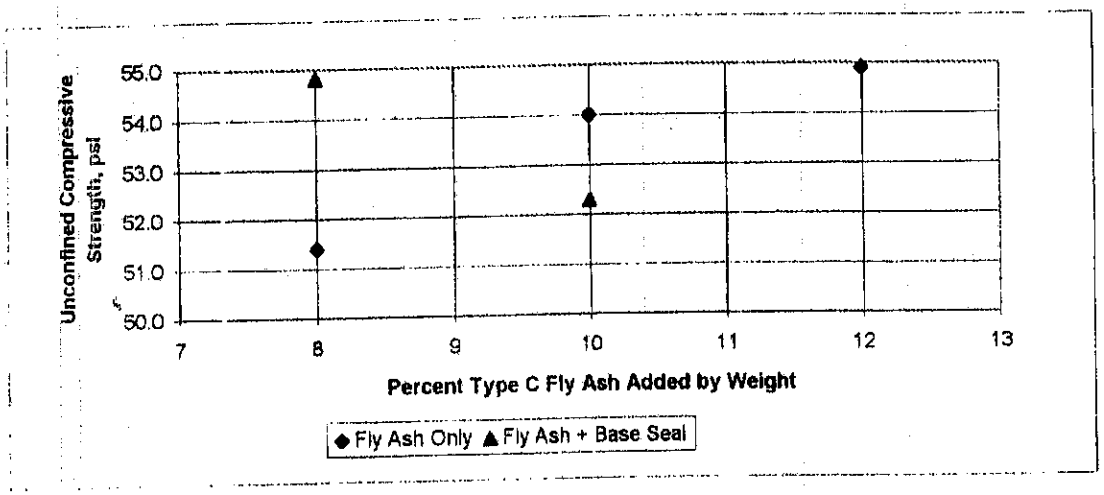
3807.01.7117.3004
Report No. A-400867

UNCONFINED COMPRESSIVE STRENGTH DETERMINATIONS

Unconfined Compressive Strength, psi		
% Added Fly Ash	FLY ASH ONLY	FLY ASH + BASE SEAL
8	51.4	54.8
10	54.0	52.3
12	54.9	*

BASE SEAL ONLY
94.7

*Sample disintegration due to lack of cohesion.



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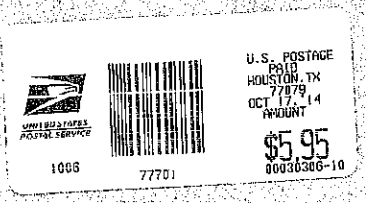
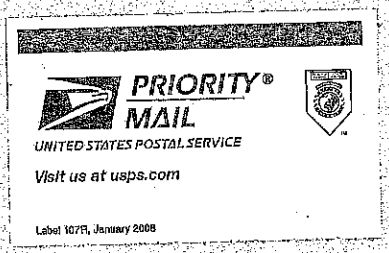
Melanie Williams

BASE SEAL INTERNATIONAL INC
15822 River Roads Drive
Houston, Texas 77079





1149

Jefferson County Purchasing Dept.
1149 Pearl Street, 3rd Floor
Beaumont, Texas
77701

Bid No
IFB 14-041/JW

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Seven Thousand	NO	7000	00	7,000	00
2	3" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	8,060	Seven	Twenty	7	20	58,032	00
3	ROADWAY BORE AND STEEL CASING FOR 3" SEWER FORCE MAIN, ENCLUDE END SEALS	L.F.	112	Forty-Five	NO	45	00	5040	00
4	DRIVEWAY BORE FOR 3" SEWER FORCE MAIN	L.F.	162	Twenty-Two	FIFTY	22	50	3,645	00
5	3" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	11	Two Hundred Twenty-Five	NO	225	00	2,475	00
6	3" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	5	Six Hundred	NO	600	00	3,000	00
7	6"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1	Six Hundred Ten	NO	610	00	610	00
8	4"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Four Hundred	NO	400	00	800	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
9	3"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Four Hundred	No	400	00	800	00
10	3" TERMINAL CLEANOUT W/VAULT	EA.	5	One Thousand One Hundred	No	1,100	00	5,500	00
11	REUSE EXIST 4" TERMINAL CLEANOUT W/VAULT AT BOYT ROAD TO 3" TERMINAL CLEANOUT W/VAULT, INCLUDING ALL FITTINGS	EA.	1	Eight Hundred Fifty	No	850	00	850	00
12	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	EA.	18	One Hundred Ten	No	110	00	1,980	00
13	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE , 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	Two Thousand Two Hundred	No	2,200	00	19,800	00
14	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS AND VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	One Thousand Six Hundred Eighty	No	1,680	00	15,120	00
15	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120	Thirty-Three	No	33	00	3,960	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
ITEMS TO BE USED AS DIRECTED BY ENGINEER									
16	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Twenty- Eight	No	28	00	280	00
17	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Seventy-Five	No	75	00	750	00
18	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Eighty-Five	No	85	00	850	00
19	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	10	Forty	No	40	00	400	00
20	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	One Hundred Eighty	No	180	00	1,800	00
21	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	Two Hundred Fifty	No	250	00	2,500	00
22	DUCTILE IRON FITTINGS	LB.	200	Four	Fifty	4	50	900	00
23	15" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Eighty	No	80	00	2,400	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
24	18" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	One Hundred Ten	No	110	00	3,300	00
						TOTAL		141,792	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 86,827	18
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 54,964	82
						TOTAL		$ 141,792	00

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (180) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the **OWNER** as liquidating damages in the event this proposal is accepted by the **OWNER** within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the **OWNER**, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: Brystar Contracting, Inc.

BY: [signature]

ADDRESS: 8385 Chemical Rd

DATE: October 23rd 2014

Phone: 409-842-6768

Non-collusion Affidavit of Prime Bidder

State of TEXAS }

County of JEFFERSON }

Bryan Phelps, being first duly sworn, deposes and says that:

(1) He is President of Brystar Contracting, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jefferson County (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Bryan Phelps

President
Title

Subscribed and sworn to me this 23rd day of October.

By: Suzanne Holubeck

NOTARY PUBLIC STATE OF TEXAS
SUZANNE HOLUBECK
My Commission Expires
October 26, 2017

Notary Public

My commission expires 10-26-17

Contractor Certifications

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

BRYSTAR
CONTRACTING, INC.
8385 Chemical Road
Beaumont, Texas 77705

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☑ Yes ☐ No

The undersigned hereby certifies that:

☑ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☑ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☑ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☑ The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☑ No

Bryan Phelps, President
NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

10.23.2014
DATE

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 any additional information he desires.

Name of Bidder: Brystar Contracting Date Organized: 7/15/1992

Address: 8385 Chemical Rd Date Incorporated: 7/15/1992
BMT, TX 77705

Number of Years in contracting business under present name: _____

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Please see attached brochure		

Type of work performed by your company: General Contractor - Industrial, Civil

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 enclosed brochure		

Major equipment available for **this** contract: Please see enclosed brochure

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: $ -Open- Bank reference: G.A. Wimberly

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

Executed this 23rd day of Oktber, 2014

By:(signature) _____ Title: President

(print name) Bryan Phelps

Bidder Contact Information

IFB 14-046/KJS

Brystar Contracting, Inc.
Company Name

Point of contact for this offer:

8385 Chemical Rd
Address

Bryan Phelps
Name (Printed)

Beaumont TX 77705
City State Zip

409-842-6768 409-842-6461
Phone Fax

Signature of Point of Contact

Bryan@Brystar.com
E-mail

President
Title

Bid bond return address:

BRYSTAR
CONTRACTING, INC.
8385 Chemical Road
Beaumont, Texas 77705

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Brystar Contracting, Inc as PRINCIPAL, and Liberty Mutual Insurance Company, as SURETY are held and firmly bound unto Jefferson County, Texas hereinafter called the "Owner", in the penal sum of Five Percent (5%) of Amount Bid--- Dollars, ($5% A.B.), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated 10-23-14, for Cheek Community Sewer Improvements Cheek Phase IV

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 23rd day of October, 2014, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Brystar Contracting, Inc

Attest: _____ By: _____ (SEAL)

Affix Corporate Seal

Attest: By: _____

Affix Corporate Seal

Liberty Mutual Insurance Company

Attest: _____ By: _____

Sue Kohler Witness

Michael Cole #1079794
Attorney-in-Fact

Countersigned

By _____

Sharon Cavanaugh

* Attorney-in-Fact, State of Texas

Certificate as to Corporate Principal

I, _____, certify that I am the _____, _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6400016

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C.W. Adams; Cheryl R. Colson; James Wynne Tomforde; Kurt A. Risk; Leland L. Rauch; Michael Cole; Sharon Cavanaugh; Sue Kohler

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of December, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of December, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella , Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of OCT 23 2014, 20_____.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_122013

ACTION CIVIL ENGINEERS, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

ADDENDUM NO. 1

Addendum Issued Date: October 17, 2014

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

The following information is offered for clarification or modification to the project information you now hold.

1. The 3" PVC SDR-26 Sewer Force Main pipe must be green.

2. **BID PROPOSAL**

   (a) Replace **Bid Proposal** *Pages 84 to 87* with revised **Bid Proposal** *Pages 82 to 85* attached.

   Clarification: Quantities for several Bid Items have been revised. Page no has been revised.

3. **WAGE RATE DECISION**

   The most recent Wage Rate *General Decision Number TX140079 01/03/2014 TX79*, attached, has been added to the bid document.

4. **SCOPE OF WORK**

   Replace **Scope of work** with Page 81 with revised **Scope of work** page 81 attached.

The following schedule should be met by all as required:

- 23 October, 2014 – Open bid
- 27 October, 2014 – Award Bid at Jefferson County Commissioner Court
- 10 November, 2014 – Execute Bid Documents at Jefferson County
- 14 November, 2014 – Performance Bond, Pay Bond, Insurance and all other contract documents to be submitted by contractor.

Received

Date: 10.17.2014 **Acknowledged:** _____

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

3727 Doctors Dr.
Port Arthur
Texas 77642

Phone *409-983-6263*
Fax *409-983-6265*
Email *dp@dpengineersinc.com*
Web site: *www. dpengineersinc.com*

Action Civil Engineers, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

RECORD OF MEETING ATTENDANCE

GRANTEE: Jefferson County
PROJECT: Cheek Community Sewer Improvements Phase IV
Texas Department of Agriculture
TXCDBG Contract No. 713250

DATE: October 16, 2014
TIME: 11:00 AM CST
d.p. JOB NO.: 114-12B

SUBJECT OR PURPOSE: PRE-BID CONFERENCE for the "**Cheek Community Sewer Improvements Phase IV**" held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Name of Person	Representing Firm, Agency or Party	Contact No.	E-Mail
MARK Kelly	Ace Eng	409-983-6263	MKelly@dpengineersinc.com
Chanakya Sah	ACE Engg.	"	CSah@dpengineersinc.com
Vivian Ballou	GMJ	409-719-7657	vballou@carlgriffith.com
Will Larrain, PE	Action Civil Engineers	409-728-6253	wlarrain@dpengineersinc.com
Mario Watkins	Jeff. Co.	409 835-8443	mwatkins@co.jefferson.tx.us
Rusty Robinson	Jet	409 673-0851	rushrobi321@Yahoo.com
Sam Stroud II	Jet	409-658-4244	Sam@jetAeration LLC.com ~~Aeration~~ LLC.com
Ricky Mullins	Simco Ent.	409-344-1615	ricky@Simcoent.com
Karen S. Stewart	Jeff Co. Purch	409-835-8693	Ksmith@co.jefferson.tx.us

Action Civil Engineers, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

RECORD OF MEETING ATTENDANCE

GRANTEE: Jefferson County
PROJECT: Cheek Community Sewer Improvements Phase IV
Texas Department of Agriculture
TXCDBG Contract No. 713250

DATE: October 16, 2014
TIME: 11:00 AM CST
d.p. JOB NO.: 114-12B

SUBJECT OR PURPOSE: PRE-BID CONFERENCE for the "**Cheek Community Sewer Improvements Phase IV**" held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Name of Person	Representing Firm, Agency or Party	Contact No.	E-Mail
Richard Taylor	McInnis Construction Inc	office 409 385 5767 Cell 409 284 3424 (Kyle)	Kyle@mcinnisprojects.com
Gus Harris	Brystar Contracting	842-6768 409-791-2170	1668@ATT.net Gdarris1668@ATT.Net
Gerald Wright Jr.	T. Johnson Ind	office 409-246-2440 Cell 409-284-3785	stevehart@gt.rr.com wrightjrg@gmail.com
Ron Lare	Brystar Contracting, Inc.	409-842-6768 *-880-5725	Ron@Brystar.Com.
Keith Burrell	Alco	405-860-4455 cell 405-880-5137	KBurrell@Alco.com
Mike Sivire	M.K. Constructors	409-769-0089 409-730-3451	Salesemkconstructors.com

General Decision Number: TX140079 01/03/2014 TX79

Superseded General Decision Number: TX20130079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Modification Number	Publication Date
0	01/03/2014

* ELEC0479-003 12/31/2012

	Rates	Fringes
ELECTRICIAN	$ 26.00	11.42

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	
Truck drivers:		
Dump	$ 10.00	

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

Summary of Work (Addendum #1)

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install Low Pressure Sewer Force Main. This project has to be completed by May 1, 2015**. Work task includes following sanitary sewer improvement activities:

1. Installation of Low Pressure Sewer Force Main

Install approximately **8,060 L.F.** of 3" PVC SDR-26 Sewer Force Main (**Green**), **112 L.F.** of Roadway Boring and Steel Casing and **162 L.F.** of Driveway Bore Sewer Force Mains including "Mega-Lug" joint restraints for all valves and fittings. Work task also includes hydrostatic testing of new force main per specifications.

Contractor shall install a detector tape in the same trench as a force main pipe and must be located above and parallel to the force main. The detector tape must bear the label "**PRESSURIZED WASTEWATER**" continuously repeated in at least 1.5 inch letters. Unit bid price for the force main installation shall include a detector tape. There will be no separate pay item for installing a detector tape.

2. Service Lines

Service lines location will be determined in the field between the contractor, and engineer. The following are the eighteen (18) addresses:

7257 Boyt	4048 Wells	8643 Phillips
8033 Boyt	8701 Phillips	8461 Landry
9382 Lawhon	5853 Martel	5808 Moonglow
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	7116 Faith
7763 Boyt	7727 Boyt	8664 Phillips

Short side services consist of installing the 1 ¼" FM size Tap Saddle, 1 ¼" SDR-11 HDPE, shut off valve, check valve and valve box at the property line per Plan Details ***(See Sheet 15 of 17)***.

Long sides services will be as noted above but will also include a bore under the roadway. Contractor shall take care not to damage the road surface.

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1						
2	3" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	8,060						
3	ROADWAY BORE AND STEEL CASING FOR 3" SEWER FORCE MAIN, ENCLUDE END SEALS	L.F.	112						
4	DRIVEWAY BORE FOR 3" SEWER FORCE MAIN	L.F.	162						
5	3" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	11						
6	3" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	5						
7	6"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1						
8	4"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2						

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
9	3"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2						
10	3" TERMINAL CLEANOUT W/VAULT	EA.	5						
11	REUSE EXIST 4" TERMINAL CLEANOUT W/VAULT AT BOYT ROAD TO 3" TERMINAL CLEANOUT W/VAULT, INCLUDING ALL FITTINGS	EA.	1						
12	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	EA.	18						
13	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE , 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9						
14	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS AND VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9						
15	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120						

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
ITEMS TO BE USED AS DIRECTED BY ENGINEER									
16	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10						
17	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10						
18	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	10						
19	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	10						
20	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10						
21	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10						
22	DUCTILE IRON FITTINGS	LB.	200						
23	15" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30						

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
24	18" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30						
						TOTAL			
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$	
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$	
						TOTAL		$	

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (_____) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the **OWNER** as liquidating damages in the event this proposal is accepted by the **OWNER** within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the **OWNER**, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: _____ ADDRESS: _____ Phone: _____

BY: _____ DATE: _____

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

Civil Division

BRYSTAR CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

Brystar Contracting, Inc. provides a full range of available services within the construction industry. Our main objective at Brystar is to deliver a quality job in a professional manner, on schedule. We realize that our success depends on the ability to accomplish this as well as the success of the project.

The employees at Brystar have vast experience in various areas of the construction industry. In addition to our highly trained field personnel, Brystar maintains in house estimation, project management, surveying, and engineering staff to continually oversee projects and ensure quality.

Our goal to stay at the forefront of construction technology allows us to better serve our customers and to generate an economical and dependable product.

The following pages contain more specific data on our services. We appreciate your interest in Brystar Contracting, Inc. Should you have any questions please do not hesitate to contact us direct or visit our website at http://www.brystar.com

Sincerely,

Bryan Phelps,
President

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

SERVICES

Brystar Contracting, Inc. provides a full range of available services within the construction industry.

Civil Construction

- Clearing and Grubbing
- Earthwork
- Soil Stabilization
- Drainage Systems
- Potable Water Systems
- Waste Treatment Facilities
- Sanitary Sewer Systems
- Sewer Treatment Facilities
- Concrete Paving
- Structural Concrete
- Dewatering
- Wetlands Restoration

General Building Construction

- Design Build
- Construction Management
- Consulting and Budgeting
- Competitive Bid Services
- Project Management
- Turn Key Construction
- Leed Accredited Services (Green Build)

Utility Rehabilitation

- Hydro excavation
- Pipe Bursting
- Slip Lining
- Pipe Jacking
- Closed Circuit T.V. Pipe Inspection
- High Pressure Line Cleaning
- Manhole Inspection
- Storm Sewer Cleaning
- HDPE Fusion
- Trenchless Technology Consulting

Surveying and Layout

- Construction Surveying and Staking
- Topography Surveys
- Drainage Surveys
- Land Surveying
- Underground Pipe Line Location Service

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

SURVEYING AND LAYOUT DIVISION

Brystar Contracting, Inc. recently formed an in house full time surveying department. Our growing needs in this area along with our continuing effort for quality control necessitated this addition.

T.W. Malone, a surveyor, who has worked in the Southeast Texas area for 30 years, is managing this department. To compliment our experienced personnel we are utilizing the latest in surveying equipment.

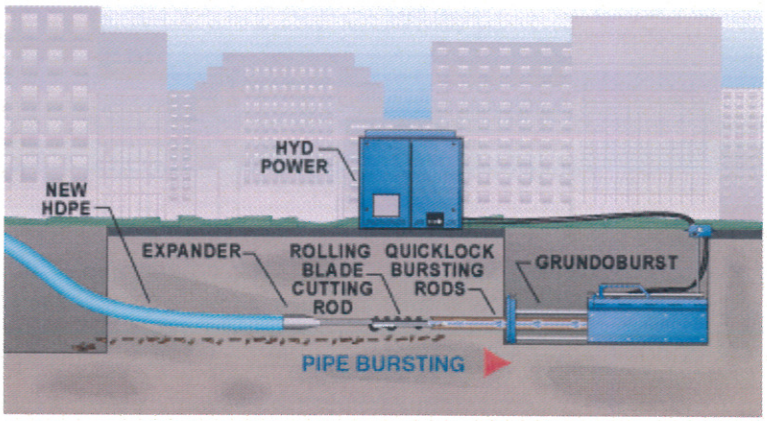
In addition to providing services related to our contractual work we are able to provide the following services for our customers:

1.) Land Surveying
2.) Topography Surveys
3.) Construction Surveying and Staking
4.) Drainage Surveys
5.) Underground Pipe Line Location Service

Pipe Bursting

Brystar Contracting Inc.'s pipe bursting division represents just one of the company's full range of underground services. The proven method of pipe replacement using the static pipe bursting system is just another way Brystar stays on the leading edge of technology. The effectiveness of pipe bursting allows it to be a very economical solution for the replacement of gas, water, sanitary and storm sewer pipes. Furthermore, the pipe bursting method is effective on a wide range of materials such as clay, concrete, cast iron, ductile iron and PVC pipes as well as a selective range of sizes for 4" to 36"

Other important considerations in using the pipe bursting method include many environmental and social factors. By providing a service, which minimizes ground disturbance, supports continuous traffic flow, and maintains landscaping intact, both the client and public will experience the difference in satisfaction.



How it Works

Pulled by a hydraulic bursting unit, the cutter head's unique bladed cutting wheel design is an essential part of the Grundoburst's success. The bladed wheels actually split the host pipe instead of ripping or tearing it like single fin-type static systems. The bladed wheel system is a very "clean" process that requires less power than other static systems and helps prevent potential damage to the product pipe. An attached expander spreads and displaces the split pipe into the surrounding soil while simultaneously pulling in the new pipe.

EQUIPMENT LIST

(3) NEW HOLLAND BACKHOE W/EXT BOOM

REED PORTABLE CONCRETE PUMP

ARROW DROP HAMMER

HYDRAULIC WORK BRIDGE

KOMATSU PC45 MINI EXCAVATOR

KOMATSU PC78 MINI EXCAVATOR

KOMATSU PC200 EXCAVATOR

KOMATSU PC228 EXCAVATOR

CATIPILLER E70 MINI EXCAVATOR

HARLOW FORK LIFT

MCELROY 412 FUSION MACHINE

MCELROY 1236 FUSION MACHINE

JOHN DEERE 544H LOADER

RAYGO MIXER

GE MODULAR OFFICE TRAILER

GRUNDOCRACK 5 TON WINCH

STONE 3 TON TANDEM ROLLER

DYNAPAC SMOOTH DRUM ROLLER

FRIATECH UNIVERSAL FUSION PRO

ROTATING GRADE LASERS

TRASH PUMPS

FONTAINE 55 TON LOWBOY

36' END DUMP TRAILER

(3) VOLVO DUMP TRUCKS

FORD L9000 WINCH TRUCK W/50 TON WINCH

KENWORTH HAUL TRUCK

VAC-CON 12 CY VACUUM TRUCK

FIAT C56 MOTOR GRADER

(7) MOROOKA OFF ROAD D/T

KOMATSU D31P BULLDOZER

MBW CURBING MACHINE

JOINT SEALANT MACHINE

KOMATSU PC15 MINI EXCAVATOR

KOMATSU PC138 MINI EXCAVATOR

(2) KOMATSU PC400 EXCAVATOR

KOBELCO SK270 EXCAVATOR

(3) 39P KOMATSU DOZERS

(2) 8" MCELROY FUSION MACHINE

MCELROY 618 FUSION MACHINE

CHAMPION MOTOR GRADER

KOMATSU WA180 TOOL CARRIER

(4) JOHN DEERE 9520

GRUNDO BURST 800G

TOW TYPE PNEUMATIC ROLLER

CATIPILLAR PADFOOT ROLLER

CATIPILLAR 619 SCRAPER

MISC UTILITY TRAILERS AND EQUIP.

SAFETY TRENCH BOXES

HORIZONTAL BORING EQUIPMENT

AIR COMPRESSOR/AIR SCREED

INTERNATIONAL DUMP TRUCK

PORTABLE WELDERS/GENERATORS

HYDRO TEST PUMP

FONTAINE 40' FLOAT TRAILER

(4) D6 CATERPILLER BULL DOZERS

(6) M-817 OFF ROAD DUMPTRUCKS

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
City of Beaumont Constructed Wetland Facility Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	9/18/92 to 10/04/93	Earthwork, Excavation for Lift Station Facility 370 CY Structural Concrete, 2000 LF Concrete Lined Ditch	$1,172,890.00
Proposed Mill Effluent Discharge System Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	4/01/93 to 5/12/93	Structural Concrete	$294,538.00
Jefferson County, Texas 135FT Steinhagen Bridge Extension Sub to APAC Contact: Roger Tutt (409)866-1444	12/06/93 to 3/03/94	Pile Driving 80 Ea Timber Pile Excavation 4000CY Structural Steel Fabrication and Placement of Precast Concrete	$79,500.00
Rose City, Texas Engineer: Schaumburg & Polk Contact: Arnold Pierce (409)866-0341	8/8/94 to 1/30/96	Water Treatment Plant Upgrade	$580,486.00
St Jude Thaddeus Catholic Church Engineer: M.W. Whitely and Assoc. Contact: Tom Rowe (409)892-0421	1/15/95 to 6/30/95	Construction of South Loop Drive and Appurtenances	$74,313.90
Crain Brothers, Inc Po box 118 Grand Chenier, LA 70643	4/13/95 to 6/30/95	Fina HDPE Pipeline Weld 6,600 FT HDPE Pipe	$154,231.57
Port Arthur, Texas Engineer: Black and Veatch Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	11/10/95 to 8/31/96	Raw Water Reservoir Improvements 48",30" and 20" Ductile Iron Pipe Installation	$1,387,748.00
Port Arthur, Texas Sub to Crain Brothers, Inc. Engineer: Bob Shaw Consulting Contact: Bob Shaw (409)962-0263	11/10/95 to 8/31/96	4th Avenue Sewer Repairs Install +/- 2500LF of 24" Ductile Iron Sanitary Sewer Line, +/- 900 LF 12" PVC Sanitary Sewer	$827,601.00
Edgewood, Texas Engineer: Hayter Engineering, Inc. Contact: Mike Donnan (903)785-0308	5/27/96 to 6/01/97	53,000LF of 10" Water Transmission Line	$520,781.26
Beaumont, Texas Major Drive Engineer: City of Beaumont Contact: Joseph Majdalani (409)866-0023	7/26/96 to 2/28/97	Water Mains and Sanitary Sewer Improvements Pipe Bursting	$299,695.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Groves, Texas Dave Street and Bryan Street Engineer: City of Groves Contact: George Newsome (409)962-4471	11/12/96 to 6/21/97	Sanitary Sewer Improvement Bryan Street- Pipe Bursting Dave Street	$108,795.00
Orange County W.C.I.D. No 1 Engineer: DP Consulting Engineers Contact: Dave Perell (409) 727-6263	5/05/97 to 7/31/97	Water Distribution System Installation for Water Main E. Water Plant to Middle School	$110,000.00
Port Neches, Texas Engineer: DP Consulting Engineers Contact: Leon Rahme (409) 727-9263	6/12/97 to 12/31/97	Wastewater Collection System Improvements Merriman and Goodwin Streets	$356,615.00
Groves, Texas Engineer: Schaumburg and Polk, Inc Contact: Rick Borque (409)866-0341	8/11/97 to 11/7/97	Wastewater Collection System Improvements Allison, Bay, Canal and Lay Streets Pipebursting	$213,203.00
Beaumont, Texas Beaumont ISD-Dishman Elementary School Engineer: Brooks and sparks, Inc. Contact: David Sepulveda (281)578-9595	8/11/97 to 4/17/98	Champion Drive Paving Drainage, Water and Sewer Service	$594,603.00
Orange County W.C.I.D. No 2 Engineer: Schaumburg and Polk, Inc. Contact: Jeff Beavers (409)866-0341	8/22/97 to 2/9/99	Waste Water Collection Improvements-Pipbursting	$1,473,307.00
Nederland, Texas Engineer: Bob Shaw Consulting, Inc Contact: Bob Shaw (409) 962-0263	5/11/98 to 6/30/98	Water and Sewer for Proposed Private Hangar park at Jefferson County Airport	$56,655.00
Silsbee, Texas Ave H Pipebursting Project Engineer: Carroll & Blackman, Inc. Contact: Toby Davis (409)833-3363	7/13/98 to 8/28/98	Replacement of Sanitary Sewer Ave H by Pipe Bursting Method	$170,346.00
Beaumont, Texas Walden Road Widening Project Engineer: City of Beaumont Contact: Hassan Shomalzadeh	6/1/98 to 4/18/00	Walden Road Paving, Storm Drainage, Water and Sewer Service	$5,907,591.95
West Orange, Texas Sanitary Sewer System Rehabilitation Engineer: Schaumburg and Polk, Inc. Contact: Jeff Beavers (409)866-0341	10/22/98 to 09/10/99	Remove and Replace Sanitary Sewer Mains	$327,755.50
Lumberton, Texas Westchase Estates Phase 2 Engineer: Skinner Engineering Contact: Scott Skinner (409)385-2074	3/24/99 to 1/10/00	Water and Sewer Line Extensions, Reinforced Concrete Pavement	$104,487.50
Beaumont, Texas Port Of Beaumont Engineer: Lanier and Associates Contact John Fulton (504) 895-0368	7/15/99 to 9/30/99	Box Culvert Lot 9 Replacement of 8'x10' Concrete Box Culvert	$447,782.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Lumberton, Texas Sub to ICI Construction Contact: Darrell Twin (409)355-5151	5/15/99 to 5/15/00	Concrete Paving of Parking areas and driveways	$329,000.00
Port Arthur, Texas HWY 347 TXDOT Contact: Robert Conner (409)722-8377	11/01/99 to 1/25/00	Turning Lane on Hwy 347	$82,378.22
Beaumont, Texas Franklin Street Widening Project Engineer: City of Beaumont Contact: Hassan Shomalzadeh, P.E.	1/15/00 to 10/01/01	Concrete Pavement Project	$763,067.20
Beaumont, Texas Folsom Drive Pavement Extension Engineer: City of Beaumont Contact: Hassan Shomalzadeh, P.E.	3/15/00 to 3/5/01	50,000CY Roadway Excavation, Lime Treated Base, Cement Treated Base and 46,000SY 10" Concrete Pavement	$2,389,270.90
Beaumont, Texas Port of Beaumont Potable Water Line	4/12/00 to 8/21/00	3,500LF HDPE Water Line 1100LF Directional Bore Under Neches River	$217,410.00
Groves, Texas Water Plant Valve Replacement Engineer: Schaumburg and Polk, Inc. Contact: Rick Borque (409)866-0341	8/12/99 to 9/30/99	Replacement of Misc. Water Valves	$127,650.00
Beaumont, Texas Montclaire Subdivision Phase I Engineer: Carroll & Blackman, Inc Contact: Don Shaver (409)833-3363	5/16/00 to 1/10/01	Sanitary Sewer, Water, Storm Sewer and Paving Improvements for Subdivision	$1,040,805.00
Port Arthur, Texas Sunken Court Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	8/8/00 to 12/13/00	Water System Improvements on Sunken Court at Hwy 347	$45,735.00
Texas Dept. of Transportation Highway 73 Sub to APAC-Texas Contact: Scott	10/30/00 to 12/7/00	Repair Dual 3'x5'x320' Reinforced Concrete Box Culverts by applying Mastic Epoxy with PVC Sheets	$564,200.00
Beaumont Texas Ashton Phase I and II Subdivision Engineer: Fittz & Shipman Contact: Don King (409)832-7238	7/19/00 to 12/20/00	Concrete Pavement w/Curb and Gutter, Storm Sewer, Water Lines, and Sanitary Sewer Lines	$226,744.00
Park at Lake Arthur Park Central M.U.D. Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	8/9/00 to 10/3/00	Water, Sanitary Sewer, and Drainage Facilities to Serve the Park at Lake Arthur Blk 8	$79,903.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Park at Lake Arthur Park Central M.U.D. Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	10/2/00 to 12/19/00	Construction of Paving Facilities to Serve The Park at Lake Arthur	$61,808.00
Deweyville, Texas Cottonwood Entergy, L.P. Contact: Ron Sigur: (409)924-5331	02/01/01 to 09/15/01	Indian Lake Road Improvements	$672,108.00
Port Neches, Texas River Park Estates Engineer: Schaumburg & Polk Contact: Troy Whitehead (409) 866-0341	2/26/01 to 10/01/01	Sanitary Sewer , Water, Storm Sewer, and Paving Improvements	$651,802.00
Park Central Crossing Park Central M.U.D. Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	1/30/01 to 6/25/01	Construction of Water and Sanitary Sewer Improvements to Serve Park Central Crossing	$377,630.00
Deweyville, Texas Cottonwood Entergy, L.P. Contact: Ron Sigur: (409)924-5331	2/01/01 to 07/01/02	Engineer, Design, Furnish, Construct and Install Water Supply System	$2,574,895.00
West Orange Texas Engineer: Schaumburg and Polk Contact: Jeffrey Beaver (409)866-0341	3/5/01 to 10/07/02	Sanitary Sewer Rehabilitation Orange County W.C.I.D. 2	$274,756.00
Groves, Texas Engineer: Schaumburg and Polk Contact: Rick Borque (409)866-0341	4/09/01 to 7/26/01	Sanitary Sewer Rehabilitation Pipe Bursting	$477,798.00
Port Neches, Texas Engineer: Schaumburg and Polk Contact: Rick Borque (409)866-0341	5/20/01 to 11/20/01	Lee Street Sanitary Sewer Rehabilitation	$1,032,750.00
The Colony Engineer: Fittz and Shipman Contact: Don King (409)832-7238	01/02/01 to 5/25/01	Sanitary Sewer, Water, Storm Sewer and Paving Improvements for Subdivision	$277,433.00
Deweyville, Texas Cottonwood Entergy, L.P. Contact: Ron Sigur: (409)924-5331	7/24/01 to 9/24/01	Design and Build CR4212 Asphalt Pavement	$801,836.00
Beaumont, Texas Contract III Small Mains Engineer: City of Beaumont Contact: Joseph Majdalani (409)785-3000	7/29/01 to 11/15/02	Sanitary Sewer Rehabilitation 40,000LF Pipe Bursting 8" to 12"	$1,638,724.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Beaumont, Texas Dowlen Road Interceptor Engineer: Schaumburg and Polk Contact: Jeff Beaver	8/10/01 to 11/01/02	Sanitary Sewer Rehabilitation 16,624LF Slip-Line Existing Pipe	$2,440,037.00
Beaumont, Texas Ivanhoe Dam Reconstruction Project Engineer: Leap Engineering Contact: Robert Hickman	9/6/01 to 6/20/03	Design and Reconstruct Two Dams for Lake Galihad and Lake Charmain	$810,630.00
Beaumont, Texas Lawson's Raw Water Transmission Line Engineer: Freeze and Nichols Contact: Brian Colthorpe (817)735-7300	11/1/01 to 10/30/02	Supply and Install 11,900LF of 48" HDPE and 600LF of 48" Ductile Iron Pipe	$3,931,150.00
Nederland, Texas Engineer: Schaumburg & Polk, Inc Contact: Rick Bourque 866-0341	5/15/02 to 4/1/03	Waste Water Collection System Rehabilitation	$874,869.00
Deerfield Phase I Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-0118	7/18/02 to 3/30/03	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$550,075.00
West Chase Village Engineer: Fittz & Shipman Contact: John Holm,P.E. 832-7238	8/1/02 to 3/30/03	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$359,791.70
Beaumont, Texas Contract II Water Mains Engineer: City of Beaumont Contact: Joseph Majdalani 785-3000	8/10/02 to 11/01/02	Replacement of Waterlines	$259,621.00
Barrington Heights Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-0118	8/19/02 to 12/2002	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$315,722.00
Beaumont Texas Relocate 20" Water Line on Major Dr. Engineer: City of Beaumont Contact: Joseph Majdalani 785-3000	12/2002 to 4/2003	Water Line	$932,284.50
Nederland, Texas Engineer: Schaumburg & Polk, Inc Contact: Rick Bourque 866-0341	April-03 to June-04	Year 4&5 Wastewater Collection System Rehabilitation	$1,781,352.00
Nederland, Texas Central Boulevard Sewer Line Replacement Engineer: Othan, Inc Contact: Jerry Woodward 713-975-8555	May-03 to Sept-03	Sanitary Sewer Line Replacement	$376,051.70

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Beaumont, Texas 23rd Street Pavement Improvement Project Engineer: City of Beaumont Contact: Hassan Shomalzadeh, P.E.	Jul-04 to Nov-04	Water, Sewer, Storm Sewer and Concrete Pavement	$1,824,683.85
Nederland, Texas 5th Avenue Sanitar Sewer Rehab Engineer: Othan, Inc Contact: jerry woodward, P.E. 713-975-8555	Jul-03 to Nov-03	Sanitar Sewer Line Replacement	$188,785.00
Fairfield Phase I Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-3363	Sep-03 to Feb-04	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$528,741.00
Lower Neches Valley Authority 10" Combined Pipeline Replacement Engineer: LNVA Contact: Robert Stroder, P.E. 409-892-4011	Sep-03 to Jan-04	Installation of 10" Carbon Steel Pipe on Support Structures	$135,720.00
S. Newton Water Supply Corp. Lift Station Improvements Engineer: Schaumburg & Polk, Inc. Contact Rick Bourque, P.E. 409-866-0341	Sep-03 to Jun-04	Construct 5 ea Sanitary Sewer Lift Stations, Tie-in to Existing Lines, Install Grinder Pumps,Electrical, and Paving	$992,500.00
Nederland, Texas 5th Street Trunk Line Replacement Engineer: Schaumburg & Polk, Inc. Contact: Rick Bourque, P.E. 409-866-0341	Nov-03 to May-04	Install 24" DIP Sewer Line	$867,485.00
City of Beaumont Delaware Street Extension Engineer: City of Beaumont Contact: Hassan Shomalzedah P.E.	Nov-03 to Jan-06	Roadway Excavation, Lime Treated Base, Cement Treated Base and Concrete Pavement	$4,224,066.30
Mobil Oil Federal Credit Union Subcontractor for Retenbach Constructors Project Manager: Mike Smith Phone: 817-479-1000	Mar-04 to Nov-04	Water, Sanitary Sewer, Storm Sewer, Lime Stablization, Final Grading	$330,000.00
Lake Estates Subdivision Engineer: George Newsome Phone: 409-963-3830	Mar-04 to Aug-05	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$974,000.00
Stone Oak Industrial Park Engineer: B-Line Surveyors Contact: Dave McClenan 409-883-6698	Apr-04 to Sep-04	Water, Sanitary Sewer, Storm Sewer and Paving for Industrial Park Facilities	$350,000.00
Barrington Heights Phase VI Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	May-04 to Sep-04	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$441,000.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Hillebrant Office Park Engineer: Mark Whitely & Associates, Inc. Contact: John Hinds 409-892-0421	Jul-04 to Nov-04	Water, Sanitary Sewer, Storm Sewer and Paving for Industrial Park Facilities	$154,000.00
Hardin County Disaster Relief Project Engineer: Carroll & Blackman, Inc. Contact: Cody Croley,P.E. 833-3363	Sep-04 to May-05	Extensive Clearing, Enlargement of approximately 3000LF of Ditch for Flood Control	$194,000.00
Cowboy Honda Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Nov-04 to Apr-05	Water, Sanitary Sewer, Storm Sewer, and Dirt Work for New Honda Dealership	$228,000.00
Pt. Neches 2004 Sewer Imp. Project Engineer: Schaumburg & Polk, Inc. Contact: Ronnie Wallace 409-866-0341	Dec-04 to Oct-05	Sanitary Sewer Line Replacement, Manholes, Services	$840,000.00
54" Interceptor Rehabilitation Project Engineer: Allan Plummer Associates, Inc. Contact: Ross Standifer,P.E. Phone: 214-631-6100	Dec-04 to Jul-05	Sliplined 54" Storm Sewer Line with 48" HOBAS Pipe for City of Beaumont	$938,000.00
Muela Creek Drive Engineer: L&L Engineers & Planners Contact: Larry Sheppard 409-383-0000	Feb-05 to Oct-05	Water, Sanitary Sewer, Storm Sewer and Paving for Industrial Park Facilities	$384,000.00
Montclaire Phase II Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Feb-05 to Jun-05	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$293,000.00
South Cleveland Street, C.O. Dayton Engineer: Chica & Associates Contact: Rod Thrailkill 409-833-4343	May-05 to Sep-05	Storm Sewer, Excavation, and Concrete Paving for the City of Dayton	$370,000.00
Bunns Bluff Levee Improvements Engineer: Freese Nichols Contact: Tony Bosecker Phone: 817-735-7300	Dec-03 to Dec-05	Rehabilitate and Improve Levees for the City of Beaumont	$2,583,000.00
Nederland Wastewater Sys Rehab 2005 Engineer: Schaumburg & Polk, Inc. Contact: Rick Bourque, P.E. 409-866-0341	Feb-05 to Dec-05	Sanitary Sewer Line Replacement, Manholes, Services, Pipe Bursting	$396,000.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Highpoint Phase I Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Jun-05 to Jan-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$370,000.00
Aerated Lagoon Improvements Engineer: Allan Plummer Associates, Inc. Contact: Ross Standifer,P.E. Phone: 214-631-6100	Apr-05 to May-06	Construction of New Sewer Holding Pond and Piping at City of Beaumont Sewer Plant	$3,000,000.00
Lindbergh Waterline Replacement Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	Jun-05 to Feb-06	HDPE Water Line Replacement by Bore for the City of Beaumont	$500,000.00
Port Neches Bond Improvements III-C Engineer: Schaumburg & Polk, Inc. Contact: Ronnie Wallace 409-866-0341	Jul-05 to Feb-06	Water, Sanitary Sewer, Paving for the City of Port Neches	$1,500,000.00
Highlands Pointe' Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Aug-05 to Feb-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$800,000.00
Pine Glenn Fifth Addition Engineer: Fittz & Shipman, Inc. Contact: John Holm, P.E. 409-832-7238	Dec-05 to May-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$315,000.00
Westchase Section 9 Engineer: Fittz & Shipman, Inc. Contact: John Holm, P.E. 409-832-7238	Jan-06 to May-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$320,000.00
North Street Water Line Replacement Engineer: City of Beaumont Contact: Hani Tohme, P.E. Phone: 409-866-0026	Jan-06 to Nov-06	HDPE Water Line Replacement by Bore for the City of Beaumont	$388,000.00
23rd Street Peak Flow Force Main Engineer: Lloyd Engineering Contact: Stan Lloyd, P.E. Phone:	Jan-06 to Nov-06	Install 30" Force Main for the City of Beaumont	$980,000.00
WWTP Improvements, Daisetta Engineer: Klotz & Associates, Inc. Contact: George Colvin, P.E. Phone: 936-634-4934	Jun-06 to Jan-07	Construct New Lagoon Facilities, Concrete Structures, and Control Bldg. For the City of Daisetta	$685,000.00
IH 10 Frontage Road Water and Sewer Engineer: City of Beaumont Contact: Patrick Donart 409-785-3019	Aug-06 to Oct-07	Install 20" Waterline by Open-Cut and Bore methods. Install 18" Sewer by Open Cut and Bore methods.	$1,287,628.00
FM365 Widening TXDOT Engineer: TXDOT	Oct-06 to	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$2,748,208.75

Work History (abridged) Civil Division			
Name and Contact	Date	Description	Amount
Jack Mosier (409)722-8377	Jul-07	Sewer and Paving for Subdivision	$2,748,268.75

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Westchase Section 8 Engineer: Fittz & Shipman, Inc. Contact: John Holm, P.E. 409-832-7238	Feb-07 to Apr-07	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$168,169.00
Downtown Imp Calder to Blanchette Engineer: City of Beaumont Engineering Contact: Hassan Sholalzadeh 409-880-3725	Mar-07 to Feb-09	10" Concrete Paving, Water, Sewer, Storm Sewer, Brick Paved Drives and Sidewalks	$6,377,855.59
West Trunk Outfall Rehabilitaion Engineer: Lloyd Engineering Contact: Stan Lloyd, P.E. Phone: 281-477-6985	Oct-07 to Mar-09	Sliplined 54" Storm Sewer Line with 48" HOBAS Pipe for City of Beaumont	$3,417,512.00
Downtown Imp Cathedral Square Engineer: City of Beaumont Engineering Contact: Hassan Shomalzadeh 409-880-3725	Dec-07 to Mar-08	Brick Paved Sidewalks and Drives	$350,000.00
Barrington Heights Phase VIII Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Jan-08 to Jul-08	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$1,005,124.00
Nederland, Texas Beauxart Garden/Hodgson Road Drainage Engineer: Schaumburg and Polk Contact: Rick Bourque, P.E. 409-866-0341	May-09 to Nov-09	Drainage: Install 10'x4' Conc Box, 66"x51" Arch Pipe.	$348,500.00
Downtown Brick Paved Sidewalk Project Engineer: City of Beaumont Engineering Contact: Hassan Shomalzadeh 409-880-3725	Nov-08 to Nov-12	Brick Paved Sidewalks and Drives, Storm Sewer, Asphalt Milling and Overlay	$8,595,437.00
Cattail Marsh Wetlands Rehabilitation Engineer: Alan Plummer and Assoc. Contact: Ross Standifer, P.E. Phone: 214-631-6100	Nov-07 to 99%	Rehabilitate Cattail Marsh Constructed Wetlands	$12,894,000.00
Nederland, Texas Beauxart Garden Road Improvements Engineer: Schaumburg and Polk Contact: Rick Bourque, P.E. 409-866-0341	Jul-09 to Aug-10	Water, Sewer, Storm Sewer and Concrete Pavement	$1,242,278.90

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Port Neches, Texas Ridgemont Lift Station and Force Main Engineer: Carroll and Blackman Contact: Toby Davis P.E. 409-866-6103	Sept-09 to Jan-11	Lift Station and Forcemain	$846,400.00
Lumberton, Texas DRSII Contract 1 Detention Pond No 1 Engineer: Schaumburg & Polk Contact: Travis Williams, P.E. 409-866-0341	Jul-10 to Apr-11	Dentention Pond	$1,768,700.00
Barrington Heights Phase IX Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 409-833-3363	Jan-11 to May-11	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$424,561.25
Waco, Texas 20" Submarine Water Supply Transmission Line Crossing Waco Lake Contact: Mike Jones, P.E. 409-866-0341	Mar-11 to July-11	Bore 3,700LF 20" HDPE Waterline beneath Waco Lake	$1,579,085.00
Port Arthur, Texas Mauve Ditch Engineer: Arceneaux and Gates, Inc Contact: Joe Wilson 409-724-7888	May-11 to Dec-11	Concrete Lined Ditch	$292,236.00
Beaumont, Texas Corley Street Drainage Improvements From 366' West of Seventh Street to 49' East of Fifth Street Contact: Hassan Shomalzadeh, P.E. 409-880-3725	May-11 to Feb-12	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$1,049,863.00
Beaumont, Texas Madison Street Pavement, Drainage, Water & Sanitary Sewer Imp. Project Contact: Hassan Shomalzadeh, P.E. 409-880-3725	Aug-11 to May-13	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$2,396,243.20

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Lumberton, Texas Lumberton Park Engineer: Mark Whiteley and Assoc. Contact: Mark Whiteley, P.E. 409-924-8200	Sept-11 to Aug-12	13,000SY Conc Paving of Park Road and Parking Lot	$624,468.00
Westchase Section 10 Engineer: Fittz & Shipman, Inc. Contact: John Holm, P.E. 409-832-7238	Sep-11 to Dec-11	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$178,654.00
City of Beaumont, Texas East Lucas Lift Station & Force Main Engineer: Schaumburg & Polk Contact: Nestor Barroeta, P.E. 409-866-0341	Apr-10 to Feb-12	Lift Station and Forcemain	$2,112,939.00
City of Beaumont Scale Installation Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	Nov-11 to Feb-12	Install New Weigh Scales @ COB Landfill	$90,725.00
Bridge City City Wide Manhole Repair Engineer: DP Consulting Contact: Mark Kelly 409-983-6263	Dec-11 to Aug-12	Remove and Replace Sanitary Sewer Man Holes	$425,330.00
Small Mains Contract XXI Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	Dec-11 to Dec-13	Replace 32,000 LF of 6", 8" and 10" Sanitary Sewer Mains and Laterals by Pipeburst Method	$1,644,323.00
WWTP Wet Weather Flow Improvements Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	April-12 to Jan-14	Convert Pond No 1 to Flow Equalization Basin, Clean and Desludge, Install Aeration Systym and Assoc. Electrical	$4,391,500.00
Fairfield Phase III Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-3363	Feb-13 to Aug-13	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$618,716.40
Beaumont, Texas 7th Street Pavement, Drainage, Water & Sanitary Sewer Imp. Project Contact: Joe Majdalani, P.E. 409-880-3725	Aug-13 to 95%	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$6,075,569.65
The Meadows Ph II West Engineer: Schaumburg & Polk Contact: Troy Whitehead, P.E. 409-866-0341	Oct-13 to Jan-14	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$322,430.00

Work History (abridged) Civil Division			
Name and Contact	Date	Description	Amount
Beaumont, Texas Washington Street Pavement, Drainage, Water & Sanitary Sewer Imp. Project Contact: Joe Majdalani, P.E. 409-880-3725	Jun-14 to 8%	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$16,478,838.95

BRYAN LYNN PHELPS

P.O. box 577 * China, TX. 77613 * (409) 842-6768

EXPERIENCE

1991 TO PRESENT

BRYSTAR CONTRACTING, INC., BEAUMONT, TX.
PRESIDENT, STOCKHOLDRER
RESPONSIBILITIES: ESTIMATING, PLANNING, SCHEDULING, AND ON SITE MANAGEMENT OF VARIOUS HEAVY CONSTRUCTION PROJECTS.
JOB MILESTONES:
WETLANDS FACILITY FOR CRAIN BROS. INC.
OWNER: CITY OF BEAUMONT
CONSULTING ENGINEER: SCHAUMBURG & POLK
JOB COST: 8.9 MILLION
DESCRIPTION OF WORK: FAST TRACK PROJECT CONSISTING OF EXCAVATING, LOADING, AND HAULING, OF 700,000 CY OF ONSITE EARTHEN FILL TO CONSTRUCT 9.8 MILES OF LEVEE AT 95% STANDARD DINSITY, 9.8 MILES OF LIMESTONE ROADWAYS, A 200 L.F. CONCRETE BRIDGE, LIFT STATION FACILITY INCLUDING 7 EACH 30" PUMPS AND 380 CY STRUCTURAL CONCRETE, 640' 72" SIPHON PIPE 782' 72" AERIAL CROSSING, 11,689' 54" R.C.P. PROJECT WAS COMPLETED IN 11 MONTHS, ON SCHEDULE.
CURRENT JOBS:
REFER TO BRYSTAR WORK HISTORY

1987 TO 1989

MAYERS, INC., NEW MILFORD, CONNECTICUT
PROJECT MANAGER/ ESTIMATOR (FEBRUARY 1989 TO NOVEMNBER 1991)
RESPONSIBILITIES: MANAGEMENT OF SITE WORK PROJECTS INCLUDING SETTING
UP JOBS, SCHEDULING;
ADMINISTRATION FUNCTIONSINCLUDING BILLING IN PROJECTS RANGING FROM
$200,000 TO $ 2 MILLION.
ADDITIONAL DUTIES INCLUDING ALL ASPECTS OF ESTIMATING SITE WORK/UTILITY COSTS, TAKE OFF AND PRICING, UNIT PRICING, LUMP SUM BID, COST ANALYSIS, AND RELATED DUTIES. UTILIZED AGTEK SOFTWARE TO DETERMINE CUT AND FILL, QUANITY, AND OTHER DIMENSIONS.

1987 TO 1989

MAYERS, INC., NEW MILFORD, CONNECTICUT
JOB SUPERINTENDENT (FEBRUARY 1987 TO FEBRUARY 1989)
RESPONSIBILITIES: IN CHARGE OF PLANNING AND SCHEDULING OF ALL PHYSICAL
WORK ON VARIOUS ON-SITE PROJECTS INVOLVING ALL ASPECTS OF UTILITIES, INCLUDING MASS EARTH/ROCK EXCAVATIONS FOR CONSTRUCTING BOTH FOUNDATIONS AND ROADWORK.

1985 TO 1987

JOHN BANKSTON CONSTRUCTION & EQUIPMENT RENTAL, INC.
BEAUMONT, TEXAS.
HEAVY EQUIPMENT OPERATOR AND SUPERVISOR
RESPONSIBILITIES: JOB FOREMAN ON VARIOUS WATER, SEWER AND CONCRETE
PAVING PROJECTS AS WELL AS HEAVY EQUIPMENT OPERATOR DUTIES (MOTOR GRADERS, DOZERS, SCRAPPERS, BACKHOES, LOADERS, AND RELATED EQUIPMENT).

1984

S & S ENTERPRISES, BRIDGE CITY, TEXAS.
JOB SUPERINTENDENT
RESPONSIBILITES; DIRECTED AND COORDINATED CONSTRUCTION OPERATIONS
ON VARIOUS CONSTRUCTION PROJECTS, INSTALLING LARGE DIAMETER SEWER AND CONCRETE PAVING PROJECTS AS WELL AS HEAVY EQUIPMENT OPERATOR DUTIES (MOTOR GRADERS, DOZERS, SCRAPPERS, BACKHOES, LOADERS, AND RELATED EQUIPMENT).

1983

RUSS MILLER CONSTRUCTION CO. INC., BEAUMONT, TEXAS
JOB SUPERINTENDENT

1982

HARRISON INDUSTRIAL, BEAUMONT, TEXAS
JOB SUPERINTENDENT

1981

MAR-LEN CONSTRUCTION, INC. NEDERLAND, TEXAS
HEAVY EQUIPMENT OPERATOR

EDUCATION

FOREST PARK HIGH SCHOOL, BEAUMONT, TEXAS

INDEX OF PROFESSIONAL SERVICES

BANKING

COMMUNITY BANK	G.A. WIMBERLY	(409) 861-7220
CAPITAL ONE	PIERCE HARRINGTON	(409) 880-1356

ACCOUNTING

EDGAR, KIKER & CROSS	GARY ZIMMERMAN	(409) 892-0233

LEGAL

MEHAFFEY & WEBBER	JOE BROUSSARD	(409) 835-5011

INSURANCE

MC ELVEEN INSURANCE RISK MANAGEMENT	DOUG MC ELVEEN	(800) 256-8960

BONDING

INSURANCE ALLIANCE	CHUCK ADAMS	(713) 966-1763

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, McInnis Const., Inc. as PRINCIPAL, and North American Specialty Insurance Company, as SURETY are held and firmly bound unto Jefferson County Purchasing Department hereinafter called the "Owner", in the penal sum of Five Percent of Amount Bid Dollars, ($ -5%-), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated October 23, 2014, for Cheek Community Sewer Improvements-Cheek Phase IV - Bid No.: IFB 14-046/KJS

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 23rd day of October 2014, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

McInnis Construction, Inc.

Attest: _____

By: _____ (SEAL)

Affix Corporate Seal

North American Specialty Insurance Co.

Attest: _____

By: _____

Douglas N. McElveen, Attorney-in-Fact

Affix Corporate Seal

Attest: _____

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Louisiana

Certificate as to Corporate Principal

I, Debbie McInnis certify that I am the Secretary Secretary of the Corporation named as Principal in the within bond; that Ricky McInnis who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: President Ricky McInnis

* Power-of-attorney for person signing for Surety Company must be attached to bond.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

DOUGLAS N. McELVEEN, AMANDA B. McELVEEN, AND CHRISTINE BAKER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of August, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 6th day of August, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of October, 2014.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

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 Ricky McInnis (Name), who

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

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

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

foregoing on behalf of the said McInnis 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: McInnis Construction, Inc.,

675 South 4th Street, Silsbee, Texas 77656

Fax: 409-385-0158 Telephone : 409-385-5767

By: Ricky McInnis (Print name) Title: President

Signature: Ricky McInnis

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

this the 23rd day of October, 2014.

Fred A. Stepp, II Notary Public in and for the State of Texas

FRED ALLEN STEPP II
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expire[illegible]3-08-2015

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520 [ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Twelve thousand six hundred fifty dollars	zero	$12,650.	00	$12,650.	00
2	3" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	8,060	Fourteen dollars	Forty-six cents	$14.	46	$116,511.	33
3	ROADWAY BORE AND STEEL CASING FOR 3" SEWER FORCE MAIN, ENCLUDE END SEALS	L.F.	112	Forty- six dollars	zero	$46.	00	$5,152.	00
4	DRIVEWAY BORE FOR 3" SEWER FORCE MAIN	L.F.	162	Twenty-three dollars	zero	$23.	00	$3,726.	00
5	3" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	11	Sixty-nine dollars	zero	$69.	00	$759.	00
6	3" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	5	Four hundred eighty-eight dollars	zero	$488.	75	$2,443.	75
7	6"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1	Eighty-six dollars	twenty-five cents	$86.	25	$86.	25
8	4"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Sixty-nine dollars	zero	$69.	00	$138.	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
9	3"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Sixty nine dollars	zero	$69.	00	$138.	00
10	3" TERMINAL CLEANOUT W/VAULT	EA.	5	Eight Hundred twenty eight dollars	zero	$828.	00	$4,140.	00
11	REUSE EXIST 4" TERMINAL CLEANOUT W/VAULT AT BOYT ROAD TO 3" TERMINAL CLEANOUT W/VAULT, INCLUDING ALL FITTINGS	EA.	1	Five hundred seventy - five dollars	zero	$575.	00	$575.	00
12	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	EA.	18	Fifty-Seven dollars	fifty cents	$57.	50	$1,035	00
13	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE , 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	Eight hundred seventy-nine dollars	seventy-five cents	$879.	75	$7,917.	75
14	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS AND VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	Four hundred sixty dollars	zero-	$460.	00	$4,140.	00
15	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120	Fifty-one dollars	Seventy-five cents	$51.	75	$6,210.	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
ITEMS TO BE USED AS DIRECTED BY ENGINEER									
16	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Thirty-four dollars	fifty cents	$34.	50	$345.	00
17	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Fifty-seven dollars	fifty cents	$57.	50	$575.	00
18	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Eighty-six dollars	twenty-five cents	$86.	25	$862.	50
19	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	10	Forty- Six dollars	zero	$46.	00	$460.	00
20	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	Two hundred fifty-eight dollars	seventy-five cents	$258.	75	$2,587.	50
21	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	Four hundred sixty dollars	zero	$460.	00	$4,600.	00
22	DUCTILE IRON FITTINGS	LB.	200	Four dollars	sixty cents	$4.	60	$920.	00
23	15" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Forty - Six dollars	zero	$46.	00	$1,380.	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
24	18" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Fifty-Nine dollars	Eighty cents	$59.	80	$1,794.	00
						TOTAL		$176,271.	08
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 50,000.	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 126,271.	08
						TOTAL		$ 176,271.	08

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (60) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the **OWNER** as liquidating damages in the event this proposal is accepted by the **OWNER** within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the **OWNER**, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: McInnis Construction, Inc., ADDRESS: 675 South 4th Street, Silsbee, Texas 77656 Phone: 409-385-5767

BY: Ricky McInnis DATE: October 23, 2014

Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business
EXCAVATION	1	30,000		
BORING	1	3,000		

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with L/M Residents
LABOR	3	3	0	0
OPERETORS	3	3	0	0
PIPE LAYER	3	3	0	0
Totals	9	9	0	0

ACTION CIVIL ENGINEERS, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

ADDENDUM NO. 1

Addendum Issued Date: October 17, 2014

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

The following information is offered for clarification or modification to the project information you now hold.

1. The 3" PVC SDR-26 Sewer Force Main pipe must be green.
2. **BID PROPOSAL**

   (a) Replace **Bid Proposal** *Pages 84 to 87* with revised **Bid Proposal** *Pages 82 to 85* attached.

   Clarification: Quantities for several Bid Items have been revised. Page no has been revised.
3. **WAGE RATE DECISION**

   The most recent Wage Rate *General Decision Number TX140079 01/03/2014 TX79*, attached, has been added to the bid document.
4. **SCOPE OF WORK**

   Replace **Scope of work** with Page 81 with revised **Scope of work** page 81 attached.

The following schedule should be met by all as required:

- 23 October, 2014 – Open bid
- 27 October, 2014 – Award Bid at Jefferson County Commissioner Court
- 10 November, 2014 – Execute Bid Documents at Jefferson County
- 14 November, 2014 – Performance Bond, Pay Bond, Insurance and all other contract documents to be submitted by contractor.

Received

Date: October 22, 2014 **Acknowledged:** _____

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

3727 Doctors Dr.
Port Arthur
Texas 77642

Phone 409-983-6263
Fax 409-983-6265
Email dp@dpengineersinc.com
Web site: www. dpengineersinc.com

General Decision Number: TX140079 01/03/2014 TX79

Superseded General Decision Number: TX20130079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Modification Number	Publication Date
0	01/03/2014

* ELEC0479-003 12/31/2012

	Rates	Fringes
ELECTRICIAN	$ 26.00	11.42

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	
Truck drivers:		
Dump	$ 10.00	

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

Summary of Work (Addendum #1)

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install Low Pressure Sewer Force Main. This project has to be completed by May 1, 2015.** Work task includes following sanitary sewer improvement activities:

1. Installation of Low Pressure Sewer Force Main

Install approximately **8,060 L.F.** of 3" PVC SDR-26 Sewer Force Main (**Green**), **112 L.F.** of Roadway Boring and Steel Casing and **162 L.F.** of Driveway Bore Sewer Force Mains including "Mega-Lug" joint restraints for all valves and fittings. Work task also includes hydrostatic testing of new force main per specifications.

Contractor shall install a detector tape in the same trench as a force main pipe and must be located above and parallel to the force main. The detector tape must bear the label **"PRESSURIZED WASTEWATER"** continuously repeated in at least 1.5 inch letters. Unit bid price for the force main installation shall include a detector tape. There will be no separate pay item for installing a detector tape.

2. Service Lines

Service lines location will be determined in the field between the contractor, and engineer. The following are the eighteen (18) addresses:

7257 Boyt	4048 Wells	8643 Phillips
8033 Boyt	8701 Phillips	8461 Landry
9382 Lawhon	5853 Martel	5808 Moonglow
7964 Boyt	7606 Boyt	8684 Phillips
7351 Boyt	7498 Boyt	7116 Faith
7763 Boyt	7727 Boyt	8664 Phillips

Short side services consist of installing the 1 ¼" FM size Tap Saddle, 1 ¼" SDR-11 HDPE, shut off valve, check valve and valve box at the property line per Plan Details ***(See Sheet 15 of 17)***.

Long sides services will be as noted above but will also include a bore under the roadway. Contractor shall take care not to damage the road surface.

Action Civil Engineers, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

RECORD OF MEETING ATTENDANCE

GRANTEE: Jefferson County
PROJECT: Cheek Community Sewer Improvements Phase IV
Texas Department of Agriculture
TXCDBG Contract No. 713250

DATE: October 16, 2014
TIME: 11:00 AM CST
d.p. JOB NO.: 114-12B

SUBJECT OR PURPOSE: PRE-BID CONFERENCE for the "Cheek Community Sewer Improvements Phase IV" held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Name of Person	Representing Firm, Agency or Party	Contact No.	E-Mail
Mark Kell	Ace Eng.	409-983-6263	MKell@dpengineersinc.com
Chanakya Sah	Ace Engg.	"	CSah@dpengineersinc.com
Vivian Ballou	GMJ	409-719-7657	vballou@carlgriffith.com
Will Lorrain, PE	Action Civil Engineers	409-728-6253	wlorrain@dpengineersinc.com
Mario Watkins	Jeff. Co.	409 835-8443	mwatkins@co.jefferson.tx.us
Rusty Robinson	Jet	409 673-0851	rushrobi321@Yahoo.com
Sam Stroud II	Jet	409-658-4244	Sam@jetoperationsllc.com
Ricky Mullins	Simco Ent.	409-344-1615	ricky@Simcoent.com
Karen S. Stewart	Jeff Co. Purch	409-835-8093	Kasmith@co.jefferson.tx.us

Action Civil Engineers, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

RECORD OF MEETING ATTENDANCE

GRANTEE: Jefferson County
PROJECT: Cheek Community Sewer Improvements Phase IV
Texas Department of Agriculture
TXCDBG Contract No. 713250

DATE: October 16, 2014
TIME: 11:00 AM CST
d.p. JOB NO.: 114-12B

SUBJECT OR PURPOSE: PRE-BID CONFERENCE for the **"Cheek Community Sewer Improvements Phase IV"** held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Name of Person	Representing Firm, Agency or Party	Contact No.	E-Mail
Richard Taylor	McInnis Construction Inc	office 409 385 5767 cell 409 284 3424 (Kyle)	Kyle@mcinnisprojects.com
Gus Harris	Brystar Contracting	892-6248 409-791-2170	1668@ATT.net Gharris1668@att.net
Gerald Wright Jr.	T. Johnson Ind	office 409-246-2440 cell 409-284-3785	stevehartt@gt.rr.com wrightjr9@gmail.com
Ron Lare	Brystar Contracting, Inc.	409-842-6768 *-880-5725	Ron@Brystar.com.
Kent Burrell	Alco	405-860-4455 cell 405-880-5177	KBurrell@alco.com
Mike Sivire	M.K. Constructors	409-769-0089 409-730-3451	Salesemkconstructors.com

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 any additional information he desires.

Name of Bidder: McInnis Construction, Inc., Date Organized: 1980

Address: 675 South 4th Street, Silsbee, Texas 77656 Date Incorporated 12/17/1992

Number of Years in contracting business under present name: 22 years

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Storm Sewer System Improvements	$2,781,583.85	May 2015
City of Port Arthur - Transit Admin.Bldg.,	$1,038,700.00	April 2015
City of Beaumont Fire Station No. 2	$2,724,920.00	January 2015

Type of work performed by your company: General Contractors

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
City of Orange - IH-10 Utility Relocation	$662,239.20	August 2014
City of China - Broadway Project	$326,182.98	June 2014
City of Kirbyville - Sanitary Sewer	$182,119.42	May 2014

Major equipment available for **this** contract: Excavator, tractor loader, skid steer.

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

Credit available: $ 1.5 Million Bank reference: Community Bank of Texas

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

Executed this 23rd day of October, 2014.

By:(signature) Ricky McInnis Title: President

(print name) Ricky McInnis

MCINNIS CONSTRUCTION, Inc.

- CONSTRUCTION MANAGEMENT
- COMMERCIAL GENERAL CONTRACTING

675 SOUTH 4TH STREET
SILSBEE, TEXAS 77656
409-385-5767
409-385-2483 FAX

A Message From RICKY MCINNIS The President Of MCINNIS CONSTRUCTION, INC.

As we approach our thirty-four years in business, it is important to emphasize and restate the values, philosophies, and principles, which have guided our company's growth since 1980. It is these which have allowed us to maintain a strong and healthy existence in the commercial construction field, despite many fluctuations in the building industry.

Like most contractors, McInnis Construction was started in a one room office. From the beginning, I have striven to maintain a customer first attitude, as well as a commitment to providing top quality services at competitive prices. My personal passion for hard work, and going the extra mile, is something I continue to seek in every person I select for our team - whether an employee or subcontractor.

I knew in the beginning, and certainly know now, that almost any construction firm can put up walls; but, we could differentiate McInnis Construction very effectively by letting this customer-first commitment guide everything we do. To that end, we believe: Our customer's satisfaction is why we exist. Nothing should be taken for granted, and no request should be viewed as unexpected or an inconvenience for us. Our client Is entitled to receive our full, undivided attention and commitment to making the entire construction project meet and exceed the customer's expectations every step of the way.

It is undoubtedly this sense of commitment and personal responsibility to our clients and their projects which allowed us to enjoy an unprecedented ration of both satisfied and repeat clients. Additionally, I am proud of every single project I have completed, from the smallest to the largest. A diverse portfolio of project types, sizes and complexity, are not the only testament to this commitment, but they provide the basis of expertise and knowledge we can provide on your project.

We look forward to continuing our efforts to balance cost effective and competitive pricing, to provide the best possible general contracting and construction management services to our clients. We welcome the opportunity to provide the McInnis Construction Difference to you.

As a commercial general contracting/construction management company, McInnis Construction, Inc. has diverse experience providing turn-key construction and renovation services for tenant improvements, retail spaces, restaurants and commercial office buildings.

We believe that pre-planning with the entire project team is essential to identify and analyze all feasible aspects of the project before any construction begins. To assist in quantifying these objectives up front, we offer:

- Detailed Budget Estimating
- Site Evaluation
- Master Project Scheduling
- Permit Acquisition
- Subcontractor Selection
- Material Availability Research

We are aware of the importance of Construction & Project Management and keeping the construction area safe and minimizing the impact of the project on the flow of existing business. This requires not only managing the project, but managing the conditions under which the work must be completed, including the most demanding fast-track tenant improvement projects. We utilize our experience, knowledge, and historical data to effectively schedule and execute each project.

We maintain open communications with the owner and other members of the project team. This includes presentation of all associated documentation, status updates, invoicing, and reporting to assure that everyone is informed and has a clear understanding of the project.

We make every effort to assure that our clients are satisfied and that the project has been completed in accordance with the drawings, specifications, and contract documents. Communication is a key component in maintaining our standards of excellence.

McInnis Construction was conceived on the premise of offering top quality general contracting services at fair, competitive prices for all facets of commercial construction. The following guidelines represent the basis for which we approach every opportunity

"Urgency" is the word of the day. We believe that every project and every task are undertaken with a sense of urgency. Deadlines, time lines, and milestones are the measuring sticks for our work.

Therefore, every hour of every day needs to be productive, and no days must pass without some sense of progress. To do otherwise will adversely impact the success of a project.

Each client's project is our "most important." Although our projects must carry a project identification number for accounting and tracking purposes, each of our projects are referenced by the project name, reminding our staff and team, that this is a client-oriented business, and we are personally attached to every aspect of the completion of these projects.

Clients deserve more than "on time" and "within budget." While every client should expect delivery of the project "on time" and within budget," we know that differentiation lies in the, quality, details, professionalism, and integrity of the contractor.

An informed client is a satisfied client. Good or bad, we strive to keep our clients informed. This is the basis for building a business with integrity and establishing long-term relationships.

Our managers and superintendents look for solutions not problems. A successful project means it has met and exceeded the client's expectations. The definition of a successful project is one for which the client is full of praise, and can be added to our growing list of references.

Performance is the test of any business. We rely on our reputation and references from years of performance. Our financial stability and reputation with architects, subcontractors, and professionals in our field is a direct result of consistently delivering what we promise and maintaining the highest level of integrity.

Manage informed subcontractors honestly. We work with subcontractors who want to work with us. We go to extremes to assure our subcontractors are qualified, competive, and complete in scope and pricing. We also assure that they share the same team mentality and philosophies we work so hard to convey.

Safety is a priority. We develop and maintain safe working environments, with continual monitoring and updating of our company safety program. This program is presented and adhered to by all subcontractors on each project. Continued education for employees and managers assures that we are in compliance with all local, state and federal requirements

Experienced in all facets of commercial construction, our firm has completed projects including, offices, restaurants, and exterior renovations.

Unlike many who are limited in their services, our broad range of commercial construction experience offers full service general contracting for your entire project needs. This affords you the efficiency of working with one contact source that will coordinate, oversee, and implement your entire project, including exteriors, mechanical, plumbing, and electrical modifications.

We pride ourselves on the diversity of our background, and our ability to provide expertise and knowledge on nearly every type of commercial project. Our firm has renovated strip centers, constructed banks, built state facilities and restaurants.

In an area of commercial construction, which is both complicated and unique we offer extensive experience and expertise in restaurant construction.

Our project portfolio claims a broad range of projects restaurant facilities including free standing, fast food, food courts, strip centers, casual, and full service dining facilities, banks, and post offices.

Ricky McInnis has thirty years experience in construction combined with his key employees well exceeds 100 years in the construction industry.

Dustin McInnis – Vice President/Project Manager

Megan Hoyt – Human Resources, Account Manager

Greg Lovelady - Project Manager

Fred Stepp - Office Manager

Kyle Kelley – Estimator/Project Manager

Wilbur Clark – Superintendent

MCINNIS CONSTRUCTION, INC.

KEY INDIVIDUALS OF MCINNIS CONSTRUCTION, INC.

Vice President

Dustin V. McInnis has grown up with the company. He began his twelve (12) year tenure as a field helper which has helped him reach his current stage of employment. Dusty holds the office of Vice-President, McInnis Construction, Inc. A well rounded working knowledge of the construction industry plays an important part in the successful completion his responsibility for preparing estimates from bid documents, securing the subcontract bids as well as preparing the subcontracts.

Accounting Personnel

Janice Feemster has been working with various levels of construction for the last thirty-five (35) years. Her experience includes, residential construction from the development of subdivision to the final phase of building either speculative or custom residences; commercial construction and remodel gaining experience from direct handling of the contracts with the owners and the subcontracts for the completion of the project. Her experience encompasses all phases of office procedure. Mrs. Feemster works closely with the President and the C.P.A. and supervises the accounting office.

Fred Stepp has responsibility for the day to day operations of the accounting office, maintaining the integrity of our receivables, payroll and corresponding reports, sales tax reporting, bank statements and various other reports necessary in the construction industry. Mr. Stepp has been directly involved in some form of accounting over the last fourteen years.

Kyle Kelley
5506 Fish Market Dr
Silsbee, TX 77656
409-385-1327 409-782-3067
kyle@mcinnisprojects.com

OBJECTIVE

To acquire a position as a construction supervisor.

EDUCATION

Lamar Institute of Technology

Associate of Applied Science in Computer Drafting Technology

Date of graduation: May 2009

Overall GPA: 3.667 Major GPA: 4.0

SPECIAL SKILLS

Microsoft Office
Auto-Cad 2009

EMPLOYMENT

June 2009 – Present Supervisor
McInnis Construction, INC. Silsbee, TX

- Planning and scheduling contractors for commercial construction
- Understand and interpret all blueprints and specification for projects

January 2009 – May 2009 Designer
Modern E.P.C. INC. Beaumont, TX

- Entry level designer in piping
- Specialized in Cad programs for Fabrication

May 1998 – December 2008 Supervisor
Bob's Landscaping & Irrigation, Inc. Silsbee, TX

- Complete Design/Installation of Commercial/Residential Landscaping
- Complete Design/Installation of Commercial/Residential Irrigation Systems

HONORS

Deans List for Academic Achievement- 2007-2009

Reference available upon request

Wilbur W. Clark, Jr.
7369 FM418
Silsbee, Texas 77656
Home Phone 409-385-7558
Cell 409-673-3935
Email- Midnitryde@aol.com

OBJECTIVE

Seeking a job opportunity with a company where I can utilize my abilities and knowledge to serve that company.

QUALIFICATIONS

I have strong decision making / trouble shooting abilities and good communication skills. Responsible for commercial building projects from start to finish, including employee as well as subcontractor supervision and problem resolution.

I am flexible and able to manage several different projects and responsibilities at one time. Have worked flexible hours and locations, and managing multiple crafts at one time. I am quick to learn and adapt well to changing work environments.

WORK HISTORY

6/99-9/30/2011 ***Superintendent -- Daniels Building & Construction, Inc. Beaumont, TX.***

I was a Superintendent on commercial work for Daniels for 12 years. Some of the projects that I supervised are as follows:

Project	*Architect*
DuPont- VFD bldg.	DuPont / owner
Universal Forest Products Storage	owner
Wooten Hotel- Abilene, TX.	White Rock Studios
Universal Forest Products- Silsbee	owner
Universal Forest Prod.- New Waverly	owner
Starcrest Apartments- Bmt.	White Rock Studios
Universal Forest Prod.- New Waverly	owner
Shire Apartments – Pt. Arthur	White Rock Studios
Market Basket – Pt. Neches	Long Architects
Market Basket Drive thru- Pt. Neches	Long Architects
Gulf credit Union – Groves	
Lutcher Theater- Orange	Architectural Alliance
Wilson Warehouse- Orange	owner
Hotel Beaumont Remodel	
Lutcher-Stark Foundation Office	Architectural Alliance
All Saints School- Bmt	Merriman Holt Architects
Stark Museum of Art	Architectural Alliance

1/13/99-6/99 ***Carpentry/Cement Finisher/Millwright Foreman, Triple''S'' Industries, Inc. Lumberton, Texas***

Duties include general cement and grout supervision, general carpentry with various types of form setting, with setting of grout forms for epoxy grouting of pump bases, and help and overseeing millwrights, setting and alignment of various sizes of pumps at local refineries in the area, currently at the Goodyear refinery, Beaumont,Tx.

1993-1998 ***Supervisor/Estimator, McInnis Construction, Inc., Silsbee, Texas***

My duties entailed, but not limited to, supervising and doing civil site work, building construction, coordinating the many different crafts involved, scheduling, and purchasing, while also bidding a wide variety of commercial projects. During the past five years I have

traveled across the state supervising the construction of numerous commercial projects, again coordinating the many different crafts involved, scheduling stages of construction, and purchasing all materials needed to complete the project, to the satisfaction of the building owners. I have maintained a very positive attitude with those customers and have generated considerable repeat business.

1991-1993 ***MRI Technician, Outpatient Diagnostic Center, Beaumont, Texas***
Magnetic Resonance Imaging Technician responsible for the safety and well-being of patients while performing imaging scan on patients as prescribed by their physician, in a quality manner acceptable to the radiologists on staff.

1990-1991 ***MRI Technician, Maxim Healthcare, Inc., Dallas, Texas***
Magnetic Resonance Imaging Technician responsible for the safety and well-being of patient while performing imaging scans on patients as prescribed by their physician, in a quality manner acceptable to the radiologists on staff in a mobile setting.

1988-1990 ***Baptist Hospital School of Radiology***
I enrolled in the Baptist Hospital School of Radiology, a two year, full time school and received a degree in Radiology Technology.

1983-1988 ***Construction Foreman, McInnis Construction Inc., Silsbee, Texas***
Supervision of others as well as working myself while constructing a wide variety of structures. Working closely with others as well as keeping a good open relationship with the owners.

1979-1983 ***Temple Associates Inc., Diball, Texas***
Construction Carpenter for Temple Associates Inc. at Temple-Eastex in Evadale, Texas. Job consisted of reading blueprints, building forms, maintaining a safe work environment in an industrial work area, and following the leadership of others

1976-1979 ***Carpenters Local Union, Orange, Texas***
Employed, as a journeyman carpenter, by various companies at several of the different petro-chemical locations that the Carpenters Local of Orange, Texas had jurisdiction over.

1974-1976 ***Bethlehem Shipyard, Beaumont, Texas***
Employed as a journeyman carpenter in the construction of offshore drilling rigs and drill platforms. Duties included construction of living quarters and other general carpentry.

EDUCATION

1970-1974 **High School Diploma, Buna High School, Buna, Texas**
1988-1990 **Technical Arts Degree, Baptist Hospital School of Radiology, Beaumont, Texas**

4255 W. Broadway St.
Beaumont, Texas 77707
409.651.1693
www.mcinnisprojects.com
chip@mcinnisprojects.com

CHIP RICHARDSON — PROJECT MANAGER / ESTIMATOR

OBJECTIVE

To acquire a job as Project Manager / Estimator for all types of commercial construction projects.

SKILLS & ABILITIES

Over 20 years' experience in commercial construction working as a project manager / estimator for the past 8 years managing projects that range from 300 thousand up to 10 million.

EXPERIENCE

PROJECT MANAGER / ESTIMATOR, MCINNIS CONSTRUCTION, INC.

January 2013- Current

Manage ongoing projects and make sure all projects are completed on time and on budget. This includes all communications with the Architect, Subcontractors and Field Supervisor.

PROJECT MANAGER / ESTIMATOR, SETEX CONSTRUCTION, CORP.

March 2009 - April 2013

Manage ongoing projects and make sure all projects are completed on time and on budget. This includes all communications with the Architect, Subcontractors and Field Supervisor.

PROJECT MANAGER / ESTIMATOR, N&T CONSTRUCTION, INC.

February 2005 - March 2009

Manage ongoing projects and make sure all projects are completed on time and on budget. This includes all communications with the Architect, Subcontractors and Field Supervisor.

EDUCATION

LAMAR INSTITUTE OF TECHNOLOGY, BEAUMONT TX - COMPUTER DRAFTING

Studied Computer Drafting 1991, 1992

PARTIAL
COMPLETED
PROJECTS

CITY OF BEAUMONT CONSOLIDATED DISPATCH / *MILTON BELL AND ASSOCIATES*	2.7m
ST. THERSE CATHOLIC CHURCH / *MARK MAGNUSON AND ASSOCIATES*	1.5m
FIRESTONE ADMINISTRATION BLD. / *KING ARCHITECTURAL FIRM*	1.3m
PORT OF PORT ARTHUR WAREHOUSE / *LAN ARCHITECTS*	1.5m
SOUTHEAST TEXAS REGIONAL PLANNING CENTER/ *THE LABICHE ARCHTECTURAL GROUP*	450k
LANXESS ADMINISTRATON BLD. / *THE LABICHE ARCHITECTURAL GROUP*	2.0m
OUR MOTHER OF MERCY CATHOLIC CHURCH/ *MARK MAGNUSON AND ASSOCIATES*	2.3m
CITY OF BEAUMONT, SPROTT PARK/ *THE LABICHE ARCHTECTURAL GROUP*	700k
HARDIN JEFFERSON VOCATIONAL BLD / *PBK ARCHITECTS*	2.7m
CITY OF BEAUMONT TYRRELL HISTORICAL LIBRARY / *MILTON BELL AND ASSOCIATES*	4.2m
CITY OF ORANGE WOS HIGH SCHOOL ADDITION *MARK MAGNUSON AND ASSOCIATES*	4.0m
CITY OF BEAUMONT SPINDLETOP MHMR BUILDING "B" / *THE LABICHE ARCHITECTURAL GROUP*	450k
LAMAR STATE COLLEGE PORT ARTHUR NEW LEARNING CENTER/ *THE LABICHE ARCHITECTURAL GROUP*	3.2m
CITY OF BEAUMONT BINGMAN SCHOOL ADDITION / *SMITH & COMPANY ARCHITECTS*	7.0m
CITY OF BEAUMONT OZEN HIGH SCHOOL CENTRAL PLANT / *SMITH & COMPANY ARCHITECTS*	2.1m

GREGORY LOVELADY
1610 FM 839 N.
Reklaw, TX. 75784
HM: (936) 369-4976

Objective: Position as Project Manager/Construction Superintendent over all phases of Commercial building or Heavy Industrial projects.

HIGHLIGHTS OF QUALIFICATIONS

- Fully qualified as Master Carpenter.
- Supervise and Manage the construction of Industrial and Commercial building.
- Administrative Analysis / Communications.

EDUCATION

LAMAR UNIVERSITY, BEAUMONT, TX.
*Completed courses in Blueprint Reading and Related Math.

INTERNATIONAL BROTHERHOOD of CARPENTERS LOCAL 753
*Completed 4 year Carpenter's Apprentice Program. Consisting of classroom and onsite training.

CAREER LINE TECHNOLOGY CENTER, HOLLAND, MI.
*Intermediate Computer classes, including Data Entry and Excel programs.

CONSTRUCTION SUPERINTENDENT EXPERIENCE

Commercial Project Phases

- Coordinate / Supervise and Manage Construction through completion… Scheduling… Planning… Development and Implementation of safety procedures… Project logistics.
- Update and maintain records pertaining to construction projects.
- Organize / Supervise project progress meetings.
- Knowledge of HAVC… Masonry… Plumbing… Electrical… Steel... Concrete systems.
- Experience with a large variety of tools / equipment.

Commercial / Industrial Building

- Supervision and Management of subcontractors for the following projects… Heavy Industrial Projects… Churches… Hospitals… Retail Outlets… Lending institutions… Educational Facilities… Auto Dealerships… Single / Multi story complexes.
- Working closely with Architectural Firms for economical solutions concerning blueprint revisions.
- Oversee quality and performance of subcontractors.

EMPLOYMENT HISTORY

2008-Present	Project Manager/Commercial	McInnis Construction	South East Texas
2001-Present	Company Owner/Contractor	Hillside Builders	East Texas
2003-2007	Project Manager/Superintendent	Pace Construction	Troup, Texas
1998-2001	Project Manager/Superintendent	Mike Villar Properties	Michigan
1992-1998	Construction Superintendent	Longhorn Construction	Michigan
Heavy Industrial			
1982-1992	Forman/Master Carpenter	Folour Constriction,	S.E. Texas
	Forman/Master Carpenter	Brown & Root,	S.E. Texas
	Master Carpenter	Austin Industries,	S.E. Texas
	Master Carpenter	Sabine Scaffold.	S.E. Texas
1981-1991	Master Carpenter	I.B.C. Local 753	S.E. Texas

Non-collusion Affidavit of Prime Bidder

State of TEXAS }

County of JEFFERSON }

Ricky McInnis, being first duly sworn, deposes and says that:

(1) He is President of McInnis Construction, Inc., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cheek/Jefferson (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Ricky McInnis

President
Title

Subscribed and sworn to me this 23rd day of October 2014.

By: Fred A. Stepp, II
Notary Public

My commission expires 3/8/2015

FRED ALLEN STEPP II
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 03-08-2015

Prime Contractor's Local Opportunity Plan

McInnis Construction, Inc., agrees to implement the following specific affirmative
Name of Company

action steps directed at increasing the utilization of lower income residents and businesses within the COUNTY of JEFFERSON.

A. To ascertain from the Locality's program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

L. For employment, 30 percent of all "new" hires, at all levels, in conjunction with the TDRA project must be Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.

M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from house rehabilitation and other public construction awarded through this grant and at least 3 percent of the total dollar amount of all Section 3 covered contracts must be targeted to Section 3 business concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet the goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

Bidder Contact Information

IFB 14-046/KJS

McInnis Construction, Inc.,
Company Name

675 South 4th Street
Address

Silsbee, Texas 77656
City State Zip

Signature of Point of Contact

Estimator/Project Manager
Title

Point of contact for this offer:

Kyle Kelley
Name (Printed)

409-385-5767 409-385-0158
Phone Fax

kyle@mcinisprojects.com; fred@mcinnisprojects.com
E-mail

Bid bond return address:

McInnis Construction, Inc.,

675 South 4th Street

Silsbee, Texas 77656

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

   N/A

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

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)

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.

   N/A

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.

   N/A

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

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	October 23, 2014
Signature of person doing business with the governmental entity	Date

Good Faith Effort 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.

Kyle Kelley
Printed Name of Authorized Representative

Signature

Estimator/Project Manager
Title

October 23, 2014
Date

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Ricky McInnis of McInnis Construction, Inc., certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: Ricky McInnis Date: October 23, 2014

Title: President

Notice of Intent (NOI) to SUBCONTRACT WITH Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: McInnis Construction, Inc., HUB: ☐ Yes ☒ No

Address: 675 South 4th Street (Street) Silsbee (City) Texas (State) 77656 (Zip)

Phone (with area code): 409-385-5767 Fax (with area code): 409-385-0158

Project Title & No.: Cheek Community Sewer Improvements - Cheek Phase IV - (IFB 14-046/KJS)

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: _____

Ricky McInnis — Printed Name of Contractor Representative

Ricky McInnis — Signature of Representative

October 23, 2014 — 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/Sub consultant Change Form"must be completed and faxed to 409-835-8456.

ACTION CIVIL ENGINEERS, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

ADDENDUM NO. 1

Addendum Issued Date: October 17, 2014

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

The following information is offered for clarification or modification to the project information you now hold.

1. The 3" PVC SDR-26 Sewer Force Main pipe must be green.
2. **BID PROPOSAL**

   (a) Replace **Bid Proposal** *Pages 84 to 87* with revised **Bid Proposal** *Pages 82 to 85* attached.

   Clarification: Quantities for several Bid Items have been revised. Page no has been revised.
3. **WAGE RATE DECISION**

   The most recent Wage Rate *General Decision Number TX140079 01/03/2014 TX79*, attached, has been added to the bid document.
4. **SCOPE OF WORK**

   Replace **Scope of work** with Page 81 with revised **Scope of work** page 81 attached.

The following schedule should be met by all as required:

- 23 October, 2014 – Open bid
- 27 October, 2014 – Award Bid at Jefferson County Commissioner Court
- 10 November, 2014 – Execute Bid Documents at Jefferson County
- 14 November, 2014 – Performance Bond, Pay Bond, Insurance and all other contract documents to be submitted by contractor.

Received

Date: 10-17-14 **Acknowledged:** _____

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

150

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Eighteen Thousand Five Hundred	Zero	18,500	00	18,500	00
2	3" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	8,060	Fourteen	Zero	14	00	112,840	00
3	ROADWAY BORE AND STEEL CASING FOR 3" SEWER FORCE MAIN, ENCLUDE END SEALS	L.F.	112	Fifty Six	Zero	56	00	6,272	00
4	DRIVEWAY BORE FOR 3" SEWER FORCE MAIN	L.F.	162	Twenty Seven	Zero	27	00	4,374	00
5	3" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	11	Four Hundred Twenty Five	Zero	425	00	4,675	00
6	3" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	5	Eight Hundred Eighty Five	Zero	885	00	4,425	00
7	6"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1	Eight Hundred Twenty-Five	Zero	825	00	825	00
8	4"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Four Hundred Forty	Zero	440	00	880	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
9	3"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Nine Hundred	Zero	900	00	1,800	00
10	3" TERMINAL CLEANOUT W/VAULT	EA.	5	Fifteen Hundred	Zero	1,500	00	7,500	00
11	REUSE EXIST 4" TERMINAL CLEANOUT W/VAULT AT BOYT ROAD TO 3" TERMINAL CLEANOUT W/VAULT, INCLUDING ALL FITTINGS	EA.	1	Eighteen Hundred Fifty	Zero	1,850	00	1,850	00
12	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	EA.	18	Two Hundred Eighty	Zero	280	00	5,040	00
13	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE , 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	Eleven Hundred Fifty	Zero	1,150	00	10,350	00
14	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS AND VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	Eight Hundred	Zero	800	00	7,200	00
15	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120	Fourty	Zero	40	00	4,800	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
ITEMS TO BE USED AS DIRECTED BY ENGINEER									
16	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Fourty-Five	ZERO	45	00	450	00
17	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	FiFty	ZERO	50	00	500	00
18	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Seventy-Five	ZERO	75	00	750	00
19	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	10	Twenty Seven	ZERO	27	00	270	00
20	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	Ninety-Two RM	ZERO	92	00	920	00
21	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	One Hundred Nixety-Five	ZERO	195	00	1,950	00
22	DUCTILE IRON FITTINGS	LB.	200	ZERO	FIFTY	—	50	100	00
23	15" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	FIFTY TWO	ZERO	52	00	1,560	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
24	18" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	FIFTY SEVEN	ZERO	57	00	1,710	00
						TOTAL		199,541	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 73,454	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 126,087	00
						TOTAL		$ 199,541	00

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (90) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the **OWNER** as liquidating damages in the event this proposal is accepted by the **OWNER** within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the **OWNER**, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: Simco Enterprises, LTD. ADDRESS: 3101 MAIN AVE Phone: (409) 962-8593

BY: MARK SIMON Mark Simon DATE: 10/23/14

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we SIMCO Enterprises, Ltd. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal 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 Cheek Community Sewer Improvements Project

Low Pressure Sewer System - Cheek Phase IV Proj. No.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 23rd day of October, 2014.

SIMCO Enterprises, Ltd.
(Principal)

BY: Mark Simon

TITLE: Executive Vice President

SURETEC INSURANCE COMPANY

BY: Bonnie Coburn
Bonnie Coburn , Attorney-in-Fact

POA #: 5189697

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Bonnie Coburn

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: SIMCO Enterprises, Ltd.
Obligee: Jefferson County
Amount: $ 200,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of October, 2014, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: 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 Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Bidder Contact Information

IFB 14-046/KJS

SIMCO ENTERPRISES, LTD
Company Name

3101 MAIN AVENUE
Address

GROVES | TX | 77619
City | State | Zip

Mark Simon
Signature of Point of Contact

Executive Vice President
Title

Point of contact for this offer:

MARK SIMON
Name (Printed)

409-962-8593 | 409-963-3831
Phone | Fax

simcoent@sbcglobal.net
E-mail

Bid bond return address:

SIMCO ENTERPRISES, LTD

3101 MAIN AVENUE

GROVES, TX 77619

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 SIMCO ENTERPRISES, LTD [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.):	01-0573245
Company Name submitting bid/proposal:	SIMCO ENTERPRISES, LTD
Mailing address:	3101 MAIN AVE. GROVES, TX 77619
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**
700000-000-104796-00000-1	3101 MAIN AVE. GROVES, TX 77619
700000-000-185800-00000-3	3101 MAIN AVE., GROVES,TX 77619

* 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.

Non-collusion Affidavit of Prime Bidder

State of TEXAS }

County of JEFFERSON }

MARK SIMON, being first duly sworn, deposes and says that:

(1) He is EXEC VICE PRESIDENT of SIMCO ENTERPRISES, LTD, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the JEFFERSON COUNTY (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Mark Simon

Executive Vice President
Title

Subscribed and sworn to me this 23rd day of OCTOBER,

By: Linda F. Sanders
Notary Public

My commission expires 04-24-2016

LINDA F SANDERS NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-24-2016

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 TX,

on this day personally appeared MARK SIMON, who

(Name)

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

"I, MARK SIMON am a duly authorized officer of/agent

(Name)

for SIMCO ENTERPRISES, LTD and have been duly authorized to execute the

(Name of firm)

foregoing on behalf of the said SIMCO ENTERPRISES, LTD.

(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: SIMCO ENTERPRISES, LTD

3101 MAIN AVENUE, GROVES, TX 77619

Fax: 409-963-3831 Telephone#: 409-962-8593

By: MARK SIMON Title: EXECUTIVE VICE PRESIDENT

(Print name)

Signature: Mark Simon

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 23rd day of OCTOBER, ~~2012~~ 2014

Linda F Sanders Notary Public in and for the State of TEXAS

LINDA F SANDERS NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-24-2016

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 any additional information he desires.

Name of Bidder: SIMCO ENTERPRISES, LTD Date Organized: 2001

Address: 3101 MAIN AVE, GROVES, TX 77619 Date Incorporated: N/A

Number of Years in contracting business under present name: 14

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
SEE ATTACHED		

Type of work performed by your company: SITE/CONCRETE/GEN CONT /UTILITIES

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
SEE ATTACHED		

Major equipment available for **this** contract: SEE ATTACHED

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

Credit available: $ 290,000.00 Bank reference: COMMUNITY BANK OF TEXAS

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

Executed this 23 day of OCTOBER, 2014.

By:(signature) Mark Simon Title: EXECUTIVE VICE PRESIDENT

(print name) MARK SIMON

Ricky W. Mullins

3211 Moor Drive ● Nederland TX. 77627 ● (409) 344-1615 ● rmullins67@att.net

CONSTRUCTION MANAGER /SUPERVISOR / EQUIP. OPERATOR

Construction manager / Estimator / Heavy Equipment Operator with a 20 plus-year record of success overseeing all phases of multimillion-dollar construction, infrastructure, superfund and environmental projects for government and private-sector clients. Experience includes managing crews of up to 50 in highway/bridge improvements, underground utilities (water, sanitary sewer, storm sewer) and a variety of other construction/demolition projects. Estimate various civil construction projects. Perform plan take-offs, and build labor & equipment crews for task. Operate & maintain heavy equipment. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- *Construction/Demolition Projects*
- *Infrastructure Improvement Projects*
- *Environmental Remediation Projects*
- *Site Safety/OSHACompliance*
- *QA/QC/Field Engineering*
- *Change Order Management*
- *Budgeting & Cost Controls*
- *Bidding/Estimating/Proposals*
- *Subcontractor/Crew Supervision*

Employer Summary

WEAVER ENTERPRISE (Lumberton, TX) — **Project Manager/Estimator/Supervisor** 2/2011 to Present

Manage all company projects; provide site supervision, and layout on a diverse range of municipal, commercial, and private sector clients. Company senior estimator and heavy equipment operator. Manage operations of dirt pit. (budgets of up to $2m)

BRYSTAR CONTRACTING, INC. (Beaumont, TX) — **Estimator/Project Manager/Superintendent**, 1995 - 2011

Managed various municipal, commercial and private sector projects including preparation of submittals, schedules, contract documents, and safety procedures. Estimator of numerous projects including material take offs, labor and equipment assembly per job requirements. Operation of heavy equipment, CCTV, HDPE pipe fusion, Horizontal Directional Drilling, pipe-bursting, underground utility installation, soil stabilization, structural concrete, concrete paving, ect.

Project Highlights

Commercial/Private Projects (2011 to Present) ● **Budgets: $5K to $2M**

Classic Chevrolet, Beaumont TX. – Installed all storm sewer, sanitary sewer and water systems, grade control excavation, embankment, soil stabilization, structural concrete, concrete paving, and general clean up.

1st United Methodist Church, Groves TX. – Bid, and managed all site work for new building addition.

Cheniere LNG, Johnson Bayou, LA. – Numerous earthwork, ditch excavation, roadway, and underground utility projects.

Municipal Improvement Projects (1995 to 2000) ● **Budgets: $25K to $10M**

LMUD, 30 Acre Retention Pond, Lumberton TX. – Overseen mass excavation and grade control of 500K cubic yards soil, installed various outfall structures.

Port Neches, TX. – Installation of 6000 LF of16" sanitary force main by HDD (boring), installation of lift station.

Wetlands, Beaumont TX. – managed daily operations of large influent/effluent structure, mass grading, building new levees, monitor pond water levels, operate laser control scrappers, trackhoes, dozers, and loaders.

Education & Certifications

HCSS Construction Estimating Software Training – 2009

Hard Dollar Estimator Software Training – 2005

Health & Safety Management Training 2006

TWIC Card – expires 2014

Silsbee HS Graduate 1983

6455 Garnett
Port Arthur, TX 77640
Phone 409 963 3466

NORRIS SIMON, JR.

Objective

To be successful in operating as a profitable business with the ability to expand with the changes in the business world today.

Personal Information

Date of Birth – July 31, 1951
State of Health – Excellent
Marital Status – Married – 2 Children

Education

1960 - 1967 St Theresa Little Flower Port Arthur, TX
Elementary School

1966 - 1969 Bishop Byrne High School Port Arthur, TX
High School

- High School Diploma

1969 - 1970 Lamar University Port Arthur, TX
Studied Business – 1 Year

-
-

Interests and activities

Spending time with family and friends, involved in civic and community projects, cooking, hunting, fishing, and outdoor activities

Work experience

1969 - 1974 Self employed Vinton, LA
Farmer

- Rice and soybean farmer. Managed all activities record keeping, maintenance and repairs involved in producing crops on 1000 acres.

1974 - 1983 Various Refineries and job Locations Groves, TX
Heavy Equip. Operator

- Worked construction as a Heavy Equipment Operator. Operating hydraulic and conventional cranes at various refineries and job locations.

1983 - 2002 Elliott Machine Shop, Inc. Groves, TX
Vice President

- Oversee daily business conducted at machine and fabricating shop, such as repairs of rotating equipment, and pumps, etc. Conduct safety meeting.

  Transportation division of Elliott Machine Shop, Inc. - Manage and dispatch t hauling of heavy machinery, general commodities, oversize loads and acquire necessary permits. Conduct safety audits and oversee maintenance and repairs of trucks, trailers and equipment. Also bid and supervise jobs.

Work Experience

2002-Present Simco Enterprises, Ltd. Groves, TX
President

- Oversee daily business conducted at machine and fabricating shop, such as repairs of rotating equipment, and pumps, etc. Conduct safety meeting.

  Transportation division of Simco Enterprises, Ltd. - Manage and dispatch the hauling of heavy machinery, general commodities, oversize loads and acquire all necessary permits. Conduct safety audits and oversee maintenance and repairs of trucks, trailers and equipment. Also bid and supervise jobs.

Memberships

Knights of Columbus # 3491
Groves Rotary Club - Transportation Committee
Greater Port Arthur Chamber of Commerce
Life member N.R.A.
Ducks Unlimited - Mid South Chapter Committee

References

Available upon request.

3101 Main Avenue
Groves, Texas 77619

Phone 409-962-8593
Fax 409-963-3831

Mark Simon

SIMCO Enterprises, Ltd.

(Formerly Elliott Equipment and Construction Company)
- Executive Vice-President/Comptroller

Objective

To fully understand all facets of Industrial Construction.

Professional Experience

1978 – Present began as an Apprentice, Equipment Operator, Superintendent, Project Coordinator, Safety and Quality Control Coordinator, Estimator, and EVP/Comptroller.

Atofina Petrochemicals – Maintain Crude Pipelines

Fina Oil & Chemical – Vegetation Control

Entergy/Gulf States Utilities – Substation

Entergy/Gulf States Utilities – Maintenance Contract

Kansas City Southern Railways – Maintenance

Chevron Chemical – Maintenance Contract

Fina Oil & Chemical – Repair Tanks

Chevron Chemical – Main Parking Lot Repairs

Chevron Chemical – SRA Pond

Kansas City Southern Railways – Install Fueling Station

L. Wornat & Company – Sitework

Fina Oil & Chemical – Tank Farm Improvements

Fina Oil & Chemical – Site Preparation

Fina Oil & Chemical – Levee Around Tank

Fina Oil & Chemical – Stormwater Containment

SIMCO ENTERPRISES, LTD.
EQUIPMENT LIST

CAT HYDRAULIC EXCAVATOR MODEL 320L SN#ANB01559

320CL MA3 HYDRAULIC EXCAVATOR SN#PAB00597

CATERPILLAR DOZER MODEL D6M SN#4JN01304

CATERPILLAR DOZER MODEL D5M LGP SN#3CR01473

CATERPILLAR DOZER MODEL D5G SN#5SZ02377

CATERPILLAR DOZER MODEL D3G SN#BYR01342

CATERPILLAR MODEL 924G LOADER SN#DDA01520

CATERPILLAR BACKHOE LOADER MODEL 420IT SN#KMW02777

CATERPILLAR BACKHOE LOADER MODEL 420EIT SN#KMW00568

CATERPILLAR BACKHOE LOADER MODEL 420DIT SN#BLN01527

CATERPILLAR MODEL 246 SKID STEER LOADER SN#3CR01473

CATERPILLAR MODEL 314CLCR EXCAVATOR SN# DDA01520

KOMATSU PC78US-6 EXCAVATOR SN#5796

MQ CB24 VIBRATORY ROLLER SN#U-1060

GALION MODEL 150-F ROUGH TERRAIN CRANE SN#9076

303CR MINI EXCAVATOR SN# BTX04547

303CR MINI EXCAVATOR SN# FRK05709

304CR MINI EXCAVATOR SN#NAD00545

308D MINI EXCAVATOR SN#GBT00107

VERMEER 711 BORING MACHINE SN 0570

HB100 PIPEBURSTING SN#HB10020008

WAREHOUSE FORKLIFT SN# 175315

CONCRETE SAW

POWER BUGGY

SIMCO ENTERPRISES, LTD

Work In Progress

3101 Main Ave
Groves, TX 77619

(409) 962-8593 Office
(409)727-5047 Office
(409)-963-3831 Fax

Norris Simon, Jr. – President

Mark Simon – Executive Vice President

Ricky Mullins – Estimator

SIMCO ENTERPRISES, LTD.
JOBS IN PROGRESS
CURRENT

OWNER	PROJECT	AMOUNT-COMPLETED
**City of Beaumont 801 Main Street Beaumont, TX	Sanitary Sewer Rehabilitation of Small Diameter Mains Contract XXIII	$1,895,761.00 80% Complete
**City of Pinehurst Whippoorwill Street Rehab Pinehurst, TX	Sanitary Sewer Rehab	$ 284,270.00 90%
Lamar University	Campus Wide Sidewalk Repairs	Ongoing
**Port of Port Arthur POPA backfill Grannis Ditch Port Arthur,TX	Grannis Ditch Project	$ 362,960.00 5%
Sabine Neches Nav Dist Sabine Navigation Dist Port Arthur, TX	7-Gate Brake Taylors Bayou	$ 63,900.00 Not started
Entergy Services, Inc 1050 IH 10 North Beaumont, TX 77702	Blanket Contract	Ongoing

**Denotes Bonded Projects

SIMCO ENTERPRISES, Ltd

Work History

3101 Main Ave
Groves, TX 77619

(409) 962-8593 Office
(409)727-5047 Office
(409)-963-3831 Fax

Norris Simon, Jr. – President

Mark Simon – Executive Vice President

Ricky Mullins – Estimator

SIMCO ENTERPRISES, Ltd.
WORK HISTORY

JOBS COMPLETED

OWNER	PROJECT	AMOUNT
**ISTC 0 Beaumont, TX 77642	Water Line Extension	$279,829.00
Cheniere Energy LNG Sabine Pass, TX	Drainage Ditches	$ 163,146.00
Cheniere Energy	80 Acre Tract	$ 553,072.00
**Chambers County Chambers County, TX	Winnie Sanitary System	$ 253,866.00
**Jefferson County Beaumont, TX	Airport Hangar #7	$ 160,349.000
Cheniere Energy LNG Sabine Pass, TX	24" HDPE Flashboard	$33,920.00
Chambers County	Winnie Sanitary Sewer Sys	$ 253,866.00
**City of Nome 1586 Second St Nome, TX 77629	Sanitary Sewer Improvements	$ 206,684.00
**City of Sour Lake PO Box 2009 Sour Lake, TX 77659	Sanitary Sewer Improvements	$ 261,408.00
**Sabine Pass Port Authority LJA Engineering Inc 908 Orleans Beaumont, TX 77701	Paving & Drainage Improvements	$684,644.00
**Jefferson County DD7 Bob Shaw Consulting Engineers 4749 Twin City Hwy, Ste 305 Pt Arthur, TX 77642	Improvements to Main C Canal	$539,015.00
**Port of Port Arthur Port of Port Arthur Navigation PO Box 1428 Port Arthur, TX 77641	Grannis Outfall Ditch	$ 1,439,466.00

**Orange County WCID#2 c/o Schaumburg & Polk, Inc. 8865 College St. Ste. 100 Beaumont, TX 77707 409 866 0341 Nestor Barroeta	Reconstruction of Damaged Infrastructures	$292,773.50
**City of Groves c/o Soutex Surveyors 4545 Doctors Drive Port Arthur, TX 77640	Proposed Storage Building	$164,600.00
**City of West Orange c/o Schaumburg & Polk, Inc. 8865 College St. Ste. 100 Beaumont, TX 77707 409 866 0341 Nestor Barroeta	Rehab Lift Stations	$292,488.00
**SETX Regional Airport c/o Arceneaux & Gates Consulting 3501 Turtle Creek Dr. Port Arthur, TX 77642 409 724 7888 Ron Arceneaux	Airport Perimeter Fence	$1,782,675.00
**City of Port Arthur c/o Bob Shaw Engineers 4729 Twin City Highway, Ste. 305 Port Arthur, Texas 77642 409-962-0263 Bob Shaw	Lake Charles Area Waste Water Collection	$2,183,075.00
** Bridge City ISD c/o Fittz & Shipman, Inc 1405 Cornerstone Court Beaumont, TX 77706 409 832 7238 Don King	Sims Elem. Drainage Improvements	$90,052.00
** Commercial Properties 5630 Bankers Ave. Baton Rouge, LA 70808 225 924 7206 Michael Barrios	Install Force Main	$319,214.00
**Denotes Bonded Projects		
**Aguirre Building Systems 12700 Park Central Dallas, TX 75251	HEB Site Work	$245,200.00
**JEFFERSON COUNTY DD#7 P.O. Box 3244	Central Gardens Outfall	$671,432.50

Port Arthur, Texas 77643 (409) 985-4369		
** Habitat for Humanity c/o Fittz & Shipman 1405 Cornerstone Court Beaumont, TX 77706	Pinebrook Place Sewer Lines/Land Clearing (ONLY)	$187,850.80
Entergy Services, Inc. 1050 IH 10 North Beaumont, TX 77702	Perryville Substation Foundation	$905,909.00
**JEFFERSON COUNTY DD#7 P.O. Box 3244 Port Arthur, Texas 77643 (409) 985-4369	Main "B" Rehab	$396,823.25
**City of Jasper C/O Tony Humphrey Engineers Rt 6 Box 144145 Kirbyville, TX 75956	Road Bore for water system	$198,049.00
**Hamshire Fannett ISD C/O Schaumburg & Polk 8865 College Street Beaumont, Texas 77707 Attention: Ronny Wallace	Parking Lot Improvement	$447,806.70
**Beaumont ISD c/o Fittz & Shipman, Inc. 1405 Cornerstone Court Beaumont, TX 77706	West Brook High School Campus Improvement	$350,761.75
**City of Orange c/o Arceneaux & Gates Consulting 3501 Turtle Creek Dr. Port Arthur, TX 77642	River Front Park Public Boat Ramp Facility	$1,588,157.20
**Denotes Bonded Projects		
** Boliver SUD c/o Schaumburg & Polk 8865 College Street Beaumont, Texas 77707	Stingaree Road Waterline Improvements	$447,806.70
**City of Port Arthur c/o Bob Shaw Engineers	Terminal Road Waste Water Collection	$97,695.00

4729 Twin City Highway, Ste. 305 Port Arthur, Texas 77642 409-962-0263		
**FISH AND WILDLIFE SERVICE PO BOX 1306 Albuquerque, NM 87103	Rock Berm & Levee Work	$999,895.00
**Silsbee ISD c/o Neches Engineers 8865 College Street Ste. 200 Beaumont, Texas 77707 Attention: John Shackelford	Stadium Improvements	$287,500.00
**CITY OF PORT NECHES c/o Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 Attention: Ronny Wallace	Bond Improvements PHASE III	$1,200,816.40
Greg Cockran Enterprises 2571 Hwy 365 Port Arthur, TX 77642	Aero Drive Extension Sherry's Court	$449,220.7
**JEFFERSON COUNTY DD#7 P.O. Box 3244 Port Arthur, Texas 77643 (409) 985-4369	Central Ditch Siphon CONTRACT#2003-7	$474,970.00
**CITY OF GROVES c/o Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 Attention: Ronny Wallace	HWY 73 Sanitary Sewer Crossing @ Glazer St.	$178,118.00
**CITY OF PORT NECHES c/o Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 Attention: Ronny Wallace	Merriman Street, Goodwin Ave, and Royal Avenue Improvements	$825,526.50
**CITY OF ROSE CITY c/o Schaumburg & Polk, Inc. 8865 College Street Beaumont, Texas 77707 Attention: Ronny Wallace	CONTRACT I - FY-2002 LPSS Line Improvements	$159,431.00
**TRINITY BAY CONSERVATION c/o Carroll & Blackman	HEW Transmission Line Phase 2	$499,181.00

3120 Fannin Street
Beaumont, Texas 77701
Toby Davis
409-833-3363

Entergy/Gulf States Utilities 1050 IH 10 North Beaumont, TX Daniel Williams (409) 785-2407	Hartburg Substation Site Work – Phase II Foundation Work & Electrical Work	T&M
**JEFFERSON COUNTY DD#7 P.O. Box 3244 Port Arthur, Texas 77643 Attention: Doug Wright (409) 985-4369	PEAR RIDGE MAIN NO. 1, LATERAL 3 Improvements	$269,425.00
**CDI Contractors, Inc. PO Box 686 Little Rock, AK 72203 Scott Smith 501-666-4300	Target Site Work Central Mall	$1,712,338.00
**TRINITY BAY CONSERVATION c/o Carroll & Blackman 3120 Fannin Street Beaumont, Texas 77701 Toby Davis 409-833-3363	Winnie Sanitary Sewer Lift Station	$141,652
**City of Vidor 170 N Main Vidor, Texas 77662 c/o Carroll and Blackman 1360 7th Street Beaumont, Texas 77702 Attention: Cody Corley 409-833-3363	Sanitary Sewer Improvements 12/02-06/03	$156,995.50

**Denotes Bonded Projects

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Eight Thousand Five Hundred	No	8,500	00	8,500	00
2	3" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	8,060	Eight	Sixty	8	60	69,316	00
3	ROADWAY BORE AND STEEL CASING FOR 3" SEWER FORCE MAIN, ENCLUDE END SEALS	L.F.	112	Fifty Seven	No	57	00	6,384	00
4	DRIVEWAY BORE FOR 3" SEWER FORCE MAIN	L.F.	162	Twenty	No	20	00	3,240	00
5	3" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	11	Two Hundred Fifty Four	No	254	00	2,794	00
6	3" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	5	Six Hundred Ninty	No	690	00	3,450	00
7	6"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1	Six Hundred Forty	No	640	00	640	00
8	4"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Four Hundred Thirty	No	430	00	860	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
9	3"x3" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	2	Four Hundred Seventy	No	470	00	940	00
10	3" TERMINAL CLEANOUT W/VAULT	EA.	5	One Thousand Two Hundred Thirty	No	1,230	00	6,150	00
11	REUSE EXIST 4" TERMINAL CLEANOUT W/VAULT AT BOYT ROAD TO 3" TERMINAL CLEANOUT W/VAULT, INCLUDING ALL FITTINGS	EA.	1	Two Thousand Two Hundred	No	2,200	00	2,200	00
12	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	EA.	18	Fifty	No	50	00	900	00
13	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE , 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	One Thousand Two Hundred	No	1,200	00	10,800	00
14	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS AND VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	EA.	9	Seven Hundred Ten	No	710	00	6,390	00
15	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120	Fifty Four	No	54	00	6,480	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
ITEMS TO BE USED AS DIRECTED BY ENGINEER									
16	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Forty Five	NO	45	00	450	00
17	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Seventeen	NO	17	00	170	00
18	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Eighty Five	NO	85	00	850	00
19	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	10	Forty Five	NO	45	00	450	00
20	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	One Hundred Fifty	NO	150	00	1,500	00
21	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	Two Hundred Ten	NO	210	00	2,100	00
22	DUCTILE IRON FITTINGS	LB.	200	Five	NO	5	00	1,000	00
23	15" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Sixty	NO	60	00	1,800	00

Bid Proposal - Addendum No. 1

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
24	18" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Sixty Five	No	65	00	1,950	00
						TOTAL		139,314	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 74500	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 64,814	00
						TOTAL		$ 139,314	00

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (120) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the **OWNER** as liquidating damages in the event this proposal is accepted by the **OWNER** within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the **OWNER**, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: T. Johnson Industries, Inc. ADDRESS: P.O. Box 8009 Lumberton Tx, Phone: 409-246-2440

BY: Steve Hartt DATE: 10-23-14

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we T. Johnson Industries, Inc., 1443 Highway 69, Kountze, Texas 77625 as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County, 1149 Pearl Street, Beaumont, Texas 77701 as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal 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 Cheek Community Sewer Improvements Phase IV; Low Pressure Sewer System; Project No.: TXCDBG; Contract No.: 713250 IFB 14-046/KJS.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 23rd day of October, 2014.

T. Johnson Industries, Inc.
(Principal)

BY: _____

TITLE: PRESIDENT

SureTec Insurance Company

BY: Melinda Martinez
Melinda Martinez, Attorney-in-Fact

POA #: 4221022 - Baytown

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melinda Martinez, Randy Zerinque, Don Richardson, Elsie L. Vestal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of October, 2014, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

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 any additional information he desires.

Name of Bidder: T. Johnson Industries, Inc. Date Organized: Sept. 1981

Address: P.O. Box 8009 Lumberton, TX 77657 Date Incorporated: 12/24/1991

Number of Years in contracting business under present name: 32 years

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Lumberton M.U.D. Waste water Imp.	1,217,650	April 2015

Type of work performed by your company: Water & Wastewater 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
Orange County WC-ID #1/Water Well/Wellsite	1,559,125.20	10/2014
Jefferson County Cheek Community Low Pressure Sewer System	248,254.00	5/2014
City of Bridge City Sewer Line Rehab	489,924.50	3/2014

Major equipment available for **this** contract: Whatever necessary

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: $ 1,000,000. Bank reference: BBVA Compass Bank - Lumberton, TX

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

Executed this 23 day of October, 2014.

By:(signature) _____ Title: President

(print name) Terry Johnson, SR

ACTION CIVIL ENGINEERS, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-3356

ADDENDUM NO. 1

Addendum Issued Date: October 17, 2014

Cheek Community Sewer Improvements - Cheek Phase IV

Jefferson County, Texas

TXCDBG Contract No. 713520|ACE Job No. 114-12B

The following information is offered for clarification or modification to the project information you now hold.

1. The 3" PVC SDR-26 Sewer Force Main pipe must be green.

2. **BID PROPOSAL**

   (a) Replace **Bid Proposal** *Pages 84 to 87* with revised **Bid Proposal** *Pages 82 to 85* attached.

   Clarification: Quantities for several Bid Items have been revised. Page no has been revised.

3. **WAGE RATE DECISION**

   The most recent Wage Rate *General Decision Number TX140079 01/03/2014 TX79*, attached, has been added to the bid document.

4. **SCOPE OF WORK**

   Replace **Scope of work** with Page 81 with revised **Scope of work** page 81 attached.

The following schedule should be met by all as required:

- 23 October, 2014 – Open bid
- 27 October, 2014 – Award Bid at Jefferson County Commissioner Court
- 10 November, 2014 – Execute Bid Documents at Jefferson County
- 14 November, 2014 – Performance Bond, Pay Bond, Insurance and all other contract documents to be submitted by contractor.

Received

Date: 10-20-14 **Acknowledged:** STOELART

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

3727 Doctors Dr.
Port Arthur
Texas 77642

Phone *409-983-6263*
Fax *409-983-6265*
Email *dp@dpengineersinc.com*
Web site: *www. dpengineersinc.com*

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10-21-14A10:43 RCVD

DANIELS
BUILDING & CONSTRUCTION, INC.

P.O. BOX 20878 • BEAUMONT, TEXAS 77720-0878

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

PROPOSAL NAME:	Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5)
PROPOSAL NO:	14-008/KJS
DUE DATE/ TIME:	11:00 AM; October 21, 2014

DOCUMENT 00 4000 - BID FORM - LUMP SUM

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: Daniels Building & Construction, Inc.
Bidder's Name
P.O. Box 20878
Address
Beaumont, Texas 77720-0878

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We have carefully examined the Bidding Requirements, Contract Form, Conditions of the Contract, Specifications, Drawings, all other Contract Documents and all other Documents referred to therein, as well as the Project Site and conditions affecting the Work.

We have received Addendum Number(s) 1 through 3 and have included their provisions in this Bid.

In submitting this bid, the undersigned agrees to:
A. Hold his bid open for the time period specified in the Instructions to Bidders
B. Enter into and execute a contract, if awarded, on the basis of the Base Bid and the Alternate Bids selected by the Owner.
C. Furnish specified insurance and guarantee bonds.
D. Accomplish the work in accordance with the Contract Documents.
E. Complete the work within the Contract Time.

BASE BID:

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of the Project in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

_____ DOLLARS
Amount Written In Words (This Governs)

($ 4,424,000-)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

BASE BID TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents within 360 consecutive calendar days after commencing the Work.

ALTERNATE NO. 1 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 1 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

_____
DOLLARS
Amount Written In Words (This Governs)

($ 43,000-)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 1 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 5 consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 2 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 2 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

_____
DOLLARS
Amount Written In Words (This Governs)

($ 14,000-)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 2 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 15 consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 3 BID – add alternate

Note: Alternate No. 3 consists of the following items:

	Alternate No. 3 work (as outlined in the Drawings and Specifications)	$ 127,878-
Plus	Quantity Allowance No. 3 (as outlined in section 01 2100)	$ 36,122-
	Total amount of Alternate No. 3 (to be shown below)	$ 164,000-

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 3 in a workmanlike manner, in accordance with the Contract Documents, for the total amount, including Allowance No. 3, of:

_____
DOLLARS
Amount Written In Words (This Governs)

($ 164,000)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 1 $ 170 PER SF
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 2 $ 170 PER SF
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

ALTERNATE NO. 3 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 0 consecutive calendar days to the Time of the Base Bid after commencing the Work.

BID SECURITY:
Accompanying this Bid is a Certified or Cashier's Check drawn on a State or National Bank of the State of Texas or a Bidder's Bond as defined in the Instructions to Bidders, AIA A701, on prescribed form and in the amount of not less than Five percent (5%) of the greatest total amount of this Bid payable without recourse to the order of Owner's Name, said check or bond to be returned to the bidder, unless in case of the acceptance of the Bid he shall fail to execute a contract and file Performance and Payment Bonds within 10 days of its acceptance, in which case the check or bond shall become the property of Owner's Name and shall be considered as payment for damages due to delay and other inconveniences suffered by Owner's Name on account of failure of the bidder to execute contract.

LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of five hundred dollars ($500.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

MISCELLANEOUS PROVISIONS:

If notified of the acceptance of this Bid within 60 days after the time set for opening of bids, we agree to execute a contract with the Owner, on the prescribed form, for the above mentioned Work, for the above mentioned amount, furnish the Performance Bond and the Payment Bond on the prescribed forms and commence Work, all within ten days of the date of notification of award.

It is understood that the Owner reserves the right to reject any or all bids, to accept or reject any or all Alternates, or to accept any combination of Alternates considered advantageous and to waive any informality or irregularity in any bid which, in his judgment, is in his own best interest.

The undersigned certifies that the amounts contained in this Bid have been carefully checked and are submitted as correct and final.

The County will evaluate and award on total price (base bid plus alternates.) The County reserves the right to incorporate any and all Alternates or no alternates at time of Contract.

Type of Bidder's Organization: Corporation
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: Texas
(If Corporation)

Bidder: Daniels Building & Construction, Inc.
(Print or Type)

Janet Daniels
(Signature of Bidder)

Title or Office: President
(Print or Type)

Legal Address: 2898 West Cedar Street
(Print or Type)

City: Beaumont State: Texas Zip Code: 77702

Tel. (409) 838-3006

SEAL:
(If Corporation)

ATTEST:
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

THE GUARANTEE™

BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, That we, Daniels Building & Construction Inc. _____ as Principal, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly bound unto Jefferson County Purchasing Dept, 1149 Pearl St, 1st Floor, Beaumont, Tx 77701 as Obligee, in the sum of 5% of the greatest amount of the bid dollars ($_____) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for Jefferson County Courthouse Mechanical & Safety Upgrades _____, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of October, 2014.

Daniels Building & Construction, Inc.

Witness _____ BY: _____

Principal Janet Daniels, President

ITS: _____

The Guarantee Company of North America USA

Witness _____ BY: _____

Attorney-In-Fact Robert A Georgas

Bid Bond - Rev. 2/20/13

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Carey Georgas, Robert A. Georgas, Michelle Neely
Cravens Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 16th day of October, 2014

Randall Musselman, Secretary

THE GUARANTEE™

Texas Consumer Notice

1. IMPORTANT NOTICE
   To obtain information or make a complaint:

2. You may contact your **agent** at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

   One Towne Square, Suite 1470
   Southfield, Michigan 48076
   Web: www.gcna.com
   E-mail: Info@gcna.com
   Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:
   P.O. Box 149104
   Austin, TX 78714-9104
   Fax: (512) 475-1771
   Web: http://ww.tdi.state.tx.us
   E-mail: ConsumerProtection@tdi.state.tx.us

7. PREMIUM OR CLAIM DISPUTES:
   Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Teas Department of Insurance.

8. 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 q ueja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of north America USA;
One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.gcna.com
E-mail: Info@gcna.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://ww.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS 0 RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TD I).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076
Tel 248-281-0281 • Fax 248-750-0431 • 1-866-328-0567
gcna.com

DOCUMENT 00 4100 - SUPPLEMENTS TO BID FORM – SCHEDULE OF VALUES
(To be submitted as part of Bid)

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: (Bidder's Name And Address) Daniels Building & Construction, Inc.
P.O. Box 20878
Beaumont, Texas 77720-0878

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We are submitting the following information required by the bidding documents.

CONSTRUCTION COST BREAKOUT: We have included applicable portions of overhead and profit in each of the following items:

BASE BID:

1.	Demolition of systems (HVAC, and F.A.)	$ To be provided at a later date
2.	Masonry Restoration (HCT, Brick, Marble)	$ To be provided at a later date
3.	Suspended Acoustical Ceiling Remove & reinstall	$ To be provided at a later date
4.	Fire Alarm for Historic Courthouse	$ To be provided at a later date
5.	Fire Alarm for Annex (including cutting/patching)	$ To be provided at a later date
6.	Fire Alarm for Jail Building (including cutting/patching)	$ To be provided at a later date
7.	HVAC	$ To be provided at a later date
8.	Temporary corridors and air conditioning	$ To be provided at a later date
9.	Fire Sprinklers	$ To be provided at a later date
10.	Windows	$ To be provided at a later date
11.	Builders Risk property Insurance	$ To be provided at a later date
12.	Bonds: Performance and payment bonds.	$ To be provided at a later date
13.	General Conditions:	$ To be provided at a later date
14.	Finish Sampling (Allowance No. 4)	$ To be provided at a later date
15.	Other	$ To be provided at a later date

TOTAL OF ABOVE ITEMS AND AMOUNT OF BASE BID: $ 4,424,000-

UNIT PRICES:

Provide unit (square foot, linear foot, etc. as appropriate) cost for types of work as listed below that may be added to the scope of work as determined by the Owner and Architect.

1. Marble Replacement	$ To be provided at a later date / (unit/sf)
2. Plaster Repairs including paint	$ To be provided at a later date / (unit/sf)
3. Wall Painting	$ To be provided at a later date / (unit/sf)
4. Ceiling painting	$ To be provided at a later date / (unit/sf)
5. Courtroom Wainscot replacement (Complete assembly)	$ To be provided at a later date / (unit/sf)
6. Courtroom Wainscot Cap replacement	$ To be provided at a later date / (unit/sf)
7. Courtroom Crown Mould replacement	$ To be provided at a later date / (unit/lf)
8. Wood window sill replacement (sill, seat, skirt, trim)	$ To be provided at a later date / (unit/lf)
9. Marble grout re-pointing	$ To be provided at a later date / (unit/lf)

Type of Bidder's Organization: Corporation
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: Texas
(If Corporation)

Bidder: Daniels Building & Construction, Inc.
(Print or Type)

Janet Daniels
(Signature of Bidder)

Title or Office: President
(Print or Type)

Legal Address: 2898 West Cedar Street
(Print or Type)

Beaumont, Texas

Zip Code: 77702 (Print or Type) Tel. (409) 838-3006 (Print or Type)

SEAL:
(If Corporation)

ATTEST:
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

CONTRACTOR QUALIFICATION STATEMENT

1. Firm Information
   a. Name
      Daniels Building & Construction, Inc.
   b. Address
      P.O. Box 20878 – Beaumont, Texas 77720-0878
   c. Phone
      (409) 838-3006
   d. Fax
      (409) 838-9006
   e. E-mail; Website
      daniels@danielsinc.com; www.danielsinc.com
   f. Principals/Partners
      Janet Daniels, Owner/President
   g. Date firm started
      1957
   h. Bonding capacity, name and address of agent
      75MM+
      The Guarantee Co. of North America
      12600 Northborough, Suite 190
      Houston, Texas 77067
   i. Insurance coverage, name and address of agent, copy of policy limits
      See attached ACORD Certificate
      Cravens Insurance Agency
      P.O. Box 157
      Silsbee, Texas 77656

2. Project team: Provide resume for each personal listed **See attached resumes**
   a. Principal in charge
      Janet Daniels
   b. Project Manager
      Cody Williford
   c. Estimator
      Cody Williford
   d. Superintendent
      Charley Messina

3. List all historic preservation projects (restoration, rehabilitation, or stabilization) for buildings over 50 years old.
   See attached list of Historic Preservation Projects
   a. Project name, location
   b. Original date of building construction, original Architect
   c. Owner: Name, phone number
   d. Architect: Name, phone number
   e. Scope and type of work included
   f. Cost of construction: Original budget; Final cost; Amount of Change Orders
   g. Scheduled date of completion; Actual date of completion

4. List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures.

   See attached list of Historic Preservation Projects

   a. Project name, location
   b. Original date of building construction, original Architect
   c. Owner: Name, phone number
   d. Architect: Name, phone number
   e. Scope and type of work included
   f. Cost of construction: Original budget; Final cost; Amount of Change Orders
   g. Scheduled date of completion; Actual date of completion

5. List pending or settled litigation arising on any of the above projects and nature of cause for action.

   None

6. List trades directly employed by firm to be used on this project.

   None

7. List of primary subcontractors with names and addresses proposed for this project. Subcontractors must also be pre-qualified before contract is awarded. See Subcontractor Qualification Statement. Subcontractor Qualification Statements must be provided by following:

   a. Masonry Rehabilitation Subcontractor
      Lange Brothers, Inc.
   b. Carpentry/Wood Rehabilitation Subcontractor
      Lange Brothers, Inc. / Shaffer Manufacturing, Inc.
   c. Windows Subcontractor
      AmeraProducts, Inc.
   d. Fire Alarm Subcontractor
      Advanced Systems Alarm Services
   e. Mechanical Subcontractor
      Mechanical Specialty Systems
   f. Fire Sprinkler Subcontractor
      Coastal Sprinkler Co., Inc.

DANIE-8 OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/03/2014

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

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

PRODUCER
Cravens Insurance Agency, Inc.
510 North 5th St.
P.O. Box 157
Silsbee, TX 77656-0157
Robert A. Georgas

CONTACT NAME: Robert A. Georgas
PHONE (A/C, No, Ext): 409-385-2854 FAX (A/C, No): 409-385-3201
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern County Mutual	27863T
INSURER B : Texas Mutual Insurance Co.	
INSURER C : Ironshore Specialty Insurance	
INSURER D : Torus National Insurance Co.	
INSURER E : Southern Insurance Company	19216
INSURER F :	

INSURED Daniels Bldg & Construction In
Janet Daniels
P.O. Box 20878
Beaumont, TX 77720-0878

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			AGS0062900	01/01/2014	01/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP 5522236 02	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
D	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			32654B132ALI	01/01/2014	01/01/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF-0001137937	01/01/2014	01/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Equipment Floater			CIM5523161	01/01/2014	01/01/2015	Equip *	1,184,298
F	Builders Risk			EC04384295	05/31/2013	05/31/2014	Rentd/Lsd	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket waiver of subrogation in all with blanket additional insured included in general liability and business auto where required by written contract

CERTIFICATE HOLDER

INFORMA

FOR PROPOSAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

1350 Lakeview Drive – Sour Lake, TX 77659
jdaniels@danielsinc.com
PH: (409) 838-3006

Janet Daniels

OFFICES:

- Daniels Building & Construction, Inc.
  Owner; President
  Owner 100% HUB No. 478412
- Daniels Resource Management, Inc.
  Owner; President
- Daniels American, Inc.
  Owner; President

QUALIFICATIONS AND EXPERIENCE:

- Primary function is to assist in day-to-day operations of the companies. Responsible for implementing plans and policies to achieve overall corporate objectives and maximizing operating results. Monitors short-term and long-term business plans to meet with overall profit and growth objectives to assure the financial health of the companies.
- Responsible for conformance with company standards to insure a quality project. Execution of quality control, implementation of good construction procedures and satisfied clients are key objectives.
- Successful in tracking, projecting and controlling costs of multiple construction projects and multi-million dollar projects.
- Responsible for preliminary stages of all development and design/build projects including working with partners, owners, financial institutions and any other entities required.
- Provides advice, guidance and direction to subordinate executives and provides direction for their professional development. Through good communications, delegates responsibility and authority, with an overall goal to develop a competent management team.
- Encourages the development of a dynamic company spirit exemplifying fairness, creativity, integrity and healthy aggressiveness while producing maximum benefit to the employees, clients and the community.
- Has over thirty five years of diverse experience and has worked her way through several positions of the construction development industry to acquire the knowledge needed to hold the position she now holds.

PROFESSIONAL MEMBERSHIPS:

- Anayat House Board of Directors
  Executive Committee; Finance Committee
- Lamar Alumni Association
- Associated General Contractors of America
- Associated Builders & Contractors of Southeast Texas
- Texas Historically Underutilized Business
- Beaumont Chamber of Commerce
- Better Business Bureau

EDUCATION:

- College: Lamar University, 1982
  Degree: Bachelor of Business Administration
- High School: Kountze High School, Salutatorian, 1978

Cody Williford

DANIELS
BUILDING & CONSTRUCTION, INC.

Project Manager/ Estimator: Participates in project management, project development and estimating operations of the company. Develops construction schedules and draw requests. Assists in buyout of select projects as well as generating RFI's, PR's, etc. during construction and coordinates final close out information.

Graduate of Lamar University with B.S. in Industrial Technology

16 years experience in commercial construction

Job Experience: Prior to 1998

- Construction office coordination and assistance.

1998 to Present **Daniels Building & Construction, Inc.**

- **Renovations to Reagent Chemical & Research, Inc.**
  Reagent Chemical & Research, Inc. – Beaumont, TX
  $517,040
- **Campus Renovations (CMAR)**
  Bridge City Independent School District
  $1,000,000
- **Adams Elementary School (CMAR)**
  Port Arthur Independent School District
  $16,818,288
- **Interior Renovations of Common Areas and All Patient Floors (CMAR)**
  CHRISTUS St Elizabeth Hospital
  $4,246,259
- **Dishman Rehab Renovations (CMAR)**
  CHRISTUS St Elizabeth Hospital
  $1,295,452
- **Additions to Hardin County Jail / Dome Replica (CMAR)**
  Hardin County, TX
  $3,700,000
- **New Medical Office Complex**
  Preventive Medicine of Southeast Texas
  $2,831,653
- **Conversion of Existing Facility to Hospital**
  Beaumont Bone & Joint Institute
  $4,696,637

Charley Messina

DANIELS
BUILDING & CONSTRUCTION, INC.

Project Superintendent: Accomplishes duties, responsibilities, goals and objectives established for the construction department. Develops daily work schedules of company employees and coordinates the work scheduling of all subcontractors, materials, equipment usage, inspections, quality control, security, safety and timeliness. Coordinates with any customer representative, owner or architect to assure good relations. Responsible for timely completion of the project per the approved plans, specifications and government codes or regulations within the cost estimate established.

30 years experience as superintendent or assistant superintendent on commercial and industrial projects

Job Experience: 1989 to Present **Daniels Building & Construction, Inc.**

- **Hotel Beaumont Historic Renovations**
  Hotel Beaumont – Beaumont, TX
  $5,844,810
- **Repairs and Renovations to Hotel Beaumont**
  Hotel Beumont – Beaumont, TX
  $775,768
- **Renovations to Reagent Chemical & Research, Inc.**
  Reagent Chemical & Research, Inc. – Beaumont, TX
  $517,040
- **Education Service Center**
  West Orange-Cove C.I.S.D.
  $2,913,652
- **Renovations to Police, Municipal Court & Fire Facility**
  City of Port Arthur, TX
  $2,388,810
- **Washington Elementary School**
  Port Arthur Independent School District
  $18,779,122
- **Townhomes of Sherwood Forest**
  Townhomes of Sherwood Forest, LP – Baton Rouge, LA
  $10,262,129
- **Renovations to Ryan Middle School**
  Houston Independent School District
  $6,355,799

Historic Renovation Projects

Repairs and Renovations to Hotel Beaumont
625 Orleans Street – Beaumont, Texas 77701

Contract Amount: $775,768 Completion Date: August 2008

Architect: Vincent P. Hauser, Architect
1412 Collier Street, Suite C – Austin, Texas 78704
PH: (512) 413-7048

Restoration and Improvements to Temple Emanuel
1120 Broadway – Beaumont, Texas 77701

Contract Amount: $1,155,700 Completion Date: August 2005

Architect: David Hoffman & Co.
566 County Road 2998 – Evant, Texas 76525
PH: (254) 471-5935

Historic Renovations to Wooten Hotel
1102 North 3rd Street – Abilene, Texas 79601

Contract Amount: $9,320,000 Completion Date: May 2004

Architect: White Rock Studio, LLC
1407 San Saba Drive – Dallas, Texas 75218
PH: (214) 763-0416

Hotel Beaumont Historic Renovations
625 Orleans Street – Beaumont, Texas 77701

Contract Amount: $5,844,810 Completion Date: September 2000

Architect: White Rock Studio, LLC
1407 San Saba Drive – Dallas, Texas 75218
PH: (214) 763-0416

Renovations to Julie Rogers Theatre for the Performing Arts
625 Orleans Street – Beaumont, Texas 77701

Contract Amount: $3,900,000 Completion Date: October 1980

Architect: Milton Bell and D. Rex Goode
595 Orleans, Suite 711 – Beaumont, Texas 77701
PH: (409) 838-5378

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

October 15,2014

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

"CONTRACTOR QUALIFICATION STATEMENT"

FIRM INFORMATION;

LANGE BROTHERS CONSTRUCTION, INC.

6301 Diamond Avenue Port Arthur, Texas 77640

Ph.(409)736-2565 fax(409) 736-2473 langebrothers @ att.net

RONNIE C. LANGE - Owner and president

Incorporated June 1, 1980 in Texas

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

BONDING CAPACITY; $3,000,000.00
MERCHANTS BONDING COMPANY
Agent; GULF COAST INSURANCE AGENCY
George Haynes ph(409)898-4444
2860 IH 10 E Beaumont, Texas 77703

INSURANCE COVERAGE:
Agent; GULF COAST INSURANCE AGENCY
George Haynes
2860 IH 10E Beaumont, Texas 77703

Limits to meet requirements

PROJECT TEAM;

Principal in Charge - RONNIE C. LANGE	38 years
Project Manager - Ronnie C. Lange	38 years
Estimator - Ronnie C. Lange	38 years
Superintendant - ROBERT L. DIXON	23 years

LIST ALL HISTORIC PRESERVATION PROJECTS FOR BUILDINGS OVER 50 Years old, completed within last ten years.

JEFFERSON THEATER RESTORATION
Fannin Avenue Beaumont, Texas
Owner City of Beaumont
Architect; Milton Bell (409)838-5378
Scope; Restore plaster ceiling and walls with decorative finishes, At balcony area.
Cost -$146,342.00
Completion Feb. 28, 2014

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

HISTORIC PRESERVATION PROJECTS -continued

JEFFERSON COUNTY COURT HOUSE PHASE 4
MARBLE AND PLASTER RESTORATION AT
COURT ROOM 317

Beaumont, Texas
Owner - Jefferson County
Architect - LaBiche Architectural Group
Scope- Rrstore Marble and Plaster at window walls
Cost $33,292.00
Completion Sept. 24,2012

W.H. STARK HISTORICAL MANSION
Orange, Texas
Owner - STARK FOUNDATION Mr. Gus Harris (409)883-3513
Scope - Restoration of cement veneer surfaces at exterior supports
Cost $66,924.00
Completion -Dec. 15,2011

W.H. STARK HISTORICAL MANSION
Orange, Texas
Owner- STARK FOUNDATION Mr. Gus Harris (409)883-3513
Scope - Interior restoration walls, ceilings and trim
Cost $41,135.00
Completion July 30, 2010

TEMPLE EMANUEL SYNAGOGE
Beaumont, Texas
Owner - Temple Emanuel Architect - David Hoffman (254)471-5935
Scope - Interior restoration canvas ceiling, plaster walls and wood panel wainscote.
Cost $105,102.00
Completion Jan. 26, 2006

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

List of other project experience of a similar nature (renovations) of historic and/or older structures.

DR. PEPPER BUILDING RENOVATIONS (Stark Foundation Storage)
109 8th st. Orange, Texas 77630
Original construction 1950
Owner - STARK Foundation Mr. Gus Harris (409)883-3513
Architect -Architectural Alliance (409)866-7196
Scope - New H.V.A.C. system,Fire and security alarm systems, Interior walls, ceilings, doors and trim, New lighting and electrical system. New rest room and plumbing. New steel stairway.
Cost - $452,027.00
Completion May 5,2013

VINCENT MIDDLE SCHOOL PHASE 2 INTERIOR RENOVATIONS
350 Eldridge Drive Beaumont, Texas
Original construction 1958 Architect-Auto Arch Architects Houston,Tx.
Owner - BEAUMONT INDEPENDENT SCHOOL DISTRICT
Scope - Replace H.V.A.C. system, syspended ceilings and painting of walls.
Cost - $406,459.80
Completion Feb 28,2011

FLETCHER ELEMENTARY PHASE 2 RENOVATIONS
1055 Avenue F Beaumont, Texas
Original Construction 1961
Owner- Beaumont I.S.D.
Architect- Auto Arch Architects Houston, Tx.
Scope - Renovation to restrooms, replace suspended ceilings. lighting and electrical.
Cost - $322,795.00
Completion March 12, 2011

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

Pending of settled litigation of any of the above projects.
"NONE"

LIST TRADES DIRECTLY EMPLOYED BY FIRM TO BE USED ON THIS PROJECT;
Carpenters, plasterers, marble crafters, painters and laborers

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Ronnie C. Lange, *being first duly sworn, deposes and says that:*

(1) He is president *of* Lange Brothers, Inc., *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Ronnie C Lange

president
Title

Subscribed and sworn to before me by the said Ronnie C. Lange *on this* 17 *day of* October, *20* 14.

By: Barbara L Kempf
Notary Public

Jefferson *County,* Texas

[Notary Seal]

My commission expires 2/7, *20* 18.

END OF DOCUMENT

BARBARA L. KEMPF
Notary Public, State of Texas
My Commission Expires
February 07, 2018

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 LANGE BROTHERS, INC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	74-2109849
Company Name submitting bid/proposal:	LANGE BROTHERS CONSTRUCTION, INC.
Mailing address:	6301 Diamond Avenue Port Arthur, Tx. 77640
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
86810	6301 Diamond Avenue Port Arthur,Tx.77640
86807	TR 1 LT 5 BLK 26 Port Acres,TX 77640

* 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 RONNIE C.LANGE (name), who

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

"I, RONNIE C. LANGE (name) am a duly authorized officer of/agent

for LANGE BROTHERS, INC. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said LANGE BROTHERS 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: LANGE BROTHERS CONSTRUCTION, INC.

6301 Diamond Avenue Port arthur, Texas 77640

Fax: (409) 736-2473 Telephone# (409) 736-2565

by: RONNIE C. LANGE (print name) Title: president

Signature: Ronnie C. Lange

SUBSCRIBED AND SWORN to before me by the above-named RONNIE C. LANGE on

this the 14th day of October, 2014.

Barbara L. Kempf
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

BARBARA L. KEMPF
Notary Public, State of Texas
My Commission Expires
February 07, 2018

Shaffer Manufacturing, Inc.

1655 Cedar • Beaumont • Texas • 77701
P.O. Box 21018 • Beaumont • Texas • 77720
Tel (409)838-6556 • Fax (409)838-9001

Our Project Team

As far as the people on this team, you will find a wide range of skill levels. I, myself, have been involved in everything from store fixture and plastic laminated millwork to wood related items. I have the ability to organize complex projects from start to finish. Personally, I have never started a project that was not completed to the full satisfaction of the end customer.

Rod and Norman bring extensive knowledge to the table when they are present. Each of them have backgrounds in commercial and high end residential millwork. They are a formidable team.

Jeff has installed a variety of projects, always completing with customer satisfaction. Our punch list have little to no items to address.

Thank You,

Larry Cheatham

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Shaffer mfg. 838-9001

Scope Of Work: Wood Restoration 64020

Firm Information

Name: Shaffer Manufacturing, Inc

Address: 1655 Cedar Street, Beaumont, Tx 77701

Phone: 409-838-6556

Fax: 409-838-9001

Email/Website: larryc@shaffermfg.com

Principals/Partners: LARRY Cheatham

Date Firm Started: 11/1993

Bonding Capacity: N/A

Bonding Agent/Address: —

Insurance Coverage:

Insurance Agent/Address: Talon Insurance

Project Team – Provide Resume For Each Person Listed

Principal In Charge: LARRY Cheatham 39yrs in business

Project Manager: Rod Wyler 38 yrs in business

Estimator: Rod Wyler

Superintendent: Jeff Mathis 22 yrs in business

Product Design Norman Hrwatsky 38 yrs in business

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Terrell Historical Library	City of Bmt Built 1903			MISC TRIM Replacement SASH's
Jefferson Theatre	City of Bmt. Built 1927			MISC TRIM & ~~Replacement~~ SASH's
Stark Carriage House, Orange, Tx.	Architectural Alliance Built 1894	Stark Foundation		Interior Renovation Trim, MISC

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Larry Cheatham, *being first duly sworn, deposes and says that:*

(1) He is President *of* Shaffer Manufacturing, Inc *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas *(Owner) in connection with* JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS *(name of contract), and of pertinent circumstances respecting such Sub-Bid;*

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas *(Owner) or any person interested in the proposed Contract; and*

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Larry Cheatham
President
Title

Subscribed and sworn to before me by the said Larry Cheatham *on this* 17th *day of* October, *20* 14.

By: Glenna Louise Woods
Notary Public

Jefferson *County,* Texas

My commission expires 9/13, *20* 16.

GLENNA LOUISE WOODS
Notary Public, State of Texas
My Commission Expires
September 13, 2016

[Notary Seal]

END OF DOCUMENT

Qualifications:

- All work to be performed during normal business hours Monday-Friday 8AM-5PM. We can adjust our workday and time to 3PM-11PM or work 4-10 hour days. These work/service hours are optional and negotiable.
- All Electrical power, raceways, penetrations, access points of entry for wiring and device installation, dedicated circuits, conduit, utility and installation needs for Back-Boxes, Junction Boxes, connectors and code requirements are to be provided by Electrical Contractor.
- All access points, per floor and between each floor and walls including drilling are to be provided by others. This requirement covers all walls and ceilings that are to be preserved.
- If sales taxes (*) are not applicable a current exemption or resale certificate will be required upon acceptance of this proposal.
- If we are confined in the facilities by an event out of our control, we will have to make up for the lost time for each of my Technicians affected by this interruption @ $101.00 per hour per Technician.
- My proposal includes a factory Representative at the final commissioning of the VESDA System.
- Once the installation is completed and the system has been inspected, tested and accepted, we can provide Jefferson County with a Systems Service Agreement.
- Warranty Period, Advanced Systems will support the required Warranty period as long as no other Systems Contractor or Jefferson County Maintenance personnel attempt to service, repair, inspect or maintain these listed systems. If this is discovered, the Warranty period is voided and we will only provide required services at a time and material rate, and it must be pre-approved by a County Purchase Order prior to Advanced Systems scheduling the service.

I appreciate this opportunity to be of service, if you have any questions please call me.

Thank you,

Wayne Duerler
Vice President
Advanced Systems
O) 409-840-2077
wayne@texasalarms.com

JEFFERSON CCH PH5 MECHANICAL AND SAFETY UPGRADES
Beaumont, Texas
Project No. 13018

NON-COLLUSION AFFIDAVIT
FOR SUBCONTRACTOR
00 6400 - 1

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

BLAKE Duerler, *being first duly sworn, deposes and says that:*

(1) He is Estimator *of* Advanced Systems, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

Estimator
Title

Subscribed and sworn to before me by the said BLAKE Duerler *on this* 20 *day of* OCTOBER, *20* 14.

By: WAYNE E. DUERLER SR.
Notary Public

Jefferson *County,* TEXAS

[Notary Seal]

My commission expires _____, *20* ____.

OCTOBER 23, 2014

END OF DOCUMENT

WAYNE EDWARD DUERLER, JR.
Notary Public, State of Texas
My Commission Expires
October 23, 2014

Jefferson County Courthouse Mechanical & Safety Upgrades

Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Advanced Systems Alarm Services

Scope of Work: Fire Alarm

Firm Information

Name: Advanced System Alarm Services

Address: 1130 Lindbergh, Beaumont, Texas 77706

Phone: 409-840-2077

Fax: 409-840-5250

Website: www.texasalarms.com

Prinicipals/Partners: Wayne Duerler, Mark Gunstream

Date Firm Started: 05/06/1999

Insurance Coverage: $2,000,000.00 General Aggregate/ $1,000,000.00 General Liability

Insurance Agent/Address: Wayne Holub Insurance Agency, Inc.

3526 E. FM 528 Rd., Ste 201, Friendswood, Texas 77546

Project Team

Principal in Charge: Wayne Duerler

Project Manager: Grant Powell

Estimator: Wayne Duerler, Blake Duerler

Superintendent: N/A

List all historic preservation projects (restoration, rehabilitation or stabilization)

For buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Scope of Work Done
Kelly High School	Fire Alarm System
Terrell Library	Fire Alarm System
Jack Brooks Federal Bldg.	Fire Alarm System
First Baptist Church (Downtown)	Fire Alarm System

List other project experience of a similar nature (renovation or modernization)

Involving historic and/or older structures

Project Name & Location	Scope of Work Done
St. Anthony's Catholic Church	Fire Alarm System
Calder Baptist Church	Fire Alarm System
Stark Museum	Fire Alarm System

Part 3, Article 3.1 Preparation, add Paragraph:
"F. Moisture Barrier - Dampproofing: apply dampproofing to all exposed back-up masonry (interior face of exterior masonry wall) prior to installation of new panels or reinstallation of salvaged panels. Follow manufacturer's instructions and allow sufficient time for proper drying prior to installation of wood paneling. Protect all surrounding finishes from damage in order to avoid stains, leaks, spills, drops, or other damage".

Part 3, Article 3.2 Installation:
Revise paragraph I, modify first sentence to read: "Refinish wainscot paneling as indicated'
Add Paragraph: "K. Clean / Revitalize all woodwork to remain (paneling, pews, tables, chairs, railing, trim, etc.)"

SECTION 21 1200

Part 1, Article 1.3 Quality Assurance, Paragraph A: revise the last sentence to read: "The statement shall include information on the firm's experience, the number of years in business, and minimum 5 years of experience. Experience on minimum three (3) comparable projects is preferred."

SECTION 23 0000

Part 1, Article 1.10 Quality Assurance, Paragraph A: revise the last sentence to read: "The statement shall include information on the firm's experience, the number of years in business, and minimum 5 years of experience. Experience on minimum three (3) comparable projects is preferred."

SECTION 26 0001

Part 1, Article 1.3 Quality Assurance, Paragraph A: revise the last sentence to read: "The statement shall include information on the firm's experience, the number of years in business, and minimum 5 years of experience. Experience on minimum three (3) comparable projects is preferred."

SECTION 28 3100

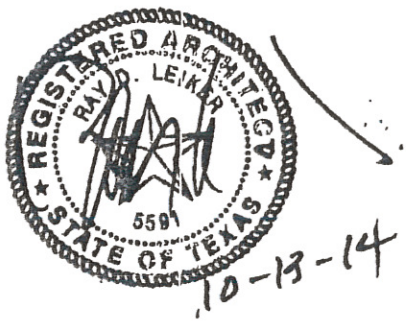
Part 1, Article 1.4 Quality Assurance, Paragraph A: revise the last sentence to read: "The statement shall include information on the firm's experience, the number of years in business, and minimum 5 years of experience. Experience on minimum three (3) comparable projects is preferred."

PROJECT DRAWINGS

SHEET A-310, detail 20
Add note: 2-hr rating requirement for cap at mechanical chase.

SHEET A-231, detail 3
Add note: wood veneer and finish system on back side of panels.

SHEET A-232, detail 3
Add note: wood veneer and finish system on back side of panels.



END OF MODIFICATIONS NARRATIVE

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Mechanical Specialty Systems 842-9404

Scope Of Work: Division 23 - HVAC

Firm Information

Name: Mechanical Specialty Systems, LLC

Address: 4070 Washington Blvd., Beaumont, Texas 77705

Phone: 409-842-9400

Fax: 409-842-9404

Email/Website: ryan.rosson@mechanicalspecialtysystems.com

Principals/Parnters: Ryan A. Rosson

Date Firm Started: January 2014

Bonding Capacity: TBD

Bonding Agent/Address: TBD

Insurance Coverage: Please see attached COI

Insurance Agent/Address: Gulf Coast Insurance Agency, Beaumont, Texas

Project Team – Provide Resume For Each Person Listed

Principal In Charge: Ryan A. Rosson

Project Manager: Rodney Broussard

Estimator: Ryan A. Rosson

Superintendent: TBD

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Richmond State School Richmond, Texas	1960's	Texas HHSC		Mechanical Upgrade
Franklin Elementary E.S.	1920's	PAISD		Mechanical Upgrade
Thomas Jefferson H.S.	1960's	PAISD		Mechanical Upgrade
Lamar University	1960's			Mechanical Upgrade

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2014

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

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

PRODUCER	CONTACT NAME: Christina Stafford
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 898-4444 FAX (A/C, No): (409) 898-4468 E-MAIL ADDRESS: csl@gcia-tx.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Liberty Mutual — 23043
INSURED Mechanical Specialty Systems, LLC. 4070 Washington Blvd. Beaumont TX 77705	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:2014/2015** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			BK51556015627	3/7/2014	3/7/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAS1556015494	3/7/2014	3/7/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							UM/UIM CSL BI & PD	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UB01556325294	9/26/2014	3/7/2015	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WS56325294	9/26/2014	9/26/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The general liability, automtobile liability, umbrella and workers compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/CMS

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DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Ryan A. Rosson, *being first duly sworn, deposes and says that:*

(1) He is President *of* Mechanical Specialty Systems *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) [signature]
President
Title

Subscribed and sworn to before me by the said Ryan Rosson *on this* 20th *day of* October, *20* 14.

By: Lisa L. Braneff
Notary Public

Jefferson *County,* TEXAS

My commission expires 8-8, *20* 16.

[Notary Seal]
LISA L. BRANEFF NOTARY PUBLIC STATE OF TEXAS 08-08-2016

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Coastal Sprinkler 842-1049
Scope Of Work: Fire Protection 211200
Wet Pipe Sprinkler 211313
Pre-Action Sprinkler 211316

Firm Information

Name: Coastal Sprinkler Co., Inc.
Address: 6233 Industrial Rd Beaumont, TX 77705
Phone: (409) 842-0721
Fax: (409) 842-1049
Email/Website: Coastalsprinkinc@aol.com
Principals/Parnters: Russell W. Cuniff / Kevan W. Cuniff
Date Firm Started: May 1987
Bonding Capacity: $350,000.00 single $500,000.00 aggregate
Bonding Agent/Address: Insurica 6011 Garth Rd. Ste A Baytown, TX 77521
Insurance Coverage: $1,000,000.00
Insurance Agent/Address: Insurica 6011 Garth Rd. Ste A Baytown, TX 77521

Project Team – Provide Resume For Each Person Listed

Principal In Charge: KEVAN CUNIFF 32 yrs Exp. Nicet Level III RME G
Project Manager: Bobby Harrison 35 yrs Exp. Nicet Level III
Estimator: GEORGE DEARBORNE 33 YEARS Exp. RME U
Superintendent: Phillip Becker 21 YEARS Exp

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Crockett Street Renovations				Fire Sprinkler Retro
Woodrow Wilson School				Fire Sprinkler System
Hotel Beaumont				" "
Port Arthur Bank + Savings				" " "

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Kevan W Cuniff, *being first duly sworn, deposes and says that:*

(1) He is Vice - President *of* Coastal Sprinkler Co. Inc, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Kevan W Cuniff
Vice President
Title

Subscribed and sworn to before me by the said Kevan Cuniff *on this* 20th *day of* October, *20* 14.

By: Wendy Duhon
Notary Public

Jefferson *County,* Texas

My commission expires 7/16, *20* 18.

WENDY M. DUHON NOTARY PUBLIC STATE OF TEXAS EXPIRES 7-16-2018

[Notary Seal]

END OF DOCUMENT

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Daniels Building & 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.):	74-1971974
Company Name submitting bid/proposal:	Daniels Building & Construction, Inc.
Mailing address:	P.O. Box 20878 - Beaumont, Texas 77720-0878
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Account Number	Owner's Name & Address	Property Site Address	Legal Description	CAD Reference No.
70000000015329000000	DANIELS BUILDING & CONST INC JANET DANIELS HOUSTON PO BOX 20878 BEAUMONT, TX 77720-0878	2898 CEDAR W ST	PERSONAL PROPERTY F&F M&E VEHS	700000153290
24030600000281000000	DANIELS BUILDING & CONST INC PO BOX 20878 BEAUMONT, TX 77720-0878	2898 CEDAR W ST	PL C6 TR 4L 1.664AC N TEVIS	240300002810
06595000000430000000	DANIELS BUILDING & CONSTRUCTION INC PO BOX 20878 BEAUMONT, TX 77720-0878	265 14TH S ST	VAN WORMER 2 L10 B15	065950004300
06595000000440000000	DANIELS BUILDING & CONSTRUCTION INC PO BOX 20878 BEAUMONT, TX 77720-0878	249 14TH S ST	VAN WORMER 2 L11 B15	065950004400
06595000000450000000	DANIELS BUILDING & CONSTRUCTION INC PO BOX 20878 BEAUMONT, TX 77720-0878	245 14TH S ST	VAN WORMER 2 L12 B15	065950004500
06595000000460000000	DANIELS BUILDING & CONSTRUCTION INC PO BOX 20878 BEAUMONT, TX 77720-0878	225 14TH S ST	VAN WORMER 2 L13 B15	065950004600
06595000000470000000	DANIELS BUILDING & CONSTRUCTION INC PO BOX 20878 BEAUMONT, TX 77720-0878	2955 CEDAR W ST	VAN WORMER 2 L14 B15	065950004700
24030600000070000000	DANIELS BUILDING & CONSTRUCTION PO BOX 20878 BEAUMONT, TX 77720-0878	310 13TH S ST	PL C6 T D OUT OF T2 N TEVIS	240300000700

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Janet Daniels (name), who

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

"I, Janet Daniels (name) am a duly authorized officer of/agent

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

foregoing on behalf of the said Daniels Building & Construction, Inc. (name of firm).

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

Name and address of bidder: Daniels Building & Construction, Inc.

P.O. Box 20878 - Beaumont, Texas 77720-0878

Fax: (409) 838-9006 Telephone# (409) 838-3006

by: Janet Daniels (print name) Title: President

Signature: Janet Daniels

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

this the 21st day of October, 2014.

Stephanie L. Staudenmier
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

STEPHANIE L STAUDENMIER
Notary Public, State Of Texas
My Commission Expires
09-19-2016

H.B. Neild & Sons, Inc.

CONTRACTORS / CONSTRUCTION MANAGERS

PROPOSAL

PROPOSAL NAME: Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5)
PROPOSAL NO: 14-008/KJS

IFB 14-008/KJS
Restoration of the Jefferson County Courthouse-Phase 5 Mechanical and Safety Upgrades
Bids due: 11:00 AM, TBD

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BIDDER MUST MONITOR THE PURCHASING WEB SITE (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 with an original and three (3) copies to the Jefferson County Purchasing Agent, by mail or messenger to the following address:

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

ATTN: Deborah Clark, Jefferson County Purchasing Agent

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 Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

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

- **Refer to specifications for additional Architect's Instructions, General Contractor Qualifications Statement, and Sub-Contractor Qualification Statement.**

8. Contract

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

9. Waiver of Subrogation

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

10. 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.

11. Changes and Addenda to Bid Documents

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

12. 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 a request for substitution was submitted and approved by the Architect in accordance with substitution requirements. **Please refer to the included Architects Substitution Request Form**. 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.

13. Delivery

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

14. 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. **(Please refer to the Architects Specific Instructions to Bidders)**

15. Currency

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

16. 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.

17. Notice to Proceed/Purchase Order

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

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.

- Please refer to the Architects Included Substitution Request Form

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.

- **Where alternates are shown in drawings and specs, they shall be included in bid; bids that do not include pricing for alternatives will be considered non-responsive**.

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, qualified, 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.

(The County reserves the right to incorporate Alternates based on budget feasibility prior to Contract Execution.)

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on

the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum

wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Payments to Contractor

5.1 **Partial Payments**

5.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Jefferson County Auditor, Patrick Swain, for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Jefferson County Engineer.

5.2.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

5.2 **Final Payment**

5.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the

Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

5.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advis¬able, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

5.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

5.3 **Payments Subject to Submission of Certificates.** Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

5.4 **Withholding Payments**. The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

6. 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.

7. Insurance

The contractor (including any and all subcontractors as defined in Section 8.1.3 below) shall, at all times during the term of this contract, maintain insurance coverage's 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

General Liability (Insurance Letter 'A')

Commercial General Liability: Each Occurrence	$2,000,000.00
Damage to rented premises: Each Occurrence	$300,000.00
Personal & Adv Injury:	$1,000,000.00
General Aggregate:	$4,000,000.00
Products- Comp/Op Agg:	$4,000,000.00

Excess/Umbrella Liability (Insurance Letter 'B')

Each Occurrence	$10,000,000.00
Aggregate:	$10,000,000.00

Workers' Compensation & Employer's Liability (Insurance Letter 'C')

E.L. Each Accident:	$1,000,000.00
E.L. Disease- Each Employee:	$1,000,000.00
E.L. Disease- Policy Limit:	$1,000,000.00
Statutory Coverage (see attached)	

Contractor's Equipment Floater (Insurance Letter 'D')

Per Item	$300,000.00

Automobile Liability (Insurance Letter 'E')

Any Auto/ Hired Autos/Non-Owned Autos:	
Combined Single Limit:	$1,000,000.00

8. Workers' Compensation Insurance

8.1 Definitions:

8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

8.1.2 **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.

8.1.3 **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.

8.2 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.

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

8.4 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.

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

8.5.1 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

8.5.2 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.

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

8.7 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.

8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 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.

8.9.2 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.

8.9.3 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.

8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 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.

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

8.9.6 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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 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.

8.11 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.

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 H. B. Neild & Sons, 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.):	760003324
Company Name submitting bid/proposal:	H. B. Neild & Sons, Inc.
Mailing address:	P.O. Box 22555, Beaumont, Texas
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**
1-76-0003324-9	5950 Walden Road, Beaumont, Texas 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 John A. Neild, Jr. (name), who

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

"I, John A. Neild, Jr. (name) am a duly authorized officer of/agent

for H. B. Neild & Sons, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said H. B. Neild & Sons, 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: H. B. Neild & Sons, Inc.

P.O. Box. 22555, Beaumont, Texas 77720

Fax: 409-842-0369 Telephone# 409-842-2272

by: John A. Neild, Jr. (print name) Title: President

Signature: J Neild

SUBSCRIBED AND SWORN to before me by the above-named John A. Neild, JR on

this the 21 day of October, 2014.

DEBBIE D. RAGGIO
MY COMMISSION EXPIRES
December 4, 2015

Debbie D. Raggio
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

DOCUMENT 00 6300 - NON-COLLUSION AFFIDAVIT FOR PRIME CONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PRIME CONTRACTOR

State of Texas

County of Jefferson

John A. Neild, Jr., ***being first duly sworn, deposes and says that:***

(1) He is President ***of*** H. B. Neild & Sons, Inc. ***, the Bidder that has submitted the referenced Bid;***

(2) He is fully informed respecting the preparation and contents of the referenced Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____.

President
Title.

Subscribed and sworn to before me by the said John Neild, JT ***on this*** 21 ***day of*** October, ***20*** 14.

By: Debbie Raggio
Notary Public

Jefferson ***County,*** Texas

My commission expires 4, ***20*** 15.

DEBBIE D. RAGGIO
MY COMMISSION EXPIRES
December 4, 2015

[Notary Seal]

END OF DOCUMENT

H.B. Neild & Sons, Inc.
CONTRACTORS / CONSTRUCTION MANAGERS

P.O. Box 22555, Beaumont, Texas 77720 ▪ www.hbneild.com ▪ TEL 409.842.2272 ▪ FAX 409.842.0369

1. FIRM INFORMATION:

H. B NEILD & SONS, INC.
5950 Walden Road, Beaumont, Texas 77707
Ph. (409) 842-2272 Fax (409)842-0369
jneild@hbneild.com
John Neild, Jr. – President
Incorporated February 5, 1962

BONDING CAPACITY PER JOB: in excess of $15 MM Single job; $35MM Aggregate work program

BONDING COMPANY
The Hartford
700 W. Prien Lake Rd., Lake Charles, LA 70601

INSURANCE COVERAGE:

AGENT: McElveen Insurance
700 W. Prien Lake Rd., Lake Charles, LA 70601
Doug McElveen – 337-475-7474

Limits to meet requirements

2. PROJECT TEAM:

Principal in Charge – John A. Neild, Jr.
Project Manager – John A. Neild, Jr.
Project Engineer / Quality Control – Bill Ehrhart
Superintendant – James Overbey

SEE ATTACHED RESUMES

3. LIST ALL HISTORIC PRESERVATION PROJECTS FOR BUILDING OVER 50 YEARS OLD COMPLETED WITHIN THE LAST (10) YEARS

JEFFERSON THEATER RESTORATION
Fannin Avenue, Beaumont, Texas
OWNER – City Of Beaumont
ARCHITECT – Milton Bell, AIA – (409)838-5378
SCOPE AND TYPE OF WORK INCLUDED – Restoration
COST OF CONSTRUCTION –$4,626,000
FINAL COST – $4,626,000
SCHEDULED DATE OF COMPLETE – 2004
ACTUAL DATE OF COMPLETION – 2004

ST. ANTHONY CATHEDRAL
ARCHIE STREET, BEAUMONT, TEXAS
OWNER – Diocese of Beaumont
ARCHITECT – Roy Harper, AIA – (713)668-9989
SCOPE AND TYPE OF WORK INCLUDED – Restoration
COST OF CONSTRUCTION - $3,671,016
FINAL COST - $$3,671,016
AMOUNT OF CHANGE ORDERS –
SCHEDULED DATE OF COMPLETE – 2004
ACTUAL DATE OF COMPETION – 2004

NEWTON COUNTY COURTHOUSE
Newton, Texas
OWNER – Newton County
ARCHITECT – Marcel Quimby Architectural/Preservation, Inc. – (214)343-0011
SCOPE AND TYPE OF WORK INCLUDED – Restoration
COST OF CONSTRUCTION - $440,000
FINAL COST – $440,000
SCHEDULED DATE OF COMPLETE – 2012
ACTUAL DATE OF COMPLETION - 2012

HOTEL BEAUMONT
Orleans Street, Beaumont, Texas
OWNER – Beaumont Preservation Society
ARCHITECT – Vincent Hauser, AIA – (512) 452-3041
SCOPE AND TYPE OF WORK INCLUDED – Restoration
COST OF CONSTRUCTION - $48,369
FINAL COST – $48,369
SCHEDULED DATE OF COMPETION – 2005
ACTUAL DATE OF COMPLETION – 2005

4. LIST OTHER PROJECT EXPERIENCE OF A SIMILAR NATURE (renovation or modernization) INVOLVING HISTORIC AND / OR OLDER STRUCTURES.

ORANGE COUNTY COURTHOUSE – EXTERIOR
Orange, Texas
OWNER – Orange County
ARCHITECT – Mark Magnesun, AIA – (409)749-9689
SCOPE AND TYPE OF WORK INCLUDED – Renovations
COST OF CONSTRUCTION - $628,521
FINAL COST – $628,521
SCHEDULED DATE OF COMPLETION – 2000
ACTUAL DATE OF COMPLETION – 2000

5. LIST PENDING OR SETTLED LITIGATION ARISING ON ANY OF THE ABOVE PROJECTS AND NATURE OF CAUSE FOR ACTION.

N/A

6. LIST TRADES DIRECTLY EMPLOYED BY FIRM TO BE USED ON THIS PROJECT.
Masonry
Architectural Wood
Steel Windows
Plaster
Painting
Fire Suppression
HVAC
Electrical
Fire Alarm
Test & Balance

7. LIST OF PRIMARY SUBCONTRACTORS WITH NAMES AND ADDRESSES PROPOSED FOR THIS PROJECT. SUBCONTRACTORS MUST ALSO BE PRE-QUALIFIED BEFORE CONTRACT IS AWARDED. SEE SUBCONTRACTOR QUALIFICATION STATEMENT. SUBCONTRACTOR QUALIFICATION STATEMENTS MUST BE PROVIDED BY FOLLOWING:

A. MASONRY REHABILITIATION SUBCONTRACTOR
Corbell Masonry
6365 Washington Blvd.
Beaumont, Texas 77707

B. CARPENTRY/WOOD REHABILTATION SUBCONTRACTOR
Lange Brothers, Inc.
6301 Diamond Avenue
Port Arthur, Texas 77640

C. WINDOWS SUBCONTRACTOR
AmeraProducts
P.O. Box 21358
Beaumont, Texas 77720

D. FIRE ALARM SUBCONTRACTOR
Advanced Alarm Systems
1130 Lindbergh
Beaumont, Texas 77707

E. MECHANICAL SUBCONTRACTOR
BK Mechanical
650 N. Second St.
Silsbee, Texas

F. FIRE SPRINKLER SUBCONTRACTOR
Coastal Sprinkler
6233 Industrial Road
Beaumont, Texas 77705

H.B. Neild & Sons, Inc.
CONTRACTORS / CONSTRUCTION MANAGERS

John A. Neild, Jr.
President / Project Manager

Education
Lamar University

Hometown
Beaumont, Texas

Professional Background
Johnny has been with the firm since 1972 and became partner and President in 1993. His experience includes Estimator, Project Manager, Vice President, and President. He has performed worked in Industrial, Commercial, and Institutional sites, and specializes in metal building. His responsibilities include daily management of field operations and in-house schedules for all jobs.

Project Experience

Tom Lamb Print Shop / Beaumont, Texas
Spindletop Renovation Buildings E & F / Beaumont, Texas
Lamar University Security and Barrier / Beaumont, Texas
Lamar University Health & Human Performance Bldg. / Beaumont, Texas
Lamar University Art Building Room 108/108A / Beaumont, Texas
Helena Laboratory / Beaumont, Texas
Lamar University Hayes Biology Bldg / Beaumont, Texas
Lamar University Tennis Court Canopies / Beaumont, Texas
Lamar University Baseball Training Building / Beaumont, Texas
Salvation Army / Port Arthur, Texas
Taft Elementary School / Groves, Texas
Lamar University McFadden Ward Nursing Bldg. / Beaumont, Texas
Lamar University Pleasure Island Oceanology Bldg. / Beaumont, Texas
Shangri La Botanical Gardens / Orange, Texas
Memorial High School Stadium & Athletic Fields / Port Arthur, Texas
Tyrrell Library / Beaumont, Texas

H.B. Neild & Sons, Inc.
CONTRACTORS / CONSTRUCTION MANAGERS

James Overbey
Project Superintendent

Education
Bachelors of Science in Agriculture / Stephen F. Austin State University
Bachelors of Science in Biology / Stephen F. Austin State University
Master of Education / Sam Houston State University
Supervisory Training Program / Associated General Contractors

Hometown
Silsbee, Texas

Professional Background
James Overbey came to work for H.B. Neild & Sons, Inc. in 1973 and has been involved in numerous projects for the company. His main responsibilities include coordinating all site construction activities and supervising all field personnel as required to successfully complete the project on schedule and within budget. This includes maintaining the highest quality, supervising all trade and field personnel, while administering good construction safety practices with all on-site activities. He maintains the job site office and closes out projects. He focuses on the quality workmanship making sure that it conforms to the original plans and specifications. He maintains construction schedule, identifies and solves problems, orders materials, and schedules inspections as necessary throughout the construction process. He promotes job site safety, encourages safe work practices and rectifies job site hazards immediately, and ensures all company employees and contractors are adhering to the company/client safety policy.

Project Experience

ExxonMobil Chemical 150 Building
ExxonMobil Chemical 151 Building
ExxonMobil Chemical Central Control Building
DuPont Control Building
Atofina Chemical Laboratory
Atofina Chemical Control Building
Atofina Chemical Maintenance Building
Atofina Chemical Wash Down Building
ARCO Chemical Control Building
Chemical Waste Management New Laboratory Building
Port Neches Middle School
Port Neches-Groves High School Stadium
Southeast Texas Gastroenterology
St. Joseph Catholic Church
Queen of Vietnam Church
Jefferson County Detention Center Buildings
Lamar University Administration Building Remodel
Lamar University Speech and Hearing Building
Giglio Distribution Warehouse
Raintree Elderly Housing Federal Government Project
Wallace Co. Addition
DuPont Ammonia Control

H.B. Neild & Sons, Inc.
CONTRACTORS / CONSTRUCTION MANAGERS

Bill Ehrhart
Project Engineer
Quality Control
Field Operations Manager

Education
Carpenters Apprenticeship Program –
Beaumont Local 753

Hometown
Lumberton, Texas

Professional Background
Starting work as a laborer in 1973, Bill rose through the ranks as a carpenter's apprentice, journeyman carpenter, carpenter foreman, superintendent, estimator, project manager, and field operations manager. His technical knowledge of the construction process, combined with a solution-driven approach to field management, greatly improves overall work force efficiency and helps mitigate potential schedule hurdles.

Affiliations
Carpenters Local 753 – Vested Member

Project Experience

Port Neches Middle School / Port Neches, Texas
Groves Middle School / Groves, Texas
New Chancery Building / Beaumont, Texas
Lamar University / Beaumont, Texas
Dow Jones / Beaumont, Texas
Port Neches-Groves High School Stadium / Port Neches, Texas
St. Anthony Cathedral / Beaumont, Texas
ExxonMobil PE Plant Laboratory / Beaumont, Texas
ExxonMobil PE Plant Control Room / Beaumont, Texas
ExxonMobil PE Plant Main Entry / Beaumont, Texas
ExxonMobil PE Plant Main Office / Beaumont, Texas
ExxonMobil Main Refinery Locker Room / Beaumont, Texas
ExxonMobil Main Refinery Cafeteria / Beaumont, Texas
ExxonMobil Main Refinery Control Bldg. / Beaumont, Texas
ExxonMobil Main Refinery Satellite Control Bldg. / Beaumont, Texas
ExxonMobil Office Renovations / Beaumont, Texas
ExxonMobil Chemical Main Control Room / Beaumont, Texas
ExxonMobil Chemical Safety Training Facility / Beaumont, Texas
ExxonMobil Chemical Main Guard Building / Beaumont, Texas
DuPont Sabine River Works Lab 4000 / Orange, Texas
Kyle Building Renovations / Beaumont, Texas
Capital One Bank Bldg. Renovations / Beaumont, Texas
Ubi Caritas Family Clinic / Beaumont, Texas
Jack Brooks Federal Building Office Renovations / Beaumont, Texas
Port of Port Arthur Command Center / Port Arthur, Texas
LifeShare Blood Center / Beaumont, Texas
Southeast Texas Gastroenterology Bldg. / Beaumont, Texas
IBEW Training Center / Beaumont, Texas
Jefferson County Water District #10 / Nederland, Texas
Crestwood Baptist Parking lot Renovations / Lumberton, Texas

HBNEILD-01 MCLARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2014

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

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

PRODUCER	CONTACT NAME: Kathy Peters
McElveen Insurance, LLC 700 West Prien Lake Road, Suite 200 Lake Charles, LA 70601	PHONE (A/C, No, Ext): (337) 475-7441 FAX (A/C, No): (337) 564-6934 E-MAIL ADDRESS: kpeters@mcelveenins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bituminous Casualty Corporation	20095
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : AGCS Marine Insurance Company	22837
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

H.B. Neild & Sons, Inc.
P O Box 22555
Beaumont, TX 77720

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Limited Jobsite Poll GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	CLP3605814	07/01/2014	07/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS [X] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	X	X	CAP3605815	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	CUP2805575	07/01/2014	07/01/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TSF0001118834	07/01/2014	07/01/2015	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			MXI93059288	07/01/2014	07/01/2015	Rented Leased Item	300,000
C	Equipment Floater			MXI93059288	07/01/2014	07/01/2015	Rented Leased total	600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured & Waiver of Subrogation provided to Certificate Holder on General & Auto liability policies as required by written contract. GL AI Endt# GL3084 (09/11); Auto AI Endt #CA 0001 (10/13); Waiver of Subrogation provided to Certificate Holder on Workers Compensation/Employers' Liability policy as required by written contract.

CERTIFICATE HOLDER

Sample Certificate
Sample
Sample, LA 70601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CORBELL MASONRY, INC.

6365 WASHINGTON BLVD.
BEAUMONT, TEXAS 77707
409/842-3354
FAX 409/842-1078

SUBCONTRACTOR QUALIFICATION STATEMEN

FIRM INFORMATION

Corbell Masonry, Inc
6365 Washington Blvd
409-842-3354
409-842-1078
corbellmasonry@sbcglobal.net
Jeff and Tommy Corbell
April 1, 1977
Maida Insurance
Maida Insurance, Pete Maida; P.O. Box 21438, Bmt, Tx 77720

PROJECT TEAM

Jeff Corbell
Jeff Corbell
Mel Dollinger
Jeff DeLord

PRESERVATION PROJECTS

Crockett Street, Bmt, Tx

OTHER SIMILAR PROJECTS

Tyrrell Public Library, Bmt, Tx

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Ronnie C. Lange, *being first duly sworn, deposes and says that:*

(1) He is president *of* Lange Brothers, Inc., *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Ronnie C Lange

president
Title

Subscribed and sworn to before me by the said Ronnie C. Lange *on this* 17 *day of* October, *20* 14.

By: Barbara L Kempf
Notary Public

Jefferson *County,* Texas

My commission expires 2/7, *20* 18.

[Notary Seal]

BARBARA L. KEMPF
Notary Public, State of Texas
My Commission Expires
February 07, 2018

END OF DOCUMENT

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 LANGE BROTHERS, INC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	74-2109849
Company Name submitting bid/proposal:	LANGE BROTHERS CONSTRUCTION, INC.
Mailing address:	6301 Diamond Avenue Port Arthur, Tx. 77640
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
86810	6301 Diamond Avenue Port Arthur,Tx.77640
86807	TR 1 LT 5 BLK 26 Port Acres,TX 77640

* 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 RONNIE C.LANGE (name), who

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

"I, RONNIE C. LANGE (name) am a duly authorized officer of/agent

for LANGE BROTHERS, INC. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said LANGE BROTHERS 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: LANGE BROTHERS CONSTRUCTION, INC.

6301 Diamond Avenue Port arthur, Texas 77640

Fax: (409) 736-2473 Telephone# (409) 736-2565

by: RONNIE C. LANGE (print name) Title: president

Signature: Ronnie C. Lange

SUBSCRIBED AND SWORN to before me by the above-named RONNIE C. LANGE on

this the 14th day of October, 2014.

Barbara L. Kempf
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

BARBARA L. KEMPF
Notary Public, State of Texas
My Commission Expires
February 07, 2018

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

October 15,2014

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

"CONTRACTOR QUALIFICATION STATEMENT"

FIRM INFORMATION;

LANGE BROTHERS CONSTRUCTION, INC.

6301 Diamond Avenue Port Arthur, Texas 77640

Ph.(409)736-2565 fax(409) 736-2473 langebrothers @ att.net

RONNIE C. LANGE - Owner and president

Incorporated June 1, 1980 in Texas

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

BONDING CAPACITY; $3,000,000.00
MERCHANTS BONDING COMPANY
Agent; GULF COAST INSURANCE AGENCY
George Haynes ph(409)898-4444
2860 IH 10 E Beaumont, Texas 77703

INSURANCE COVERAGE:
Agent; GULF COAST INSURANCE AGENCY
George Haynes
2860 IH 10E Beaumont, Texas 77703
Limits to meet requirements

PROJECT TEAM;

Principal in Charge - RONNIE C. LANGE	38 years
Project Manager - Ronnie C. Lange	38 years
Estimator - Ronnie C. Lange	38 years
Superintendant - ROBERT L. DIXON	23 years

LIST ALL HISTORIC PRESERVATION PROJECTS FOR BUILDINGS OVER 50 Years old, completed within last ten years.

JEFFERSON THEATER RESTORATION
Fannin Avenue Beaumont, Texas
Owner City of Beaumont
Architect; Milton Bell (409)838-5378
Scope; Restore plaster ceiling and walls with decorative finishes, At balcony area.
Cost -$146,342.00
Completion Feb. 28, 2014

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

HISTORIC PRESERVATION PROJECTS -continued

JEFFERSON COUNTY COURT HOUSE PHASE 4
MARBLE AND PLASTER RESTORATION AT
COURT ROOM 317

Beaumont, Texas
Owner - Jefferson County
Architect - LaBiche Architectural Group
Scope- Rrstore Marble and Plaster at window walls
Cost $33,292.00
Completion Sept. 24,2012

W.H. STARK HISTORICAL MANSION
Orange, Texas
Owner - STARK FOUNDATION Mr. Gus Harris (409)883-3513
Scope - Restoration of cement veneer surfaces at exterior supports
Cost $66,924.00
Completion -Dec. 15,2011

W.H. STARK HISTORICAL MANSION
Orange, Texas
Owner- STARK FOUNDATION Mr. Gus Harris (409)883-3513
Scope - Interior restoration walls, ceilings and trim
Cost $41,135.00
Completion July 30, 2010

TEMPLE EMANUEL SYNAGOGE
Beaumont, Texas
Owner - Temple Emanuel Architect - David Hoffman (254)471-5935
Scope - Interior restoration canvas ceiling, plaster walls and wood panel wainscote.
Cost $105,102.00
Completion Jan. 26, 2006

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

List of other project experience of a similar nature (renovations) of historic and/or older structures.

DR. PEPPER BUILDING RENOVATIONS (Stark Foundation Storage)
109 8th st. Orange, Texas 77630
Original construction 1950
Owner - STARK Foundation Mr. Gus Harris (409)883-3513
Architect -Architectural Alliance (409)866-7196
Scope - New H.V.A.C. system,Fire and security alarm systems, Interior walls, ceilings, doors and trim, New lighting and electrical system. New rest room and plumbing. New steel stairway.
Cost - $452,027.00
Completion May 5,2013

VINCENT MIDDLE SCHOOL PHASE 2 INTERIOR RENOVATIONS
350 Eldridge Drive Beaumont, Texas
Original construction 1958 Architect-Auto Arch Architects Houston,Tx.
Owner - BEAUMONT INDEPENDENT SCHOOL DISTRICT
Scope - Replace H.V.A.C. system, syspended ceilings and painting of walls.
Cost - $406,459.80
Completion Feb 28,2011

FLETCHER ELEMENTARY PHASE 2 RENOVATIONS
1055 Avenue F Beaumont, Texas
Original Construction 1961
Owner- Beaumont I.S.D.
Architect- Auto Arch Architects Houston, Tx.
Scope - Renovation to restrooms, replace suspended ceilings. lighting and electrical.
Cost - $322,795.00
Completion March 12, 2011

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

Pending of settled litigation of any of the above projects.
"NONE"

LIST TRADES DIRECTLY EMPLOYED BY FIRM TO BE USED ON THIS PROJECT;
Carpenters, plasterers, marble crafters, painters and laborers

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Coastal Sprinkler 842-1049
Scope Of Work: Fire Protection 211200
Wet Pipe Sprinkler 211313
Pre-Action Sprinkler 211316

Firm Information

Name: Coastal Sprinkler Co., Inc.
Address: 6233 Industrial Rd Beaumont, TX 77705
Phone: (409) 842-0721
Fax: (409) 842-1049
Email/Website: Coastalsprinkinc@aol.com
Principals/Parnters: Russell W. Cuniff / Kevan W. Cuniff
Date Firm Started: May 1987
Bonding Capacity: $350,000.00 single $500,000.00 aggregate
Bonding Agent/Address: Insurica 6011 Garth Rd. Ste. A Baytown, TX 77521
Insurance Coverage: $1,000,000.00
Insurance Agent/Address: Insurica 6011 Garth Rd. Ste A Baytown, TX 77521

Project Team – Provide Resume For Each Person Listed

Principal In Charge: KEVAN CUNIFF 32 yrs Exp. Nicet Level III RME G
Project Manager: Bobby Harrison 35 yrs Exp.
Estimator: GEORGE DEARBORNE 33 YEARS EXP. RME U
Superintendent: Phillip Recker 21 YEARS EXP

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Crockett Street Renovations				Fire Sprinkler
Woodrow Wilson School				Fire Sprinkler System
Hotel Beaumont				"
Port Arthur Bank + Savings				"

Retro

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Kevan W. Cuniff, *being first duly sworn, deposes and says that:*

(1) He is Vice - President *of* Coastal Sprinkler Co. Inc, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Kevan W Cuniff

Vice President
Title

Subscribed and sworn to before me by the said Kevan Cuniff *on this* 20th *day of* October, *20* 14.

By: Wendy Duhon
Notary Public

Jefferson *County,* Texas

My commission expires 7/16, *20* 18.

WENDY M. DUHON NOTARY PUBLIC STATE OF TEXAS EXPIRES 7-16-2018

[Notary Seal]

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades

Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Advanced Systems Alarm Services

Scope of Work: Fire Alarm

Firm Information

Name: Advanced System Alarm Services

Address: 1130 Lindbergh, Beaumont, Texas 77706

Phone: 409-840-2077

Fax: 409-840-5250

Website: www.texasalarms.com

Prinicipals/Partners: Wayne Duerler, Mark Gunstream

Date Firm Started: 05/06/1999

Insurance Coverage: $2,000,000.00 General Aggregate/ $1,000,000.00 General Liability

Insurance Agent/Address: Wayne Holub Insurance Agency, Inc.

3526 E. FM 528 Rd., Ste 201, Friendswood, Texas 77546

Project Team

Principal in Charge: Wayne Duerler

Project Manager: Grant Powell

Estimator: Wayne Duerler, Blake Duerler

Superintendent: N/A

List all historic preservation projects (restoration, rehabilitation or stabilization)

For buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Scope of Work Done
Kelly High School	Fire Alarm System
Terrell Library	Fire Alarm System
Jack Brooks Federal Bldg.	Fire Alarm System
First Baptist Church (Downtown)	Fire Alarm System

List other project experience of a similar nature (renovation or modernization)

Involving historic and/or older structures

Project Name & Location	Scope of Work Done
St. Anthony's Catholic Church	Fire Alarm System
Calder Baptist Church	Fire Alarm System
Stark Museum	Fire Alarm System

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

BLAKE Duerler, *being first duly sworn, deposes and says that:*

(1) He is Estimator *of* Advanced Systems, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

Estimator
Title

Subscribed and sworn to before me by the said BLAKE Duerler *on this* 20 *day of* OCTOBER, *20* 14.

By: WAYNE E. DUERLER SR.
Notary Public

Jefferson *County,* TEXAS

[Notary Seal]

My commission expires _____, *20* ____.

OCTOBER 23, 2014

END OF DOCUMENT

WAYNE EDWARD DUERLER, JR.
Notary Public, State of Texas
My Commission Expires
October 23, 2014

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Jefferson County Purchasing Agent

ADDRESS: 1149 Pearl Street
Beaumont, Texas 77701

SUBMITTED BY: H. B. NEILD & SONS, INC.

NAME: JOHN A. NEILD, JR.

ADDRESS: P.O. BOX 22555

PRINCIPAL OFFICE:

Corporation	[x]
Partnership	[ ]
Individual	[ ]
Joint Venture	[ ]
Other	[ ]

NAME OF PROJECT (if applicable): Jefferson County Courthouse Mechanical and Safety

TYPE OF WORK (file separate form for each Classification of Work):

X General Construction	_____ HVAC
_____ Plumbing	_____ Electrical
_____ Other_____ (please specify)	

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?
82 YEARS - SINCE 1932

1.2 How many years has your organization been in business under its present business name?
52 YEARS - SINCE 1962

1.2.1 Under what other or former names has your organization operated?

H. B. NEILD - 1932 THRU 1953

H. B. NEILD & SON - 1953 THRU 1962

H. B. NEILD & SONS, INC. - 1962 THRU PRESENT

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 02/05/62

1.3.2 State of incorporation: TEXAS

1.3.3 President's name: JOHN A. NEILD, JR.

1.3.4 Vice-president's name(s): THOMAS B. NEILD

1.3.5 Secretary's name: THOMAS B. NEILD

1.3.6 Treasurer's name: THOMAS B. NEILD

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: N/A

1.4.2 Type of partnership (if applicable): N/A

1.4.3 Name(s) of general partner(s): N/A

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: N/A

1.5.2 Name of owner: N/A

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1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

TEXAS - GENERAL CONTRACTOR, FEDERAL ID # 76-0003324

LICENSE NOT REQUIRED IN TEXAS

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

TEXAS

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

SITEWORK, CONCRETE FOUNDATIONS, PAVING, METAL BUILDINGS, METAL BUILDING E

ERECTION, INTERIOR FRAMING AND FINISHES

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

NO

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

YES

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) NO

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3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

M & D SUPPLY
4580 COLLEGE STREET
BEAUMONT, TX 77707
409-842-2731

PLUMBING SPECIALTIES
P. O. BOX 572
BEAUMONT, TX 77707

GULF COAST ELECTRIC
2005 PECOS BEAUMONT, TX 77701

4.2 Bank References:

Third Coast Bank
BEAUMONT, TX
409-861-2700
Scott Adams

4.3 Surety:

4.3.1 Name of bonding company:
HARTFORD FIRE INSURANCE COMPANY
P.O BOX 2070
MANDEVILLE, LOUISIANA 70470-2070

4.3.2 Name and address of agent:
McElveen Insurance
700 W. PRIEN LAKE ROAD
LAKE CHARLES, LA 70601
(800) 256-8960

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5. FINANCING

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
REED & ASSOCIATES
3302 MCFADDIN: SUITE 1 -- BEAUMONT, TEXAS 77701

5.1.3 Is the attached financial statement for the identical organization named on page one?

YES

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

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6. SIGNATURE

6.1 Dated at 2:00 this 21st day of October 19 2014

Name of Organization: H. B. NEILD & SONS, INC.

By: John A. Neild, Jr.

Title: PRESIDENT

6.2

M JOHN A. NEILD, JR. being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 21 day of October, 19 2014

Notary Public: Debbie Raggio

My Commission Expires: 12-4-2015

DEBBIE D. RAGGIO
MY COMMISSION EXPIRES
December 4, 2015

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

H.B. Neild & Sons, Inc.

CONTRACTORS / CONSTRUCTION MANAGERS

P.O. Box 22555, Beaumont, Texas 77720-2555 ❑ TEL 409/842-2272 ❑ FAX 409/842-0369

October 21, 2014

Jefferson County Purchasing Dept.
1149 Pearl St.
Beaumont, Texas 77701

To Whom It May Concern,

This letter is to confirm that H. B. Neild & Sons has the financial resources for this Bid Project. To verify, please contact Scott Adams at Third Coast Bank in Beaumont, Texas at (409) 861-2700

Sincerely,
H. B. Neild & Sons, Inc.

John A. Neild, Jr.
President

H.B. Neild & Sons, Inc.
CONTRACTORS / CONSTRUCTION MANAGERS
P.O. Box 22555, Beaumont, Texas 77720-2555 □ TEL 409/842-2272 □ FAX 409/842-0369

REFERENCES

Owners

Port Neches – Groves Independent School District
Dr. Rodney Cavness – Superintendent of Schools
620 Avenue C
Port Neches, Texas 77651
409-722-4244

Lamar University
Mike Hogan – Facilities Planning Department
P.O. Box 10016
Beaumont, Texas - 409-880-8471

Vidor Independent School District
Ronnie Davis – Director of Maintenance
120 East Boliver
Vidor, Texas 77662
409-951-8720

City of Beaumont
Boyd Meier – Inspection Department
P.O. Box 3827
Beaumont, Texas 77704
409-880-3762

Architects

Architectural Alliance
Ronnie Jones
350 Pine Street
Beaumont, Texas 77706
409-866-7196

Milton Bell & Associates
Milton Bell
595 Orleans, Suite 711
Beaumont, Texas 77701
409-838-5378

SHW Group, Inc.
Mark Lam
20 East Greenway Plaza, Suite 200
Houston, Texas 77046
409-838-5378

Page Southerland Page
Ken Black
1100 Louisiana
Suite One
Houston, Texas 77002

Sigma Engineers
Sina Nejad
4099 Calder
Beaumont, Texas 77706

Englobal Engineering
Terry Allen
3105 Executive Blvd.
Beaumont, Texas 77705
409-840-2100

Vincent Hauser
Architect
1412 Collier St., Suite C
Austin, Texas 78704
512-452-3041

Nederland ISD
Ronnie Trahan
220 17th Street
Nederland, TX 77627
409-724-2391

H.B. Neild & Sons, Inc. Current Project List

PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION DATE
ExxonMobil Maintenance Projects	ExxonMobil	Owner	$250,000.00	30.00%	Oct-12
ExxonMobil Lab	ExxonMobil	Page Southerland Page	$17,324,961.00	3.00%	Dec-14
Invista Building 3020	Invista	Sigma Engineers	$1,498,745.00	5.00%	Nov-12
Invista Credit Union	Invista	Sigma Engineers	$630,000.00	0.00%	Jan-13
Invista Maintenance Projects	Invista	Owner	$160,000.00	50.00%	Sep-12
Nederland ISD Bond Package	Nederland ISD	Architectural Alliance	$23,000,000.00	0.00%	Dec-12
Agriland Credit Union	Agriland Farm Credit Union	Eubanks, Harris, Roberts, Craig	$1,016,164.00	100.00%	Sept. 2014
First Baptist Church	First Baptist Church	Carroll & Blackman	$4,500,000.00	20.00%	Oct. - 14
Colonial Pipeline Control Building	Colonial Pipeline	Page Southerland Page	$988,000.00	95.00%	
Flint Hills - New Control Room	Flint Hills	Furminite Technical Solutions	$9,761,475.00	10.00%	Sept. 2015
Shangrila	Stark Foundation	Georg Newsome			

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE H. B. Neild & Sons, Inc.
P O Box 22555, Beaumont, TX 77720

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 Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5) Renovations to Courthouse

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 21st day of October , 2014

H. B. Neild & Sons, Inc.
(Principal) *(Seal)*

(Witness)

By: PRES
(Title)

Chris Baker
(Witness)

Hartford Fire Insurance Company
(Surety) *(Seal)*

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
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

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **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, Assistant Secretary

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.

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

CERTIFICATE

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 10/21/2014

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

DOCUMENT 00 4000 - BID FORM - LUMP SUM

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: H. B. Neild & Sons, Inc.
Bidder's Name
P.O. Box 22555
Address
Beaumont, Texas 77720

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We have carefully examined the Bidding Requirements, Contract Form, Conditions of the Contract, Specifications, Drawings, all other Contract Documents and all other Documents referred to therein, as well as the Project Site and conditions affecting the Work.

We have received Addendum Number(s) 1 through 3 and have included their provisions in this Bid.

In submitting this bid, the undersigned agrees to:
A. Hold his bid open for the time period specified in the Instructions to Bidders
B. Enter into and execute a contract, if awarded, on the basis of the Base Bid and the Alternate Bids selected by the Owner.
C. Furnish specified insurance and guarantee bonds.
D. Accomplish the work in accordance with the Contract Documents.
E. Complete the work within the Contract Time.

BASE BID:

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of the Project in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Four Million Six Hundred Sixty Three Thousand DOLLARS
Amount Written In Words (This Governs)

($ 4,663,000)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

BASE BID TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents within 500 consecutive calendar days after commencing the Work.

ALTERNATE NO. 1 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 1 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Twenty Nine Thousand
DOLLARS
Amount Written In Words (This Governs)

($ 29,000.00)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 1 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 0 consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 2 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 2 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Six Thousand Two Hundred
DOLLARS
Amount Written In Words (This Governs)

($ 6,200.00)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 2 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 0 consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 3 BID – add alternate

Note: Alternate No. 3 consists of the following items:

	Alternate No. 3 work (as outlined in the Drawings and Specifications)	$ 130,504
Plus	Quantity Allowance No. 3 (as outlined in section 01 2100)	$ 30,296
	Total amount of Alternate No. 3 (to be shown below)	$ 160,800

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 3 in a workmanlike manner, in accordance with the Contract Documents, for the total amount, including Allowance No. 3, of:

One Hundred Sixty Thousand Eight Hundred DOLLARS

Amount Written In Words (This Governs)

($ 160,800.00)

Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 1 $ 150.70
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 2 $ 150.70
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

ALTERNATE NO. 3 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 0 consecutive calendar days to the Time of the Base Bid after commencing the Work.

BID SECURITY:
Accompanying this Bid is a Certified or Cashier's Check drawn on a State or National Bank of the State of Texas or a Bidder's Bond as defined in the Instructions to Bidders, AIA A701, on prescribed form and in the amount of not less than Five percent (5%) of the greatest total amount of this Bid payable without recourse to the order of Owner's Name, said check or bond to be returned to the bidder, unless in case of the acceptance of the Bid he shall fail to execute a contract and file Performance and Payment Bonds within 10 days of its acceptance, in which case the check or bond shall become the property of Owner's Name and shall be considered as payment for damages due to delay and other inconveniences suffered by Owner's Name on account of failure of the bidder to execute contract.

LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of five hundred dollars ($500.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

MISCELLANEOUS PROVISIONS:

If notified of the acceptance of this Bid within 60 days after the time set for opening of bids, we agree to execute a contract with the Owner, on the prescribed form, for the above mentioned Work, for the above mentioned amount, furnish the Performance Bond and the Payment Bond on the prescribed forms and commence Work, all within ten days of the date of notification of award.

It is understood that the Owner reserves the right to reject any or all bids, to accept or reject any or all Alternates, or to accept any combination of Alternates considered advantageous and to waive any informality or irregularity in any bid which, in his judgment, is in his own best interest.

The undersigned certifies that the amounts contained in this Bid have been carefully checked and are submitted as correct and final.

The County will evaluate and award on total price (base bid plus alternates.) The County reserves the right to incorporate any and all Alternates or no alternates at time of Contract.

Type of Bidder's Organization: Corporation
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: Texas
(If Corporation)

Bidder: H. B. Neild & Sons, Inc.
(Print or Type)

(Signature of Bidder)

Title or Office: President
JOHN A. NEILD JR
(Print or Type)

Legal Address: P.O. Box 22555
(Print or Type)

City: Beaumont State: TX Zip Code: 77720

Tel. (409) 842-2272

SEAL:
(If Corporation)

ATTEST:
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

DOCUMENT 00 4100 - SUPPLEMENTS TO BID FORM – SCHEDULE OF VALUES
(To be submitted as part of Bid)

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: (Bidder's Name And Address)
H. B. Neild & Sons, Inc.
P.O. Box 22555
Beaumont, Texas 77720

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We are submitting the following information required by the bidding documents.

CONSTRUCTION COST BREAKOUT: We have included applicable portions of overhead and profit in each of the following items:

BASE BID:

1.	Demolition of systems (HVAC, and F.A.)	$ 137,136
2.	Masonry Restoration (HCT, Brick, Marble)	$ 59,007
3.	Suspended Acoustical Ceiling Remove & reinstall	$ 97,137
4.	Fire Alarm for Historic Courthouse	$ 818,501
5.	Fire Alarm for Annex (including cutting/patching)	$ 440,618
6.	Fire Alarm for Jail Building (including cutting/patching)	$ 0
7.	HVAC	$ 1,335,000
8.	Temporary corridors and air conditioning	$ 127,291
9.	Fire Sprinklers	$ 274,487
10.	Windows	$ 53,839
11.	Builders Risk property Insurance	$ 23,360
12.	Bonds: Performance and payment bonds.	$ 44,115
13.	General Conditions:	$ 306,302
14.	Finish Sampling (Allowance No. 4)	$ 5,000
15.	Other	$ 941,217

TOTAL OF ABOVE ITEMS AND AMOUNT OF BASE BID: $ 4,663,000

UNIT PRICES:

Provide unit (square foot, linear foot, etc. as appropriate) cost for types of work as listed below that may be added to the scope of work as determined by the Owner and Architect.

1. Marble Replacement $ 183.70 / (unit/sf)
2. Plaster Repairs including paint $ 24.20 / (unit/sf)
3. Wall Painting $ 2.20 / (unit/sf)
4. Ceiling painting $ 2.20 / (unit/sf)
5. Courtroom Wainscot replacement (Complete assembly) $ 150.00 / (unit/sf)
6. Courtroom Wainscot Cap replacement $ 39.60 / (unit/sf)
7. Courtroom Crown Mould replacement $ 30.80 / (unit/lf)
8. Wood window sill replacement (sill, seat, skirt, trim) $ 40.70 / (unit/lf)
9. Marble grout re-pointing $ 8.80 / (unit/lf)

Type of Bidder's Organization: Corporation
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: Texas
(If Corporation)

Bidder: John A. Neild, Jr.
(Print or Type)

(Signature of Bidder)

Title or Office: President
(Print or Type)

Legal Address: P.O. Box 77720
(Print or Type)

Beaumont, Texas

Zip Code: 77720 (Print or Type) Tel. (409) 842-2272 (Print or Type)

SEAL:
(If Corporation)

ATTEST: _____
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

DOCUMENT 00 4000 - BID FORM - LUMP SUM

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: N&T Construction
Bidder's Name 1376 Laurel Ave.
Address Beaumont, TX 77701

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We have carefully examined the Bidding Requirements, Contract Form, Conditions of the Contract, Specifications, Drawings, all other Contract Documents and all other Documents referred to therein, as well as the Project Site and conditions affecting the Work.

We have received Addendum Number(s) 1 through 3 and have included their provisions in this Bid.

In submitting this bid, the undersigned agrees to:
A. Hold his bid open for the time period specified in the Instructions to Bidders
B. Enter into and execute a contract, if awarded, on the basis of the Base Bid and the Alternate Bids selected by the Owner.
C. Furnish specified insurance and guarantee bonds.
D. Accomplish the work in accordance with the Contract Documents.
E. Complete the work within the Contract Time.

BASE BID:

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of the Project in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

four million one hundred fifty three thousand two hundred fifty three $10/100 DOLLARS
Amount Written In Words (This Governs)

($ 4,153,253.10)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

BASE BID TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents within 490 consecutive calendar days after commencing the Work.

ALTERNATE NO. 1 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 1 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

twenty nine thousand
DOLLARS
Amount Written In Words (This Governs)

($ 29,000)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 1 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / ~~DELETING~~ -0- consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 2 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 2 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

seven thousand
DOLLARS
Amount Written In Words (This Governs)

($ 7,000)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 2 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / ~~DELETING~~ -0- consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 3 BID – add alternate

Note: Alternate No. 3 consists of the following items:

	Alternate No. 3 work (as outlined in the Drawings and Specifications)	$ 155,000
Plus	Quantity Allowance No. 3 (as outlined in section 01 2100)	$ 40,000
	Total amount of Alternate No. 3 (to be shown below)	$ 195,000

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 3 in a workmanlike manner, in accordance with the Contract Documents, for the total amount, including Allowance No. 3, of:

One hundred ninety five thousand
DOLLARS
Amount Written In Words (This Governs)

($ 195,000)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 1 $ 210.00/sf
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 2 $ 150.00/sf
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

ALTERNATE NO. 3 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / ~~DELETING~~ -0- consecutive calendar days to the Time of the Base Bid after commencing the Work.

BID SECURITY:
Accompanying this Bid is a Certified or Cashier's Check drawn on a State or National Bank of the State of Texas or a Bidder's Bond as defined in the Instructions to Bidders, AIA A701, on prescribed form and in the amount of not less than Five percent (5%) of the greatest total amount of this Bid payable without recourse to the order of Owner's Name, said check or bond to be returned to the bidder, unless in case of the acceptance of the Bid he shall fail to execute a contract and file Performance and Payment Bonds within 10 days of its acceptance, in which case the check or bond shall become the property of Owner's Name and shall be considered as payment for damages due to delay and other inconveniences suffered by Owner's Name on account of failure of the bidder to execute contract.

LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of five hundred dollars ($500.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

MISCELLANEOUS PROVISIONS:

If notified of the acceptance of this Bid within 60 days after the time set for opening of bids, we agree to execute a contract with the Owner, on the prescribed form, for the above mentioned Work, for the above mentioned amount, furnish the Performance Bond and the Payment Bond on the prescribed forms and commence Work, all within ten days of the date of notification of award.

It is understood that the Owner reserves the right to reject any or all bids, to accept or reject any or all Alternates, or to accept any combination of Alternates considered advantageous and to waive any informality or irregularity in any bid which, in his judgment, is in his own best interest.

The undersigned certifies that the amounts contained in this Bid have been carefully checked and are submitted as correct and final.

The County will evaluate and award on total price (base bid plus alternates.) The County reserves the right to incorporate any and all Alternates or no alternates at time of Contract.

Type of Bidder's Organization: CORPORATION
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: TEXAS
(If Corporation)

Bidder: N&T CONSTRUCTION
(Print or Type)

(Signature of Bidder)

Title or Office: C.O.O.
(Print or Type)

Legal Address: 1376 LAUREL AVE., BEAUMONT, TX 77701
(Print or Type)

City: BEAUMONT State: TX Zip Code: 77701

Tel. (409) 813-8592

SEAL:
(If Corporation)

ATTEST: Elaine Jahlus
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

DOCUMENT 00 4100 - SUPPLEMENTS TO BID FORM – SCHEDULE OF VALUES
(To be submitted as part of Bid)

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: (Bidder's Name And Address)
N&T CONSTRUCTION
1376 LAUREL AVE.
BEAUMONT, TX 77701

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We are submitting the following information required by the bidding documents.

CONSTRUCTION COST BREAKOUT: We have included applicable portions of overhead and profit in each of the following items:

BASE BID:

1.	Demolition of systems (HVAC, and F.A.)	$ 54,000
2.	Masonry Restoration (HCT, Brick, Marble)	$ 39,200
3.	Suspended Acoustical Ceiling Remove & reinstall	$ 33,000
4.	Fire Alarm for Historic Courthouse	$ 787,517 50
5.	Fire Alarm for Annex (including cutting/patching)	$ 423,938 90
6.	Fire Alarm for Jail Building (including cutting/patching)	$ N/A
7.	HVAC	$ 1,495,200
8.	Temporary corridors and air conditioning	$ 121,000
9.	Fire Sprinklers	$ 243,800 70
10.	Windows	$ 51,766 60
11.	Builders Risk property Insurance	$ 20,000
12.	Bonds: Performance and payment bonds.	$ 40,000
13.	General Conditions:	$ 154,116
14.	Finish Sampling (Allowance No. 4)	$ 5,500
15.	Other	$ 682,220

TOTAL OF ABOVE ITEMS AND AMOUNT OF BASE BID: $ 4,153,253.10

UNIT PRICES:

Provide unit (square foot, linear foot, etc. as appropriate) cost for types of work as listed below that may be added to the scope of work as determined by the Owner and Architect.

1. Marble Replacement $ 80.00 / (unit/sf)
2. Plaster Repairs including paint $ 35.00 / (unit/sf)
3. Wall Painting $ 2.25 / (unit/sf)
4. Ceiling painting $ 3.00 / (unit/sf)
5. Courtroom Wainscot replacement (Complete assembly) $ 210.00 / (unit/sf)
6. Courtroom Wainscot Cap replacement $ 100.00 / (unit/sf)
7. Courtroom Crown Mould replacement $ 100.00 / (unit/lf)
8. Wood window sill replacement (sill, seat, skirt, trim) $ 200.00 / (unit/lf)
9. Marble grout re-pointing $ 13.00 / (unit/lf)

Type of Bidder's Organization: CORPORATION
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: TEXAS
(If Corporation)

Bidder: N&T CONSTRUCTION
(Print or Type)

(Signature of Bidder)

Title or Office: C.O.O.
(Print or Type)

Legal Address: 1376 LAUREL AVE.
(Print or Type)
BEAUMONT, TX

Zip Code: 77701 (Print or Type) Tel. (409) 813-8592 (Print or Type)

SEAL:
(If Corporation)

ATTEST:
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

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 N&T CONSTRUCTION [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	760292289-4
Company Name submitting bid/proposal:	N&T CONSTRUCTION
Mailing address:	1376 LAUREL AVE., BEAUMONT, TX 77701
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**
13763	1376 LAUREL AVE., BEAUMONT, TX 77701
239516	1376 LAUREL AVE., BEAUMONT, TX 77701

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared Charlie Jabbia (name), who

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

"I, Charlie Jabbia (name) am a duly authorized officer of/agent

for N&T CONSTRUCTION (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said N&T 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: N&T CONSTRUCTION, 1376 LAUREL AVE., BEAUMONT, TX 77701

Fax: 409-813-8597 Telephone# 409-813-8592

by: Charlie Jabbia (print name) Title: C.O.O.

Signature:

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

this the 21 day of October 21, 2014.

PATRICIA ELAINE JABBIA
MY COMMISSION EXPIRES
April 17, 2015

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

DOCUMENT 00 6300 - NON-COLLUSION AFFIDAVIT FOR PRIME CONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PRIME CONTRACTOR

State of Texas

County of Jefferson

Charlie Jabbia, *being first duly sworn, deposes and says that:*

(1) He is C.O.O. *of* N&T CONSTRUCTION, *the Bidder that has submitted the referenced Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____.

C.O.O.
Title

Subscribed and sworn to before me by the said Charlie Jabbia *on this* 21 *day of* October, *20* 14.

By: _____
Notary Public

Jefferson *County,* County

My commission expires April 17, *20* 15.

PATRICIA ELAINE JABBIA
MY COMMISSION EXPIRES
April 17, 2015

[Notary Seal]

END OF DOCUMENT

N&T Contruction Co. Inc. Qualification Statement

1. **Firm Information:**
   a. *Name:*
   N&T Construction Co., Inc.
   b. *Address:*
   1376 Laurel Avenue, Beaumont, Texas 77701
   c. *Phone:*
   409-813-8592
   d. *Fax:*
   409-813-8597
   e. *E-Mail:*
   vjabbia@nandtconstruction.com
   www.nandtconstruction.com
   f. *Principals/Partners:*
   Elaine and Charlie Jabbia
   g. *Date Firm started:*
   January 1, 1993.
   h. *Bonding capacity, name and address of agent:*
   30 Million. McElveen Insurance.700 West Prien Lake Road Suite 200- Lake Charles, LA 70601
   i. *Insurance coverage, name and address of agent, copy of policy limits(see attached)*
   McElveen Insurance. Doug McElveen. 700 West Prien Lake Road Suite 200 Lake Charles, LA 70601. See attached for policy limits.

2. **Project team: Provide resume for each person listed.**
   a. *Principal in Charge:*
   Charlie Jabbia, see attached
   b. *Project Manager:*
   Vince Jabbia, see attached
   c. *Estimator:*
   Vince Jabbia, see attached
   d. *Superintendent*
   Dwight Anderson, see attached

3. **List all historic preservation projects (restoration, rehabilitation,or stabilization) for buildings over 50 years old completed within the last ten (10) years.**
   a. *Project Name and Location:* N/A
   b. *Original Date of building construction, original Architect:* N/A
   c. *Owner: Name, phone number:* N/A
   d. *Architect: Name, phone number:* N/A
   e. *Scope and type of work included:* N/A
   f. *Cost of Construction: Original Budget, Final Cost, Amount of Change Orders:* N/A
   g. *Schedule Date of Complete; Actual Date of Completion:* N/A

4. **List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures:**
   a. *Project Name, location:*
      Tyrrell Historical Library-Beaumont, Texas
   b. *Original Date of building construction, original Architect:*
      1923- A.N. Dawson Architects
   c. *Owner: Name, phone number:*
      City of Beaumont- 409-880-3718
   d. *Architect: Name, phone number:*
      Milton Bell Associates Inc.409-838-5378
   e. *Scope and type of work included:*
      Additions and Renovations
   f. *Cost of Construction: Original Budget, Final Cost, Amount of Change Orders:*
      Original Budget: 1,799,000, Final Cost: 1,794,431. Change Orders (-4,568.00)
   g. *Schedule Date of Complete; Actual Date of Completion:*
      Scheduled Date of Completion: October 11, 2009.
      Actual Date of Completion: November 4, 2009

5. **List pending or settled litigation arising on any of the above projects and nature of cause for action.**
   No pending or settled litigation.

6. **List trades directly employed by firm to be used on this project.**
   Carpentry.

N&T CONSTRUCTION

CHARLIE JABBIA

Chief Operations Officer

EXPERIENCE:

1991 – Present
N & T Construction Co., Inc.
Beaumont, Texas

1988-1991
Linbeck Construction
Houston, Texas

TRAINING:

30 Hour OSHA Safety Training
Primavera Project Planning Course
Storm Water Management Training Course
Construction Management Training

EDUCATION:

Bachelor of Science, Construction Management
Northeast Louisiana University, 1985

CURRENT PROJECTS:

City of Liberty Police Station Liberty, Texas	$2,240,245
City of Beaumont Fire Station #11 Beaumont, Texas	$2,780,000

PAST PROJECTS:

Lamar Institute of Technology Beaumont, Texas	$2,200,000
St. Elizabeth Hospital Beaumont, Texas	$10,000,000
West Orange Middle School Renovations Orange, Texas	$2,500,000
Grove Middle School Renovations Groves, Texas	$1,500,000
St. Jude Family Life Center Beaumont, Texas	$2,400,000
Lamar Archer Physics Renovations Beaumont, Texas	$1,700,000
Consolidated Dispatch Beaumont, Texas	$2,400,000

PROJECT TEAM

DWIGHT ANDERSON
SUPERINTENDENT
More than 28 years of construction experience

PROJECT ROLE: As Superintendent for the project, Mr. Anderson will focus on field operations, quality assurance and coordination/supervision of subcontractors and trade forces. His responsibilities include planning, implementing and supervising all field work ; preparing project forecasts and field records; expediting materials delivery; implementing and supervising the safety program and code compliance; and coordinating regular job site meetings and inspections. He is responsible for completing the project on schedule, within budget, and to the highest quality and safety standards. Mr. Anderson has extensive experience in trade contractor coordination, conformance to plans and specifications, quality control and schedule compliance makes him the ideal superintendent for this project.

CREDENTIALS: Mr. Anderson has more than 30 years of experience in the construction industry with expanding responsibilities on projects of increasing in size and complexity. He has worked for several large general contractors on project types including healthcare, education, industrial and office.

PARTIAL PROJECT ACHIEVEMENTS:

* Groves Middle School Renovations
  Groves, Texas

* West Orange-Stark Middle School Renovations
  Orange, Texas

* Lamar Psychology Renovations
  Lamar University

* Lamar Archer Physics Renovations
  Lamar University

* Lamar Geology Renovations
  Beaumont, Texas

* Consolidated Dispatch
  Beaumont, Texas

N&T CONSTRUCTION

VINCE JABBIA

Vice President/Project Manager

EXPERIENCE:

2000 - Present
N & T Construction Co., Inc.
Beaumont, Texas

1985 - 2000
Centex Construction
Dallas, Texas

TRAINING:

30 Hour OSHA Safety Training
Primavera Project Planning Course
Storm Water Management Training Course
Leadership Course
Construction Management Training
Strategic Account Management Training

EDUCATION:

Bachelor of Science, Construction Management
Northeast Louisiana University, 1984

CURRENT PROJECTS:

East Chambers ISD FEMA Dome Winnie, Texas	$3,400,000
Spindletop Orange Renovations Orange, Texas	$569,000
City of Beaumont Public Health Department Beaumont, Texas	$6,670,000

PAST PROJECTS:

Detroit VA Medical Center Replacement Hospital Detroit, Michigan	$234,100,000
Veterans Affairs Outpatient Clinic Los Angeles, California	$48,100,000
United Spirit Arena at Texas Tech University Lubbock, Texas	$43,500,000
Federal Correctional Institution Jesup, Georgia	$41,100,000
Medical Center Renewal Project Little Rock, Arkansas	$38,000,000
Port of Beaumont Army Building Beaumont, Texas	$5,200,000
Anahuac ISD 2010 Bond Program Anahuac, Texas	$10,000,000

N&TCONS-01 MCLARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2014

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

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

PRODUCER	CONTACT NAME: Kathy Peters
McElveen Insurance, LLC 700 West Prien Lake Road, Suite 200 Lake Charles, LA 70601	PHONE (A/C, No, Ext): (337) 475-7441 FAX (A/C, No): (337) 564-6934 E-MAIL ADDRESS: kpeters@mcelveenins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bituminous Casualty Corporation	20095
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : AGCS Marine Insurance Company	22837
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

N & T Construction Co., Inc.
P. O. Box 269
Beaumont, TX 77704

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CLP3600584	03/01/2014	03/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAP3600585	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP2805555	03/01/2014	03/01/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001147134	03/01/2014	03/01/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Rented/Leased EQP			MZI93056593	03/01/2014	03/01/2015	Per Item	100,000
C	Rented/Leased EQP			MZI93056593	03/01/2014	03/01/2015	Max Limit	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured provided to Certificate Holder on General Liability & Auto Liability policies as required by written contract. GL AI endorsement #GL3084 (1/06) Auto AI endorsement # CA0403 (6/04) Waiver of Subrogation provided to Certificate Holder on Work Comp/Employer's Liab., GL & Auto Liab. policies as required by written contract.

CERTIFICATE HOLDER

sample

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Jefferson County Courthouse

ADDRESS: 1149 Pearl Street 1st Floor
Beaumont,Texas 77701

SUBMITTED BY: N&T Construction Co., Inc.

NAME: Charlie Jabbia, C.O.O.

ADDRESS: 1376 Laurel Ave.

PRINCIPAL OFFICE: Beaumont, TX 77701

Corporation	X
Partnership	☐
Individual	☐
Joint Venture	☐
Other	☐

NAME OF PROJECT (if applicable): Mechanical and Safety Upgrades-Phase 5

TYPE OF WORK (file separate form for each Classification of Work):

X _____ General Construction

_____ HVAC

_____ Plumbing

_____ Electrical

_____ Other_____
(please specify)

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

26 Years

1.2 How many years has your organization been in business under its present business name?

20 Years

1.2.1 Under what other or former names has your organization operated?

None.

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 01/1993

1.3.2 State of incorporation: Texas

1.3.3 President's name: Elaine Jabbia

1.3.4 Vice-president's name(s):

Charlie Jabbia, C.O.O.
Vince Jabbia, VP

1.3.5 Secretary's name: Charlie Jabbia, C.O.O.

1.3.6 Treasurer's name: Elaine Jabbia

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Contractor - Texas

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Same

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Foundation & Carpentry

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

No.

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No.

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No.

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No.

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. See attached "Current Project List"

3.4.1 State total worth of work in progress and under contract:

See attached "Current Project List"

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. See attached "Completed Project List"

3.5.1 State average annual amount of construction work performed during the past five years:

Eleven million dollars average for the past five (5) years.

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached resumes.

4. REFERENCES

4.1 Trade References:

Hartmann Building Specialties
P.O. Box 10456
Beaumont, Texas 77704
409-866-6103

Plumbing Specialties
P.O. Box 472
Beaumont, Texas 77704
409-832-7690

4.2 Bank References:

Chase Bank
6025 Eastex Freeway
Beaumont, Texas 77706
Contact: Doug Chase
409-898-5102

4.3 Surety:

4.3.1 Name of bonding company:

Hartford Fire Insurance Co.

4.3.2 Name and address of agent:

McElveen Insurance Agency
700 W. Prien Lake Rd.
Lake Charles. LA 70601-8397

5. FINANCING

5.1 Financial Statement. See Attached.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
Edgar Kiker & Cross 3440 Eastex Freeway, Beaumont Texas 77703

5.1.3 Is the attached financial statement for the identical organization named on page one?
Yes.

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes.

6. SIGNATURE

6.1 Dated on this 21th day of October, 2014.

Name of Organization: N&T Construction Co., Inc.

By: Charlie Jabbia

Title: C.O.O.

6.2

Charlie Jabbia being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me on this 21th day of October, 2014.

Notary Public: Patricia Jabbia

My Commission Expires: April 17, 2015

PATRICIA ELAINE JABBIA
MY COMMISSION EXPIRES
April 17, 2015

N&T CONSTRUCTION

CURRENT PROJECTS

Project Name	%	Architect	Amount	Owner	Completion
East Chambers ISD FEMA Dome	98%	Architects Rabe + Partners	$3,400,000	East Chambers ISD	2014
Liberty Police Station	99%	PGAL Architects	$2,240,245	City of Liberty	2014
Beaumont Public Health Clinic	40%	The LaBiche Architectural Group	$6,670,000	City of Beaumont	2015
City of Beaumont Fire Station #11	25%	Architectural Alliance	$2,780,000	City of Beaumont	2015
ISC	99%	Mark Magnuson Architects	$170,000	ISC	2014
Jefferson County Health Clinic & Adult Probation	15%	Chica & Associates	$1,950,000	Jefferson County	2015
East Chambers ISD Ag Building	10%	The LaBiche Architectural Group	$750,000	East Chambers ISD	2015
		TOTAL	$17,960,245		

COMPLETED PROJECTS PAST 5 YEARS

Job #	Project Name	%	Architect	Amount	Owner	Completion
08-1270	TSO	100%	PBT Architects	$300,000	Keith Doucet	2008
08-1271	Triangle Waste	100%	Sikes Group	$1,200,000	Triangle Waste	2008
08-1272	SETEX Regional Planning	100%	LaBiche Architectural	$70,000	SETRPC	2008
08-1273	East Chambers Auditorium	100%	Architects Rabe + Partners	$600,000	ECISD	2008
08-1274	East Chambers Concessions	100%	Architects Rabe + Partners	$378,000	ECISD	2008
08-1275	East Chambers Jr. and High	100%	Architects Rabe + Partners	$1,015,000	ECISD	2009
08-1276	Lamar Tennis Courts	100%	Sigma Engineers	$115,000	Lamar University	2009
08-1277	East Chambers Gym	100%	Architects Rabe + Partners	$4,200,000	ECISD	2009
08-1280	Lanxess	100%	CDI	$1,000,000	Lanxess	2009
08-1281	Sprott Park	100%	LaBiche Architectural	$219,000	City of Beaumont	2009
08-1282	Tyrrell Library	100%	Milton Bell & Associates	$1,799,000	City of Beaumont	2009
08-1283	City of Orange Hurricane	100%	City of Orange	$700,000	City of Orange	2009
09-1284	Port of Beaumont Canopies	100%	LaBiche Architectural	$179,000	Port of Beaumont	2009
09-1285	West Orange High School	100%	Mark Magnuson & Assoc.	$2,565,068	West Orange CISD	2010
09-1287	High Island ISD Renovations	100%	Architects Rabe + Partners	$745,000	High Island ISD	2010
09-1289	Port Neches ISD Renovations	100%	Sigma Engineers	$870,000	Port Neches-Groves ISD	2009
09-1290	Groves ISD Renovations	100%	Sigma Engineers	$491,125	Port Neches-Groves ISD	2009
09-1291	Van Buren Elem. Renovations	100%	Sigma Engineers	$486,125	Port Neches-Groves ISD	2009
09-1292	High Island ISD Renovations	100%	Architects Rabe + Partners	$2,000,000	High Island ISD	2010
09-1295	Montagne Center Renovation	100%	Lamar University	$48,000	Lamar University	2010
09-1296	High Island Phase II Renovations	100%	Architects Rabe + Partners	$759,361	High Island ISD	2010
09-1297	Lamar Boardwalk	100%	Lamar University	$13,500	Lamar University	2010
10-1298	Spindletop MHMR	100%	Labiche Architectural	$322,451	Spindletop MHMR	2010
10-1299	Anahauc CMR	100%	Architects Rabe + Partners	$10,032,000	Anahuac ISD	2012
10-1300	Central High School Toilet Reno's	100%	Smith and Associates	$517,000	B.I.S.D.	2012
10-1301	Anahauc Vo-Ag Building	100%	Architects Rabe + Partners	$1,121,000	Anahuac ISD	2012
10-1302	Anahuac Library Building	100%	Architects Rabe + Partners	$921,000	Anahuac ISD	2012

10-1303	Anahuac Restroom Building	100%	Architects Rabe + Partners	$297,000	Anahuac ISD	2012
10-1304	West Brook Chillers	100%	Galewsky and Johnston	$409,387	Beaumont ISD	2011
10-1305	Entergy Service Center	100%	Entergy	$91,654	Entergy	2011
10-1306	Central High Auditorium	100%	Smith & Company, Architects	$108,863	Beaumont ISD	2011
10-1307	Anahuac House Demo	100%	Architects Rabe + Partners	$5,000	Anahuac ISD	2011
10-1308	Brown Center Renovation	100%	Stoa Architects	$142,536	BISD	2011
11-1311	West Brook High School Renovations	100%	Stoa Architects	$1,667,000	BISD	2011
11-1312	First Baptist Church	100%	Pat Morgan Architects	$4,108,000	First Baptist Church	2013
11-1316	Odom Academy	100%	Stoa Architects	$537,734	B.I.S.D.	2011
11-1317	Field Elementary	100%	Smith & Company, Architects	$3,327,049	B.I.S.D.	2011
11-1209	St Judes Sanutary Renovations	100%	LaBiche Architectural	$475,000	Diocese of Beauomont	2012
11-1323	Adam Park Improvements	100%	Nelson Collorative	$960,000	City of Port Arthur	2012
12-1319	Lamar Dishman Art Gallery	100%	Sigma Engineers	$56,000	Lamar University	2012
12-1320	Entergy Engineering Room	100%	Entergy	$32,313	Entergy	2012
12-1321	Entergy Breakroom	100%	Entergy	$33,805	Entergy	2012
12-1322	Entergy Offices	100%	Entergy	n/a	Entergy	2012
12-1328	Port Arthur Transit	100%	Nelson Collorative	$876,000	City Port Arthur	2013
12-1332	Tennis Courts	100%	Architects Rabe + Partners	$521,000	East Chambers ISD	2013
13-1334	Bishop Cemetary	100%	LaBiche Architectural	$86,000	Diocese of Beauomont	2013
12-1326	Communication Building	100%	LaBiche Architectural	$1,800,000	City of Beaumont	2013

COMPLETED PROJECTS PAST 9 YEARS

Job #	Project Name	%	Architect	Amount	Owner	Completion
05-1214	East Chambers Media	100%	Architects Rabe + Partners	$700,000	East Chamber ISD	2005
05-1216	Lamar Chemistry II	100%	VLK Architects	$250,000	Lamar University	2005
05-1217	City Parks	100%	LaBiche Architectural	$220,000	City of Beaumont	2005
05-1218	East Chambers Cafeteria	100%	Architects Rabe + Partners	$250,000	East Chamber ISD	2005
05-1220	Franklin Elementary	100%	Smith Architects	$1,493,849	Port Arthur ISD	2005
05-1221	Beaumont Title	100%	Dan Phares	$320,000	Beaumont Title	2005
05-1222	Anahuac Wildlife	100%	Charles Caldwell	$485,000	U.S. Government	2005
05-1223	Dr. Stubee	100%	Moore, Stansbury and Vaught	$720,000	Dr. Stubee	2005
05-1235	Orange Lion's Club	100%	Mark Magnuson & Assoc.	$175,000	Orange Lions Club	2005
06-1239	West Orange-Stark *High* School	100%	Mark Magnuson & Assoc.	$1,533,314	West Orange CISD	2006
06-1240	Nederland Rec Center & Hughes Library	100%	LaBiche Architectural	$436,000	City of Nederland	2006
06-1241	West Orange-Stark *Middle* School	100%	Mark Magnuson & Assoc.	$2,218,616	West Orange CISD	2006
06-1244	West Orange Fire & Police Renovations	100%	Bill Hughes Jr., P.E.	$585,000	City of West Orange	2006
06-1249	McFaddin Wildlife Refuge Sabine Pass	100%	Charles Caldwell	$700,000	U.S. Government	2006
06-1250	Nederland Fire Station Renovations	100%	LaBiche Architectural	$162,000	City of Nederland	2006
06-1251	Salvation Army - Orange	100%	Mark Magnuson & Assoc.	$1,410,000	Salvation Army	2006
06-1252	Motiva Employee Bldg. Renovations	100%	Moore, Stansbury and Vaught	$683,000	Motiva	2006
06-1255	Martin Luther King, Jr. Park	100%	Molly Villarreal	$800,000	City of Beaumont	2007
06-1256	Firestone Polymers Administration Bldg.	100%	King Architects	$1,200,000	Firestone Corp.	2007
07-1259	Orange Public Works	100%	PBT Architects	$680,000	City of Orange	2007
07-1260	Queen of Viet Nam Rectory Office	100%	Mark Magnuson & Assoc.	$650,000	Catholic Diocese of Beaumont	2007
07-1261	Consolidated Dispatch	100%	Milton Bell & Associates	$2,400,000	City of Beaumont	2007
07-1262	The Doucets	100%	PBT Architects	$920,000	Keith Doucet	2007
07-1264	Orange Community Players	100%	Mark Magnuson & Assoc.	$410,000	Orange Community	2007
07-1265	Port of Beaumont Army Building	100%	LaBiche Architectural	$5,500,000	Port of Beaumont	2007
07-1266	Port of Port Arthur	100%	LAN	$1,100,000	Port of Port Arthur	2007
07-1267	St. Therese Catholic Church	100%	Mark Magnuson & Assoc.	$750,000	Catholic Diocese	2007

07-1268	Lamar Press Box	100%	Leo Daly	$1,100,000	Lamar University	2007
07-1269	Port of Port Arthur Emergency	100%	LAN	$75,000	Port of Port Arthur	2008
08-1270	TSO	100%	PBT Architects	$300,000	Keith Doucet	2008
08-1271	Triangle Waste	100%	Sikes Group	$1,200,000	Triangle Waste	2008
08-1272	SETEX Regional Planning	100%	LaBiche Architectural	$70,000	SETRPC	2008
08-1273	East Chambers Auditorium	100%	Architects Rabe + Partners	$600,000	ECISD	2008
08-1274	East Chambers Concessions	100%	Architects Rabe + Partners	$378,000	ECISD	2008
08-1275	East Chambers Jr. and High	100%	Architects Rabe + Partners	$1,015,000	ECISD	2009
08-1276	Lamar Tennis Courts	100%	Sigma Engineers	$115,000	Lamar University	2009
08-1277	East Chambers Gym	100%	Architects Rabe + Partners	$4,200,000	ECISD	2009
08-1280	Lanxess	100%	CDI	$1,000,000	Lanxess	2009
08-1281	Sprott Park	100%	LaBiche Architectural	$219,000	City of Beaumont	2009
08-1282	Tyrrell Library	100%	Milton Bell & Associates	$1,799,000	City of Beaumont	2009
08-1283	City of Orange Hurricane	100%	City of Orange	$700,000	City of Orange	2009
09-1284	Port of Beaumont Canopies	100%	LaBiche Architectural	$179,000	Port of Beaumont	2009
09-1285	West Orange High School	100%	Mark Magnuson & Assoc.	$2,565,068	West Orange CISD	2010
09-1287	High Island ISD Renovations	100%	Architects Rabe + Partners	$745,000	High Island ISD	2010
09-1289	Port Neches ISD Renovations	100%	Sigma Engineers	$870,000	Port Neches-Groves ISD	2009
09-1290	Groves ISD Renovations	100%	Sigma Engineers	$491,125	Port Neches-Groves ISD	2009
09-1291	Van Buren Elem. Renovations	100%	Sigma Engineers	$486,125	Port Neches-Groves ISD	2009
09-1292	High Island ISD Renovations	100%	Architects Rabe + Partners	$2,000,000	High Island ISD	2010
09-1295	Montagne Center Renovation	100%	Lamar University	$48,000	Lamar University	2010
09-1296	High Island Phase II Renovations	100%	Architects Rabe + Partners	$759,361	High Island ISD	2010
09-1297	Lamar Boardwalk	100%	Lamar University	$13,500	Lamar University	2010
10-1298	Spindletop MHMR	100%	Labiche Architectural	$322,451	Spindletop MHMR	2010
10-1299	Anahauc CMR	100%	Architects Rabe + Partners	$9,660,000	Anahuac ISD	2010
10-1300	Central High School Toilet Reno's	100%	Smith and Associates	$517,000	B.I.S.D.	2010
10-1301	Anahauc Vo-Ag Building	100%	Architects Rabe + Partners	$1,121,000	Anahuac ISD	2010
10-1302	Anahuac Library Building	100%	Architects Rabe + Partners	$880,000	Anahuac ISD	2010
10-1303	Anahuac Restroom Building	100%	Architects Rabe + Partners	$297,000	Anahuac ISD	2010

10-1304	West Brook Chillers	100%	Galewsky and Johnston	$409,387	Beaumont ISD	2011
10-1305	Entergy Service Center	100%	Entergy	$91,654	Entergy	2011
10-1306	Central High Auditorium	100%	Smith & Company, Architects	$108,863	Beaumont ISD	2011
10-1307	Anahuac House Demo	100%	Architects Rabe + Partners	$5,000	Anahuac ISD	2011
10-1308	Brown Center Renovation	100%	Stoa Architects	$142,536	BISD	2011
11-1311	West Brook High School Renovations	100%	Stoa Architects	$1,667,000	BISD	2011
11-1312	First Baptist Church	100%	Pat Morgan Architects	$3,950,000	First Baptist Church	2011
11-1316	Odom Academy	100%	Stoa Architects	$537,734	B.I.S.D.	2011
11-1317	Field Elementary	100%	Smith & Company, Architects	$2,999,200	B.I.S.D.	2011
11-1209	St Judes Sanutary Renovations	100%	LaBiche Architectural	$475,000	Diocese of Beauomont	2012
12-1319	Lamar Dishman Art Gallery	100%	Sigma Engineers	$56,000	Lamar University	2012
12-1320	Entergy Engineering Room	100%	Entergy	$32,313	Entergy	2012
12-1321	Entergy Breakroom	100%	Entergy	$33,805	Entergy	2012
12-1322	Entergy Offices	100%	Entergy	n/a	Entergy	2012
11-1323	Adam Park Improvements	100%	Nelson Collorative	$960,000	City of Port Arthur	2012
12-1326	New Communication Building	100%	LaBiche Architectural	$1,700,000	City of Beaumont	2013
12-1328	Port Arthur Transit	100%	Nelson Collorative	$876,000	City Port Arthur	2013
12-1329	Pavilion Renovation	100%	URS	$453,000	City Port Arthur	2013
12-1330	Winnie Hosiptal Renovations	100%	O'Connell Robertson	$2,355,000	Winnie Hospital	2013
12-1331	Visitor Station Building	100%	URS	$1,109,885	Wildlife and Fishery	2013
12-1332	Tennis Courts	100%	Architects Rabe + Partners	$521,000	East Chambers ISD	2013
13-1333	East Chambers Multi- Purpose Building	100%	Architects Rabe + Partners	$1,460,000	East Chambers ISD	2013
13-1334	Bishop Cemetery	100%	LaBiche Architectural	$86,000	Diocese of Beauomont	2013
13-1338	Spindletop MHMR	100%	LaBiche Architectural	$296,000	MHMR	2014
13-1339	Spindletop MHMR	100%	LaBiche Architectural	$569,000	MHMR	2014

Jefferson County Courthouse Mechanical & Safety Upgrades

Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Advanced Systems Alarm Services

Scope of Work: Fire Alarm

Firm Information

Name: Advanced System Alarm Services

Address: 1130 Lindbergh, Beaumont, Texas 77706

Phone: 409-840-2077

Fax: 409-840-5250

Website: www.texasalarms.com

Prinicipals/Partners: Wayne Duerler, Mark Gunstream

Date Firm Started: 05/06/1999

Insurance Coverage: $2,000,000.00 General Aggregate/ $1,000,000.00 General Liability

Insurance Agent/Address: Wayne Holub Insurance Agency, Inc.

3526 E. FM 528 Rd., Ste 201, Friendswood, Texas 77546

Project Team

Principal in Charge: Wayne Duerler

Project Manager: Grant Powell

Estimator: Wayne Duerler, Blake Duerler

Superintendent: N/A

List all historic preservation projects (restoration, rehabilitation or stabilization)

For buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Scope of Work Done
Kelly High School	Fire Alarm System
Terrell Library	Fire Alarm System
Jack Brooks Federal Bldg.	Fire Alarm System
First Baptist Church (Downtown)	Fire Alarm System

List other project experience of a similar nature (renovation or modernization)

Involving historic and/or older structures

Project Name & Location	Scope of Work Done
St. Anthony's Catholic Church	Fire Alarm System
Calder Baptist Church	Fire Alarm System
Stark Museum	Fire Alarm System

Part 3, Article 3.1 Preparation, add Paragraph:
"F. Moisture Barrier - Dampproofing: apply dampproofing to all exposed back-up masonry (interior face of exterior masonry wall) prior to installation of new panels or reinstallation of salvaged panels. Follow manufacturer's instructions and allow sufficient time for proper drying prior to installation of wood paneling. Protect all surrounding finishes from damage in order to avoid stains, leaks, spills, drops, or other damage".

Part 3, Article 3.2 Installation:
Revise paragraph I, modify first sentence to read: "Refinish wainscot paneling as indicated"
Add Paragraph: "K. Clean / Revitalize all woodwork to remain (paneling, pews, tables, chairs, railing, trim, etc.)"

SECTION 21 1200

Part 1, Article 1.3 Quality Assurance, Paragraph A: revise the last sentence to read: "The statement shall include information on the firm's experience, the number of years in business, and minimum 5 years of experience. Experience on minimum three (3) comparable projects is preferred."

SECTION 23 0000

Part 1, Article 1.10 Quality Assurance, Paragraph A: revise the last sentence to read: "The statement shall include information on the firm's experience, the number of years in business, and minimum 5 years of experience. Experience on minimum three (3) comparable projects is preferred."

SECTION 26 0001

Part 1, Article 1.3 Quality Assurance, Paragraph A: revise the last sentence to read: "The statement shall include information on the firm's experience, the number of years in business, and minimum 5 years of experience. Experience on minimum three (3) comparable projects is preferred."

SECTION 28 3100

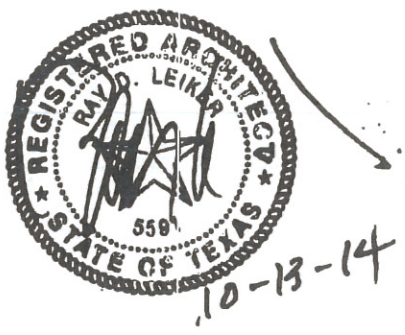
Part 1, Article 1.4 Quality Assurance, Paragraph A: revise the last sentence to read: "The statement shall include information on the firm's experience, the number of years in business, and minimum 5 years of experience. Experience on minimum three (3) comparable projects is preferred."

PROJECT DRAWINGS

SHEET A-310, detail 20
Add note: 2-hr rating requirement for cap at mechanical chase.

SHEET A-231, detail 3
Add note: wood veneer and finish system on back side of panels.

SHEET A-232, detail 3
Add note: wood veneer and finish system on back side of panels.



END OF MODIFICATIONS NARRATIVE

Qualifications:

- All work to be performed during normal business hours Monday-Friday 8AM-5PM. We can adjust our workday and time to 3PM-11PM or work 4-10 hour days. These work/service hours are optional and negotiable.
- All Electrical power, raceways, penetrations, access points of entry for wiring and device installation, dedicated circuits, conduit, utility and installation needs for Back-Boxes, Junction Boxes, connectors and code requirements are to be provided by Electrical Contractor.
- All access points, per floor and between each floor and walls including drilling are to be provided by others. This requirement covers all walls and ceilings that are to be preserved.
- If sales taxes (*) are not applicable a current exemption or resale certificate will be required upon acceptance of this proposal.
- If we are confined in the facilities by an event out of our control, we will have to make up for the lost time for each of my Technicians affected by this interruption @ $101.00 per hour per Technician.
- My proposal includes a factory Representative at the final commissioning of the VESDA System.
- Once the installation is completed and the system has been inspected, tested and accepted, we can provide Jefferson County with a Systems Service Agreement.
- Warranty Period, Advanced Systems will support the required Warranty period as long as no other Systems Contractor or Jefferson County Maintenance personnel attempt to service, repair, inspect or maintain these listed systems. If this is discovered, the Warranty period is voided and we will only provide required services at a time and material rate, and it must be pre-approved by a County Purchase Order prior to Advanced Systems scheduling the service.

I appreciate this opportunity to be of service, if you have any questions please call me.

Thank you,

Wayne Duerler
Vice President
Advanced Systems
O) 409-840-2077
wayne@texasalarms.com

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

BLAKE Duerler, *being first duly sworn, deposes and says that:*

(1) He is Estimator *of* Advanced Systems, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

Estimator
Title

Subscribed and sworn to before me by the said BLAKE Duerler *on this* 20 *day of* OCTOBER, *20* 14.

By: WAYNE E. DUERLER SR.
Notary Public

JEFFERSON *County,* TEXAS

[Notary Seal]

My commission expires _____, *20* ____.

OCTOBER 23, 2014

END OF DOCUMENT

WAYNE EDWARD DUERLER, JR.
Notary Public, State of Texas
My Commission Expires
October 23, 2014

DOCUMENT 00 4980 - SUBCONTRACTOR QUALIFICATION STATEMENT

Following form must be submitted with Bid Form from the Masonry Rehabilitation Subcontractor, the Carpentry/Wood Rehabilitation Subcontractor, the Windows Subcontractor, Fire Alarm Subcontractor, Mechanical Subcontractor, Fire Sprinkler Subcontractor.

Provide all information requested. Use additional sheets as necessary. Form may be duplicated on separate sheets.

1. Firm information:
   a. Name. AMERAPRODUCTS INC
   b. Address. P.O. BOX 21366 BEAUMONT, TX 77720
   c. Phone. 409-842-7861
   d. Fax. 409-842-5882
   e. E-mail, web site. WWW.AMERAGLASS.COM
   f. Principals/Partners. KEITH DARNELL
   g. Date firm started. 1990
   h. Bonding capacity, name and address of agent. $2.5M + SURETEK
   i. Insurance coverage, name and address of agent, copy of policy limits. JS. EDWARDS REPUBLIC INS.

2. Project team: Provide resume for each person listed.
   a. Principal in Charge. KEITH DARNELL
   b. Project Manager. STEPHEN QUINN
   c. Estimator. RODNEY HOLLIS
   d. Superintendent. WAYNE DANIEL

3. List all historic preservation projects (restoration, rehabilitation, or stabilization) for buildings over 50 years old completed within the last ten (10) years.
   a. Project Name, location. LIST TO FOLLOW,
   b. Original date of building construction, original Architect.
   c. Owner: Name, phone number.
   d. Architect: Name, phone number.
   e. Scope and type of work included.

4. List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures.
   a. Project Name, location. LIST TO FOLLOW
   b. Original date of building construction, original Architect.
   c. Owner: Name, phone number.
   d. Architect: Name, phone number.
   e. Scope and type of work included.

End of Document 00 4980

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Keith Barnett, *being first duly sworn, deposes and says that:*

(1) He is Owner / Operator *of* Amera Products, Inc, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

Owner / Operator
Title

Subscribed and sworn to before me by the said Keith Barnett *on this* 20 *day of* October, *20* 14.

By Tiisha A. Vines
Notary Public

Jefferson *County,* Texas

My commission expires 07/02, *20* 18.

NOTARY PUBLIC STATE OF TEXAS
TIISHA A VINES
My Commission Expires
July 2, 2018

[Notary Seal]

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: JPL Electric 794-1780

Scope Of Work: Electrical 260001-2

Firm Information

Name: JPL Electric, LLC

Address: 11720 Dugat Rd

Phone: 409-794-1780

Fax: 409-794-1780

Email/Website: janetleblanc@sbcglobal.net

Principals/Parnters: Janet E. LeBlanc

Date Firm Started: January 2007

Bonding Capacity: 400,000.00

Bonding Agent/Address: Suretec Houston

Insurance Coverage: FCCI Insurance Co - See COI

Insurance Agent/Address: Insurica / 6011 Garth Rd Suite A

Project Team – Provide Resume For Each Person Listed

Principal In Charge: Danny Youngblood

Project Manager: Danny Youngblood

Estimator: Danny Youngblood

Superintendent:

DANNY J YOUNGBLOOD

2535 63RD STREET
PORT ARTHUR, TX 77640
(409) 736-2459
tmby@hotmail.com

Career Objective

Seeking position utilizing 27 years electrical experience and supervisory experience.

Summary of Qualifications

27 yrs electrical experience; work in refineries, commercial and residential wiring, shop supervisor and estimator experience; networking and programming experience.

Work History

Aug 01, 1991

Gulf Coast Electric - Beaumont, Texas
shop supervisor/estimator/electrician
I have worked in area refineries including trouble shooting different types of equipment, conduit runs, wire pulling, high voltage terminations, fabrication, welding and heat tracing. Outside refineries I have done commercial and residential wiring, trouble shooting, maintenance, Cat 6 installations and terminations, fiber installations and terminations, testing of both fiber and Cat 6 installations. I have installed and programmed small phone systems. My responsibilities have included bidding small work, running the service department, overseeing all data and networking and overseeing daily work of employees when owner is out of the office.

More work history available upon request.

Education

Electrical Training Center - Nederland, Texas
Education Level: 3+ years college, technical or vocational school
Graduated: Yes

Port Neches Groves High School - Port Neches, Texas
Education Level: High School Diploma/GED
Graduated: Yes

Training

Corning Fiber
Fiber Termination
Status: Completed

RayTech Industries
High Voltage Terminations
Status: Completed

References

Mike Hogan
project manager
Lamar University
(409) 880-8471

Billy Minton
job supervisor/estimator
Gulf Coast Electric
(409) 331-4032

Frank Zummo
owner
Zummo's Meat Packing
(409) 842-1810

Jerry LeBlanc
owner
JPL Electric
(409) 790-3335

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Dr Pepper Building	?	Stark Foundation	N/A	New Electrical & Lighting

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Janet E. LeBlanc, *being first duly sworn, deposes and says that:*

(1) He is Janet E. LeBlanc *of* SPL Electric, LLC, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Janet E. LeBlanc

owner
Title

Subscribed and sworn to before me by the said Janet LeBlanc *on this* 17 *day of* October, *20* 14.

By: Jerie Gore
Notary Public

Jefferson *County,* Texas

My commission expires 9-30, *20* 17.

[Notary Seal]
JERIE LYNN GORE
Notary Public
State of Texas
My Comm. Expires 09-30-2017

END OF DOCUMENT

[redacted]

Subcontractor's Qualification Statement

"Project Experience List"

Name of Subcontracting Firm: Coastal Air Balance, Corp.

Scope of work: Test and Balance HVAC

Preparer's Name: Walter Haskins Title: Pres.

Address: 1005 Harimaw Ct. W. Suite 102, Metairie, LA 70001

Telephone: (504)834-4537 Fax: (504)834-2361

E-Mail: Coastalab@aol.com Web Site: -

Principals / Partners: Walter Haskins

Date Firm Started: 1968 Bonding Capacity: -

Name and Address of Insurance Agent : J. E. Eaves

Telephone: 504 581 5353 Fax: 504 588 2954

The answers to the following questions will provide your project experience. Please be sure to give clear, comprehensive information and dates for each referenced project. If you need additional space, you may complete this section on additional attached sheets.

Describe a *minimum of five (5)* projects completed *within the past ten (10) years* by your organization. This is to demonstrate your organization's capability to perform the work. List the projects in order of relevance, with the projects that best demonstrate your ability to complete this project listed first. Note Historical projects and identify projects where work was performed on Buildings listed on the *National Register of Historic Places* (if any).

***** Provide resumes for the Project Manager and Site Superintendant to be assigned to this project. You may attach them following this section. *****

PROJECT ONE:

Name of project and location: New Orleans Superdome N.O., LA

Type of Building: Arena Size: 269000 sf Age of Bldg: 1971

Year completed: 2012 Duration of Project: 2011-2012 Final Cost: $ 604536.00

Owner name, address, phone number and e mail: N/A

Architect name, address, phone number and email: N/A

General Contractor's name, address, phone number and email: Gallo Mechanical
3850 N. Causeway Blvd., Ste. 1300 - Metairie, LA 70002

PROJECT TWO:

Name of project and location: B.I.S.D. (see attached)

Type of Building: various Size: various sf Age of Bldg: various

Year completed: 2013 Duration of Project: 2011-2013 Final Cost: $ 411851.00

Owner name, address, phone number and e mail: B.I.S.D.

Architect name, address, phone number and email: N/A

General Contractor's name, address, phone number and email: Parsons
3395 Harrison Ave. - Beaumont, TX 77706

PROJECT THREE:

Name of project and location: Port Arthur City Hall & Annex Building - TX

Type of Building: N/A Size: N/A sf Age of Bldg: N/A

Year completed: 2011 Duration of Project: 1 month Final Cost: $ 23,000.00

Owner name, address, phone number and e mail: N/A

Architect name, address, phone number and email: N/A

General Contractor's name, address, phone number and email: Entire Air Solutions
P.O. Box 8883 - Lumberton, TX 77657

PROJECT FOUR:

Name of project and location: New Orleans Ernest Morial Convention Center - N.O., LA

Type of Building: Conv. Size: 1 million sf Age of Bldg: 1984

Year completed: 2013 Duration of Project: 2013 Final Cost: $ 40650.00

Owner name, address, phone number and e mail: N/A

Architect name, address, phone number and email: N/A

General Contractor's name, address, phone number and email: Gallo Mechanical
3850 N. Causeway Blvd., Ste. 1300 - Metairie, LA 70002

PROJECT FIVE:

Name of project and location: N.O. Arena - N.O., LA

Type of Building: Arena Size: 17,000 sf Age of Bldg: 1999

Year completed: 2014 Duration of Project: 2 mo. Final Cost: $ 15540.00

Owner name, address, phone number and e mail: N/A

Architect name, address, phone number and email: N/A

General Contractor's name, address, phone number and email: Gallo Mechanical
3850 N. Causeway Blvd., Ste. 1300 - Metairie, LA 70002

COASTAL
AIR BALANCE, CORP.
1005 HARIMAW COURT WEST • SUITE 102 • METAIRIE, LOUISIANA 70001 • TELEPHONE (504) 834-4537 • FAX (504) 834-2361

Project Two: BISD 20 Schools

Project Name	City	State	Contract Amount
Amelia Elem. School	Beaumont	TX	39455.00
Austin Middle School	Beaumont	TX	6050.00
Blanchette Elem. School	Beaumont	TX	33600.00
Caldwood Elem. School	Beaumont	TX	30780.00
Dishman Elem. School	Beaumont	TX	3335.00
Dunbar Elem. School	Beaumont	TX	33900.00
Fehl Elem. School	Beaumont	TX	31250.00
Joe Clark School	Beaumont	TX	33900.00
Homer Elem. School	Beaumont	TX	3550.00
Marshall School	Beaumont	TX	6050.00
Martin Elem. School	Beaumont	TX	34432.00
Odom Middle School	Beaumont	TX	4200.00
Ozen Classroom Addn.	Beaumont	TX	3850.00
Ozen High School	Beaumont	TX	27734.00
Regina Howell School	Beaumont	TX	30135.00
Sallie Curtis Elem School	Beaumont	TX	32580.00
South Park Middle School	Beaumont	TX	37840.00
Vincent Middle School	Beaumont	TX	6050.00
Westbrook High School	Beaumont	TX	9360.00
Westbrook Fieldhouse	Beaumont	TX	3800.00
		Total	411851.00

330

AABC

Associated Air Balance Council

Annual Membership Certificate

Awarded to

Coastal Air Balance Corp.

as a member in good standing of the Associated Air Balance Council for the year

2014

This member has met all requirements for membership and is entitled to all rights and privileges of AABC certification. This certificate is renewable on an annual basis and expires December 31, 2014.

Jay A. Johnson, *President*

Kenneth M. Sufka, *Executive Director*

10/21/2014 10:12AM FAA

COASTAL
AIR BALANCE, CORP.
1005 HARIMAW COURT WEST • SUITE 102 • METAIRIE, LOUISIANA 70001 • TELEPHONE (504) 834-4537 • FAX (504) 834-2361

PERSONNEL QUALIFICATIONS

TEAM SUPERVISORS/CERTIFIED TEST AND BALANCE ENGINEERS

Roy A. St. Paul is a graduate Registered Professional Engineer from Louisiana Polytechnic Institute in Ruston, LA and a Certified Test and Balance Engineer with the Associated Air Balance Council. Upon graduation from college he began his own engineering and general contracting business. In April 1975, Mr. St. Paul became associated with Coastal Air Balance in the position of Manager, Vice President, and President. He is presently Chairman of the Board of Coastal Air Balance Corporation.

Wayne Schexnayder is a graduate of Louisiana State University with a B. S. Degree in Industrial Management. Prior to his association with Coastal Air Balance he was with the local Barber-Colman representative with primary responsibilities in air distribution, pumps, boilers and exhaust fan sales and applications. Wayne joined Coastal Air Balance in November of 1975. He is a Certified Test and Balance Engineer with the Associated Air Balance Council. He is in charge of the coordination of all work handled by the Baton Rouge, LA office.

Steven J. Manieri joined Coastal Air Balance in August of 1977. He is a 1974 graduate of the University of New Orleans with a B. A. in Geography and is a Certified Test and Balance Engineer with the Associated Air Balance Council. He is the senior field supervisor in the New Orleans area specializing in large project. A few of his recent projects were the Louisiana Cancer Research Center (LCRC), the renovation of the Roosevelt Hotel, and the expansion of the Ernest Morial Convention Center.

CERTIFIED TEST AND BALANCE TECHNICIANS

Paul Reed joined Coastal Air Balance in February of 1995. Prior to his employment he served four years in the United States Navy with training in gas turbine engines and electronics. He presently handles all projects in Southwest Louisiana, Central Louisiana, Beaumont, Texas.

COASTAL
AIR BALANCE, INC.

4604 JEFFERSON HIGHWAY • JEFFERSON, LOUISIANA 70121 • TELEPHONE (504) 834-4537 • FAX (504) 834-2361

TEST AND BALANCE AGENCY

RESUMES

PERSONNEL QUALIFICATIONS

TECHNICIANS

Tommy Lafleur began working in the Test and Balance field since 1984. He began working for Coastal Air Balance, Inc. in 1999 and has excelled in the Test and Balance field. He has been responsible for supervising test and balance on numerous projects. Examples of some of the projects are listed below:

-Pollock Prison -Pollock, LA
-Crowley Theater - Crowley, LA
-Consolidated Maint. Facility – Beaumont, TX
-Camelot Nursing Home – Broussard, LA
-Delta Downs – Vinton, LA

John Berube began working for Coastal Air Balance, Inc. in 2004 and has excelled in the Test and Balance field. He handles the majority of the projects in the Texas area. He has been responsible for supervising test and balance on numerous projects. An example of some of the projects are listed below:

-Anitoch Baptist Church – Beaumont, TX
-Franklin Elem. School – Port Arthur, TX
-Beaumont Bone & Joint – Beaumont, TX
-Travis Elem. School – Port Arthur, TX
-Wheatley Child Development – Port Arthur, TX
-New Memorial High School – Port Arthur, TX

Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459 / Cell# 409-782-3527
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: mwaterproofing@aol.com

Corporation Info: Charter# 01611126-00 **Date Incorporated:** Dec. 30, 2000 **State:** Texas

Officers:	Gayle Marsh – President / 51% Owner Tim Marsh – Sec/Treas. / 49% Owner
Federal ID Tax Number:	76-0681859
Texas State Resale Number:	1-76-0681859-3
Louisiana Contractors License	# 41239
Mississippi Contractors License	# 14162
Texas HUB Certified business:	Certificate# 176063511160
Years in Operation:	12 years
Number of Employees:	20-25
EXPERIENCE IN THE INDUSTRY:	Over 20 years

Banking Info:

CommunityBank of Texas, N.A.
319 Rusk St. P.O. Box 37
Newton, TX 75966-0037
Ph# 409-783-0880 / contact: **Liz Wisby**

Bonding Information:

Arthur J Gallagher Risk Mgmt. Services
700 West Prien Lake RD
Lake Charles, LA 70601
Phone #337-478-5485

Certified installers with the following roofing systems:

- **Mule-Hide Metal Roof Coating Systems** - Applicator # 3429
  Ph# 1-800-786-1492 - Jeff McCraw
- **Vanguard Roof Systems** - Ph# 972-791-0136 - William Koch
- **GAF Master Roofing Contractor** – License# 24090
- **Duro-Last Roof Systems** - Ph# 989-753-6486 - Buddy Wilson
- **IB Roofing Systems** - Shaun Walker
- **JohnsManville Roofing Systems** - Tom Soder

REFERENCES:

Lamar University - Beaumont, TX *- Gerald McCaig - 409-880-8108*
Montagne Center – Hurricane damage
We have jobs going on at Lamar almost continuously.

Mission Constructors, Inc.
713-523-9194
Dow School – Houston TX

City of Orange
409-883-1965

Lamar State College - Orange
409-882-3319
Brown Center

Quality Mat - Joe Penland Jr.
409-722-4594/cell# 409-781-7358
Crockett Street Renovations

Jamail & Smith Construction
409-866-7689
Ford Park
Theater
Jefferson County Courthouse renovations

J.E. Kingham Construction Company
P.O. Box 630632, Nacogdoches, TX 75963-0632
Phone# 936-559-5544
Stephen F. Austin University
Telecommunication Building (various other jobs continually)
Nacogdoches High School – Waterproofing
Nacogdoches Courthouse
Nacogdoches Train Depot

Christus St. Elizabeth Hospital
2830 Calder, Beaumont, TX 77702
James Pearson –409- 892-7171
Restoration of buildings

Memorial Hermann Baptist Hospital
3080 College St., Beaumont, TX 77701
Terry Scott

Performance Truck Center
3840 IH 10, Beaumont, TX
Greg Sherlock –409- 838-4578

Phelan Investments
409- 832-0213

TCR Runnels
10333 Richmond Ave. Suite 400
Houston, TX 77042
Mike Chambers
Alexan Lofts in Houston

Raba Kistner
8601 Jameel Suite 150, Houston, TX

Glen Chamblee – 713-996-8990

Quail Creek Apartments – Laredo, TX –
Embrey Management Company
Tom Middleton or Cindy Wolfe - 210-824-7656

Islander East Association/Christian Development
3131 Fountainview Dr., Houston, TX 77057
- Dan Palermo - Phone# 713-952-2228
Islander East Condominiums--April - October 2002 (Galveston, TX)

H.B. Neild & Sons, Inc.
P.O. Box 22555, Beaumont, TX 77720-2555
- Johnny Neild - Phone#409-842-2272
Jefferson Theatre (Beaumont, TX)

Rapp Management Company
1703 Broadway, Galveston, TX 77550
- Peggy Rapp or Donna - Phone# 409-763-4323
Rivera I Condominiums - Nov. 2001 - Jan. 2002
We also worked on Rivera II Condos and Seascape Condos. These are in Galveston, TX

Century Tower
550 Fannin, Beaumont, TX
Gary Clark/Restoration work

Goodhue Properties *- Gary Clark - Ph# 409-791-1770*
Goodhue Building
Petroleum Building(see Century Tower above)

SUPPLIER'S REFERENCES:
Hartmannn Building Specialties, LTD
P.O. Box 20456
Beaumont, TX 77720
409-866-6103

Builders Products
P.O. Box 920852/2440 McAllister St.
Houston, TX 77292-0852/Ph# 713-686-8203

ABC Supply Co., Inc.
11155 FM 529
Houston, TX 77041/Ph# 713-983-6094

ICI Dulux Paints
5690 Rosedale
Beaumont, TX 77708/Ph# 409-899-5560

Marsh Waterproofing, Inc.
Sales Contacts:

Jimmie Kays	*409-291-3136*	*(Southeast Texas Area)*
Rick Neill	*409-651-8649*	*(Galveston Area)*
Rick Neill	*281-881-6711*	*(Houston Area)*

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Marsh Waterproofing, Inc.

Scope Of Work: Plaster repair

Firm Information

Name: Marsh Waterproofing, Inc.

Address: 240 South Main St. Ste # 2, Vidor, TX 77662

Phone: 409-769-0457

Fax: 409-769-1682

Email/Website: mwaterproofing@aol.com / marshwaterproofing.com

Principals/Parnters: Tim Marsh / Gayle Marsh

Date Firm Started: Dec. 30, 2000

Bonding Capacity: 5,000,000.

Bonding Agent/Address: Same as Ins. Agent (Bonding Co. Western Surety)

Insurance Coverage: See attached

Insurance Agent/Address:

Project Team – Provide Resume For Each Person Listed

Principal In Charge:

Project Manager:

Estimator:

Superintendent:

CERTIFICATE OF LIABILITY INSURANCE

INSURED COPY

DATE (MM/DD/YYYY) 10/15/2014

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

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

PRODUCER

STIEL INSURANCE OF ACADIANA, INC.
2205 W. PINHOOK RD. SUITE 101
LAFAYETTE, LA 70508

CONTACT NAME: MARIETTA HARDESTY
PHONE (A/C, No, Ext): 337-439-7741 FAX (A/C, No): 337-439-7743
E-MAIL ADDRESS: MHARDESTY@STIELINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FIRST MERCURY INSURANCE CO	
INSURER B: TRAVELERS	
INSURER C:	
INSURER D: TEXAS MUTUAL INSURANCE COMPANY	
INSURER E: ARGONAUT INSURANCE COMPANY	
INSURER F:	

INSURED

MARSH WATERPROOFING, INC.
P O BOX 968
VIDOR, TX 77670

COVERAGES **CERTIFICATE NUMBER:** 107504 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X	X	NJ-CGL-0000001808-03	12/01/13	12/01/14	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	EXCLUDED
							PERSONAL & ADV INJURY	$	1,000,000
	X PER PROJECT						GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	POLICY X PRO-JECT LOC							$	
B	AUTOMOBILE LIABILITY	X	X	BA-1B803983	12/01/13	12/01/14	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB OCCUR	X	X	NJ-EX-0000001793-03	12/01/13	12/01/14	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TSF-0001206753	12/01/13	12/01/14	X WC STATU-TORY LIMITS / OTH-ER		
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A			WC 927618338744	12/01/13	12/01/14	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	INLAND MARINE			QT6603227R008	12/01/13	12/01/14	L & R		250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HOLDER IS ADDITIONAL INSURED ON GL AND WAIVER OF SUBROGATION ON UMBRELLA AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

Sample

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chad M. Ward

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PDF created with pdfFactory Pro trial version www.pdffactory.com

See attached

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: mwaterproofing@aol.com

Marsh Waterproofing, Inc.
Historical Preservation Projects

1. ***LaGrange Casino Hall Renovation – May 2014 to Present***
   Original Construction Date: 1881
   Owner: City of LaGrange
   225 North Franklin ST
   LaGrange TX 78945
   General Contractor: Don Kreuger Construction – Victoria
   Architect: BBA Architects – 1702 S Market ST, Brenham TX
   800-383-5649
   Scope of Work: Exterior Restoration: Cutting & Patching, Bituminious Dampproofing, Joint Sealants, Painting of Exterior, 100% Re-pointing, Rebuilding Chimneys and Reanchoring Masonry

2. ***Robertson County Courthouse Phase II and Phase III Jail – Completed March 2014***
   Original Construction Date: 1882
   Owner: Robertson County
   102 E Dechard ST
   Franklin TX 77856
   General Contractor: J.E. Kingham Construction – 936-564-3329
   Architect: Sinclair & Wright – 320 Broadway ST, Tyler TX 75702
   903-595-2656
   Scope of Work: Masonry Restoration: Historic Limestone, Repointing Historic Masonry, Patching Cracks in Limestone Masonry, & Chimney Tuckpointing

3. ***Port Arthur Savings Building Renovation – March 2014 to Present***
   Original Construction Date: unknown
   Owner: Pt. Arthur Economic Development Corp.
   4173 39th ST
   Port Arthur TX 77642
   General Contractor: SpawGlass – 281-970-5300

Architect: Haddon & Cowan Architects Ph #512-374-9120
Scope of Work: Masonry Restoration: Cleaning, Mortar Testing, Repointing, Reset Stone Masonry and Decorative Masonry Repair

4. *Mississippi State University – Lee Hall Renovation Completed January 2014*
Original Construction Date: 1909
Owner: Mississippi Bureau of Building & Grounds
501 N West ST
Jackson MS 39201
General Contractor: West Brothers Construction – PH #662-328-2438
Architect: Dale & Associates – Ph #601-352-5362
Scope of Work: Masonry Restoration: Cleaning, Repointing, Stone Masonry, Roofing, & Caulking.

5. *Louisiana State Capitol Building – January 2013*
Original Construction Date: 1930
Original Architect: Weiss, Dreyfous & Seiferth
Owner: State of Louisiana
Scope of Work: Waterproofing of 26th and 27th Floor

6. *Market Street Lofts – Galveston Completed June 2012*
Original Construction Date: 1874
Owner: Market ST Lofts Owners Association
1703 Broadway ST
Galveston TX 77550
Scope of Work: Plaster Repair & Elastomeric Coating

7. *Baton Rouge Capitol Annex Building – Completed July 2011*
Original Construction Date: 1937
Owner: State of Louisiana
Box 9405
Baton Rouge LA 70804
Architect: Houston J Lirette – Phone #985-851-1484
Scope of Work: Waterproofing: Masonry Restoration, Stone Restoration, Water Repellants, Joint Sealants, Painting & Coating

8. *Cathedral of St. Peter the Apostle Catholic Church- Completed January 2011*
Original Construction Date: 1900
Owner: Catholic Diocese of Jackson – Phone #601-969-1880
237 East Amite
Jackson MS 39225
Scope of Work: Exterior Restoration: Masonry Restoration, Pointing, Caulking, Painting & Wood Restoration

9. *Christus St Elizabeth – Phelan Mansion*
Original Construction Date: 1928
Original Architect: Owen James Trainor Southwell

Owner: Christus St. Elizabeth
2830 Calder Ave
Beaumont TX 77702
Scope of Work: Exterior Restoration: Cleaning, Tuckpointing, Masonry Repairs, Patching, Caulking, Mask Grouting, Door & Window Frame Repairs & Transparent Waterproofing.

10. *Shearn Moody Plaza – December 2010*
Original Construction Date: 1931
Original Architect: E.A. Harrison
Owner: Moody Foundation
123 25th ST
Galveston TX 77550
General Contractor: Rismiller Construction
Galveston, TX 77550
Scope of Work: Exterior Restoration – Cleaning, Masonry Restoration, Terra Cotta & Brick Repair, Overall Grouting, Caulking of Control & Expansion Joints, Lintel Repairs, Door & Window Frame Caulking and Glazing, & Elastomeric Coating

11. *Polk County Judicial Center – December 2010*
Owner: Polk County
General Contractor: J.E. Kingham Construction *Phone #936-564-3329*
Scope of Work: Masonry Restoration

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Tim Marsh, *being first duly sworn, deposes and says that:*

(1) He is Tim Marsh *of* Marsh Waterproofing, Inc *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Tim Marsh

Sec/Treas.
Title

Subscribed and sworn to before me by the said Tim Marsh *on this* 17th *day of* October, *20* 14.

By: _____
Notary Public

Orange *County,* TX

My commission expires 9-27, *20* 18.

TAMMY JO LEGER
Notary Public, State of Texas
My Commission Expires
September 27, 2018

[Notary Seal]

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Mechanical Specialty Systems 842-9404

Scope Of Work: Division 23 - HVAC

Firm Information

Name: Mechanical Specialty Systems, LLC

Address: 4070 Washington Blvd., Beaumont, Texas 77705

Phone: 409-842-9400

Fax: 409-842-9404

Email/Website: ryan.rosson@mechanicalspecialtysystems.com

Principals/Parnters: Ryan A. Rosson

Date Firm Started: January 2014

Bonding Capacity: TBD

Bonding Agent/Address: TBD

Insurance Coverage: Please see attached COI

Insurance Agent/Address: Gulf Coast Insurance Agency, Beaumont, Texas

Project Team – Provide Resume For Each Person Listed

Principal In Charge: Ryan A. Rosson

Project Manager: Rodney Broussard

Estimator: Ryan A. Rosson

Superintendent: TBD

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Richmond State School Richmond, Texas	1960's	Texas HHSC		Mechanical Upgrade
Franklin Elementary E.S.	1920's	PAISD		Mechanical Upgrade
Thomas Jefferson H.S.	1960's	PAISD		Mechanical Upgrade
Lamar University	1960's			Mechanical Upgrade

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2014

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

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

PRODUCER	CONTACT NAME: Christina Stafford
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 898-4444 FAX (A/C, No): (409) 898-4468 E-MAIL ADDRESS: cs1@gcia-tx.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Liberty Mutual — 23043
INSURED Mechanical Specialty Systems, LLC. 4070 Washington Blvd. Beaumont TX 77705	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2014/2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			BK51556015627	3/7/2014	3/7/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAS1556015434	3/7/2014	3/7/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM/UIM CSL BI & PD	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			USO1556325294	9/26/2014	3/7/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XWS56325294	9/26/2014	9/26/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The general liability, automtobile liability, umbrella and workers compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/CMS

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DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Ryan A. Rosson, *being first duly sworn, deposes and says that:*

(1) He is President *of* Mechanical Specialty Systems *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) [signature] :
President :
Title

Subscribed and sworn to before me by the said Ryan Rosson *on this* 20th *day of* October, *20* 14.

By: Lisa L. Braneff
Notary Public

Jefferson *County,* TEXAS

My commission expires 8-8, *20* 16.

[Notary Seal]

LISA L. BRANEFF NOTARY PUBLIC STATE OF TEXAS 08-08-2016

END OF DOCUMENT

Shaffer Manufacturing, Inc.

1655 Cedar • Beaumont • Texas • 77701
P.O. Box 21018 • Beaumont • Texas • 77720
Tel (409)838-6556 • Fax (409)838-9001

Our Project Team

As far as the people on this team, you will find a wide range of skill levels. I, myself, have been involved in everything from store fixture and plastic laminated millwork to wood related items. I have the ability to organize complex projects from start to finish. Personally, I have never started a project that was not completed to the full satisfaction of the end customer.

Rod and Norman bring extensive knowledge to the table when they are present. Each of them have backgrounds in commercial and high end residential millwork. They are a formidable team.

Jeff has installed a variety of projects, always completing with customer satisfaction. Our punch list have little to no items to address.

Thank You,

Larry Cheatham

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Larry Cheatham, *being first duly sworn, deposes and says that:*

(1) He is President of Shaffer Manufacturing, Inc *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Larry Cheatham

President
Title

Subscribed and sworn to before me by the said Larry Cheatham *on this* 17th *day of* October, *20* 14.

By: Glenna Louise Woods
Notary Public

Jefferson *County,* Texas

My commission expires 9/13, *20* 16.

GLENNA LOUISE WOODS
Notary Public, State of Texas
My Commission Expires
September 13, 2016

[Notary Seal]

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Coastal Sprinkler 842-1049
Scope Of Work: Fire Protection 211200
Wet Pipe Sprinkler 211313
Pre-Action Sprinkler 211316

Firm Information

Name: Coastal Sprinkler Co., Inc.
Address: 4233 Industrial Rd Beaumont, TX 77705
Phone: (409) 842-0721
Fax: (409) 842-1049
Email/Website: Coastalsprinkinc@aol.com
Principals/Parnters: Russell W. Cuniff / Kevan W. Cuniff
Date Firm Started: May 1987
Bonding Capacity: $350,000.00 single $500,000.00 aggregate
Bonding Agent/Address: Insurica 6011 Garth Rd Ste. A Baytown, TX 77521
Insurance Coverage: $1,000,000.00
Insurance Agent/Address: Insurica 6011 Garth Rd. Ste A Baytown, TX 77521

Project Team – Provide Resume For Each Person Listed

Principal In Charge: KEVAN CUNIFF 32 yrs Exp. Nicet Level III Rule G
Project Manager: Bobby Harrison 35 yrs Exp.
Estimator: George Dearborne 33 years Exp. RME U
Superintendent: Phillip Becker 21 years Exp.

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Crockett Street Renovations				Fire Sprinkler Retro
Woodrow Wilson School				Fire Sprinkler System
Hotel Beaumont				" "
Port Arthur Bank & Savings				" " "

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Kevan W Cuniff, *being first duly sworn, deposes and says that:*

(1) He is Vice - President *of* Coastal Sprinkler Co. Inc, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Kevan W Cuniff
Vice President
Title

Subscribed and sworn to before me by the said Kevan Cuniff *on this* 20th *day of* October, *20* 14.

By: Wendy Duhon
Notary Public

Jefferson *County,* Texas

My commission expires 7/16, *20* 18.

WENDY M. DUHON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
7-16-2018

[Notary Seal]

END OF DOCUMENT

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • Austin, TX 78711-3186

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

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

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

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1760292289400**
File/Vendor Number:	**37694**
Approval Date:	**22-SEP-2011**
Scheduled Expiration Date:	**22-SEP-2015**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

N & T CONSTRUCTION CO., INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 28-FEB-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

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

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

Rev. 09/12

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE N&T Construction Company, Inc.
1376 Laurel Avenue, Beaumont, TX 77701

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 Jefferson County CCH Phase 5 Mechanical and Safety upgrades HVAC & Fire Alarm Renovations

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 21st day of October , 2014

(Witness)

N&T Construction Company, Inc.
(Principal) (Seal)
By: V.P.
(Title)

Chris Baker
(Witness)

Hartford Fire Insurance Company
(Surety) (Seal)
By:
Attorney-in-Fact Douglas N. McElveen (Title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
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

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **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, Assistant Secretary

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.

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

CERTIFICATE

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 10/21/2014

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

DOCUMENT 00 4000 - BID FORM - LUMP SUM

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: Phoenix I Restoration and Construction, Ltd.
Bidder's Name
14032 Distribution Way
Address
Farmers Branch, Texas 75234

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We have carefully examined the Bidding Requirements, Contract Form, Conditions of the Contract, Specifications, Drawings, all other Contract Documents and all other Documents referred to therein, as well as the Project Site and conditions affecting the Work.

We have received Addendum Number(s) 1 through 3 and have included their provisions in this Bid.

In submitting this bid, the undersigned agrees to:
A. Hold his bid open for the time period specified in the Instructions to Bidders
B. Enter into and execute a contract, if awarded, on the basis of the Base Bid and the Alternate Bids selected by the Owner.
C. Furnish specified insurance and guarantee bonds.
D. Accomplish the work in accordance with the Contract Documents.
E. Complete the work within the Contract Time.

BASE BID:

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of the Project in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Four million three hundred seventy thousand DOLLARS
Amount Written In Words (This Governs)

($ 4,370,000.00)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

BASE BID TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents within 300 consecutive calendar days after commencing the Work.

ALTERNATE NO. 1 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 1 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Fifty four thousand five hundred
DOLLARS
Amount Written In Words (This Governs)

($ 54,500.00)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 1 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 0 consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 2 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 2 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Twenty one thousand
DOLLARS
Amount Written In Words (This Governs)

($ 21,000.00)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 2 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 0 consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 3 BID – add alternate

Note: Alternate No. 3 consists of the following items:

	Alternate No. 3 work (as outlined in the Drawings and Specifications)	$ 345,000.00
Plus	Quantity Allowance No. 3 (as outlined in section 01 2100)	$ 44,000.00
	Total amount of Alternate No. 3 (to be shown below)	$ 389,000.00

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 3 in a workmanlike manner, in accordance with the Contract Documents, for the total amount, including Allowance No. 3, of:

Three hundred eighty nine thousand
DOLLARS

Amount Written In Words (This Governs)

($ 389,000.00)

Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 1
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3) $ 220.00/sf

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 2
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3) $ 120.00/sf

ALTERNATE NO. 3 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 0 consecutive calendar days to the Time of the Base Bid after commencing the Work.

BID SECURITY:
Accompanying this Bid is a Certified or Cashier's Check drawn on a State or National Bank of the State of Texas or a Bidder's Bond as defined in the Instructions to Bidders, AIA A701, on prescribed form and in the amount of not less than Five percent (5%) of the greatest total amount of this Bid payable without recourse to the order of Owner's Name, said check or bond to be returned to the bidder, unless in case of the acceptance of the Bid he shall fail to execute a contract and file Performance and Payment Bonds within 10 days of its acceptance, in which case the check or bond shall become the property of Owner's Name and shall be considered as payment for damages due to delay and other inconveniences suffered by Owner's Name on account of failure of the bidder to execute contract.

LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of five hundred dollars ($500.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

MISCELLANEOUS PROVISIONS:

If notified of the acceptance of this Bid within 60 days after the time set for opening of bids, we agree to execute a contract with the Owner, on the prescribed form, for the above mentioned Work, for the above mentioned amount, furnish the Performance Bond and the Payment Bond on the prescribed forms and commence Work, all within ten days of the date of notification of award.

It is understood that the Owner reserves the right to reject any or all bids, to accept or reject any or all Alternates, or to accept any combination of Alternates considered advantageous and to waive any informality or irregularity in any bid which, in his judgment, is in his own best interest.

The undersigned certifies that the amounts contained in this Bid have been carefully checked and are submitted as correct and final.

The County will evaluate and award on total price (base bid plus alternates.) The County reserves the right to incorporate any and all Alternates or no alternates at time of Contract.

Type of Bidder's Organization: Limited Liability Partnership
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: _____
(If Corporation)

Bidder: Phoenix I Restoration and Construction, Ltd.
(Print or Type)

_____
(Signature of Bidder)

Title or Office: President and CEO of GP
(Print or Type)

Legal Address: 14032 Distribution Way
(Print or Type)

City: Farmers Branch State: Texas Zip Code: 75234

Tel. (214) 902.0111

SEAL:
(If Corporation)

DARLA BELLOMY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 5/25/16

ATTEST: _____
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

DOCUMENT 00 4100 - SUPPLEMENTS TO BID FORM – SCHEDULE OF VALUES
(To be submitted as part of Bid)

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: (Bidder's Name And Address) Phoenix I Restoration and Construction, Ltd.
14032 Distribution Way
Farmers Branch, Texas 75234

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We are submitting the following information required by the bidding documents.

CONSTRUCTION COST BREAKOUT: We have included applicable portions of overhead and profit in each of the following items:

BASE BID:

1.	Demolition of systems (HVAC, and F.A.)	$ 80,000.00
2.	Masonry Restoration (HCT, Brick, Marble)	$ 10,000.00
3.	Suspended Acoustical Ceiling Remove & reinstall	$ 215,000.00
4.	Fire Alarm for Historic Courthouse	$ 1,186,000.00
5.	Fire Alarm for Annex (including cutting/patching)	$ 593,000.00
6.	Fire Alarm for Jail Building (including cutting/patching)	$ 0.00
7.	HVAC	$ 1,580,000.00
8.	Temporary corridors and air conditioning	$ 45,000.00
9.	Fire Sprinklers	$ 278,000.00
10.	Windows	$ 35,000.00
11.	Builders Risk property Insurance	$ 90,000.00
12.	Bonds: Performance and payment bonds.	$ 45,000.00
13.	General Conditions:	$ 210,000.00
14.	Finish Sampling (Allowance No. 4)	$ 3,000.00
15.	Other	$ 0.00

TOTAL OF ABOVE ITEMS AND AMOUNT OF BASE BID: $ 4,370,000.00

UNIT PRICES:

Provide unit (square foot, linear foot, etc. as appropriate) cost for types of work as listed below that may be added to the scope of work as determined by the Owner and Architect.

1. Marble Replacement	$ 150.00 / (unit/sf)
2. Plaster Repairs including paint	$ 25.00 / (unit/sf)
3. Wall Painting	$ 2.00 / (unit/sf)
4. Ceiling painting	$ 2.50 / (unit/sf)
5. Courtroom Wainscot replacement (Complete assembly)	$ 220.00 / (unit/sf)
6. Courtroom Wainscot Cap replacement	$ 190.00 / (unit/sf)
7. Courtroom Crown Mould replacement	$ 45.00 / (unit/lf)
8. Wood window sill replacement (sill, seat, skirt, trim)	$ 55.00 / (unit/lf)
9. Marble grout re-pointing	$ 12.00 / (unit/lf)

Type of Bidder's Organization: Limited Liability Company
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: _____
(If Corporation)

Bidder: Phoenix I Restoration and Construction
(Print or Type)

(Signature of Bidder)

Title or Office: President and CEO of GP
(Print or Type)

Legal Address: 14032 Distribution Way
(Print or Type)

Farmers Branch, Texas

Zip Code: 75234 (Print or Type) Tel. (214) 902.0111 (Print or Type)

SEAL:
(If Corporation)

DARLA BELLOMY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 5/25/16

ATTEST: _____
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

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 Dallas

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

on this day personally appeared Dale Sellers (name), who

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

"I, Dale Sellers (name) am a duly authorized officer of/agent

for Phoenix I Restoration and Construction (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Phoenix I Restoration and Construction, Ltd. (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: Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way Farmers Branch, Texas 75234

Fax: 214.904.9635 Telephone# 214.902.0111

by: Dale Sellers (print name) Title: President and CEO of GP

Signature: Dale C Sellers

SUBSCRIBED AND SWORN to before me by the above-named

DALE C SELLERS on

this the 20 day of October, 2014.

Darla Bellomy

Notary Public in and for

the State of Texas

Bidder Shall Return Completed Form with Offer.

DARLA BELLOMY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 5/23/16

Arch Insurance Company
a member of Arch Insurance Group

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Phoenix I Restoration and Construction, Ltd.
as Principal, hereinafter called the Principal, and. Arch Insurance Company
, a corporation duly organized under the laws of the State

Of Missouri, 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 the Greatest Amount Bid
Dollars ($ 5% GAB),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Jefferson County Courthouse Phase 5 Mechnical and Safetly Upgrades

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

Signed and sealed this 21st day of October, 2014

DeDee Bellomy
(Witness)

Phoenix I Restoration and Construction, Ltd.
(Principal) (Seal)

Dale Sellers
DALE SELLERS (Title) President / CEO of GP

(Witness)

Arch Insurance Company
(Surety) (Seal)

Douglas Moore, Attorney-in-Fact (Title)

Printed in cooperation with the American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310, February, 1970 edition.

AIC 0000010164

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 18th day of November, 2011.

Attested and Certified

Martin J. Nilsen, Secretary

Arch Insurance Company

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN MARCINKUS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 14, 2014

Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 18, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of October, 2014.

Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Client#: 1192 PHOEIRE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/2014

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

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

PRODUCER	CONTACT NAME: Tracie Gafford	
Ward & Moore Ins Services LP 12700 Park Central Drive Suite 1440 Dallas, TX 75251	PHONE (A/C, No, Ext): 214-221-8300	FAX (A/C, No): 214-221-8304
	E-MAIL ADDRESS: tgafford@ward-moore.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Cincinnati Insurance Compan	
INSURED Phoenix I Restoration & Construction, Ltd. 14032 Distribution Way Dallas , TX 75234	INSURER B : Texas Mutual Insurance Co.	
	INSURER C : St Paul Fire & Marine Ins Co	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EPP0186657	04/01/2014	04/01/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X PD Ded:10,000						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
	AUTOMOBILE LIABILITY			EBA0186657	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP01866657	04/01/2014	04/01/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001250362	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella			ZUP157627113NF	04/01/2014	04/01/2015	$2,000,000 Occurrence $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured endorsement for General Liability & Auto Liability attached. Waiver of Subrogation endorsement for General Liability, Auto Liability & Workers' Compensation attached. 30 Day Notice of Cancellation endorsement for all policies attached. General Liability Primary & Non-Contributory endorsement attached.

Jefferson County Courthouse Phase 5

CERTIFICATE HOLDER

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Darryl Moore

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MMW

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 Phoenix I Restoration and Construction [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	75-2810280
Company Name submitting bid/proposal:	Phoenix I restoration and Construction, Ltd.
Mailing address:	14032 Distribution Way Farmers Branch, Texas 75234
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	

* 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.

DOCUMENT 00 6300 - NON-COLLUSION AFFIDAVIT FOR PRIME CONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PRIME CONTRACTOR

State of Texas

County of Jefferson

Dale Sellers, *being first duly sworn, deposes and says that:*

(1) He is President and CEO of GP Phoenix I Restoration and Construction, *the Bidder that has submitted the referenced Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____.

President and CEO of GP
Title

Subscribed and sworn to before me by the said _____ *on this* 20 *day of* October, *20* 14.

By: Darla Bellomy
Notary Public

Dallas *County,* Texas

My commission expires 5-25, *20* 16.

DARLA BELLOMY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 5/25/16

[Notary Seal]

END OF DOCUMENT

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 **FORM:**

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

BLAKE Duerler, *being first duly sworn, deposes and says that:*

(1) He is Estimator *of* Advanced Systems, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____.

Estimator
Title

Subscribed and sworn to before me by the said BLAKE Duerler *on this* 20 *day of* OCTOBER, *20* 14.

By: WAYNE E. DUERLER SR.
Notary Public

Jefferson *County,* TEXAS

[Notary Seal]

My commission expires _____, *20* ____.

OCTOBER 23, 2014

END OF DOCUMENT

WAYNE EDWARD DUERLER, JR.
Notary Public, State of Texas
My Commission Expires
October 23, 2014

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Kevan W. Cuniff, *being first duly sworn, deposes and says that:*

(1) He is Vice - President *of* Coastal Sprinkler Co. Inc, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Kevan W Cuniff

Vice President
Title

Subscribed and sworn to before me by the said Kevan Cuniff *on this* 20th *day of* October, *20* 14.

By: Wendy Duhon
Notary Public

Jefferson *County,* Texas

My commission expires 7/16, *20* 18.

WENDY M. DUHON NOTARY PUBLIC STATE OF TEXAS EXPIRES 7-16-2018

[Notary Seal]

END OF DOCUMENT

Request for Sealed Proposals
Jefferson County Courthouse
Mechanical and Safety Upgrades (Phase 5)

4. List other project references:

Jaime Knight-Fort Bend County-281.238.9035-Fort Bend County Courthouse
Alexis McKinney-Bailey Architects-713.524.2155-Fort Bend County Courthouse

Glenn Reed-Texas Historical Commission-512.463.6387-Fort Griffin Project

David Chase-Architexas-214.748.4561-Hopkins County Courthouse

Marcel Quimby-Quimby McCoy-214.977.9118-Sam Rayburn House Restoration

Don Burns-City of Dallas-214.670.1805-Several Historical projects

DOCUMENT 00 4970 - CONTRACTOR QUALIFICATION STATEMENT SEE TABS 4,5,6,7,8,9,10

Provide all information requested. Use additional sheets as necessary. Form may be duplicated on separate sheets.

1. Firm information:
   a. Name.
   b. Address.
   c. Phone.
   d. Fax.
   e. E-mail, web site.
   f. Principals/Partners.
   g. Date firm started.
   h. Bonding capacity, name and address of agent.
   i. Insurance coverage, name and address of agent, copy of policy limits.

2. Project team: Provide resume for each person listed.
   a. Principal in Charge.
   b. Project Manager.
   c. Estimator.
   d. Superintendent.

3. List all historic preservation projects (restoration, rehabilitation, or stabilization) for buildings over 50 years old completed within the last ten (10) years.
   a. Project Name, location.
   b. Original date of building construction, original Architect.
   c. Owner: Name, phone number.
   d. Architect: Name, phone number.
   e. Scope and type of work included.
   f. Cost of Construction: Original Budget; Final Cost; Amount of Change Orders.
   g. Scheduled Date of Complete; Actual Date of Completion.

4. List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures.
   a. Project Name, location.
   b. Original date of building construction, original Architect.
   c. Owner: Name, phone number.
   d. Architect: Name, phone number.
   e. Scope and type of work included.
   f. Cost of Construction: Original Budget; Final Cost; Amount of Change Orders.
   g. Scheduled Date of Complete; Actual Date of Completion.

5. List pending or settled litigation arising on any of the above projects and nature of cause for action.

6. List trades directly employed by firm to be used on this project.

Request for Sealed Proposals
Jefferson County Courthouse
Mechanical and Safety Upgrades (Phase 5)

1. **Firm Information**
   - A. **Name:** *Phoenix I Restoration and Construction, Ltd.*
   - B. **Address:** *14032 Distribution Way Farmers Branch, Texas 75234*
   - C. **Phone:** *214.902.0111*
   - D. **Fax:** *214.904.9635*
   - E. **Email:** *dsellers@phoenix1.org*
   - F. **Principals/Partners:** *Dale Sellers*
   - G. **Date Firm Started:** *April 1, 1999*
   - H. **Bonding Capacity, Name and Address of Agent:**
     34+ Million
     Arch Insurance Company
     2711 N. Haskell Ave, Suite 500
     Dallas, Texas 75204
   - I. **Insurance coverage, name and address of agent, copy of policy limits**
     Ward and Moore Insurance Services LP
     Doug Moore
     12700 Park Central Drive Suite 1440
     Dallas, Texas 75251

Bid Bond and Insurance certificate attached

Request for Sealed Proposals
Jefferson County Courthouse
Mechanical and Safety Upgrades (Phase 5)

2. **Project Team**
   A. **Principal In Charge:** *Dale C. Sellers*
   B. **Project Manager:** *Dale C. Sellers*
   C. **Estimator:** *Kyle Moncrief*
   D. **Superintendent:** *David McClung*

See attached Resumes

Resume

Dale C. Sellers, BSME, MBA

President / CEO
Senior Project Manager

With both Engineering and Business degrees from prominent universities, and 30 years of on-the-job experience, Dale Sellers offers the most rounded education and practical knowledge obtainable in the construction industry.

Professional Experience

1999 - Present

Phoenix I Restoration and Construction, Ltd., Dallas, Texas
President, Chief Executive Officer

Plans and directs all aspects of the company's operations, being personally involved in estimating, personnel management, and all construction projects. Coordinates, on a daily basis, the company's project managers, being directly involved in scheduling, and the issuing of purchase orders, contracts, change orders, and billings.

Personally performs functions of:

- Senior Project Manager
- Chief Executive Officer
- Chief Financial Officer
- Chief Operations Officer
- Chief Estimator
- Construction Business Administrator

Of Note:

As an Engineering and Architectural Cost and Construction Consultant, utilizes extensive mechanical engineering, roofing and historical restoration experience to provide critical input to the design team, from concept to completion.

1998 - 1999

Neogard Contract Division, a Div. of Jones-Blair Company, Dallas, Texas
General Manager

Total management of construction division of Jones-Blair Company, a Dallas icon. Personally involved in estimating, employee management, technical development, strategic planning, marketing, and financial concerns. Additionally, served as Group Manager and Senior Project Manager on multi-disciplined major general contracting projects.

Of Note:

- Take-charge style of leadership injected renewed enthusiasm and markedly increased profits in a short period of time.
- Displayed dynamic ability to clearly define and execute stretch-goals of proposed business plan.

1996 - 1998

Conley Design Group, Carrollton, Texas
Strategic Account Manager / Restoration Consultant

Developed national customer base for architectural and engineering firm. Served as technical consultant for major proposals and projects, with special emphasis in roofing and masonry restoration and historic restoration.

Of Note: Involved in Proposal Presentations for:

- Historic Restoration of Automobile and Centennial Buildings at Fair Park, Dallas, Texas
- Exterior Roofing and Historic Restoration Projects in Region 5 General Services Administration
- Roof Design and Inspections for Bell South
- Roofing Program for DFW Airport
- Roofing Program for Atlanta Airport
- Roofing Program for General Motors

1989 - 1996

Mid-Continental Restoration, Haltom City, Texas
Assistant Branch Manager/Chief Estimator

Senior project manager for one of the country's premier restoration firms. Built an experienced subcontractor and supplier base for historic and waterproofing restoration projects, establishing prescribed techniques to be used in all projects. Supervised 60+ restoration specialists. Responsible for estimating restoration work and served as a consultant for a number of prestigious firms.

Of Note:

- Served as chief estimator/consultant for The Williams Company, AIA, Austin, Texas, and Conley Design Group, Carrollton, Texas, on major restoration projects: Val Verde County courthouse, Sabine County Courthouse, Shelby County Courthouse, and several historic federal buildings.

Education and Training

Executive Master of Business Administration Southern Methodist University, Dallas, Texas	Degree conferred 1997
Bachelor of Science in Mechanical Engineering University of Texas at Arlington	Degree conferred 1989
Strategic Account Management Seminar Southern Methodist University	1997
Lead Abatement Awareness Training	1997
Negotiating For Success Alex Karrass	1995
GB 98 General License State of New Mexico	1994
Salesmanship Dale Carnegie and Associates	1983
Management Skills for Supervisors	1979

Noteworthy Projects Include:

Leon County Courthouse
Centerville, Texas

Shackelford County Courthouse
Albany, Texas

Presidio County Courthouse
Marfa, Texas

Llano County Courthouse
Llano, Texas

Gray County Courthouse
Pampa, Texas

Donley County Courthouse
Clarendon, Texas

Lampasas County Courthouse
Lampasas, Texas

San Jacinto Monument
LaPorte, Texas

JFK Memorial
Dallas, Texas

Lee County Courthouse
Giddings, Texas

Bosque County Courthouse
Meridian, Texas

Rockwall County Courthouse
Rockwall, Texas

Meyerson Symphony Center
Dallas, Texas

Texas Commerce Bank Tower Plaza Renovation
Dallas, Texas

Thanksgiving Tower
Dallas, Texas

Grace Cultural Center
Abilene, Texas

Cathedral De Guadalupe
Dallas, Texas

Santa Fe Federal Building
Dallas, Texas

Hunt County Courthouse
Greenville, Texas

Red River County Jailhouse
Clarksville, Texas

Sarkey's Energy Center Roof Replacement and Tower Facade Renovations
Norman, Oklahoma

T & P Station
Ft. Worth, Texas

Santa Fe Depot
Temple, Texas

Cook County Courthouse
Gainesville, Texas

Texas Discovery Gardens
Fair Park, Dallas, Texas

Leon County Courthouse
Leon County, Texas

Dallas Children's Aquarium
Fair Park, Dallas, Texas

Women's Museum
Fair Park, Texas

Hardeman County Courthouse
Quanah, Texas

Jefferson County Courthouse
Beaumont, Texas

Resume

David McClung

Project Manager

35 Years of diverse Civil Engineering and Design Experience. Extensive expertise in Historical Restoration, General Commercial Construction, Quality Control and Inspection make David a very effective Project Manager

Professional Experience

2010 – Present **Phoenix I Restoration and Construction, Ltd., Dallas, Texas**
Project Manager / Superintendent

Coordinates daily workflow in a seamless manner, paying particular attention to safety regulations. Often works ahead of schedule to allow for unforeseen challenges. Personally involved with community leaders, citizens, architects, and owners to maintain positive jobsite and public relations.

Personally performs functions of:

- Budgeting and Creating Project Schedules
- Developing Schedule of Values
- Conducting Strategic Planning sessions for Sub Contractors and Safety Meetings
- Planning, Organizing, and Executing Turn Key Projects to Close Out
- Supervising Employees as well as Sub Contractors
- Safety Coordinator and Inspector
-

Certifications:

- Concrete Sampling and Testing
- ATV Training
- Pipe Location
- CPR
- Bridge Inspection
- OSHA Safety
- RR Safety
- Trench Safety
- Hazardous Material
- Work Zone
- Risk Management
- Confined Space

2006-2010 **Universal ENSCO**
Project Manager Oil Field Services
TransCanada Keystone Phase 1, 540 miles of 36" pipe preliminary baseline and property Survey; Boundary and section corner work (over 600 property/section corners located and Referenced) on FGT Project Phase 8 in Florida; Preliminary route work; Right of way on

Boardwalk and Gulf South projects and weld tie-in survey on 240 miles of 42" line in Louisiana; All above work completed with no injuries to crew, no damages to truck or Equipment and over 150 thousand miles driven with no accidents.

2003-2004 **Huitt Zollars Engineering**

Contract Administrator / Field Inspection Manager

Oversight of $500 million dollar, 50 mile toll project Austin, Texas. Primary responsibilities during tenure; creating inspection and quality control program, Federal /State reporting schedules and performing cost analysis on contractor proposals.

1989-2002 **TXDOT**

Project Manager, Roadway and Bridge Designer, Utility Coordinator, Scheduler, Contract Administrator and Construction Inspector for TX DOT Dallas District. Milestone highlights included working on (2) -$100 million+ dollar highway/bridge reconstruction projects, $65 million dollar lake bridge, $30 million dollar drainage tunnel (18' diameter) utilizing a TBM and a $250 million dollar 5 level highway interchange (high five). Reviewed and approved engineering drawings, fabrication shop drawings, material submittals, material testing. State funded projects completed on schedule.

Completed 2 projects plans as built with over 1800 mylars each and processed over $5 million dollars in Change Orders involving every item in the specification book. Largest state funded projects to come in on schedule and budget with no contractor claims. Managed numerous road and bridge construction projects.

1977-1988 **Stephenson Consulting Engineers**

Project Manager/Field Crew Supervisor

Civil Land development including, boundary, plat, lot and roadway ROW surveying, land divisions, topographic, hydrologic and flood plain studies with detention design, master and phase commercial design, site plans, utility design; water, sewer, storm, electrical service, construction plan development, cost estimating and bidding proposals, city planning and zoning, contract development and administration, drafting, cogo, GIS, legal descriptions, construction layout/staking, as-built surveys, highway, bridge and city street design, Aerial Panel surveying.

Resume

Kyle Moncrief

Chief Estimator

Professional Experience:

2007- Present **Phoenix I Restoration and Construction, Ltd., Dallas, Texas**
Chief Estimator

Personally performs functions of:

- Project Estimating
- Budgetary Estimates and Analysis
- Contract Negotiations/Value Engineering
- Establishment of Cost Codes/Schedule of Values

Of Note: Over 400 successful estimates including:

- **Trinity County Courthouse**, Groveton, TX – Provided detailed estimates to assist in budget establishment.
- **Hood County Courthouse**, Granbury, TX – Provided detailed estimates to assist in budget establishment.
- **Tarrant County Courthouse Clock Tower**, Fort Worth, TX – Provided detailed estimates to assist in budget establishment.
- **Children's Aquarium at Fair Park**, Dallas, TX – Successfully negotiated a 10 million dollar bid down to the budget of 7.9 million dollars through value engineering.
- **Hardeman County Courthouse**, Quanah, TX – Was low bidder on a project involving restoration of a historical courthouse and successfully value engineered project into budget.
- **Jefferson County Courthouse**, Beaumont, TX – Was low bidder on a project involving restoration of a historical courthouse.
- **Shackelford County Library**, Albany, TX – Provided detailed estimate and successfully negotiated a Construction Manager at Risk contract on this historical restoration project.

2002 – 2006 **Ranger Remodeling and Restoration**, West Monroe, LA
Assistant Manager
Acted as Estimator and Project Manager for a company that specialized in remodeling/restoration of houses.

1999 – 2002 **Cincinnati Reds**, Cincinnati, OH
Baseball Player
Traveled the county playing Minor League baseball in the Cincinnati Reds' organization

Education and Training:

Louisiana Tech University **2002 – 2006**
Civil Engineering (major) and Mathematics (minor)

Request for Sealed Proposals
Jefferson County Courthouse
Mechanical and Safety Upgrades (Phase 5)

3. **List all historic preservation projects (restoration, rehabilitation, or stabilization) for buildings over 50 years old completed within the last ten (10) years.**
   - **A. Project Name, location**
   - **B. Original date of building construction, original Architect**
   - **C. Owner: Name and phone number**
   - **D. Architect: Name and phone number**
   - **E. Scope and type of work included**
   - **F. Cost of Construction: Original Budget: Final Cost: Amount of Change Orders**
   - **G. Scheduled Date of Complete; Actual Date of Completion**

See attached schedule

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
2004-2014

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
1	**Navarro County Courthouse** **300 W 3rd Avenue** **Corsicana, Texas** **75110**	Navarro County Judge H M Davenport 300 W 3rd Avenue Corsicana, Texas 75110 903.654.3025 hdavenport@navarrocounty.org	1113 Architects Inc. Tom Able 1506 Elm Street Georgetown,Texas 78626 512.869.1104 table@1113architects.com **Original Architect:** Frederick, Ernst, Ernst, Ruffini	Built in1881 National Register of Historic Places November 2004 Contract Amount: $8,515,500.00 Start Date: July 2014 Projected Date of Completion: December 2015 Percentage of Work Completed by Phoenix I-40%	**Similar Scopes of work:** Copper and Tile Roofing, Building Cleaning, Granite Patching, Tuckpointing and Replacement Brick Patching, Tuckpointing and Replacement Terra Cotta Patching, Resurfacing, Tuckpointing and Replacement, Limestone Repair and Replacement and Tuckpointing Window Repair and Replacement, Site Concrete Repair and Replacement, Below Grade Waterproofing, Plaster Restoration, Paint, Hardware Restoration 100% MEP System Replacement, Door Restoration and Replacement, Selective Demolition, Asbestos Abatement, Building Sealants Carpentry/Mill Work, Hollow Metal Doors, Acoustical Ceilings, Terrazzo Flooring, Flooring, Carpet, Lightening Protection, Fire Protection Systems, Elevator
2	**Fort Bend County Courthouse** ***Phase II*** **301 Jackson Street** **Richmond, Texas** **77469** Job # 50-13-1304	Fort Bend County Hon. Judge Robert Hebert 301 Jackson Street Richmond, Texas 77469 281.341.8608 Don Brady- Facilities 281.633.7018 Don.Brady@co.fort-bend.tx.us	Bailey Architects Architect: Alexis McKinney 55 Waugh Dr. Suite 450 Houston, Texas 713.524.2155 **Original Architect:** CH Page	Built in 1909. National Register of Historic Places. Contract Amount: $4,642,244.78 Final Contract- $5,008,133.00 CO-$964,117.75 Start Date: January 2013 Completion Date: February 2014 Percentage of Work Completed by Phoenix I – 40%	Interior Demolition, Exterior Masonry, Structural Steel, Carpentry/Millwork, Slate Tile Roofing, Thermoplastic Membrane Roofing, Hollow Metal Doors, Wood Windows, Plaster and Drywall, Acoustical Ceilings, Terrazzo Flooring, Wood Flooring, Carpet, Paint, Lightening Protection, Fire Protection Systems, Hydraulic Elevator, Plumbing, HVAC, Electrical, VRV HVAC, Roof.

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
2004-2014

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
3	**Preservation of the Bakery, Cistern and Well of the Fort Griffin State Historical Site** **Albany Texas** Job # 50-13-1329	Texas Historical Commission Glenn Reed PO Box 12276 Austin Texas 78711 512.463.6387	Limbausher& Godfrey Architects, Inc. Laurie Limbaucher 2124 E. 6rh Street Austin Texas 78702 512.450.1518 **Original Architect:**	Built in 1867 Original Contract: $174,000.00 Final Contract: $208,326.50 CO- $34,326.50 Start Date; May 2013 Completion Date: December 2013 Percentage of Work Completed By Phoenix I- 100% Competitive Sealed Proposal	Selective demolition, selective salvage of building elements to be restored and reinstalled, rebuilding of masonry ovens and stabilization of load bearing walls, instillation of new gutters and downspouts, splash blocks, selective masonry repointing and instillation of new stainless steel mesh protection covers of the cistern and well.
4	**Hardeman County Courthouse Interior Restoration** ***(Phase II)*** **300 Main Street** **Quanah, TX 79252** Job # 50-13-1310	Hardeman County Hon. Judge Ronald Ingram, 300 Main St. Quanah, TX 79252 940.661.2911 hardemanjudge@att.net	ArchiTexas Architect: Susan Frocheur 2900 S. Congress #200 Austin, TX 78704 512.444.4220 sfrochuer@architexas.com **Original Architect:** RH Stuckey	Built in 1908. Phase II Interior Restoration and Renovation by Phoenix I. Original Contract: $3,244,397.00 Final Contract: $3,366,980.10 CO- $122,583.10 Start Date: January 2013 Date of Completion: April 2014 Percentage of Work Completed by Phoenix I – 70%	Metal Ceiling Restoration, Veneer Plaster, Interior Architectural Woodwork, Wood Flooring Restoration, Wood Window Restoration, Wood Door Restoration, Elevator Install, Historical Tile Repair, Restoration of Courtroom Seats, Concrete Floor Finishing, Mortar Restoration, Metal Fabrications and Furniture Restoration. Geothermal HVAC, Slate Roof.
5	**Fort Bend County Courthouse Rehabilitation** ***Phase I*** **301 Jackson Street** **Richmond, Texas 77469** Job # 50-12-1266	Fort Bend County Honorable Judge Robert Hebert 301 Jackson Street Richmond, Texas 77469 Contact Don Brady-facilities 281.633.7018 Don.Brady@co.fort-bend.tx.us	Bailey Architects Architect: Alexis McKinney 55 Waugh Dr. Suite 450 Houston, Texas 713.524.2155 **Original Architect:** CH Page	Built in 1909. Original Contract : $3,700,000.00 Final Contract: $5,173,323.78 CO-$1,473,323.78 Start Date: August 2012 Date Completion: October 2012 Percentage of work completed by Phoenix I - 60 %	Demo of 1957 addition to Courthouse, Selective Interior Demolition Including; Asbestos Abatement, Structural Steel Plates, Erosion Control, Mechanical Make Safe, Electrical Make Safe, Plumbing Make Safe.
6	**Hopkins County Courthouse Emergency Grant – Exterior Restoration and Repairs** **118 Church Street** **Sulphur Springs, TX 75482** Job # 50-11-1226	Hon Judge Chris Brown 118 Church Street P.O. Box 288 Sulphur Springs, TX 75482 903.438.4006 cbrown@hopkinscounty.org	Architexas Architect: David Chase 1907 Marilla Street, 2nd Floor Dallas, TX 75201 214.748.4561 dchase@architexas.com **Original Architect:** J Reily Gordon	Rebuilt in 1895 due to Fire. National Register of Historic Places. Original Contract: $269,900.00 Final Contract: $354,452.90 CO- $84,552.90 Start Date: March 2012 Completion Date: December 2012 Percentage of Work Completed by Phoenix I – 70%	Masonry Restoration, Plaster, Paint, Roofing, Window Restoration. Sheet Metal Repairs, Waterproofing. Partial liquid roof.

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
2004-2014

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
7	**Brazoria County Historical Museum Renovation** **100 East Cedar Angelton TX 77515** Job # 50-12-1238	Brazoria County Hon. E.J "Joe" King 111 E. Locust St., Suite 102A, Angleton, TX 77515-46742 979.864.1200 Countyjudge@brazoria-county.com	Volz & Associates Architect: Chris Hutson 1105 W. 42nd Street Austin, TX 78756 512.476.0433 chutson@volzassociates.com **Original Architect:** JA Tempest	Built in 1897. Renovated in 1915 and 1920. Original Contract: $356,000.00 Final Contract: $382,536.00 CO- $26,536.00 Start Date: March 2012 Completion Date: November 2012 Percentage of Work Completed by Phoenix I – 80%	Masonry Restoration, Window Restoration, Roofing, Paint, Structural Repairs, Plaster, Plumbing. Partial built up roof system.
8	**Sam Rayburn House Museum – Exterior Preservation** **890 State Highway 56** **Bonham, TX 75418** Job # 50-11-1202	Texas Historical Commission Glenn Reed 1511 Colorado / P.O Box 12276 Austin, TX 78711-2276 512.463.6387	Quimby McCoy Preservation, LLP. Architect: Marcel Quimby 3200 Main St. #3.6 Dallas, TX 75226 214.977.9118	Built in 1916. Original Contract: $998,000.00 Final Contract: $1,049,074.71 CO-$51,074.71 Start Date: June 2011 Completion Date: June 2012 Percentage of Work Completed by Phoenix I – 90%	5,100 SF - Complete Building Envelope Restoration Including Wood Doors and Windows, Roof and Masonry, Finish Carpentry and Metal Restoration. Shingle Roof System.
9	**Levi Jordan Plantation Stabilization and Exterior Preservation** **7234 FM 521** **Brazoria, TX 77422** Job # 50-11-1197	Texas Historical Commission Glenn Reed 1511 Colorado / PO Box 12276 Austin, TX 78711-2276 512.463.6387	Volz & Associates Architects Architect: John Volz 1105 West 42nd St. Austin, TX 78756 512.476.0433	Built in 1848. Original Contract: $936,000.00 Final Contract: $968,728.56 CO-$32,728.56 Start Date: May 2011 Completion Date: March 2012 Percentage of Work Completed by Phoenix I – 70%	3,800 SF – Stabilization of the Structure and Exterior Restoration. Complete Building Envelope Restoration and New Foundation. Includes Wood Windows, Doors Masonry, Plaster, Paint and Shake Shingle Roof. Finish Carpentry, Metal Restoration. Wood Shingle Roof.
10	**Jefferson County Courthouse-Phase I** **1149 Pearl Street** **Beaumont, TX 77701** Job # 50-10-1158	Jefferson County Hon. Judge Ronald Walker 1149 Pearl Street Beaumont, TX 77701 Owners Representative-Purchasing: Deborah Clark dsyphrett@co.jefferson.tx.us 409.835.8593	Bailey Architects Architect: Sandra Bauder 4100 South Shepard Houston, TX 77098 **Original Architect:** Fred C Stone & A Babin	Built in 1931. Original Contract: $6,686,000.00 Final Contract: $6,676,672.50 CO- $-9,327.50 Start Date: August, 2010 Completion Date: March 2012 Percentage of Work Completed by Phoenix I – 20%	184,600 SF - Complete Restoration of 100% of the Exterior Masonry, Restoration and Replacement of Historic Windows. Removed, Stripped, Repaired, Restored and Painted Historic Metal Windows, Hardware, Glazed all Metal Windows.
11	**Restoration of the Hardeman County Courthouse** ***Phase I*** **300 Main Street** **Quanah, TX 79252** Job # 50-10-1163	Hardeman County Hon. Judge Ronald Ingram, 300 Main St. Quanah, TX 79252 940.661.2911	ArchiTexas Architect: Susan Frocheur 2900 S. Congress #200 Austin, TX 78704 512.444.4220 **Original Architect:** RH Stuckey	Built in 1908. Original Contract: $2,206,000.00 Final Contract: $2,217,965.45 CO-11,965.45 Start Date: August 2010 Completion Date: September 2011 Percentage of Work Completed by Phoenix I – 70%	24,700 SF - Masonry Restoration, Brick Unit Paving, Paint, Hardware, Restoration of Exterior Trim and Sills for Windows Painted and Stained all Windows and Doors (Wood and Metal). 100% Glazing of all Historic Wood and Metal Windows.

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
2004-2014

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
12	**Women's Museum Fair Park 3800 Parry Avenue Dallas, TX 75226** Job # 50-09-1126	City of Dallas-EBS Dept. Ray Sottilare Project Manager 1500 Marilla Street, # 6BN Dallas, TX 75220 214.671.8088 Raymond.sottilare@dallascityhall.com	The Conley Group Architect: Ken Paar 5800 E. Campus Circle Suite 250 Irving, TX 75063 972.248.7676 kpaar@conleygroup.com	Built in 1910. Renovated in 1936 for Texas Centennial. Original Contract: $330,135.00 Final Contract: $408.233.30 CO- $78,098.30 Start Date: January 2010 Completion Date: December 2010 Percentage of Work Completed by Phoenix I – 100%	Masonry Restoration, Finish Carpentry Restoration (Rebuilt Wood Trim and Windows), Sheet Metal Flashing/Trim, Wood Window Restoration, Painting, Repair/Replace/Restoration of All Wood and Metal Windows and Plaster Repair and Paint. Major Re-glazing of all Wood Historic Windows.
13	**Dallas Children's Aquarium 1426 First Avenue, Fair Park, Dallas, TX 75210** Job # 50-09-1108	City of Dallas PARD Don Burns 1500 Marilla, #6FS Dallas, TX 75201 214.670.1805 Donald.burns@dallascityhall.com	Halff Associates Architect: Ric Ruiz 1201 N. Bowser Rd. Richardson, TX 75081 214.217.6607	Built in 1936 for Texas Centennial. Original Contract: $7,901,000.00 Final Contract: $9,521,028.87 CO- $1,620,028.87 Start Date: August 2009 Completion Date: September 2010 Percentage of Work Completed by Phoenix I – 30%	Masonry Restoration, Sheet Metal Flashing/Trim, Wood Door Restoration, Glazing (Extensive Historic Skylight and Historic Window Glazing), Painting, and Finish Carpentry Restoration: Removed, Restored, Patched, Dutchmanned, Repaired Main Entry Doors; Plaster Repair and Paint to Windows. Structural Steel, Stain, Paint Wood Stained. Rebuilt Historic Light Boxes, Constructed Deck and Fencing at Shark Tanks. Exterior Historic Skylight and Historic Window Glazing. Partial roof, chilled water and split system HVAC.
14	**The Power Station 3816 Commerce St. Dallas TX 75833** Job # 50-09-1121	Alden Pinnell 3709 Lexington Dallas, TX 75205 214.520.6958	Architect: Ron Womack, AIA 2400 Empire Central, Suite H Dallas, Texas 75235 214.357.5757	Built in 1920. Original Contract: $1,013,716.00 Final Contract: $875,161.21 CO- $138,554.79 Start Date: August 2009 Completion Date: May 2011 Percentage of Work Completed by Phoenix I –100%	Restored, Painted and Re-glazed all Historic Steel Windows. New MEP Systems, Drywall, Paint, Masonry Restoration, Hardware Restoration. Split system HVAC
15	**Gaines Oliphint House Restoration Milam, TX** Job # Various	Daughters of the Republic of Texas Beth McDaniel P.O. Box 655 Hemphill, TX 75948 936.635.3128	Quimby McCoy Preservation, LLP. Architect: Marcel Quimby 3200 Main St. #3.6 Dallas, TX 75226 214.977.9118	Built in 1818. Performed 2008 – 2010, Several Phases Over the Years. Final Contract: $119.986.64 Percentage of Work Completed by Phoenix I – 100%	Finish Carpentry Restoration: Repaired and/or Restored Historic Doors and Windows and Built New Doors and Shutters to Match. Performed Structural Repairs as Needed and Complete Prepping and Painting of all Wood Doors, Hardware, Windows and Trim. Wood Shingle Roof.

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
2004-2014

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
16	**Texas Discovery Gardens** **Fair Park, Dallas, TX** Job # 50-08-1073	City of Dallas PARD Raul Acosta 1500 Marilla Street, #6FS Dallas, TX 75201 214.670.1806	Oglesby Greene Architects Architect: Joe McCall 1925 San Jacinto Dallas, TX 75201 214.954.0403	Built in 1936 for Texas Centennial. Original Contract: $4,703,000.00 Final Contract: $5,597,598.00 CO-$894,598.00 Start Date: February 2008 Completion Date: July 2011 Percentage of Work Completed by Phoenix I –60%	Sheet Metal Flashing/Trim, Painting: Prepped and Painted Historic Skylights, Windows, Walls, Millwork, Plaster and Steel. Glazed Historic Windows and Skylights. Built up roof system, RTU HVAC System.
17	**Allen Heritage Village** **450 E. St. Mary's Dr.** **Allen, TX 75002** Job # 50-08-1081	City of Allen Brian Bristow 305 Century Pkwy. Allen, TX 75013 214.509.4700	Quimby McCoy Preservation, LLP. Architect: Marcel Quimby 3200 Main St. #3.6 Dallas, TX 75226 214.977.9118	Three Buildings Originally Built in 1887 and 1918. Original Contract: $474,000.00 Final Contract: $522,519.00 CO-$48,519.00 Start Date: January 2008 Completion Date: November 2008 Percentage of Work Completed by Phoenix I – 100%	Finish Carpentry Restoration, (Repaired and/or Replaced all Exterior Siding Doors and Windows on Three Buildings. Built ADA Ramps, Restored Wood Porches) Wood Window Restoration, Painting: Stripped. Prepped, Repaired and Painted the Exterior of 2 Historic Houses and 1 Historic Church Including Windows, Trim and Doors. 100% Re-glazing of Historical Wood Windows in 2 Houses and I Church, Including Windows, Trim and Floors, Hardware. Shingle Roof
18	**Leon County Courthouse Restoration** **Centerville, TX** Job # 50-06-1009	Leon County Hon. Judge Byron Ryder Farm Road 1119 Centerville, TX 75833 903.536.2331 Byron.ryder@ co.leon.tx.us	Architect Sinclair & Wright Architect: Mark Thacker 119 North Spring Tyler, TX 75702 903.595.2656 **Original Architect:** George E Dickey	Built in 1886. National Register of Historic Places, Texas Historic Landmark, Reviewed By Texas Historical Commission, Texas Historic Courthouse Original Contract: $1,802,000.00 Final Contract: $1,977,933.00 CO-$175,933.00 Start Date: May 2006 Completion Date: October 2008 Percentage of Work Completed by Phoenix I – 70%	Construction Manager: Finish Carpentry Restoration: Including: 100% Stripping/Repairing/Prepping and Painting of all Surfaces. Repaired, Rebuilt and Restored all Wood Windows and Doors, Brick Unit Paving, Floor Flashing and Trim. Re-glazed all Historic Wood Windows. Hardware and Hardware Restoration. Slate Roof, Split System HVAC

Request for Sealed Proposals
Jefferson County Courthouse
Mechanical and Safety Upgrades (Phase 5)

4. **List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures**
   - **A. Project Name, location**
   - **B. Original date of building construction, original Architect**
   - **C. Owner: Name and phone number**
   - **D. Architect: Name and phone number**
   - **E. Scope and type of work included**
   - **F. Cost of Construction: Original Budget: Final Cost: Amount of Change Orders**
   - **G. Scheduled Date of Complete; Actual Date of Completion**

See attached schedule

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
2000-2004

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
1	**Saint Roost Museum Clarendon, Texas** Job # 50-03-814	Owner- Saints' Roost Transportation Museum, Honorable Jose Aranda 610 E. Harrington St. Clarendon, TX 79226	Lynn Ramsey Architects Architect: Lynn Ramsey 601 N. Arkansas Shamrock, TX 79079 806.256.2251	Built in 1887. Original Contract: $186,600.00 Final Contract: $187,861.00 CO-$1,261.00 Start Date: September 2003 Completion Date: February 2004 Percentage of Work Completed by Phoenix I – 100%	General Contractor, Concrete, Rough Carpentry, Finish Carpentry, Restoration Doors and Wood Windows, Door and Window Hardware, Paint.
2	**Lamar County Courthouse** Job # 50-03-829	Lamar County 119 N. Main Paris, TX 75460	Harrison, Walker and Harper 222 E. Hickory, Paris, TX 75460 **Original Architect:** Sanguinet & Staats With W Barry & Smith	Built in 1917. Original Contract: $512,340.00 Final Contract: $1,565,298.60 CO-$1,052,958.60 Start Date: October 2003 Completion: November 2005 Percentage of Work Completed by Phoenix I – 24%	Window Hardware, Rough Carpentry, Millwork, Wood Window Restoration, Paint and Stain Window Sashes, Hardware Restoration, Re-plate Historic Hardware, Paint.
3	**Restoration of the Wheeler County Courthouse Interior and Exterior Restoration** Job # 50-03-805	Wheeler County Honorable Jerry Dan Hefley 410 Main Street Wheeler, TX 79096	Wharry Engineering Architect: Forrest Whitescarver 316 B-North Glenbrook Garland, TX 75040 Lyman Labry **Original Architect:** EH Eades	Built in 1888. National Register of Historic Places, Texas Historic Landmark, Reviewed by Texas Historical Commission, Texas Historic Courthouse Original Contract: $4,100,000.00 Final Contract: $4,010,559.99 CO- $-89,440.01 Start Date: August 2003 Completion Date: December 2004 Percentage of Work Completed by Phoenix I – 42%	General Contractor Interior and Exterior Restoration, Replace Metal Ceilings, Masonry Restoration, Cast Stone Cleaning, Rough Carpentry and Finish Carpentry, Rehabilitation of Steel Windows, Acoustical Plaster, Door and Window Hardware, Paint, Hardware Restoration. Built up roof system, HVAC.
4	**Val Verde County Courthouse Exterior and Interior Restoration** Job # 50-03-781	Val Verde County 400 Pecan Street Del Rio Texas	Volz and Associates Architect: Chris Hutson 1105 W. 42nd Austin, TX 78756 **Original Architect:** Larmour & Watson	Built in 1915. National Register of Historic Places. Texas Historic Courthouse. Original Contract: $1,342,200.00 Final Contract: $1,632,448.00 CO-$290,248.00 Start Date: June 2003 Completion Date: October 2004 Percentage of Work Completed by Phoenix I – 100%	Complete Window Restoration, Fabricate New Stone, Fabricate Portico Stone, Structural Steel, Finish Carpentry, Sheet Metal, Restoration of Wood Floors, Paint.

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
2000-2004

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
5	Cameron County Courthouse, (Dancy Building) Brownsville, TX Job # 50-03-771	Cameron County 1150 E. Madison St. Brownsville, TX 956.574.8184	Roberto Ruiz Architects Architect: Roberto Ruiz 615 Tandy Road Brownsville, TX 78520 956.350.9195 **Original Architect:** Atlee B Ayres	Built in 1912. Reviewed by the Texas Historical Commission, National Register of Historic Places, Texas Historic Landmark. Original Contract: $315,121.00 Final Contract: $315,121.00 Start Date: May 2003 Completion Date: August 2003 Percentage of Work Completed by Phoenix I – 100%	General Contractor, Exterior Restoration Selective Demolition; Asbestos Abatement, Lead Abatement, Mechanical and Electrical Demolition.
6	**Exterior Restoration of the Opal Lawrence Homestead Mesquite, Texas** Job # 50-02-710	City of Mesquite Charlene Orr, 972.216.6468	Architect Preservation, LLP. Architect: Marcel Quimby 3022 Main St, #3.6 Dallas, TX 75226 214.343.0011	Built in 1874. Original Contract: $385,372.00 Final Contract: $415,640.00 CO-$30,268.00 Start Date: December 2002 Completion Date: August 2003 Percentage of Work Completed by Phoenix I – 100%	General Contractor, Exterior Restoration Wood Door Restoration, Rough Carpentry, Finish Carpentry, Wood Window Restoration, Hardware.
7	**Restoration of the Shamrock Tower/ U Drop In Shamrock, Texas** Job # 50-02-650	City of Shamrock, David Rushing, 806.256.2516 City of Shamrock, Johnny Rhodes, 806.256.5137 Texas Department of Transportation	PSA Architect: Tom Shaw 214.692.6115 ArchiTexas-Preservation Architect Nancy McCoy	Originally Built in 1936. National Historic Route 66 Federation Original Contract: $1,362,588. Final Contract: $1,362,588.00 Start Date: October 2002 Completion Date: August 2003 Percentage of Work Completed by Phoenix I – 90%	Complete Restoration Plaster Restoration, Masonry Restoration, Ornamental Metal Restoration, Rough Carpentry, Finish Carpentry, Wood Door Restoration, Window and Hardware Restoration. Built up roof system. Split system HVAC.
8	**Burnet County Courthouse Burnet, Texas** Job # 50-02-624	Burnet County Judge Martin McLean 220 S. Pierce Street Burnet, TX 78611 512.756.5420	1113 Architects Architect: Karalei Nunn 807 S. Rock Georgetown, TX 78626 512.869.1104 **Original Architect:** Willis Environmental Engineering	Built in 1936. National Register of Historic Places Original Contract: $1,680,800.00 Final Contract: $1,660,320.00 CO- $-20,480.00 Start Date: June 2002 Completion Date: April 2003 Percentage of Work Completed by Phoenix I – 70%	General Contractor Interior Restoration Ornamental Metals, Masonry Repair, Built-Up Roof, Plaster Repair, Window Repair, Paint, Aluminum Storefront

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
2000-2004

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
9	**Parker County Courthouse Weatherford, Texas** Job # 50-02-625	Parker County Judge Mark Riley, 817.599.5607	Cauble, Hoskins, and Loose, Architect: Fred Cauble 555 S. Summit Avenue Ft. Worth, TX 76104 817.336.6008 **Original Architect:** WC Dodson	Built in 1885. National Register of Historic Places Texas Historic Landmark Reviewed By Texas Historical Commission, Texas Historic Courthouse Original Contract: $3,296,000.00 Final Contract: $4,374,271.52 CO-$1,078,271.52 Start Date: May 2002 Completion Date: March 2004 Percentage of Work Completed by Phoenix I - 58%	Interior Restoration: Plumbing, Masonry Restoration, Door Hardware, Metal Ceiling, Waterproofing, Rough Carpentry, Finish Carpentry, Wood Floors, Plaster, Paint, HVAC, Hardware Replication, Door Restoration. HVAC
10	**Restoration of the San Jacinto Monument LaPorte, Texas** Job # 50-01-556	Texas Parks & Wildlife Department, Jim Bigger, Proj. Mgr (Retired); Joe Austin, Inspector, 956.584.9156 Ext 233	Wiss, Janney, Elstner, Architect: Jeff Koerber, Project Architect 312.372.0555	Built in 1939. Original Contract: $1,688,000.00 Final Contract: $1,688,000.00 Start Date: February 2002 Completion Date: August 2003 Percentage of Work Completed by Phoenix I – 34%	General Contractor, Exterior Restoration, Masonry Restoration, Roofing, Waterproofing, Copper Drains. Built up roof system.
11	**Lampasas County Courthouse** Job # 50-01-557	Lampasas County Judge Virgil Lilley S. 401 Live Oak Lampasas, TX 76550 512.556.8271	Komatsu Architecture Architect: Gordon Marchant 550 Bailey Avenue, Suite 102 Ft. Worth, TX 76107 817.332.1914 **Original Architect:** WC Dodson	Built in 1883. National Register of Historic Places, Texas Historic Courthouse Original Contract: $3,025,600.00 Final Contract: $3,934,400.00 CO- $908,800.00 Start Date: December 2001 Completion Date: February 2004 Percentage of Work Completed by Phoenix I - 46%	Complete Restoration Stone Restoration, Structural and Ornamental Steel Restoration, Finish Carpentry, Mill Work, Rough Carpentry, Wood Window Restoration, Repair and Replace Wood Flooring, Paint, Hardware, Plaster, Paint. Chilled Water HVAC, and built up Roof System.
12	**Ft. Davis Tourist and Welcome Center**	Jeff Davis County Kim Shelton Hwy 18 & Courts Street Fort Davis, TX 79734 512.389.4800	The Williams Company Architect: Kim Williams 512.346.8546 or Lyman Labry	Built in 1880. Original Contract: $628,140.00 Final Contract: $425,490.00 CO-$-202,650.00 Start Date: November 2001 Completion Date- May 2002 Percentage of Work Completed by Phoenix I – 100%	Complete Restoration, Including Historical Demolition Masonry, Rough Carpentry, Finish Carpentry, Painting. Split system HVAC.

Jefferson County Courthouse Phase 5
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Partial List of Historic Preservation and Restoration Projects
2000-2004

	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
13	**Newton County Courthouse Newton, Texas** Job # 50-01-507	Newton County 109 Court Street Newton, TX 75966 409.379.55691	Wharry Engineering Architect: Ralph Wharry 316 N. Glenbrook Garland, TX 75040 972.272.4116 **Original Architect:** Martin & Moody	Built in 1902. National Register of Historic Places, Texas Historic Landmark, Reviewed By Texas Historical Commission, Texas Historic Courthouse Original Contract: $479,600.00 Final Contract: $466,365.00 CO- $-13,235.00 Start Date: July 2001 Completion Date: February 2001 Percentage of Work Completed by Phoenix I – 100%	Fire Damage Stabilization and Plaster/Masonry Repairs, Historical Demolition, Structural Steel, Wood Flooring, Painting Shingle Roof.
14	**Llano County Courthouse** Job # 50-01-505	Llano County 1447 East Street, Hwy 71 Llano, TX 915.247.7730	Volz and Associates Architect: Tere O'Connell 1105 W. 42nd St. Austin, TX 78756 512.476.0433 **Original Architect:** Jacob Laumor & AO Watson	Built in 1892. National Register of Historic Places, Texas Historic Landmark, Reviewed By Texas Historical Commission, Texas Historic Courthouse. Original Contract: $3,311,036.00 Final Contract: $3,150,185.00 CO-$-160,850.40 Start Date: June 2001 Completion Date: September 2002 Percentage of Work Completed by Phoenix I – 60%	Complete Restoration Rough Carpentry, Finish Carpentry, Plaster Restoration, Metal Ceiling Install, Painting Architectural Metal Roof,, HVAC.
15	**Ellis County Courthouse Waxahachie Texas** **Job # 50-01-494**	Ellis County	Thomas S. Byrne P.O.Box 1059 Waxahachie, TX 75168 **Original Architect:** J Riely Gordon	Built in 1896. Original Contract: $361,968.00 Final Contract: $370,347.00 CO-$8,379.00 Start Date: April 2001 Completion Date: May 2002 Percentage of Work Performed by Phoenix I – 50%	Concrete, Plaster Patching, Veneer Plaster, New Plaster Ceiling, Paint.

Jefferson County Courthouse Phase 5
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Partial List of Historic Preservation and Restoration Projects
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	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
16	**Red River County Courthouse Clarksville, Texas** **Job # 50-01-465**	Red River County	Harrison, Walker and Harper 222 E. Hickory Paris, TX 75460 **Original Architect:** William H Wilson	Built in 1884. Listed on the National Register of Historic Places Original Contract: $263,602.00 Final Contract: $271,438.98 CO- $7,836.98 Start Date: March 2001 Completion Date: December 2001 Percentage of Work Completed by Phoenix I – 100%	Structural Steel
17	**Presidio County Courthouse Marfa, Texas** **Job # 50-00-445**	Presidio County Judge Jerry Agan 915.729.4452	The Williams Company (no longer in business) **Original Architect:** James H Britton	Built in 1887. National Register of Historic Places, Texas Historic Landmark, Reviewed by the Texas Historical Commission, Texas Historic Courthouse Original Contract: $2,276,188.00 Final Contract: $2,356,157.00 CO- $79,969.00 Start Date: December 2000 Completion Date: January 2002 Percentage of Work Completed by Phoenix I – 76%	Selective Demolition, Flooring, Concrete, Masonry Restoration, Rough Carpentry, Finish Carpentry, Millwork, Roof Repairs, Plaster Restoration, Coatings, Paint, Hardware, Doors, Windows. Architectural Metal Ceilings, CW System, HVAC.
18	**Restoration of the Shackelford County Courthouse Albany, Texas** Job # 50-00-430	Shackelford County, Texas Judge Ross Montgomery 840 Gregg St. Albany, TX 76430 915.762.2232	The Williams Company Architect: Jason Jennings 512.346.8546 Texas Historical Commission Contact: Lyman Labry **Original Architect:** James E Flanders	Built in 1883. National Register of Historic Places, Reviewed By Texas Historical Commission, Texas Historic Courthouse. Original Contract: $1,770,420.00 Final Contract: $1,819,266.00 CO- $48,846.00 Start Date: November 2000 Completion Date: June 2001 Percentage of Work Completed by Phoenix I – 56%	Complete Restoration, Historical Masonry, Historic Metals, Rough Carpentry, Historical Millwork, Plaster Restoration, Wood Flooring, Painting, Ceramic Tile. Built up roof system, HVAC.

Jefferson County Courthouse Phase 5
Mechanical and Safety Upgrades
Partial List of Historic Preservation and Restoration Projects
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	PROJECT NAME/ LOCATION	OWNER	ARCHITECT	JOB INFORMATION	PERTINENT SCOPE OF WORK
19	**Restoration of the Gray County Courthouse Pampa, Texas** Job # 50-01-510	Gray County, Texas, Judge Richard Peet 205 N. Russell Pampa, TX 79226 806.669.8004	ArchiTexas Architect: Larry Irsik 415 S. Congress Ave. #200 Austin, TX 78701 512.478.7520 **Original Architect:** William R Kaufman	Built in 1928. National Register of Historic Places, Reviewed By Texas Historical Commission, Texas Historic Courthouse. Original Contract: $145,410.00 Final Contract: $159,367.00 CO- $13,957.00 Start Date: November 2000 Completion Date: October 2001 Percentage of Work Completed by Phoenix I – 64%	Exterior Masonry Restoration, Structural Steel, Rough Carpentry, Finish Carpentry, Plaster Restoration, Ornamental Plaster, Painting, Hardware and Hardware Restoration. Built up roof system, HVAC.
20	**Old Santa Fe Railroad Depot Renovations Hale County, Texas** **Job # 50-00-386**	TX Dot, Executive Director for State of Texas Contact Ted Moore P.O. Box 771 Lubbock, TX 79408 805.748.4432	Arch/Engineer W. Scott Schellhase, Compliance Service Group 7619 University Lubbock, TX 806.748.0040	Built in 1909. Original Contract: $59,400.00 Final Contract: $72,346.00 Start Date: June 2000 Completion Date: January 2001 Percentage of Work Completed by Phoenix I – 100%	General Contractor Exterior ADA Ramp and Handrails, Paint, Wood Restoration, Hardware. Split System HVAC.

Request for Sealed Proposals
Jefferson County Courthouse
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5. **List pending or settled litigation arising on any of the above projects and nature for cause for action.**

   None

Phoenix I Restoration and Construction, Ltd.
14032 Distribution Way, Farmers Branch, Texas 75234 ● 214-902-0111 ● 214-904-9635 (Fax)

Request for Sealed Proposals
Jefferson County Courthouse
Mechanical and Safety Upgrades (Phase 5)

6. **List trades directly employed by firm to be used on this project.**
   - **A. Masonry Restoration**
   - **B. Painting**
   - **C. Plaster**
   - **D. Selective Demolition**

Request for Sealed Proposals
Jefferson County Courthouse
Mechanical and Safety Upgrades (Phase 5)

7. **List of primary subcontractors with names and addresses proposed for this project. Subcontractors must also be pre-qualified before Contract is Awarded. See Subcontractor Qualification Statement. Subcontractor Qualification Statements must be provided by following:**

   A. **Masonry Rehabilitation Subcontractor –** ***Phoenix I Restoration and Construction, Ltd.***

   B. **Carpentry/Wood Rehabilitation Subcontractor –** ***Restorhaus***

   C. Windows Subcontractor – ***Restorhaus***

   D. Fire Alarm Subcontractor – ***Advanced Systems Alarm Services***

   E. **Mechanical Subcontractor –** ***ETC-Environmental Techniques Corporation***

   F. Fire Sprinkler Subcontractor – ***Coastal Sprinkler Co., Inc.***

DOCUMENT 00 4980 - SUBCONTRACTOR QUALIFICATION STATEMENT

Following form must be submitted with Bid Form from the Masonry Rehabilitation Subcontractor, the Carpentry/Wood Rehabilitation Subcontractor, the Windows Subcontractor, Fire Alarm Subcontractor, Mechanical Subcontractor, Fire Sprinkler Subcontractor.

Provide all information requested. Use additional sheets as necessary. Form may be duplicated on separate sheets.

1. Firm information:
   a. Name.
   b. Address.
   c. Phone.
   d. Fax.
   e. E-mail, web site.
   f. Principals/Partners.
   g. Date firm started.
   h. Bonding capacity, name and address of agent.
   i. Insurance coverage, name and address of agent, copy of policy limits.

2. Project team: Provide resume for each person listed.
   a. Principal in Charge.
   b. Project Manager.
   c. Estimator.
   d. Superintendent.

3. List all historic preservation projects (restoration, rehabilitation, or stabilization) for buildings over 50 years old completed within the last ten (10) years.
   a. Project Name, location.
   b. Original date of building construction, original Architect.
   c. Owner: Name, phone number.
   d. Architect: Name, phone number.
   e. Scope and type of work included.

4. List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures.
   a. Project Name, location.
   b. Original date of building construction, original Architect.
   c. Owner: Name, phone number.
   d. Architect: Name, phone number.
   e. Scope and type of work included.

End of Document 00 4980

Phoenix I Restoration and Construction, Ltd.

Qualifications

Carpentry/Wood Rehabilitation Subcontractor

Windows Subcontractor

Restoration and Renovation of the Navarro County Courthouse

Subcontractor's Qualification Statement

Certificate of Insurance is to be submitted with this Qualification Statement

"Project Experience List"

Name of Subcontracting Firm: Restorhaus, LP

Scope of work: Millwork and Windows Spec.Section: 08590

Preparer's Name: Rose Brannon Title: Office Manager

Address: 4501 Private Road 6310 - Lubbock, TX 79415

Telephone: 806.687.4787 Fax: 1.806.214.0221

E-Mail: rbrannon@restorhaus.com Web Site: _____

Principals / Partners: Richard Obenhaus - President

Date Firm Started: 1988 Bonding Capacity: _____

Name and Address of Insurance Agent : Bill Mason - 12221 Merit Dr. Suite 1010, Dallas, Tx 75251

Telephone: 214.221.8300 Fax: 214.724.5674

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Please include any marketing material, project photos, etc. that will enhance your company's qualifications.

PROJECT ONE:

Name of project and location: Joule Hotel Expansion - Dallas, TX

Type of Building: Hotel Restoration Size: _____ sf Age of Bldg: 1915

Year completed: 2013 Duration of Project: 10/2011 - 06/2013 Final Cost: $ 1,610,624

Owner name, address, phone number and e mail: 1600 Main Street Holdings, LP
2711 N Haskell, Ste 280, Dallas, TX 75204 -

Architect name, address, phone number and email: Architexas
1907 Marilla St, 2nd Flor, Dallas, TX 75201 - 214.748.4561 - bburris@architexas.com

General Contractor's name, address, phone number and email: Balfour Beatty Construction, LLC
3100 McKinnon, 7th Floor, Dallas, TX 75201 - 214.741.1664 - MErikson@Balfourbeattyus.com

PROJECT TWO:

Name of project and location: Harris County Courthouse - Houston, TX

Type of Building: National Registry Courthouse Size: _____ sf Age of Bldg: 1910

Year completed: 2011 Duration of Project: 04/2009-06/2011 Final Cost: $ 2,165,374

Owner name, address, phone number and e mail: Harris County, Texas
1001 Preston, Houston, TX 77002 - 713.755.4000 - judge.emmett@cjo.hctx.net

Architect name, address, phone number and email: ArchiTexas
2900 S Congress Ave #200, Austin, Tx 78704 - 512.444.4220 - sfrocheur@architexas.com

General Contractor's name, address, phone number and email: Vaughn Construction
10355 Westpark Drive, Houston, TX 77042 - 713.984.4087 - cbroussard@vaughnconstruction.com

PROJECT THREE:

Name of project and location: Colorado County Courthouse - Columbus, TX

Type of Building: National Registry Courthouse Size: _____ sf Age of Bldg: 1909

Year completed: 2012 Duration of Project: 09/2010 - 03/2012 Final Cost: $ 594,300

Owner name, address, phone number and e mail: Colorado County, TX
400 Spring Street, PO Box 236, Columbus, TX 78934 - 979.732.2604 - ty.prause@co.colorado.tx.us

Architect name, address, phone number and email: Volz & Associates
1155 W 42nd St, Austin, TX 78756 - 512.476.0433 - tchutson@volzassociates.com

General Contractor's name, address, phone number and email: Drymalla Construction
PO Box 698, Columbus, TX 78934 - 979.732.5731 - bobby@drymalla.com

PROJECT FOUR:

Name of project and location: Comal County Courthouse - New Braunfels, TX

Type of Building: National RegistryCourthouse Size: _____ sf Age of Bldg: 1898

Year completed: 2013 Duration of Project: 07/2011 - 06/2013 Final Cost: $ 873,788

Owner name, address, phone number and e mail: Comal County, TX
1297 Church Hill, New Braunfels, TX 78130 - 830.221.1100 - contact18@co.comal.tx.us

Architect name, address, phone number and email: Volz & Associates
1155 W 42nd St, Austin, TX 78756 - 512.476.0433 - toconnell@volzassociates.com

General Contractor's name, address, phone number and email: RBR Construction, Inc
PO Box 550, Weatherford, TX 76086 - 817.341.1467 - BWyman@rbrconstruction.com

PROJECT FIVE:

Name of project and location: White Rock Control Center - Dallas, TX

Type of Building: Commercial Size: _____ sf Age of Bldg: 1911

Year completed: 2013 Duration of Project: 07/2012 - 06/2013 Final Cost: $ 302,057

Owner name, address, phone number and e mail: City of Dallas Water Utilites
2121 Main St, Ste 400, Dallas, TX 75201 - 214.948.4560 - sandrakindler@dallascityhall.org

Architect name, address, phone number and email: HALFF -
1201 Bowser, Richardson, TX 75081 - 214.346.6200 - aterrell@halff.com

General Contractor's name, address, phone number and email: Chamberlin Dallas, LLC -
2346 Glenda Lane, Dallas, TX 75229 -214.273.9110 - rgrigsby@cwrsi.com

List other project experience of a similar nature involving projects of similar scope and size:

Other Projects:

Name of project and location: Texas Governor's Mansion - Austin, TX

Type of Building: National Registry Building Size: _____ sf Age of Bldg: 1856

Year completed: 2012 Duration of Project: 12/2010 - 07/2012 Final Cost: $ 380,715

Owner name, address, phone number and e mail: Texas State Preservation Board
210 E 14th St, Austin, TX 78701 - 512.463.5495 - tspb.accounting@tspb.state.tx.us

Architect name, address, phone number and email: Volz & Associates
1155 W 42nd St, Austin, TX 78756 - 512.476.0433 - toconnell@volzassociates.com

General Contractor's name, address, phone number and email: White Construction
2705 Bee Cave Road, Suite 250, Austin, TX 78746 - 512.320.1582 - duancec@whiteconst.com

Other Projects:

Name of project and location: Jefferson County Courthouse - Beaumont, TX

Type of Building: National Registry Courthouse Size: _____ sf Age of Bldg: 1931

Year completed: 2012 Duration of Project: 11/2010 - 01/2012 Final Cost: $ 673,973

Owner name, address, phone number and e mail: Jefferson County
1149 Pearl St, Beaumont, TX 77700 - 409.835.8400 - jbranick@co.jefferson.tx.us

Architect name, address, phone number and email: Bailey Architects
55 Waugh Drive, Suite 450, Houston, TX 77007 - 713.524.2155 - SandraB@baileyarchitects.com

General Contractor's name, address, phone number and email: Phoenix 1 Restoration
14032 Distribution Way, Farmers Branch, TX 75234 - dsellers@phoenix1.org

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Other Projects:

Name of project and location: Our Lady of Guadalupe Catholic Church - Austin, TX

Type of Building: Church Size: _____ sf Age of Bldg: 1926

Year completed: 2013 Duration of Project: 02/2013 - 05/2013 Final Cost: $ 65,860

Owner name, address, phone number and e mail: Roman Catholic Diocese of Austin
6225 Hwy 290 East, Austin TX 78723 - 512.949.2400 - website@austindiocese.org

Architect name, address, phone number and email: Heimsath Architects
2108 E.M. Franklin Ave, Austin, TX 78723 - 512.478.1621 - sandy@heimsath.com

General Contractor's name, address, phone number and email: Braun & Butler Construction, Inc
8130 North Lamar Blvd, Austin, TX 78753 - 512.837.2882 - MEllis@braun-butler.com

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Restorhaus, LP

4501 Private Road 6310
Lubbock, TX 79415
Office: (806)687-4787 Fax: 1-(806)214-0221

20+ years in historic restoration, including state historic restorations throughout the state of Texas. Providing superior installation and quality craftsmanship in new and existing wood windows, fixed seating, wood flooring, hardware, wood doors, custom millwork, and rough carpentry.

Experience

Restoration of Properties Listed on the National Registry of Historic Places

Burnett County Courthouse Burnett, TX
date of construction: 1937 architect: Willis Environmental Engineering
owner: Burnett County
restoration architect Eleven Thirteen Architects
scope: new and refurbish cabinets

Colorado County Courthouse Columbus, TX
date of construction: 1891/1909 architect:
owner: Colorado County
restoration architect Volz & Associates Chris Hutson
scope: demolition, new wood windows to match historic, refurbish windows, wood flooring, wood door restoration, new historic wood doors, hardware, rough carpentry, reconstruction of historic tower, fixed seating

Comal County Courthouse New Braunfels, TX
date of construction: 1898 architect:
owner: Comal County
restoration architect Volz & Associates Chris Hutson
scope: demolition, new wood windows to match historic, refurbish windows, wood flooring, wood door restoration, new historic wood doors, hardware, rough carpentry, fixed seating, finish carpentry

Dallas County Courthouse "OLD RED" Dallas, TX
date of construction: 1892 architect:
owner: Dallas County
scope: new millwork, new wood doors, hardware installation

Donley County Courthouse Clarendon, TX
date of construction: 1894 architect: Bulger & Rapp
owner: Donley County
restoration architect Volz & Assoc Chris Hutson
scope: demolition, new wood windows to match historic, refurbish windows, wood flooring, wood door restoration, new historic wood doors, hardware, rough carpentry, reconstruction of historic tower, fixed seating, finish carpentry

Fort Bend County Courthouse Richmond, TX
date of construction: 1908, architect: Page, C.H. & Bros.
owner: Fort Bend County
restoration architect Bailey Architects
scope: salvage millwork

Gethsemane Lutheran Church Austin, TX
date of construction: 1882, architect:
owner:
scope: wood window restoration, new historic wood windows, restoration of bell tower

Gray County Courthouse Pampa, TX
date of construction: 1928, architect: W. R. Kaufman
owner: Gray County
restoration architect ArchiTexas Larry Irsik
scope: wood door restoration, new historic wood doors, millwork/cabinets, hardware

Harris County Courthouse Houston, TX
date of construction: 1910, architect: Lang, Witchell & Barglebaugh
owner: Harris County
restoration architect: ArchiTexas Susan Frocheur
scope: new wood windows to match historic, steel window restoration, paint, finish, new marble/wood toilet partitions to match historic

Jeff Davis County Courthouse Fort Davis, TX
date of construction: 1910, architect: L L Thurman
owner: Jeff Davis County
restoration architect Glenn Reed
scope: demo, rough carpentry, finish carpentry, millwork, wood floors, glazing, windows, doors, hardware, courtroom seating.

Jefferson County Courthouse Beaumont, TX
date of construction: 1909, architect:
owner: Jefferson County
restoration architect: Bailey Architects
scope: demo, rough carpentry, finish carpentry, millwork, wood floors, glazing, windows, doors, hardware, courtroom seating.

Lampasas County Courthouse Lampasas, TX
date of construction: 1883, architect: W. C. Dodson
owner: Lampasas County
restoration architect Komatsu Gordon Marchant
scope: demolition, rough carpentry, new wood windows to match historic, refurbish windows, wood door restoration, new historic wood doors, wood flooring, millwork/cabinets, hardware, fixed seating, finish carpentry.

Lee County Courthouse Giddings, TX
date of construction: 1897, architect: J. Riely Gordon
owner: Lee County
restoration architect Rabe & Partners Dale Rabe
scope: rough carpentry, new wood windows to match historic, refurbish windows, hardware.

Llano County Courthouse Llano, TX
date of construction: 1892, architect: A. O. Watson & Jacob Larmour
owner: Llano County
restoration architect Volz & Assoc Tere O'Connell
scope: demolition, new wood windows to match historic, refurbish windows, wood door restoration, wood flooring, millwork/cabinets, finish carpentry, hardware, fixed seating

Maverick County Courthouse Eagle Pass, TX
Restoration of Courthouse listed on the National Registry of Historic Places
date of construction: 1885, architect: Wahrenberger & Beckman
owner: Maverick County
restoration architect Ford, Powell & Carson Carolyn Peterson
scope: demolition, rough carpentry, new wood windows to match historic, refurbish windows, wood door restoration, new historic wood doors, wood flooring, millwork, cabinets, hardware, finish carpentry, fixed seating, paint, stain.

McCulloch County Courthouse Brady, TX
Owner: McCulloch County
restoration architect: Glenn Reed
scope: demo, rough carpentry, finish carpentry, millwork, wood floors, glazing, restore and new wood windows, doors, hardware

Milam County Courthouse Cameron, TX
date of construction: 1892
restoration architect: Glenn Reed
scope: new courtroom seating to match historic

Neill Cochran House Austin, TX
owner: National Society of the Colonial Dames of America in the State of Texas
restoration architect: Volz & Assoc Tere O'Connell
scope: complete wood window restoration and finish, new wood windows, interior painting

Opal Lawrence Homestead Mesquite, TX
owner: city of Mesquite
restoration architect: Marcel Quimby
scope: complete wood window restoration and finish, new wood windows, restoration of historic wood doors, hardware

Parker County Courthouse Weatherford, TX
date of construction: 1885, architect: Dodson & Dudley
owner: Parker County
restoration architect: CH&L
scope: hardware

Potter County Courthouse Amarillo, TX
date of construction: 1932, architect:
owner: Potter County
restoration architect: ArchiTexas Larry Irsik
scope: new wood windows to match historic, refurbish windows, wood door restoration, millwork, finish carpentry,

Presidio County Courthouse Marfa, TX
date of construction: 1886, architect: Alfred Giles
owner: Presidio County
restoration architect Jason Jennings
scope: new wood windows to match historic, refurbish windows, wood door restoration, millwork, finish carpentry, hardware

Roberts County Courthouse Miami, TX
date of construction: 1913, architect:
owner: Roberts County
restoration architect: Preservation Assoc Mike Peters
scope: doors, storm windows, cabinets, furnishings, hardware

Tarrant County Courthouse Ft Worth, TX
date of construction: 1893
scope: new wood doors and finish to match historic, hardware

Texas Governor's Mansion Austin, TX
date of construction: 1856
owner: Texas State Preservation Board
restoration architect Volz & Assoc Tere O'Connell
scope: complete wood window restoration and finish, new wood windows, blinds

Texas State Capitol Austin, TX
date of construction: 1888 Architect Elijah E Myers
scope: repair of historic wood windows

Val Verde County Courthouse Del Rio, TX
Restoration of Courthouse listed on the National Registry of Historic Places
date of construction: 1887, architect: Larmour & Watson
owner: Val Verde County
restoration architect Volz & Associates Chris Hutson
scope: new wood windows to match historic, refurbish windows, wood flooring, millwork, finish carpentry, restore wood doors, hardware, paint, stain.

Wheeler County Courthouse Wheeler, TX
date of construction: 1925, architect:
owner: Wheeler County
restoration architect Wharry Engineering Forrest Whitescarver
scope: rough carpentry, refurbish steel windows, wood door restoration, new historic wood doors, millwork/cabinets, hardware, wood flooring, finish carpentry, fixed seating, paint.

Restoration of Other Historic Properties

Ancient Oaks Bastrop, TX
date of construction: 1856
owner: private
restoration architect Volz & Assoc John Volz
scope: restoration of plantation house and new addition

Collin County Courthouse McKinney, TX
date of construction: 1874, 1927 architect: Charles Wheeler
owner: City of McKinney
restoration architect: ArchiTexas Darla Vaughan
scope: wood & steel window restoration, paint, finish

Hardeman County Courthouse Quanah, TX
date of construction: architect: Charles Wheeler
owner: Hardeman County
restoration architect: ArchiTexas Susan Frocheur
scope: wood & steel window restoration, paint, finish

Guinn School Ft. Worth, TX
date of construction: 1917
owner: City of Ft. Worth
restoration architect Komatsu Gordan Marchant
scope: restore and finish existing historic doors and windows

Lamar County Courthouse Paris, TX
date of construction: 1917, architect: Barry & Smith, Sanguinet & Staats
owner: Lamar County
restoration architect: ArchiTexas Carrie Zaboroski

scope: new wood windows, new doors, historic doors, standing & running trim, cabinets, paint, finish.

LBJ Library — Austin, TX
owner: University of Texas
restoration architect: ArchiTexas Larry Irsit
scope: restore and finish existing historic doors and hardware

Levi Jordan Plantation — Brazoria County, TX
date of construction: 1848
owner: Texas Historical Commission
restoration architect Volz & Assoc John Volz
scope: restoration of plantation house and new addition

Mason County Courthouse — Mason, TX
scope: restore and finish existing historic doors and hardware

Old Parkland Hospital — Dallas, TX
date of construction: 1913
owner: Crow Holdings
restoration architect: Benson Hlavaty Dean Saadallah
scope: new wood windows to match historic, exterior doors

Randal County Courthouse — Canyon, TX
date of construction: , architect:
owner: Randal County
restoration architect: TWC
scope: new wood windows, new doors, historic doors, trim, cabinets, paint, finish

Slaton Harvey House — Slaton, TX
Restoration of Historic Harvey House
date of construction: 1912,
restoration architect Keystone A J Garza
scope: demolition, rough carpentry, new wood windows to match historic, refurbish windows, millwork/cabinets, hardware.

Tarrytown Methodist Church — Austin, TX
date of construction:
restoration architect: TWC
scope: complete wood window restoration and finish, new wood windows,

University of Texas, Garrison Hall — Austin, TX
date of construction: 1926
owner: University of Texas
restoration architect ArchiTexas Larry Irsik
scope: complete wood window restoration and finish, new wood windows, restoration of historic wood doors, restoration of cornice

University of Texas, Hargis Hall — Austin, TX
date of construction: 1926
owner: University of Texas
restoration architect ArchiTexas Larry Irsik
scope: complete wood window restoration and finish, new wood windows

University United Methodist Church — Austin, TX
date of construction:

restoration architect: Heimsath Sandy Stone
scope: complete wood window restoration and finish, new wood windows

Updates / Adaptive Reuse

Carrollton Bank — Carrollton, TX
scope: new wood windows, doors to match historic

Ft Davis Visitor Center — Ft Davis, TX
owner: City of Ft Davis
restoration architect Glenn Reed
scope: custom doors, windows, cabinets

Interurban Building — Dallas, TX
adaptive reuse
date of construction: 1916
scope: New wood windows & store fronts to match historic, ornamental carvings, exterior doors

Lake Cliff Tower — Dallas, TX
date of construction: 1928
scope: limited wood window restoration, new wood windows, restoration of historic wood doors.

U.S. Post Office — Eureka Springs, AR
restoration architect Wharry Engineering Forrest Whitescarver
scope: new millwork to match historic

Architect References

ArchiTexas
3601 S Congress
Austin, TX 78704
512-444-4220
Larry Irsik, Susan Frocheur

Wharry Engineering
316 North Glenbrook
Garland, TX 75040
972-272-4116
Forrest Whitescarver

Volz & Associates
1105 West 42nd street
Austin, TX 78756
512-476-0433
John Volz, Chris Hutson, Tere O'Connell

Texas Historical Commission
108 W 16th
Second Floor
Austin, TX 78701
512-463-5860
Glenn Reed

Bauhaus

Richard Obenhaus
4826 16th Street
Lubbock, Texas 79416
(806) 787-7206 mobile
(806) 797-5360 office

Presidio County Courthouse Marfa, Texas Owner: Presidio County Contact: Judge Jerry Agan, 915/729-4452 General Contractor: Phoenix I Restoration and Construction, Ltd. Contact: Alan Odom, 214/902-0111 Project Description: Millwork, Door and Window Restoration and Finish Carpentry	**Llano County Courthouse** Llano, Texas Owner: Llano County Contact: Judge J.P. Dodgen, 915/247-7730 General Contractor: Phoenix I Restoration and Construction, Ltd Contact: Keith Nichols, 214/902-0111 Project Description: Millwork, Door and Window Restoration and Finish Carpentry
Hale Center Santa Fe Depot Historical Renovation/Exterior Restoration Owner: Texas Department of Transportation Contact: Ted Moore, 805/748-4432 General Contractor: Phoenix I Restoration and Construction, Ltd. Contact: Roy Parr, 214/902-0111 Project Description: Millwork, Door and Window Restoration and Finish Carpentry	**Slaton Harvey House** Slaton, Texas Owner: City of Slaton Contact: Mitch Grant, 806/828-2000 General Contractor: Phoenix I Restoration and Construction, Ltd. Contact: Stephen Dodge, 214/902-0111 Project Description: Millwork, Door and Window Restoration and Finish Carpentry
Donley County Courthouse Clarendon, Texas Owner: Donley County Contact: Judge Jack Hall, 806/874-3625 General Contractor: Phoenix I Restoration and Construction, Ltd Contact: Stephen Dodge, 214/902-0111 Project Description: Millwork, Door and Window Restoration and Finish Carpentry	**Gray County Courthouse** Pampa, Texas Owner: Gray County Contact: Judge Richard Peet, 806/669-8007 General Contractor: Phoenix I Restoration and Construction, Ltd. Contact: David Young, 214/902-0111 Project Description: Millwork, Door and Window Restoration and Finish Carpentry
Lee County Courthouse Giddings, Texas Owner: Lee County Contact: Judge Robert Lee, 979/544-3858 General Contractor: Phoenix I Restoration and Construction, Ltd. Contact: Keith Nichols, 214/902-0111 Project Description: Millwork, Door and Window Restoration and Finish Carpentry	**Lampasas County Courthouse** Lampasas, Texas Owner: Lampasas County Contact: Judge Virgil Lilley General Contractor: Phoenix I Restoration and Construction, Ltd. Contact: David Young, 214/902-0111 Project Description: Millwork, Door and Window Restoration and Finish Carpentry

Restorhaus / Bauhaus

4501 PR 6310 ★ Lubbock, TX 79415
Office: 806-687-4787 Fax: 1-806-214-0221

Work Experience — Completed Projects in Last 5 Years

PROJECT NAME:	Joule Hotel Expansion		
LOCATION:	Dallas, TX		
OWNER:	Private		
CONTRACTOR:	Balfour Beatty Construction	Michael Erikson	214.741.1664
CONTRACT $:	$1,610,624		
COMPLETE DATE:	June 2013		
PROJECT NAME:	White Rock Control Center		
LOCATION:	Dallas, TX		
OWNER:	City of Dallas		
CONTRACTOR:	Chamberlin Dallas, LLC	Ryan Grigsby	214.273.9110
CONTRACT $:	$302,057		
COMPLETE DATE:	June 2013		
PROJECT NAME:	Private Residence on Swiss Avenue		
LOCATION:	Dallas, TX		
OWNER:	Private		
CONTRACTOR:	Accent Roofing & Construction	Lonnie Hagen	214.295.5500
CONTRACT $:	$110,345		
COMPLETE DATE:	June 2013		
PROJECT NAME:	Our Lady of Guadalupe Catholic Church		
LOCATION:	Austin, TX		
OWNER:	Roman Catholic Diocese of Austin		
CONTRACTOR:	Braun & Butler	Mack Ellis	512.837.2882
CONTRACT $:	$65,860		
COMPLETE DATE:	May 2013		
PROJECT NAME:	Mason County Courthouse Phase 1		
LOCATION:	Mason, TX		
OWNER:	Mason County		
CONTRACTOR:	Premier Metalwerks	Alan Odom	817.274.1377
CONTRACT $:	$17,910		
COMPLETE DATE:	March 2013		
PROJECT NAME:	Round Rock Library		
LOCATION:	Round Rock, TX		
OWNER:	Round Rock ISD		

CONTRACTOR:	Braun & Butler	Colin Juren	512.837.2882
CONTRACT $:	$14,400		
COMPLETE DATE:	March 2013		

PROJECT NAME:	Fort Bend County Courthouse		
LOCATION:	Richmond, TX		
OWNER:	Fort Bend County		
ARCHITECT:	Bailey Architects		
CONTRACTOR:	Phoenix 1 Restoration	Dale Sellers	214-902-0111
CONTRACT $:	$26,100		
COMPLETE DATE:	September 2012		

PROJECT NAME:	Neill Cochran House Museum Phase 2		
LOCATION:	Austin, TX		
OWNER:	National Society of the Colonial Dames of America in the State of Texas		
ARCHITECT:	Volz & Associates	Tere O'Connell	512-476-0433
CONTRACTOR:	Braun & Butler	Colin Juren	817-341-1467
CONTRACT $:	$118,103		
COMPLETE DATE:	August 2012		

PROJECT NAME:	Potter County Courthouse		
LOCATION:	Amarillo, TX		
OWNER:	Potter County		
ARCHITECT:	ArchiTexas	Larry Irsik	512-444-4220
CONTRACTOR:	Journeyman	Larry Nelson	512-247-7000
CONTRACT $:	$1,058,400		
COMPLETE DATE:	August 2012		

PROJECT NAME:	Texas Governor's Mansion - Interior		
LOCATION:	Austin, TX		
OWNER:	State Preservation Board		
ARCHITECT:	Ford Powell & Carson		
CONTRACTOR:	White Construction	Duane Campbell	512.320.1582
CONTRACT $:	$121,285		
COMPLETE DATE:	July 2012		

PROJECT NAME:	Roberts County Courthouse (multiple phases)		
LOCATION:	Miami, TX		
OWNER:	Roberts County		
ARCHITECT:	Preservation Associates	Mike Peters	806-863-2462
CONTRACTOR:	Roberts County	Vernon Cook	
CONTRACT $:	$298,750		
COMPLETE DATE:	March 2012		

PROJECT NAME:	Levi Jordan Plantation
LOCATION:	Brazoria County, TX
OWNER:	Texas Historical Commission

ARCHITECT:	Voltz & Associates		512-476-0433
CONTRACTOR:	Phoenix 1	Dale Sellers	214-902-0111
CONTRACT $:	$122,082		
COMPLETE DATE:	January 2012		

PROJECT NAME:	Jefferson County Courthouse		
LOCATION:	Beaumont, TX		
OWNER:	Jefferson County		
ARCHITECT:	Bailey Architects		713-524-2155
CONTRACTOR:	Phoenix 1	Dale Sellers	214-902-0111
CONTRACT $:	$1,329,000		
COMPLETE DATE:	December 2011		

PROJECT NAME:	Camp Mabry Historical Rehabilitation		
LOCATION:	Austin, TX		
OWNER:	State of Texas		
ARCHITECT:	Bailey Architects		713-524-2155
CONTRACTOR:	Journeyman	Mike White	512-217-7000
CONTRACT $:	$688,073		
COMPLETE DATE:	November 2011		

PROJECT NAME:	Colorado County Courthouse		
LOCATION:	Columbus, TX		
OWNER:	Colorado County		
ARCHITECT:	Volz &n Associates	Chris Hutson	512-476-0433
CONTRACTOR:	Drymalla	Bobby Scronce	979-732-5731
CONTRACT $:	$489,000		
COMPLETE DATE:	July, 2011		
PROJECT NAME:	Harris County Courthouse		
LOCATION:	Houston, TX		
OWNER:	Harris County		
ARCHITECT:	ArchiTexas	Susan Frocheur	512-444-4220
CONTRACTOR:	Vaughn Construction	Cade Broussard	713-984-4099
CONTRACT $:	$2,100,000		
COMPLETE DATE:	June 2011		

PROJECT NAME:	Texas Governor's Mansion - Exterior		
LOCATION:	Austin, TX		
OWNER:	State Preservation Board		
ARCHITECT:	Ford Powell & Carson		
CONTRACTOR:	White Construction	Duane Campbell	512.320.1582
CONTRACT $:	$315,000		
COMPLETE DATE:	June 2011		

PROJECT NAME:	Hardeman County Courthouse		
LOCATION:	Quanah TX		
OWNER:	Hardeman County		

ARCHITECT:	ArchiTexas	Susan Frocheur	512-444-4220
CONTRACTOR:	Phoenix 1	Dale Sellers	214-902-0111
CONTRACT $:	$650,000		
COMPLETE DATE:	May 2011		

PROJECT NAME:	UT Garrison Hall		
LOCATION:	Austin, TX		
OWNER:	University of Texas	Mark Brooks @ UT OFPC	
ARCHITECT:	ArchiTexas	Larry Irsik	512-444-4220
CONTRACTOR:	Flintco Russ Peevey	Toby Smith	512-848-8912
CONTRACT $:	$780,000		

PROJECT NAME:	Old Parkland Hospital		
LOCATION:	Dallas, TX		
OWNER:	Crow Holdings		
ARCHITECT:	Good Fulton & Farrell		214-303-1500
CONTRACTOR:	Andres	Wayne Wilson	214-521-2118
CONTRACT $:	$814,000		

PROJECT NAME:	Texas State Capitol		
LOCATION:	Austin, TX		
OWNER:	State Preservation Board	Doug Young	512-463-5495
ARCHITECT:	none		
CONTRACTOR:	Bauhaus		
CONTRACT $:	$350,000		

PROJECT NAME:	UT Hargis Hall		
LOCATION:	Austin, TX		
OWNER:	University of Texas	Mark Jones @ UT OFPC	
ARCHITECT:	ArchiTexas	Larry Irsik	512-444-4220
CONTRACTOR:	Lago		
CONTRACT $:	$330,000		

PROJECT NAME:	University Methodist Church		
LOCATION:	Austin, TX		
ARCHITECT:	Heimsath	Sandy Stone	512-478-1621
CONTRACTOR:	Braun & Butler	Kenton Heinze	512-837-2882
CONTRACT $:	$360,000		

PROJECT NAME:	Tarrytown Methodist Church		
LOCATION:	Austin, TX		
ARCHITECT:	TWC		
CONTRACTOR:	G. Creek	John Haralson	512-848-7212
CONTRACT $:	$295,000		

PROJECT NAME:	Nurse Building		
LOCATION:	Dallas, TX		
OWNER:	Crow Holdings		
ARCHITECT:	Benson Hlavaty	Dean Saadallah	214-521-8500
CONTRACTOR:	ICI	Mitch Manning	972-387-8000
CONTRACT $:	$425,000		

PROJECT NAME:	Randal County Courthouse		
LOCATION:	Canyon, TX		
OWNER:	Randal County		
ARCHITECT:	TWC		
CONTRACTOR:	G. Greenstreet	John Baker	806-745-9444
CONTRACT $:	$550,000		

PROJECT NAME:	Guinn School		
LOCATION:	Ft Worth, TX		
OWNER:	City of Ft Worth		
ARCHITECT:	Komatsu	Gordon Marchant	817-710-1385
CONTRACTOR:	T S Byrne		817-800-5791
CONTRACT $:	$155,000		

PROJECT NAME:	McCulloch County Courthouse		
LOCATION:	Brady, TX		
OWNER:	McCulloch County		
ARCHITECT:	TWC		
CONTRACTOR:	Journeyman	Larry Nelson	512-247-7000
CONTRACT $:	$1,217,000		

PROJECT NAME:	Texas Governor's Mansion		
LOCATION:	Austin, TX		
OWNER:	State Preservation Board		
ARCHITECT:	Volz& Associates	Tere O'Connell	512-476-0433
	Susman Tisdale Gayle	Randy Wells	512-899-3500
CONTRACTOR:	Braun & Butler	Brandon Currey	512-837-2882
CONTRACT $:	$335,000		

PROJECT NAME:	Ancient Oaks		
LOCATION:	Bastrop, TX		
OWNER:	private		
ARCHITECT:	Volz	John Volz	512-476-0433
CONTRACTOR:	Bauhaus		
CONTRACT $:	$2,500,000		

PROJECT NAME:	LBJ Library		
LOCATION:	Austin, TX		
OWNER:	University of Texas		
ARCHITECT:	ArchiTexas	Larry Irsik	512-444-4220

CONTRACTOR:	Flintco	Rhett Johnson	512-891-7224
CONTRACT $:	$580,000		

Richard D. Obenhaus

4618 7th Street ● Lubbock, TX 79416 ● (806)787.7206 ● robenhaus@restorhaus.com

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with 24-years of experience overseeing all phases of multimillion-dollar construction for government and private-sector clients. Specializing in historic restoration, including state historic restorations throughout that state of Texas, and in providing superior installation and quality craftsmanship in new and existing wood windows, fixed seating, wood flooring, hardware, wood doors, custom millwork, and rough carpentry.

Key Skills

- *Construction/Demolition Projects*
- *Restoration/Recreation historic items*
- *Subcontractor/Crew Supervision*
- *Site Safety/OSHA Compliance*
- *Change Order Management*
- *Customized Windows & Doors*
- *Budgeting & Cost Controls*
- *Bidding/Estimating/Proposals*
- *Administration*

Employer Summary

RESTORHAUS, LP (Lubbock, TX) — President / Job Superintendent, 12/2004 to Present

Managed all phases of construction and restoration of private and commercial properties.

BAUHAUS, LLC (Lubbock, TX) — President / Job Superintendent, 7/2007 to Present

Restored, fabricated, and installed wood windows, wood doors, fixed seating, custom millwork and rough carpentry in commercial properties, specializing in historic renovation of courthouses throughout Texas

RICHARD D. OBEHNAUS, INC (Lubbock, TX) — Owner / Job Superintendent, 1988 to 7/2007

Provided site supervision and field engineering on a diverse range of commercial construction, demolition, and remodeling of private and commercial properties.

Project Highlights

Historical Restoration Projects (Current)

Joule Hotel Expansion (Dallas, TX) – Completion Date: April 2013
Scope: repair / reproduction of windows

White Rock Control Center (Dallas, TX) – Completion Date: April 2013
Scope: repair / reproduction of windows and doors, painting

Our Lady of Guadalupe Church (Austin, TX) – Completion Date: April 2013
Scope: repair / replace framing and columns, painting

McDaniel Residence (Swiss Avenue, Dallas, TX) – Completion Date: April 2013
Scope: restore / paint railing and shutters, repair / replace windows

Briscoe-Garner Museum ((Uvalde, TX) – Completion Date: July 2013
Scope: restore / replicate windows and doors

Hardeman County Courthouse Interior ((Quanah, TX)
Scope: rough carpentry, hardware, encaustic tile, tin metal ceilings

Restoration of Courthouses/Historical Places on National Registry of Historic Places

(Date indicates year of Construction)

Burnet County Courthouse (1937) – Burnet, TX
Comal County Courthouse (1898) – New Braunfels, TX
Donley County Courthouse (1894) - Clarendon, TX
Gethsemane Lutheran Church (1882) – Austin, TX
Harris County Courthouse (1910) - Houston, TX
Jefferson County Courthouse (1909) – Beaumont, TX
Colorado County Courthouse (1890) – Columbus, TX
Dallas County Courthouse "Old Red" (1892) – Dallas, TX
Fort Bend County Courthouse 91908) – Richmond, TX
Gray County Courthouse (1928) – Pampa, TX
Jeff Davis County Courthouse (1910) – Fort Davis, TX
Lampasas County Courthouse (1863) – Lampasas, TX

Lee County Courthouse (1897) – Giddings, TX
Maverick County Courthouse (1885) – Eagle Pass, TX
Milam County Courthouse (1892) – Cameron, TX
Opal Lawrence Homestead (1874-1900) – Mesquite, TX
Potter County Courthouse (1932) – Amarillo, TX
Roberts County Courthouse (1913) – Miami, TX
Texas Governor's Mansion (1856) – Austin, TX
Val Verde County Courthouse (1887) – Del Rio, TX

Llano County Courthouse (1892) - Llano, TX
McCulloch County Courthouse (1899) – Brady, TX
Neill Cochran House (1855) – Austin, TX
Parker County Courthouse (1885) – Weatherford, TX
Presidio County Courthouse (1886) - Marfa, TX
Tarrant County Courthouse (1893) – Ft. Worth, TX
Texas State Capitol (1888) – Austin, TX
Wheeler County Courthouse (1925) – Wheeler, TX

Additional Courthouses / Historical Projects

Ancient Oaks Plantation House – Bastrop, TX
Guinn School (1917) – Ft. Worth, TX
Lamar County Courthouse (1917) – Paris, TX
Levi Jordan Plantation House – Brazoria County, TX
Old Parkland Hospital – Dallas, TX
Slaton Harvey House – Slaton, TX
University of Texas, Garrison Hall – Austin, TX
University United Methodist Church – Austin, TX

Collin County Courthouse – McKinney, TX
Hardeman County Courthouse – Quanah, TX
LBJ Library – Austin, TX
Mason County Courthouse - Mason, TX
Randal County Courthouse – Canyon, TX
Tarrytown Methodist Church – Austin, TX
University of Texas, Hargis Hall – Austin, TX

Updates / Adaptive Reuse

Carrollton Bank – Carrollton, TX
Interurban Building – Dallas, TX
Lake Cliff Tower – Dallas, TX

Ft. Davis Visitor Center – Ft. Davis, TX
Joule Hotel Expansion – Dallas, TX

Architect References

ArchiTexas — Larry Irsik, Susan Frocheur
3601 S. Congress
Austin, TX 78704
512.444.4220

Wharry Engineering — Forrest Whitescarver
316 North Glenbrook
Garland, TX 75040
972.272.4116

Voltz & Associates — John Voltz, Chris Hutson, Tere O'Connell
1105 West 42nd Street
Austin, TX 78756
512.476.0433

Texas Historical Commission — Glenn Reed, Mark Cowan
108 W. 16th
Second Floor
Austin, TX 78701
512.463.5860

glenn ldham; architect

updated 01/05/11

ph: 512.964.5034
email: *glenn@oldhamclaim.com*

education:

Bachelor of Architecture - Texas Tech University
Registered Architect – Texas

experience:

Architect; associate - HD&D Design Collaborative - Amarillo
Partner / Principal – HD&D Design Collaborative – 1997- 2002
Independent projects as **Glenn Oldham; architect -** Austin, 2003 - 2004
Architect - Volz & Associates Inc. - Austin, 2004-2007
Architect – Nic Holland Architects, Inc. - Austin 2007-2008 concurrently with
Independent projects as **Glenn Oldham; architect -** Austin, 2007 – 2009
Restorhaus / Bauhaus Inc. – Restoration Contractors - Lubbock 2009 - present

skillsets:

Currently using **Vectorworks 12.5** for **OSX;** an AutoCad compatible platform
Autocad Desktop products; have maintained familiarity with current AutoCad interfaces and compatibility for consultant's coordination
Design / production / construction administration / research / intern management
Photoshop, Sketchup, Excel, Word
Graphics experience with signage systems, interiors, custom artwork and décor
CAP (Conservation Assessment Program) Federally administered program as a certified historic museum surveyor
Experience with HABS, historic surveys, accessibility studies, condition assessment surveys, as-built drawings
Excellent freehand rendering skills: marker, pen, & pencil w/ Photoshop embellishment
Excellent writing abilities: specifications writing and editing, field surveys, & client / contractor communications
Contract administration, shop drawings, specifications, surveys, etc.
Carpentry, millwork, historic restoration

representative projects:

Restoration of the historic 1898 Comal County Courthouse. New Braunfels, Texas $8,000,000+. Total restoration of landmark historic courthouse including space planning & renovation of additional county buildings. (with Volz & Associates, Inc.)

Camino Ranch steak-mex restaurant**.** Selma, Texas $1,500,000. Prototype steak & Mexican food restaurant including custom graphics, artwork, & fixtures. Complete interiors package including procurement & fabrication of custom design elements & fixtures. Principal architect / project interiors.

Baptist / St. Anthony's hospital. $50,000,000+. Numerous additions including multi-story addition with entrance canopy & lobby renovation. 20 LDRP suites & ancillary services, parking garage & surface parking for 1200 cars, critical care unit, emergency center. Design team/production/co-principal in charge.

Ware Memorial nursing facility**.** $8,500,000. A 210 bed nursing facility project architect/production. Extensive graphic design of total interior & exterior signage.

Craig Memorial retirement center**.** $29,000,000. A 40 acre retirement community. Project architect / production / co-principal in charge. Extensive graphic design of total interior & exterior signage including site signage, street signs, directories & logo design.

Marizon building. $600,000. A total historic reconstruction / restoration of a historic 1927 Packard car dealership into an antique store & restaurant. Project architect / production. Extensive graphic design of total interior & exterior signage including historic reconstructions & new logo design.

Winning design for the AIA sponsored "**Center City Gateways Competition**" following a master plan design by HOK-Dallas. A total of 4 monumental gateways have been built entering downtown Amarillo becoming iconic symbols of the city's continued revitalization.

Misc. projects / clients

Architect – **Texas Tech University** Lubbock, Texas; Biology Department Greenhouse additions
Architect – **Texas Tech University / PANTEX** Amarillo, Texas; Security / SWAT Rifle Range – DOE security clearance obtained
Project Architect - **Davidson Oil** corporate offices
Project Architect - **Flying Star Transport** corporate offices
Project Architect - **First Baptist Church** renovations; Wellington, TX
Project Architect - **Craig Methodist Senior Health Center**
Project Architect - **Amarillo College KACV Studio** renovation
Project Architect - **Amarillo College Carver Gym** Athletic Facility
Project Architect - **Amarillo College Russell Hall** Art Department renovations
Project Architect - **Texas Tech University** Biology department greenhouse additions
Project Architect - **Texline Schools** emergency roof replacement
Project Architect - **St. Luke's Presbyterian** education addition

Project Architect - Restoration and guest house addition **1854 A. Wiley Hill House** Bastrop, Texas
Craftsman – Restoration of Hubbard / Hill private historic 1851-1904 cemetery, Bastrop County, Texas
Craftsman – restoration of 1857 Ancient Oaks ranch at Hills Prairie, TX
Craftsman – restoration of 1910 Harris County Courthouse, Houston, TX
Craftsman – restoration of 1904 Colorado County Courthouse, Columbus, TX
Craftsman – restoration of 1931 Jefferson County Courthouse, Beaumont, TX
Craftsman – restoration of 1937 Potter County Courthouse, Amarillo, TX
Craftsman – restoration of 1910 Hardeman County Courthouse, Quanah, TX

CAP historic museum surveys:
Devil's Rope / Historic Route 66 Museum; Mclean, TX
Freedom Museum; Pampa, TX
Old Mobeetie Jail Museum; Mobeetie, TX
Chisholm Trail Museum; Kingfisher, OK

community service:

Past president; Amarillo chapter of the **American Institute of Architects**
Former **Amarillo** chapter **AIA** Director
Past president **Plemons-Eakle Historic Neighborhood Association**
Former board/committee chair **Center City of Amarillo** non-profit
Former board **Habitat for Humanity** project
Former board **ACC**; a low-income daycare/youth center
Current member **Austin Energy Green Building Program**
Current Member **Caldwell County Historical Commission,** *1850 Brock Log Cabin Restoration Committee*

references:

Richard Obenhaus
Owner; Bauhaus LLC
Lubbock, Texas (806) 687.4787

Jan Kennady
Comal County Commissioner Precinct 4
New Braunfels, Texas (830) 221.1104

David Sartain
Owner; Zintek Properties
Bastrop, Texas (512) 718.2950

Phoenix I Restoration and Construction, Ltd.

Qualifications

Fire Alarm Subcontractor

Jefferson County Courthouse Mechanical & Safety Upgrades

Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Advanced Systems Alarm Services

Scope of Work: Fire Alarm

Firm Information

Name: Advanced System Alarm Services

Address: 1130 Lindbergh, Beaumont, Texas 77706

Phone: 409-840-2077

Fax: 409-840-5250

Website: www.texasalarms.com

Prinicipals/Partners: Wayne Duerler, Mark Gunstream

Date Firm Started: 05/06/1999

Insurance Coverage: $2,000,000.00 General Aggregate/ $1,000,000.00 General Liability

Insurance Agent/Address: Wayne Holub Insurance Agency, Inc.

3526 E. FM 528 Rd., Ste 201, Friendswood, Texas 77546

Project Team

Principal in Charge: Wayne Duerler

Project Manager: Grant Powell

Estimator: Wayne Duerler, Blake Duerler

Superintendent: N/A

List all historic preservation projects (restoration, rehabilitation or stabilization)

For buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Scope of Work Done
Kelly High School	Fire Alarm System
Terrell Library	Fire Alarm System
Jack Brooks Federal Bldg.	Fire Alarm System
First Baptist Church (Downtown)	Fire Alarm System

List other project experience of a similar nature (renovation or modernization)

Involving historic and/or older structures

Project Name & Location	Scope of Work Done
St. Anthony's Catholic Church	Fire Alarm System
Calder Baptist Church	Fire Alarm System
Stark Museum	Fire Alarm System

Phoenix I Restoration and Construction, Ltd.

Qualifications

Fire Sprinkler Subcontractor

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Coastal Sprinkler 842-1049
Scope Of Work: Fire Protection 211200
Wet Pipe Sprinkler 211313
Pre-Action Sprinkler 211316

Firm Information

Name: Coastal Sprinkler Co., Inc.
Address: 6233 Industrial Rd Beaumont, TX 77705
Phone: (409) 842-0721
Fax: (409) 842-1049
Email/Website: Coastalsprinkinc@aol.com
Principals/Parnters: Russell W. Cuniff / Kevan W. Cuniff
Date Firm Started: May 1987
Bonding Capacity: $350,000.00 single $500,000.00 aggregate
Bonding Agent/Address: Insurica 6011 Garth Rd. Ste A Baytown, TX 77521
Insurance Coverage: $1,000,000.00
Insurance Agent/Address: Insurica 6011 Garth Rd. Ste A Baytown, TX 77521

Project Team – Provide Resume For Each Person Listed

Principal In Charge: Kevan Cuniff 32 yrs Exp. Nicet Level III Rme G
Project Manager: Bobby Harrison 35 yrs Ex. Nicet Level II
Estimator: George Dearborne 33 years Exp. RME U
Superintendent: Phillip Becker 21 Years Exp

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Crockett Street Renovations				Fire Sprinkler
Woodrow Wilson School				Fire Sprinkler System
Hotel Beaumont				"
Port Arthur Bank & Savings				"

Retro

Phoenix I Restoration and Construction, Ltd.

Qualifications

Mechanical Subcontractor

ETC

Environmental Techniques Corporation
2809 Industrial Lane
Garland, Texas 75041
Phone: 972-278-0301
Fax: 972-864-1944

Company Profile

Mission Statement

Environmental Techniques Corporation is an organization committed to excellence in HVAC and indoor air quality. Our goal is to build long-term client relationships and contributing to the success of our customer's.

Firm Background

Environmental Techniques Corporation is an organization committed to excellence in HVAC and indoor air quality. E.T.C. is a Mechanical Contractor with 32 years of experience in both residential and commercial sales and service. Mr. Chris Goolsby, President, is a transplanted native of Dallas and has been actively involved in the HVAC contracting and service industry in this area for more than 28 years.

Environmental Techniques Corporation has continued to build a highly skilled team of professionals. To help provide the highest quality and service to ensuring that the projects meets the customer's expectations.

Firm Location

Environmental Techniques Corporation is located in Garland, Texas near the intersection of 635 and Jupiter Road. This location allows us to serve all of Dallas/Ft. Worth Metroplex.

Environmental Techniques Corporation
2809 Industrial Lane.
Garland, Texas 75041
Phone: 972-278-0301
Fax: 972-864-1944
www.etcair.com

Project Experience

Some of the Project Completed by ETC

1. United States Post Offices – Coppell, DFW Airport, Dallas, Garland, Greenville, Longview, McKinney and others

2. Churches – Hillside Community, Lakewood Presbyterian, Cleburne Bible, Creekside Community, Bear Valley Community, St. Luke's Episcopal, Spring Creek, Frisco Chinese Bible, Firewheel Bible, Reinhardt, White Rock United Methodist, Grace Presbyterian, and Lavon Dr. Baptist

3. DFW International Airport – Terminal D over 30 projects

4. Malls - Galleria Mall – Coach, Forever 21, Tous, Finish Line, Abercrombie & Finch, Hollister's, Sun Glass Hut, Godiva Chocolatier, Rocky Mountain Chocolate Factory, Karen Miller, BCBG & Tourneau and others

   Northpark Mall – Billy Reid, Brookstone, Chick-Fil-A, Diesel, Doc Greens, Fila, Finish Line, Free People, Lanceani, Paiva, Starbuck's, Teavana, Things Remembered, Toni & Guy, and Travelex

   Allen Premium Outlet

   Collin Creek

5. Restaurants - Brownstone, Avanti, Chili's, U Food Grill, Urban Taco, UTSW Food Court, Crazy 8, New York Grill, Steak & Ale, Burger King and many others

6. Assisted Living – Alzheimer's Facility, Duval Gardens, Juliette Fowler Homes, Meadow's Rehab, and Grace Assisted Living

7. Other - SMU, Layland Museum, L3 Communication, UTSW Daycare, Compass Bank, Bell Helicopter, Gulfstream, Guaranty Bank, Ethridge Elementary, Lenscrafters, Chase Bank, M & M Mfg., Daystar TV , Hebron Elementary and Fire Station #42

8. Preventative Maintenance Contracts – Mansion, Ritz Carlton, Stone Place Mall, Crow Museum, Lavon Dr. Baptist, Bavarian, Lanciani, Cedar Creek Church and many others.

9. Residential & Residential Maintenance Contracts - thousands

Client References

Mr. David Oliver, President
Olicon Construction.
1801 Royal Lane #700
Dallas, Texas 75229
214-358-7100

Mr. Paul Fehrenbruch
Nedderman & Assoc.
2404 Empire Central
Dallas, Texas 75235
214-351-0882

Mr. Mark Nelon, President
H.C.I. General Constructors
703 McKinney Suite #308
Dallas, Texas 75202
214-871-9746

Mr. Bob Long, Owner
Big Sky Construction
507 Exposition
Dallas, Texas 75226
972-226-4704

Mr. Joe Furstenberg, President
Furstenberg Construction
6334 Maple Ave. Suite #550
Dallas, Texas 75235
214-902-4800

Construction Services Capabilities

New Construction

Environmental Techniques Corp. (**ETC**) began operation in April 1977. Initially **ETC** specialized in the new construction side of the commercial air conditioning and heating business. **ETC** has developed strong relationships and an excellent reputation with many general contractors, capturing a large share of the commercial business in Dallas and surrounding areas. **ETC** prides itself on the quality of its work. The Company handles a wide range of HVAC applications including installations in new buildings, office finish-outs, remodels, add-ons and retrofits of existing equipment. **ETC** does very large projects and small projects, as well as those in between.

.

Retrofit and Remodeling

Another major segment of **ETC**'s business is changing out and/or upgrading air conditioning and heating equipment to maximized energy savings and efficiencies. A separate department was created to focus and concentrate our efforts on this highly specialized service. This department works on hundreds of systems each year for our commercial customers.

Preventative Maintenance Agreements

ETC realizes the importance of service and preventative maintenance and has established a large service customer base with its commercial customers. These customers and many that have been added through the years, depend on **ETC**'s responsiveness and professionalism. The (Blue) Guardian Preventative Maintenance Programs have increased the life of many systems, saved our customers thousands of dollars through longer equipment life and energy savings from properly tuned systems. This part of our business has truly been a winning program for our customers.

Value Engineering

ETC evaluates proposed projects as they are designed and implements cost saving measures without sacrificing the integrity of the architect/engineer design of the project.

Project Estimate Development

Cost estimating is an important factor when deciding how to proceed with a proposed project. **ETC** works with the owner and architect/engineer to perform cost estimates based on conceptual designs as well as final designs to ensure that the proposed project will be within the projected budget of the owner and architect/engineer.

Technical and Administrative

Chris Goolsby

President/ Owner
Certification:
Refrigerant, NADCA Certified, ACCA Tech I-II-II, NATE Certified, Flow-'Tronic Carrier Certified, Trane and York Certified, Trane Commercial Load Certified
Experience:
In 1982 he began his work experience in project management and sales in the HVAC industry. General Manager **ETC** for Blue Dot Services Inc.
Responsibilities:
President and owner of **ETC**

Tom Bledsoe

Sales/Project Manager
Experience:
In 1984 he began his work experience in project management and sales in the HVAC industry
Responsibilities:
Commercial and residential project sales and management. Oversees project sales, planning, performance and customer relations

Ronald L. Keller

Sales & Project Manager
Certification:
A/C license and Universal refrigerant certification
Experience:
In 1970 began working in the HVAC industry. Has experience working as a field supervisor, estimating and design/build, residential and commercial installations, and sheet metal layout.
Responsibilities:
Sales & Estimating and manager of shop warehouse/inventory **Education**

Kerry Harrison

Supervisor Commercial Construction
Experience:
In 1982 he began working in HVAC industry. Has experience as an installer and sheet metal layout. He has worked doing supervision and project management, including duct design/build and HVAC systems since 1991

Responsibilities:
Oversees the installation or commercial HVAC projects including startup warranty and repair
Management of up to 16 HVAC installation crews.

Chris Kemp

Chris Kemp
Field Supervisor residential and commercial projects
Certifications:
Universal refrigerant, XLI certification, and Heat pump.
Experience:
In 1994 started working in the HVAC industry. Worked on both residential and commercial installations, and currently field supervisor.
Responsibilities:
Field supervisor over residential and commercial projects

Wayne Cronk

Controller
Education:
Bachelors of Science, General Electric's three year Financial Management Program, and many training classes and seminars from GE, Honeywell and Optek.
Experience:
Worked in accounting since 1967. Many positions held at General Electric, Honeywell and Optek including Controller, Mgr. Of Accounting, Mgr. Of Cost, Mgr. Of Employee Benefits, and various other individual contributor positions.
Responsibilities:
All accounting functions, human resources and information systems.

CONTRACTOR'S QUALIFICATIONS STATEMENT

Jefferson County Courthouse
(Phase 5)
Mechanical & Safety Upgrades

Proposal No.: 14-008/KJS

11:00 am, Tuesday, October 21, 2014

Jefferson County Purchasing Dept.
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
Attn: Deborah Clark

SETEX CONSTRUCTION CORP.

1660 S. 23rd Street
Beaumont, TX

Phone: (409) 842-8180
Fax: (409) 842-2274
Email: setex@setexconstruction.com

Jefferson County Courthouse Phase 5
Mechanical & Safety Upgrades

Table of Contents

1. Bid Bond

2. Bid Forms

3. Residence Certification/Tax Form

4. Non-Collusion Affidavit for Prime Contractor

5. Contractor Qualification Statement

6. Subcontractors Qualification Statements

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE SeTEX Construction Corp.
1660 S. 23rd Street, Beaumont, TX 77707

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

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

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

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

WHEREAS, the Principal has submitted a bid for Restoration of the Jefferson County Courthouse Phase 5 - Mechanical and Safety Upgrades

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 21st day of October , 2014

Sherry Daniels (Witness)

SeTEX Construction Corp. (Principal) (Seal)

By: Nathan Rivers, Executive Vice President (Title)

Mary Ann Garcia (Witness)

Travelers Casualty and Surety Company of America (Surety) (Seal)

By: Attorney-in-Fact Jo Ann Parker (Title)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228004 **Certificate No.** 005911631

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Larry H. Senkel, Judy M. Dold, Mark H. Hilliard, Jo Ann Parker, Cynthia A. Peters, David Alan Castillo, and Mary Ann Garcia

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of May, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 21st day of May, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Travelers

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3130
(267) 675-3102 Fax

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

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Bid Forms

DOCUMENT 00 4000 - BID FORM - LUMP SUM

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: SeTEX Construction Corp.
Bidder's Name
1660 S. 23rd Street
Address
Beaumont, TX 77707

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We have carefully examined the Bidding Requirements, Contract Form, Conditions of the Contract, Specifications, Drawings, all other Contract Documents and all other Documents referred to therein, as well as the Project Site and conditions affecting the Work.

We have received Addendum Number(s) 1 through 3 and have included their provisions in this Bid.

In submitting this bid, the undersigned agrees to:
A. Hold his bid open for the time period specified in the Instructions to Bidders
B. Enter into and execute a contract, if awarded, on the basis of the Base Bid and the Alternate Bids selected by the Owner.
C. Furnish specified insurance and guarantee bonds.
D. Accomplish the work in accordance with the Contract Documents.
E. Complete the work within the Contract Time.

BASE BID:

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of the Project in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

four million, three hundred seventy thousand DOLLARS
Amount Written In Words (This Governs)

($ 4,370,000.00)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

BASE BID TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents within 495 consecutive calendar days after commencing the Work.

ALTERNATE NO. 1 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 1 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Fifty Nine Thousand Dollars and No Cents
DOLLARS
Amount Written In Words (This Governs)

($ 59,000.00)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 1 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / ~~DEDUCTING~~ 20 consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 2 BID – add alternate

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 2 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Twelve Thousand Dollars and No Cents
DOLLARS
Amount Written In Words (This Governs)

($ 12,000.00)
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE NO. 2 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ~~ADDING / DEDUCTING~~ 0 consecutive calendar days to the Time of the Base Bid after commencing the Work.

ALTERNATE NO. 3 BID – add alternate

Note: Alternate No. 3 consists of the following items:

	Alternate No. 3 work (as outlined in the Drawings and Specifications)	$ 130,000.00
Plus	Quantity Allowance No. 3 (as outlined in section 01 2100)	$ 36,000.00
	Total amount of Alternate No. 3 (to be shown below)	$ 166,000.00

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 3 in a workmanlike manner, in accordance with the Contract Documents, for the total amount, including Allowance No. 3, of:

One Hundred Sixty Six Thousand Dollars and No Cents
DOLLARS

Amount Written In Words (This Governs)

($ 166,000.00)

Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 1 $ 160.00 sf
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 2 $ 160.00 sf
(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

ALTERNATE NO. 3 TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / ~~DELETING~~ 10 consecutive calendar days to the Time of the Base Bid after commencing the Work.

BID SECURITY:
Accompanying this Bid is a Certified or Cashier's Check drawn on a State or National Bank of the State of Texas or a Bidder's Bond as defined in the Instructions to Bidders, AIA A701, on prescribed form and in the amount of not less than Five percent (5%) of the greatest total amount of this Bid payable without recourse to the order of Owner's Name, said check or bond to be returned to the bidder, unless in case of the acceptance of the Bid he shall fail to execute a contract and file Performance and Payment Bonds within 10 days of its acceptance, in which case the check or bond shall become the property of Owner's Name and shall be considered as payment for damages due to delay and other inconveniences suffered by Owner's Name on account of failure of the bidder to execute contract.

LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of five hundred dollars ($500.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

MISCELLANEOUS PROVISIONS:

If notified of the acceptance of this Bid within 60 days after the time set for opening of bids, we agree to execute a contract with the Owner, on the prescribed form, for the above mentioned Work, for the above mentioned amount, furnish the Performance Bond and the Payment Bond on the prescribed forms and commence Work, all within ten days of the date of notification of award.

It is understood that the Owner reserves the right to reject any or all bids, to accept or reject any or all Alternates, or to accept any combination of Alternates considered advantageous and to waive any informality or irregularity in any bid which, in his judgment, is in his own best interest.

The undersigned certifies that the amounts contained in this Bid have been carefully checked and are submitted as correct and final.

The County will evaluate and award on total price (base bid plus alternates.) The County reserves the right to incorporate any and all Alternates or no alternates at time of Contract.

Type of Bidder's Organization: Corporation
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: Texas
(If Corporation)

Bidder: SeTEX Construction Corp.
(Print or Type)

(Signature of Bidder)

Title or Office: Executive Vice President
(Print or Type)

Legal Address: 1660 S. 23rd Street
(Print or Type)

City: Beaumont State: TX Zip Code: 77707

Tel. (409) 842-8181

SEAL:
(If Corporation)

ATTEST:
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

DOCUMENT 00 4100 - SUPPLEMENTS TO BID FORM – SCHEDULE OF VALUES
(To be submitted as part of Bid)

TO: Jefferson County, Purchasing Department
1149 Pearl Street, 1st floor
Beaumont , Texas

FROM: (Bidder's Name And Address) SeTEX Construction Corp.
PO Box 20678
Beaumont, TX 77720

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades
Beaumont, Texas
Bid No. IFB 14-008/KJS

Gentlemen:

We are submitting the following information required by the bidding documents.

CONSTRUCTION COST BREAKOUT: We have included applicable portions of overhead and profit in each of the following items:

BASE BID:

1.	Demolition of systems (HVAC, and F.A.)	$ 100,000.00
2.	Masonry Restoration (HCT, Brick, Marble)	$ 50,000.00
3.	Suspended Acoustical Ceiling Remove & reinstall	$ 90,000.00
4.	Fire Alarm for Historic Courthouse	$ 714,000.00
5.	Fire Alarm for Annex (including cutting/patching)	$ 385,000.00
6.	Fire Alarm for Jail Building (including cutting/patching)	$ N/A
7.	HVAC	$ 1,300,000.00
8.	Temporary corridors and air conditioning	$ 175,000.00
9.	Fire Sprinklers	$ 225,000.00
10.	Windows	$ 55,000.00
11.	Builders Risk property Insurance	$ 30,000.00
12.	Bonds: Performance and payment bonds.	$ 55,000.00
13.	General Conditions:	$ 300,000.00
14.	Finish Sampling (Allowance No. 4)	$ 2,000.00
15.	Other	$ 887,000.00

TOTAL OF ABOVE ITEMS AND AMOUNT OF BASE BID: $ 4,370,000.00

UNIT PRICES:

Provide unit (square foot, linear foot, etc. as appropriate) cost for types of work as listed below that may be added to the scope of work as determined by the Owner and Architect.

1.	Marble Replacement	$ 200.00 / (unit/sf)
2.	Plaster Repairs including paint	$ 30.00 / (unit/sf)
3.	Wall Painting	$ 2.50 / (unit/sf)
4.	Ceiling painting	$ 2.25 / (unit/sf)
5.	Courtroom Wainscot replacement (Complete assembly)	$ 160.00 / (unit/sf)
6.	Courtroom Wainscot Cap replacement	$ 44.00 / (unit/sf)
7.	Courtroom Crown Mould replacement	$ 35.00 / (unit/lf)
8.	Wood window sill replacement (sill, seat, skirt, trim)	$ 45.00 / (unit/lf)
9.	Marble grout re-pointing	$ 10.00 / (unit/lf)

Type of Bidder's Organization: Corporation
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: Texas
(If Corporation)

Bidder: SeTEX Construction Corp.
(Print or Type)

(Signature of Bidder)

Title or Office: Executive Vice President
(Print or Type)

Legal Address: 1660 S. 23rd Street
(Print or Type)

Beaumont, TX

Zip Code: 77707 (Print or Type) Tel. (409) 842-8181 (Print or Type)

SEAL:
(If Corporation)

ATTEST:
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

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 Nathan Rivers, CPE (name), who

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

"I, Nathan Rivers, CPE (name) am a duly authorized officer of/agent

for SeTEX Construction Corp. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said SeTEX Construction Corp. (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: SeTEX Construction Corp.

1660 S. 23rd Street, Beaumont, TX 77707

Fax: 409-842-2274 Telephone# 409-842-8181

by: Nathan Rivers, CPE (print name) Title: Executive Vice President

Signature: nfr.

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

this the 21st day of October, 2014.

Sherry Daniels

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

SHERRY DANIELS
Notary Public, State Of Texas
My Commission Expires
06-06-2017

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 SeTEX Construction Corp. [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.):	1-76-0309789-4
Company Name submitting bid/proposal:	SeTEX Construction Corp.
Mailing address:	PO Box 20678, Beaumont, TX 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
197876	1660 S. 23rd Street, Beaumont
124902	1660 S. 23rd Street, Beaumont

* 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.

DOCUMENT 00 6300 - NON-COLLUSION AFFIDAVIT FOR PRIME CONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PRIME CONTRACTOR

State of Texas

County of Jefferson

Nathan Rivers, CPE, *being first duly sworn, deposes and says that:*

(1) He is Executive Vice President *of* SeTEX Construction Corp., *the Bidder that has submitted the referenced Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) NR

Executive Vice President
Title

Subscribed and sworn to before me by the said Nathan Rivers *on this* 21st *day of* October, *20* 14.

By: Sherry Daniels
Notary Public

Jefferson *County,* Texas

My commission expires 6-6, *20* 17.

[Notary Seal]

SHERRY DANIELS
Notary Public, State Of Texas
My Commission Expires
06-06-2017

END OF DOCUMENT

DOCUMENT 00 4970 - CONTRACTOR QUALIFICATION STATEMENT

Provide all information requested. Use additional sheets as necessary. Form may be duplicated on separate sheets.

1. Firm information:
   a. Name. SeTEX Construction Corp.
   b. Address. PO Box 20678, Beaumont, TX 77720
   c. Phone. 409-842-8181
   d. Fax. 409-842-2274
   e. E-mail, web site. setex@setexconstruction.com
   f. Principals/Partners. Jim Shell, President; Nathan Rivers, Executive Vice President
   g. Date firm started. 6-7-1990
   h. Bonding capacity, name and address of agent. 10+M Willis of Texas, Inc. 920 Memorial City Way, Ste 500, Houston, TX 77079
   i. Insurance coverage, name and address of agent, copy of policy limits.
   McElveen Insurance, 700 West Prien Lake road, Ste. 200, Lake Charles, LA 70601 (see Insurance Certificate)
2. Project team: Provide resume for each person listed.
   a. Principal in Charge. James R. Shell, President
   b. Project Manager. Nathan Rivers, Executive Vice President
   c. Estimator. Nathan Rivers, Executive Vice President
   d. Superintendent. Jeff Gary
3. List all historic preservation projects (restoration, rehabilitation, or stabilization) for buildings over 50 years old completed within the last ten (10) years.
   a. Project Name, location. See Executive Management Assisted Jobs List
   b. Original date of building construction, original Architect.
   c. Owner: Name, phone number.
   d. Architect: Name, phone number.
   e. Scope and type of work included.
   f. Cost of Construction: Original Budget; Final Cost; Amount of Change Orders.
   g. Scheduled Date of Complete; Actual Date of Completion.
4. List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures.
   a. Project Name, location. See Executive Management Assisted Jobs List
   b. Original date of building construction, original Architect.
   c. Owner: Name, phone number.
   d. Architect: Name, phone number.
   e. Scope and type of work included.
   f. Cost of Construction: Original Budget; Final Cost; Amount of Change Orders.
   g. Scheduled Date of Complete; Actual Date of Completion.
5. List pending or settled litigation arising on any of the above projects and nature of cause for action. No
6. List trades directly employed by firm to be used on this project.

   Rough Carpentry (excluding historical woodworking)
   Doors /Frames/Hardware
   Specialty Items
   Daily Cleanup
   Temporary Partitions
   Floor Protection
   Barricades & Signs
   Temporary & Directional Signage
   Demolition
   Concrete

7. List of primary subcontractors with names and addresses proposed for this project. Subcontractors must also be pre-qualified before Contract is Awarded. See Subcontractor Qualification Statement. Subcontractor Qualification Statements must be provided by following:
   a. Masonry Rehabilitation Subcontractor. See Below
   b. Carpentry/Wood Rehabilitation Subcontractor.
   c. Windows Subcontractor.
   d. Fire Alarm Subcontractor.
   e. Mechanical Subcontractor.
   f. Fire Sprinkler Subcontractor.

End of Documents 00 4970

Masonry Subcontractor - Bailey Buchanan Masonry, 2002 Magnolia Ave, Port Neches, TX 77651, 409-722-4376

Carpentry/Wood Rehab Subcontractor - Shaffer Manufacturing, 1655 Cedar, Beaumont, TX 77701, 409-838-6556
Hull Historical, 201 Lipscomb St., Fort Worth, TX 76104, 817-332-1495
Lange Brothers,6301 Diamond Ave., Port Arthur, TX 77640, 409-736-2565

Roofing Subcontractor - Perkins Roofing, 1145 Lindbergh, Beaumont, TX 77707, 409-842-2212

Plaster Restoration - Marsh Waterproofing, 240 S. Main St., Ste 2, Vidor, TX 77662, 409-762-0459
Precision Plastering, 9555 Broun, Beaumont, TX 77707, 409-860-0807

Terrazzo Repair Subcontractor - American Marble, 6314 St. Augustine, Houston, TX 77021, 713-747-7634

Windows Subcontractor - AmeraProducts, Inc., 6808 S. Major Dr., Beaumont, TX 77705, 409-842-2267

Fire Sprinkler Subcontractor - Coastal Sprinkler Company, 6233 Industrial Road, Beaumont, TX 77705, 409-842-0721

Mechanical Subcontractor - Mechanical Specialty Systems, 4070 Washington, Beaumont, TX 77705, 409-842-9400

Electrical Subcontractor - Electrical Specialties, 1550 Langham, Beaumont, TX 77707-409-860-5211
Gold Crest Electric, 1655 S. 23rd Street, Beaumont, TX 77707, 409-842-4652
Crown Electric, 1209 Lindbergh, Beaumont, TX 77726, 409-842-1306
JPL Electric, 11346 Dugat, Beaumont, TX 77705, 409-794-1780

Fire Alarm Subcontractor - Advanced Systems Alarms, 1130 Lindbergh, Ste C, Beaumont, TX 77707, 409-840-2077

SETECON-01 KPETERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2014

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

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

PRODUCER	CONTACT NAME: Kathy Peters
McElveen Insurance, LLC 700 West Prien Lake Road, Suite 200 Lake Charles, LA 70601	PHONE (A/C, No, Ext): (337) 475-7441 FAX (A/C, No): (337) 564-6934 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bituminous Casualty Corporation	20095
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SeTex Construction Corporation
P.O. Box 20678
Beaumont, TX 77720

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CLP3602465	04/01/2014	04/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			CAP3602466	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP2805563	04/01/2014	04/01/2015	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001096795	04/01/2014	04/01/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Equipment Floater			CLP3602465	04/01/2014	04/01/2015	Rented Leased Item		250,000
A	Equipment Floater			CLP3602465	04/01/2014	04/01/2015	Rented Leased Limit		500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured provided on General Liability (GL3084 12/01) & Auto with a Blanket Waiver of Subrogation on General Liability, Auto and Workers Comp/Employers Liability as required by written contract

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SeTEX CONSTRUCTION CORP.

Commercial
Municipal

"Today's choice for tomorrow's future"

JAMES R. SHELL, PRESIDENT

P. O. Box 626

China, Texas 77613

409-866-9309

SUMMARY

Jim Shell is President and Founding Partner of SeTEX Construction Corp. Now as a consultant for the new ownership Jim will carry on his role as Chief Estimator and Project Manager on a majority of our projects, Jim's vast knowledge of the construction industry allows him to understand and implement schedules for each project and constantly maintain such schedule. Under his guidance SeTEX maintains top project managers and superintendents to lead all projects. With this team, schedules are kept on track, safety is priority one and acceptance of the Owner of the project is of the utmost importance. Jim has served as President, Vice President and Secretary of AGC-Southeast Texas from 1991 to 2002 and from 2012 and 2013.

EXPERIENCE

Oct. 2013 – Current	Fannett Veterinary Clinic	$ 955,100
Jan. 2013 – Current	Maxson Memorial Church of God in Christ	$2,440,000
June 2013 – Oct. 2013	LIT Technical Training Ext. Improvements	$ 410,400
May 2013 – Aug. 2013	Hamshire-Fannett ISD Kitchen Renovations	$1,400,000
April 2013 – Current	Maxson Memorial Church of God In Christ	$2,400,000
Nov. 2012 – Aug. 2013	Liberty County Shelter/Community Shelter	$1,900,000
July 2012 – Dec. 2012	Technical Training & Educational Bldgs Renov – LIT	$1,800,000
July 2012 – April 2013	Lamar University Carl Parker Bldg Renovations	$1,015,898
Feb. 2012 – Nov. 2012	Lumberton ISD – Field House Remodel	$1,200,000
May 2011 – Feb. 2012	Bingman Head Start School – Beaumont ISD	$5,500,000
April 2011 – Jan. 2012	Lamar Institute of Technology Parking Reconfiguration And Welding Lab Renovations CM@R	$5,100,000
Aug. 2009 – Jan. 2011	Cardinal Stadium & Higgins Fieldhouse Renovations Lamar University. CM@R	$23,500,000
May 2008 – May 2009	St. Martin dePorres Family Life Center Our Mother of Mercy Church	$1,300,000
May 2008 – May 2009	Southeast Texas Regional Airport	$4,100,000
Dec. 2007 – Oct. 2008	Memorial Hermann Baptist Hospital	$1,300,000

SeTEX CONSTRUCTION CORP.

Commercial
Municipal

"Today's choice for tomorrow's future"

March 2007 – Feb. 2008	PetroTex Convenience Store & Fuel Center	$1,300,000
Jan. 2007 – Nov. 2007	US Postal Encoding Center	$1,500,000
Nov. 2006 – Nov. 2007	Lamar University Communication/Academic Success Bldg.	$3,900,000
Aug. 2005 – Jan. 2007	Port Arthur ISD Wheatley Early Childhood Center	$6,700,000
May 2005 – Feb. 2006	Lamar State College Port Arthur Stilwell Plaza	$ 347,000
March 2005 – Sept. 2005	United States Coast Guard/Gulf Copper Small Boats Bldg	$ 459,000
Oct. 2004 – June 2005	Motiva Enterprises North Gatehouse	$1,500,000
Aug. 2003 – Jan. 2005	Lamar Institute of Technology Additions & Renov. to Gentry Hall	$6,300,000

Lumberton ISD Early Childhood Classroom Addn, Middle School Band Hall/Gym Addn	$5, 500,000
Lamar University –Beaumont Central Chilled Water System Improvements	$1,200,000
First Bank & Trust – Groves, Texas – 6 Story Building	$3,200,000
Malone & Hyde – Beaumont, Texas – Food Distributing Warehouse	$4,000,000
Baptist Hospital – Beaumont, Texas – Major Additions/Renovations	$7,500,000
Baten Arms – Beaumont, Texas – Senior Citizens Housing	$3,200,000
John Gray Institute – Beaumont, Texas Multi Building Project **(C.M. At-Risk)**	$5,000,000

Smaller Beaumont Area Projects Completed at:

- ▶Lamar University (Beaumont/Orange / Port Arthur Campuses)
- ▶City of Port Arthur
- ▶Orange County
- ▶Tri-Con Exxpress Mart No. 15, 18, 19, 14, 4, 20 & 24
- ▶Jefferson County
- ▶Memorial Hermann Baptist Hospital
- ▶US Postal Encoding Center
- ▶City of China
- ▶Beaumont Housing Authority
- ▶Hamshire-Fannett I.S.D.
- ▶Port Arthur I.S.D.
- ▶Beaumont I.S.D.
- ▶Nederland I.S.D.
- ▶Beaumont Neurological Hospital
- ▶City of Beaumont

Houston Area:

One Northwind Plaza – Houston, Texas – 8 story bldg & 4 level garage	$ 9,500,000
Two Allen Center – Houston, Texas – 38 story concrete building	$38,000,000
Three Allen Center – Houston, Texas 50 story office building (C.M. At-Risk)	$65,000,000
Summit Plaza North – Houston, Texas Twin 15 story office buildings (C.M. At-Risk)	$35,000,000
Various Pedestrian Bridges connecting to Buildings – Houston, Texas	$ 3,300,000
II & III Allen Center – Houston, Texas – Tenant Improvements	$ 4,000,000
Greenspoint Shopping Mall – Houston, Texas – Mall Renovations	$ 4,500,000
Airline Diagnostic Clinic – Houston – New Doctors Clinic	$ 2,000,000
Gulfgate & Northline Malls – Houston, Texas – Mall Renovations	$ 3,000,000

Out of State Projects:

Calcasieu Marine National bank – Lake Charles, LA – 21 story bank and office building & 5 level parking (C.M. At-Risk)	$41,000,000
Galleria Mall – Metaire, LA – 13 story office building on top of 6 story garage and 2 story mall (C.M. At-Risk)	$38,000,000
Yorktown Center – Lombard, IL – 2 level Mall renovations	$ 3,500,000
Delray Beach Mall – Delray Beach, FL New Mall additions/renov. (C.M. At-Risk)	$10,500,000
Meadow Glen Mall – Boston, MA – Mall renovations	$ 2,500,000
Broadway National Bank – Revene, MA – Bank remodel	$ 2,500,000
Zayre's Store – S. Burlington, VT – New Mall additions/renovations	$ 2,000,000
University Mall – S. Burlington, VT – New Mall additions/renovations (C.M. At-Risk)	$ 8,000,000

EDUCATION

Graduate of French High School – Beaumont, Texas

Attended College of the Mainland – Texas City, Texas

Successfully completed various seminars, workshops and training programs over the years.

Past President of Associated General Contractors, Jefferson County Chapter (3 years).

SeTEX CONSTRUCTION CORP.

Commercial
Municipal

"Today's choice for tomorrow's future"

NATHAN G. RIVERS, EXECUTIVE VICE-PRESIDENT

7010 Evangeline Drive

Lumberton, Texas 77657

409-880-5185

SUMMARY

Nathan Rivers brings a background that includes architectural design, civil engineering and construction management experience over an 18 year career. Mr. Rivers is currently Vice-President of Commercial Construction for a major general contractor of which his duties include: estimating, project management, contract negotiations, procurement, accounts payable, accounts receivables, customer service, and managing a field staff of over 30+ personnel. Mr. Rivers has managed over $150 million in construction projects during his previous 10 years in the field of general contracting and construction management with a very limited office staff. Nathan is also currently serving as President of AGC of Southeast Texas since 2013.

EXPERIENCE

Package "C" Elementary Schools (C.M. At-Risk)	$52,000,000
New Office Complex for the Industrial Safety Training Center	$12,400,000
Thomas Edison Middle School Renovation (C.M. At-Risk)	$12,144,000
Arreader P. Guidry Administration Building (C.M. At-Risk)	$11,422,000
Robert E. Lee Elementary School	$ 9,900,000
DeQueen Elementary School	$ 8,800,000
Additions to Polk County Safety Rest Areas	$ 7,774,000
LMUD New Office Facility	$ 5,200,000
New Grocery Store Market Basket #11	$ 4,500,000
Travis Elementary School Renovations (C.M. At-Risk)	$ 4,300,000
New Sanctuary and Multiple Purpose Building	$ 3,600,000
Four New Middle School Gymnasiums	$ 3,500,000
Renovation to Memorial High School Football Stadium (C.M. At-Risk)	$ 3,200,000
Port of Orange Command/Control Center	$ 2,500,000
Jefferson County Regional Marine Security Center	$ 2,492,000
City of Beaumont 4 Covered/ 4 Uncovered Tennis Courts & Loggia (Design Build)	$ 2,200,000
Sabine Pass ISD Elevated Field House/ Concessions Area	$ 2,200,000

Storage Depot Phase I & II	$ 2,100,000
Premcor Heavy Oils Laboratory (Design-Build)	$ 1,800,000
Tri-Con Exxpress Mart #23	$ 1,700,000
Trt-Con Exxpress Mart #21	$ 1,150,000
Lamar University 2013 Summer Turn Phase I & II	$ 1,100,000
City of Beaumont Tennis Center Clubhouse	$ 1,032,000
Sanderson's Restaurant	$ 798,000
Lamar University 2012 Summer Turn	$ 782,000
Tri-Con Exxpress Mart #6	$ 458,000
Lamar Institute of Technology Welding Center Parking	$ 432,000
Lamar University Thomas Maes Renovation Phase III & IV	$ 398,000
New Praxiar Office at Edison Plaza	$ 362,000
Hurricane repair at Edison Plaza	$ 220,000
Renovation to Sour Lake Elementary School	$ 118,000
New Tenant Finish out for United Heath Care	$ 98,000

EDUCATION

Central High School – Beaumont, Texas

Lamar University – Civil Engineering – Beaumont, Texas

American Society of Professional Estimators – Certified Professional Estimator

OSHA 10 Hour Training

Successful completion of various seminars, workshops and training programs

COMMUNITY SERVICE

Current & Past President of the Associated General Contractors of Southeast Texas

Alternate Board Member for the Texas Building Branch of the AGC

Member of the America Society of Professional Estimators

Member of the Coastal Conservation Association

Advisory Committee Member for the Golden Triangle Minority Business Council

Former Member of the Young Men's Business League

Former Member of the Southern Building Code Congress

Former Associate Member of the American Institute of Architects

SeTEX CONSTRUCTION CORP.

Commercial
Municipal

"Today's choice for tomorrow's future"

JEFF GARY, SUPERINTENDENT

285 Brookhollow Drive

Vidor, Texas 77662

409-656-7615

SUMMARY

Jeff Gary has been with SeTEX Construction since June 2004 as Project Superintendent. He is skilled in all areas of construction including scheduling and coordinating, and carpentry. Jeff has the ability to step into a project and produce a project that any Owner would be proud of.

EXPERIENCE

Maxson Memorial Church of God in Christ, Beaumont, TX	$ 2,440,000
Athletic Field House Renovations – Lumberton ISD, Lumberton, TX	$ 1,220,000
New Learning Center – Lamar State College – Port Arthur, TX	$ 1,975.000
Dr. Martin Luther King Jr. Middle School Phase I – Beaumont, TX	$ 1,520,000
Dr. Martin Luther King Jr. Middle School Phase II – Beaumont, TX	$ 3,852,000
Port Arthur Health Department – Port Arthur, TX	$ 225,000
First United Methodist Church – Orange, TX	$ 2,934,000
Colgan Landscape Improvements – Beaumont, TX	$ 560,421
Stilwell Plaza – Lamar State College – Port Arthur, TX	$ 337,775
North Gatehouse for Motiva Enterprises – Port Arthur, TX	$ 1,555,000
Career Technology Center & Fitness Center – Hamshire-Fannett High School – HF-ISD	$ 4,883,000

1989 to May 2004 – **Miner-Dederick Constructors, Inc.**

Construction Superintendent, Assistant Superintendent, Craftsman (commercial).

1989 to 1989 – **Daniels Resource Management**

Carpenter and Carpenter Foreman

1988 – **Echo Construction, Inc. -** *Superintendent and Craftsman*

1984-1988 – **Carpenters Union #502 -** *Carpenter and Carpenter Foreman*

1975-1984 – **Texaco, Inc. -** *Dockman/Pumper/Water Controller*

EDUCATION

National Technical Schools (Extension Division)

HVAC and Refrigeration (1983-1985)

Executive Management Assisted Jobs List

Nathan Rivers – Executive Vice President

Item No. 3 – Historic Preservation Projects over 50 Years Old Completed Within the Last 10 Years

YWCA – Beaumont

Built in 1920's
Owner: YWCA – PO Box 21238, Beaumont, TX 77720 – 409-899-1011
Architect: Derek Satchell – Texas Historical Commission – PO Box 12276, Austin, TX 78711
Scope of Work: Exterior Repairs and Minor Interior Repairs
Cost of Construction: $120,000
Final Cost of Construction: $120,000
Change Orders: None
Schedule Date of Completion: Fall 2006
Actual Date of Completion: Fall 2006

Item No. 4 – Other Project Experience of Similar Nature Involving Historic Older Structures

Port Arthur Administration Building Conversion

Built in 1940's
Owner: Port Arthur ISD – PO Box 1388, Port Arthur, TX 77641 – 409-981-6100
Architect: Long Architects – Cade Spell – 6465 Calder, Beaumont, TX 77706 – 409-866-3443
Scope of Work: Convert Stilwell Building to Port Arthur ISD Administration Building
Cost of Construction: $11,122,000
Final Cost of Construction: $11,422,000
Change Orders: $300,000 (1) Relocate Data Center
Schedule Date of Completion: May 2012
Actual Date of Completion: May 2012

Travis Elementary

Built in 1920's
Owner: Port Arthur ISD – PO Box 1388, Port Arthur, TX 77641 – 409-981-6100
Architect: STOA Architects – Robert Tai – 6001 Savoy Dr, Houston, TX 77036 – 713-995-8784
Scope of Work: HVAC & Electrical Replacement
Cost of Construction: $4,300,000
Final Cost of Construction: $4,300,000
Change Orders: None
Schedule Date of Completion: August 2010
Actual Date of Completion: August 2010

Bruce Reyes – Executive Vice President

Item No. 4 – Other Project Experience of Similar Nature Involving Historic Older Structures

Port Arthur Savings Building – Subcontract
Built in 1929
501 Proctor Street, Port Arthur, TX
Owner: Port Arthur Economic Development Community
Architect: Hadden & Cowen – 1412 Collier St., Ste C, Austin, TX 78704 – 512-374-9120
Scope of Work: Framing, Drywall, Drywall Finishing, Interior Painting, Refurbishing Exterior Steel Windows, & Acoustical Ceilings.
Cost of Subcontract: $190,000
Final Cost of Subcontract: $300,000
Change Orders: Yes (4)
Actual Completion Date: 80% Complete

Jefferson County Adult Day Care – Subcontract
Built In 1930's
603 5th Street, Port Arthur, TX
Owner: Jefferson County
Architect: None
Scope of Work: Drywall, Finishing, EIFS Work, Acoustical Ceilings
Cost of Subcontract: $100,000
Final Cost of Subcontract: $100,000
Change Orders: No
Scheduled Completion Date: 2006

SeTEX Construction Corp.

Gates Memorial Library – Lamar State College
Built in 1918
Owner: Lamar State College-Port Arthur, Texas
Architect: Moore, Stansbury & Vaught
Scope of Work: Addition & Renovation
Cost of Contract: 1,786,000
Date of Completion: March 2004

Renovations & Addition to Old Wilson Residence – Beaumont Art Museum (Over 20 Years Ago
Built in 1920's
Owner: Dr. Sotolongo – 409-898-1407
Architect: Milton Bell & Associates – 711 San Jacinto St., Beaumont, TX 77701 – 409-838-5378
Scope of Work: Floor Refinishing, Wood Work
Cost of Contract: $200,000
Final Cost of Contract: $200,000
Change Orders: No

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Bailey Buchanan Masonry 722-4374

Scope Of Work: Masonry Restoration 49100-2

Firm Information

Name: Bailey Buchanan Masonry, Inc.

Address: 2002 Magnolia, Port Neches, Texas 77651

Phone: 409 722-4376

Fax: 409 722-4374

Email/Website: rrbailey11@SBCGlobal.net

Principals/Parnters: Roy R Bailey and Jeff L. Buchanan

Date Firm Started: 1987

Bonding Capacity: 5 mil. +

Bonding Agent/Address: McFerrin Insurance thru Merchants Bonding Co.

Insurance Coverage: McFerrin Insurance

Insurance Agent/Address: Terry Schwertner

Project Team – Provide Resume For Each Person Listed

Principal In Charge: Roy R. Bailey 45+ years experience

Project Manager: Same

Estimator: Same

Superintendent: Jay Bailey 29 years experience

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Gates Library	2004	LIT	Moore Standbury & Vaught	Indiana Limestone
Port Arthur Performing Arts	2012	PAISD	Smith & Co.	Masonry

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Sowella Nursing College	2014	State of LA	Jeff Kudia Lake Charles	Masonry
Sallie Curtis Elem.	2012	BISD	Matrix Spencer	Masonry
South Park Middle School	2013	BISD	Matrix Spencer	Masonry
Groves Police Station	2014	City of Groves	Brown Reynolds Waterford Arch.	Masonry
Nederland Municipal Bldg.	2014	City of Ned.	Don LaBleche	Masonry

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Roy R. Bailey, *being first duly sworn, deposes and says that:*

(1) He is President *of* Bailey Buchanan Masonry Inc., *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

President
Title

Subscribed and sworn to before me by the said Roy R Bailey *on this* 17 *day of* October, 2014

By: _____
Notary Public

Jefferson *County,* Texas

My commission expires 11-29, 2016.

JANICE L. BELSHE NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-29-2016

[Notary Seal]

END OF DOCUMENT

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

October 15,2014

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

"CONTRACTOR QUALIFICATION STATEMENT"

FIRM INFORMATION;

LANGE BROTHERS CONSTRUCTION, INC.

6301 Diamond Avenue Port Arthur, Texas 77640

Ph.(409)736-2565 fax(409) 736-2473 langebrothers @ att.net

RONNIE C. LANGE - Owner and president

Incorporated June 1, 1980 in Texas

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

BONDING CAPACITY; $3,000,000.00
MERCHANTS BONDING COMPANY
Agent; GULF COAST INSURANCE AGENCY
George Haynes ph(409)898-4444
2860 IH 10 E Beaumont, Texas 77703

INSURANCE COVERAGE:
Agent; GULF COAST INSURANCE AGENCY
George Haynes
2860 IH 10E Beaumont, Texas 77703

Limits to meet requirements

PROJECT TEAM;

Principal in Charge - RONNIE C. LANGE	38 years
Project Manager - Ronnie C. Lange	38 years
Estimator - Ronnie C. Lange	38 years
Superintendant - ROBERT L. DIXON	23 years

LIST ALL HISTORIC PRESERVATION PROJECTS FOR BUILDINGS OVER 50 Years old, completed within last ten years.

JEFFERSON THEATER RESTORATION
Fannin Avenue Beaumont, Texas
Owner City of Beaumont
Architect; Milton Bell (409)838-5378
Scope; Restore plaster ceiling and walls with decorative finishes, At balcony area.
Cost -$146,342.00
Completion Feb. 28, 2014

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

HISTORIC PRESERVATION PROJECTS -continued

JEFFERSON COUNTY COURT HOUSE PHASE 4
MARBLE AND PLASTER RESTORATION AT
COURT ROOM 317

Beaumont, Texas
Owner - Jefferson County
Architect - LaBiche Architectural Group
Scope- Rrstore Marble and Plaster at window walls
Cost $33,292.00
Completion Sept. 24,2012

W.H. STARK HISTORICAL MANSION
Orange, Texas
Owner - STARK FOUNDATION Mr. Gus Harris (409)883-3513
Scope - Restoration of cement veneer surfaces at exterior supports
Cost $66,924.00
Completion -Dec. 15,2011

W.H. STARK HISTORICAL MANSION
Orange, Texas
Owner- STARK FOUNDATION Mr. Gus Harris (409)883-3513
Scope - Interior restoration walls, ceilings and trim
Cost $41,135.00
Completion July 30, 2010

TEMPLE EMANUEL SYNAGOGE
Beaumont, Texas
Owner - Temple Emanuel Architect - David Hoffman (254)471-5935
Scope - Interior restoration canvas ceiling, plaster walls and wood panel wainscote.
Cost $105,102.00
Completion Jan. 26, 2006

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

List of other project experience of a similar nature (renovations) of historic and/or older structures.

DR. PEPPER BUILDING RENOVATIONS (Stark Foundation Storage)
109 8th st. Orange, Texas 77630
Original construction 1950
Owner - STARK Foundation Mr. Gus Harris (409)883-3513
Architect -Architectural Alliance (409)866-7196
Scope - New H.V.A.C. system,Fire and security alarm systems, Interior walls, ceilings, doors and trim, New lighting and electrical system. New rest room and plumbing. New steel stairway.
Cost - $452,027.00
Completion May 5,2013

VINCENT MIDDLE SCHOOL PHASE 2 INTERIOR RENOVATIONS
350 Eldridge Drive Beaumont, Texas
Original construction 1958 Architect-Auto Arch Architects Houston,Tx.
Owner - BEAUMONT INDEPENDENT SCHOOL DISTRICT
Scope - Replace H.V.A.C. system, syspended ceilings and painting of walls.
Cost - $406,459.80
Completion Feb 28,2011

FLETCHER ELEMENTARY PHASE 2 RENOVATIONS
1055 Avenue F Beaumont, Texas
Original Construction 1961
Owner- Beaumont I.S.D.
Architect- Auto Arch Architects Houston, Tx.
Scope - Renovation to restrooms, replace suspended ceilings. lighting and electrical.
Cost - $322,795.00
Completion March 12, 2011

LANGE BROTHERS, INC.

GENERAL CONSTRUCTION

6301 DIAMOND AVENUE
PORT ARTHUR, TEXAS 77640
(409) 736-2565
FAX (409) 736-2473
E mail lange brothers @ att.net

Pending of settled litigation of any of the above projects.
"NONE"

LIST TRADES DIRECTLY EMPLOYED BY FIRM TO BE USED ON THIS PROJECT;
Carpenters, plasterers, marble crafters, painters and laborers

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Ronnie C. Lange, *being first duly sworn, deposes and says that:*

(1) He is president *of* Lange Brothers, Inc., *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Ronnie C Lange

president
Title

Subscribed and sworn to before me by the said Ronnie C. Lange *on this* 17 *day of* October, *20* 14.

By: Barbara L Kempf
Notary Public

Jefferson *County,* Texas

[Notary Seal]

My commission expires 2/7, *20* 18.

END OF DOCUMENT

BARBARA L. KEMPF
Notary Public, State of Texas
My Commission Expires
February 07, 2018

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 LANGE BROTHERS, INC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	74-2109849
Company Name submitting bid/proposal:	LANGE BROTHERS CONSTRUCTION, INC.
Mailing address:	6301 Diamond Avenue Port Arthur, Tx. 77640
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
86810	6301 Diamond Avenue Port Arthur,Tx.77640
86807	TR 1 LT 5 BLK 26 Port Acres,TX 77640

* 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 RONNIE C.LANGE (name), who

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

"I, RONNIE C. LANGE (name) am a duly authorized officer of/agent

for LANGE BROTHERS, INC. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said LANGE BROTHERS 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: LANGE BROTHERS CONSTRUCTION, INC.

6301 Diamond Avenue Port arthur, Texas 77640

Fax: (409) 736-2473 Telephone# (409) 736-2565

by: RONNIE C. LANGE (print name) Title: president

Signature: Ronnie C. Lange

SUBSCRIBED AND SWORN to before me by the above-named RONNIE C. LANGE on

this the 14th day of October, 2014.

Barbara L. Kempf
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

BARBARA L. KEMPF
Notary Public, State of Texas
My Commission Expires
February 07, 2018

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Perkins Roofing 842-2213

Scope Of Work: Built Up Roofing 75130

Firm Information

Name: Perkins Roofing Co., Inc.

Address: 1145 Lindbergh Drive, Beaumont, TX 77707

Phone: 409-842-2212

Fax: 409-842-2213

Email/Website: dperkins12@sbcglobal.net / www.perkinsroofinginc.com

Principals/Parnters: David Perkins, Clyde Perkins, Kim Perkins, Joanne Perkins

Date Firm Started: 1961

Bonding Capacity: $1,000,000

Bonding Agent/Address: SureTec Insurance Company, 9737 Great Hills Trail, Suite 320 Austin, TX 78759

Insurance Coverage: GL, Auto, Wks. Comp.

Insurance Agent/Address: Insurica, 6011 Garth Road, Suite A, Baytown, TX 77521

Project Team – Provide Resume For Each Person Listed

Principal In Charge: David Perkins

Project Manager: TBD

Estimator: David Perkins

Superintendent: TBD

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

David Perkins, *being first duly sworn, deposes and says that:*

(1) He is President *of* Perkins Roofing Co., Inc., *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) David Perkins

President, Perkins Roofing Co., Inc.
Title

Subscribed and sworn to before me by the said David Perkins *on this* 17 *day of* October, *20* 14.

By: Sharlene Machuttes-Shippee
Notary Public

Jefferson *County,* Texas

My commission expires 12 27, *20* 14.

SHARLENE MACHUTES [Notary Seal]
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12/27/2014

END OF DOCUMENT

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
	Anthony Eeds		White Rock Studio	
Hotel Beaumont	Feb 2008	n/a	214-763-0416	Roofing + Sheet Metal

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

Perkins Roofing Company, Inc.
1145 Lindbergh Drive
Beaumont, Texas 77707

409.842.2212
(fax) 409.842.2213
www.perkinsroofinginc.com

October 17, 2014

Additional Roofing/Waterproofing Projects on Older/Historic Buildings

1. Temple Emanuel – October 2014
2. St. Stephen's Episcopal Church – December 2013
3. Stark House – July 2009
4. All Saints Episcopal School – March 2009 – Architect: Merriman Holt (713-522-2885)
5. Trinity United Methodist Church – June 2007
6. Kyle Building – August 2006
7. 540 Orleans – February 2006

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Amera Products 842-5852

Scope Of Work: Steel Windows 85100

Firm Information

Name: AMERAPRODUCTS INC

Address: P.O. BOX 21358 BEAUMONT, TX 77720

Phone: 409-842-7767

Fax: 409-842-5852

Email/Website:

Principals/Parnters: KEITH BARNETT

Date Firm Started: OCT - 1990

Bonding Capacity: * 2,700,000.00 M.

Bonding Agent/Address: SURETEX - AUSTIN, TX.

Insurance Coverage: REPUBLIC INS. - DALLAS TX

Insurance Agent/Address: JS EDWARDS

Project Team – Provide Resume For Each Person Listed

Principal In Charge: KEITH BARNETT

Project Manager: STEPHEN DUNN

Estimator: RODNEY HOLLIS

Superintendent: WAYNE DANIEL

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
PERFORMING ARTS	1927	PAISD	-	WINDOWS
FIRE STATION	1908	CITY DEPARTMENT		WINDOWS
YMCA	1905	-		WINDOWS.

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

JEFFERSON CCH PH5 MECHANICAL AND SAFETY UPGRADES
Beaumont, Texas
Project No. 13018

NON-COLLUSION AFFIDAVIT
FOR SUBCONTRACTOR
00 6400 - 1

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Keith Barnett, *being first duly sworn, deposes and says that:*

(1) He is the owner of AmeraProducts, Inc., *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

Owner
The

Subscribed and sworn to before me by the said Keith Barnett *on this* 17 *day of* October, 2014.

By: _____
Notary Public

Jefferson *County,* Texas

My commission expires Aug 9 2014.

[Notary Seal]

MELISSA GRANGER HENTRICH
MY COMMISSION EXPIRES
November 9, 2014

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: American marble (David) 713-747-2526
Scope Of Work: Terazzo Repair 96600

Firm Information

Name: AMERICAN MARBLE Mosaic Co.
Address: 6314 St Augustine ST, Houston, TX 77021
Phone: 713-747-7634
Fax: 713-747-2526
Email/Website: WWW.AMERICANMARBLE.COM
Principals/Parnters: ROBERT J. BERTIN
Date Firm Started: 1915
Bonding Capacity: 2M-Single 8M aggregate
Bonding Agent/Address: BOWEN, MIDETTE & BRITT
Insurance Coverage: ALLIED
Insurance Agent/Address: PATHFINDER LLD

Project Team – Provide Resume For Each Person Listed

Principal In Charge: ROBERT J BERTIN
Project Manager: DAVID GASSERT
Estimator: DAVID GASSERT
Superintendent: OLIVER SKOK

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Ft Bend City Courthouse, Richmond Tx				Refurbishing Terrazzo & Stone
Orange City Courthouse,				refurnish terrazzo
U.S. Custom House Galveston, Tx				refinish terrazzo and stone

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Coastal Sprinkler 842-1049
Scope Of Work: Fire Protection 211200
Wet Pipe Sprinkler 211313
Pre-Action Sprinkler 211316

Firm Information

Name: Coastal Sprinkler Co., Inc.
Address: 6233 Industrial Rd Beaumont, TX 77705
Phone: (409) 842-0721
Fax: (409) 842-1049
Email/Website: Coastalsprinkinc@aol.com
Principals/Parnters: Russell W. Cuniff / Kevan W. Cuniff
Date Firm Started: May 1987
Bonding Capacity: $350,000.00 single $500,000.00 aggregate
Bonding Agent/Address: Insurica 6011 Garth Rd. Ste. A Baytown, TX 77521
Insurance Coverage: $1,000,000.00
Insurance Agent/Address: Insurica 6011 Garth Rd. Ste A Baytown, TX 77521

Project Team – Provide Resume For Each Person Listed

Principal In Charge: KEVAN CUNIFF 32 yrs Exp. Nicet Level III Rule G
Project Manager: Bobby Harrison 35 yrs Exp.
Estimator: GEORGE DEARBONNE 33 YEARS EXP. RME U
Superintendent: Phillip Becker 21 YEARS EXP

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Crockett Street Renovations				Fire Sprinkler Retro
Woodrow Wilson School				Fire Sprinkler System
Hotel Beaumont				"
Port Arthur Bank & Savings				"

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Kevan W. Cuniff, *being first duly sworn, deposes and says that:*

(1) He is Vice - President *of* Coastal Sprinkler Co. Inc, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Kevan W Cuniff

Vice President
Title

Subscribed and sworn to before me by the said Kevan Cuniff *on this* 20th *day of* October, *20* 14.

By: Wendy Duhon
Notary Public

Jefferson *County,* Texas

My commission expires 7/16, *20* 18.

WENDY M. DUHON NOTARY PUBLIC STATE OF TEXAS EXPIRES 7-16-2018

[Notary Seal]

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Mechanical Specialty Systems 842-9404

Scope Of Work: Division 23 - HVAC

Firm Information

Name: Mechanical Specialty Systems, LLC

Address: 4070 Washington Blvd., Beaumont, Texas 77705

Phone: 409-842-9400

Fax: 409-842-9404

Email/Website: ryan.rosson@mechanicalspecialtysystems.com

Principals/Parnters: Ryan A. Rosson

Date Firm Started: January 2014

Bonding Capacity: TBD

Bonding Agent/Address: TBD

Insurance Coverage: Please see attached COI

Insurance Agent/Address: Gulf Coast Insurance Agency, Beaumont, Texas

Project Team – Provide Resume For Each Person Listed

Principal In Charge: Ryan A. Rosson

Project Manager: Rodney Broussard

Estimator: Ryan A. Rosson

Superintendent: TBD

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Richmond State School Richmond, Texas	1960's	Texas HHSC		Mechanical Upgrade
Franklin Elementary E.S.	1920's	PAISD		Mechanical Upgrade
Thomas Jefferson H.S.	1960's	PAISD		Mechanical Upgrade
Lamar University	1960's			Mechanical Upgrade

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2014

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

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

PRODUCER	CONTACT NAME: Christina Stafford
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 898-4444 FAX (A/C, No): (409) 898-4468 E-MAIL ADDRESS: cs1@gcia-tx.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Liberty Mutual — 23043
INSURED	INSURER B :
Mechanical Specialty Systems, LLC. 4070 Washington Blvd. Beaumont TX 77705	INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2014/2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			BK51556015627	3/7/2014	3/7/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAS1556015434	3/7/2014	3/7/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM/UIM CSL BI & PD	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			US01556325294	9/26/2014	3/7/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS56325294	9/26/2014	9/26/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The general liability, automtobile liability, umbrella and workers compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/CMS

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DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Ryan A. Rosson, *being first duly sworn, deposes and says that:*

(1) He is President *of* Mechanical Specialty Systems *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Ryan A. Rosson.

President.
Title

Subscribed and sworn to before me by the said Ryan A. Rosson *on this* 20th *day of* October, *20* 14.

By: Lisa L. Braneff
Notary Public

Jefferson *County,* Texas

[Notary Seal]

My commission expires 8-8, *20* 16.

LISA L. BRANEFF NOTARY PUBLIC STATE OF TEXAS 08-08-2016

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Electrical Specialties, Inc. 860-5851

Scope Of Work: Electrical 260001-2

Firm Information

Name: Electrical Specialties, Inc.

Address: 1550 Langham Bmt. Texas 77707

Phone: 409-860-5211

Fax: 409-860-5851

Email/Website: jd@esibmt.com www.esibmt.com

Principals/Parnters: Jonathan Daniel Burns - President

Date Firm Started: June 06, 1996

Bonding Capacity: $1,000,000.00 - $2,000,000.00

Bonding Agent/Address: Sure Tec - 1330 Post Oak Blvd. Houston, Tx.

Insurance Coverage: $1,000.000.00 - $2,000,000.00

Insurance Agent/Address: Insurica 6011 Garth Rd. Baytown Tx.

Project Team – Provide Resume For Each Person Listed

Principal In Charge: J.D. Burns

Project Manager: J.D. Burns

Estimator: J.D Burns

Superintendent:

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
See Attachment - ESI was Prime Contractor on Tyler County Courthouse				
Hardin County Courthouse - Cabana - Clock Tower w/ Daniels Construction 409-838-9006				

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Oil Tanking	3/16/2012		Sigma 409-898-1001	

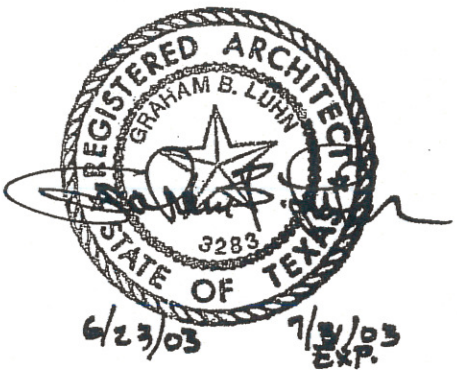
PROJECT MANUAL

FOR

PHASE ONE
RESTORATION/RENOVATION OF THE 1891/1935 TYLER COUNTY COURTHOUSE

WOODVILLE, TYLER COUNTY, TEXAS

GRAHAM B. LUHN, F.A.I.A., ARCHITECT
4200 WESTHEIMER, SUITE 270
HOUSTON, TEXAS 77027
(713) 529-6969 (713) 529-3411 (FAX)



DBR CONSULTING ENGINEERS
9990 RICHMOND AVENUE, SUITE 300
HOUSTON, TEXAS 77042
(713) 914-0888 (713) 914-0886 (FAX)

23 JUNE 2003

PROJECT NO. L-9906

SureTec

June 12, 2014

Re: Electrical Specialties, Inc.

To Whom It May Concern:

It is with pleasure that we express our confidence in our contractor client Electrical Specialties, Inc..

We have written bonds for Electrical Specialties, Inc. and have approved numerous requests for bid and performance bonds. While we do not have a formal bond limit for Electrical Specialties, Inc., we would consider any reasonable requests for surety credit. In the past, we have considered bonds in the $1,000,000 single range with an aggregate limit in the $2,000,000 range.

Any arrangement for bonds is a matter between Electrical Specialties, Inc. and the surety and we assume no liability to you or third parties if for any reason we do not execute bonds or if circumstances change after the date of this letter.

Should you have any questions, please feel free to contact me at.

Sincerely,

Christina Moore

Christina Moore
Underwriter
SureTec Insurance Company

1330 Post Oak Boulevard • Suite 1100 • Houston, Texas 77056 • 713.812.0800 • 888.344.3362 • Fax 713.812.0406
www.suretec.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2014

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

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

PRODUCER
INSURICA
6011 Garth Road
Suite A
Baytown TX 77521

CONTACT NAME: Lura Johnson, CISR, ACSR
PHONE (A/C, No, Ext): (281) 421-7605 **FAX (A/C, No):** (866) 652-9381
E-MAIL ADDRESS: ljohnson@INSURICA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: America First Lloyds Ins. Co.	11526
INSURER B: America First Ins. Co.	12696
INSURER C: Service Lloyds Ins. Co.	43389
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Electrical Specialties, Inc.
1550 Langham

Beaumont TX 77707

COVERAGES **CERTIFICATE NUMBER:** CL1353078900 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			CBP6749234	6/4/2013	6/4/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA6749232	6/4/2013	6/4/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined	$ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CU8856142	6/4/2013	6/4/2014	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SRZE24296-13	6/3/2013	6/3/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Zeringue, CIC/SCAMP Randy Zeringue

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COMMENTS/REMARKS

The GL policy includes blanket additional - owners, contractors, lesses, automatic status when required in a construction agreement with you per form 22-132. Additional insured - automatic status when required in a construction agreement with you - contractors completed operations per form including products completed operations per form 22-135. Construction Project's - general aggregate limit per project per form 22-127. Blanket waiver of transfer of rights of recovery against others to us- when required in a contract or agreement with you per form 22-126. All subject to policy terms/conditions/exclusion. Blanket 30 day notice of cancellation subject to policy terms/conditions/exclusions.

The Auto includes Blanket Addtional Insured automatic status when required by written agrement with you per form 16-59F subject to policy terms/condtions/exclusions. Blanket 30 day notice of cancellation subject to policy terms/conditions/exclusions.

The Work Comp includes a blanket waiver of rights of recovery against others to us- when required in a contract or agreement with you per form 24296, subject to policy terms/conditions/exclusion. Blanket 30 day notice of cancellation subject to policy terms/conditions/exclusions.

COPYRIGHT 2000, AMS SERVICES INC.

Electrical Specialties, Inc.

1550 Langham

Beaumont, Texas 77707

Phone: (409)860-5211 Fax: (409)860-5851

Residential * Commercial * Industrial * Fire & Security Systems * Monitoring Systems

6/13/14

Company Experience:

Electrical Specialties, Inc. was established in June 1996 in Beaumont, Texas. ESI has been engaged in numerous industrial, commercial ,residential, multifamily dwellings, motels, generator installation and hook ups.

ESI maintains a work force of 22-50 employees and has annual gross sales in excess of $7,000,000.00.

Owner:

Jonathan Daniel Burns has a work experience of over 31 years.
Jonathan Daniel Burns has a Master Electrician since 1992.

Superintendent:

Dan Sweat is an additional estimator/ superintendent; he has 43 + years of experience in waste water & water treatment. He has also held a master electrician since 1982.

ESI also holds Fire alarm & security licenses, these operations are performed with our own forces.

ESI is also heavily engaged in the design build market as well.

Please feel free to call and or email with any questions. The office numbers are listed above and also my cell: # 409-659-1504.

Thanks,
ELECTRICAL SPECIALTIES, INC.

JD Burns

President

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: ELECTRICAL SPECIALTIES INC **Risk ID:** 420600801

Rating Effective Date: 06/03/2011 **Production Date:** 02/28/2011 **State:** TEXAS

State	Wt	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX-A	.13	1070	40,699	52,852	12,153	0	0	0	0
TX-B	.13	1070	850	1,104	254	0	0	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.13		41,549	53,956	12,407	0	10,963	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 0	C * (1 - A) + G 47,111	(A) * (F) 0	(J) 47,111
Expected	(E) 12,407	C * (1 - A) + G 47,111	(A) * (C) 5,401	(K) 64,919

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .73

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: ELECTRICAL SPECIALTIES INC **Risk ID:** 420600801

Rating Effective Date: 06/03/2012 **Production Date:** 03/29/2012 **State:** TEXAS

State	Wt	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX-A	.14	1070	39,989	51,928	11,939	0	0	0	0
TX-B	.14	1070	2,426	3,151	725	0	0	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.14		42,415	55,079	12,664	0	11,463	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	47,940	0	47,940
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	12,664	47,940	5,938	66,542

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.72

****
**** REVISED RATING ****
****
REVISED RATING TO INCLUDE UPDATED DATA FOR:
TX 1ST REPORT(S) FOR POL. #: BBW001287, EFF.: 08/17/10

Copyright 1993-2012, All rights reserved. This experience modification factor is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this experience rating modification factor or any part thereof may be used without the written consent of NCCI. NCCI makes no representation or warranty, expressed or implied, as to any matter whatsoever including but not limited to the accuracy of any information, product or service furnished hereunder and, as to NCCI, recipient of this experience rating modification factor subscribes to and utilizes the information service "as is".

SERVICE LLOYDS INSURANCE COMPANY

PO BOX 26850 * AUSTIN TX 78755-0850 * (512) 637-3886 * (800) 299-6977

Invoice# 341484

Final Approval

Workers' Compensation Monthly Premium Report (MPR) Summary

Policyholder:
ELECTRICAL SPECIALTIES, INC.
1550 LANGHAM RD
BEAUMONT, TX -3449
Email: debfoxx@gmail.com; debfoxx@aol.com

Policy Number: SRZE24296-13
Policy Effective: 06/03/2013
Reporting Period: 06/03/2013 through 03/31/2014

Date Printed: 5/12/2014

Summary of Policy Totals Reported: 06/03/2013 - 03/31/2014

Classification Description	Class Code	Est. Payroll	Rate Per $100	Est. Premium
BURGLAR ALARM INSTALLATION OR	7600	141,664	4.87	6,899
EXECUTIVE OFFICERS NOC-PERFORMING	8809	180,962	0.36	651
CLERICAL OFFICE EMPLOYEES NOC	8810	57,432	0.30	172
ELECTRICAL WIRING & DRIVERS	5190	947,635	5.98	56,669
Waiver of Subrogation	930			1,288
Coverage C - Employers Liability	9812			1,314
Totals		1,327,693		66,993
	Modifier		0.74	
	Modified Premium			49,575
	Scheduled Rating		-35%	-17,351
	Medical Network Discount		-0.12	-3,867
	Premium Discount		-10%	-2,836
	Net Standard Premium			25,521

POLICY SUMMARY TOTALS

Expense Constant		165
TRIPRA Surcharge	.024	319
Policy-To-Date Premium		**26,005**

STATEMENT OF ACCOUNT

Policy-To-Date Premium	26,005.00
Due from Previous Policy	0.00
Credit/Additional Audit Premium	1,638.00
	27,643.00
Premium Paid-To-Date	-27,643.00
Balance Due	**0**

Note: The above Monthly Premium Report Summary is subject to verification by company. Final premium will be determined upon audit of actual payroll per classification for the policy period. Any changes made to the above Monthly Premium Report Summary are subject to the company's approval.

INSURICA INSURANCE MANAGEMENT NETWORK

June 3, 2014

Electrical Specialties Inc.
1550 Langham
Beaumont TX 77707

RE: Workers Compensatoin Policy #: SRZE24296-13
Effective date: 6-3-14 to 6-3-415

Mr. Burns,

Listed below is your current workers compensation experience modifier for the above captioned?

2014 .74

Sincerely,

Lura Johnson

Lura Johnson, CISR, ACSRm CRISS
INSURICA
Phone: (281)421-7605
Fax: (866)652-9381

[All Branch Addresses and Contact Info at bottom]

CHASE

Aimee Slott
Vice President
Business Banking

May 13, 2014

RE: Electrical Specialties, Inc.
1550 Langham
Beaumont, TX 77707

To Whom It May Concern:

Electrical Specialties, Inc. originated a Line of Credit in September of 2013. The amount of the Line is $250,000.

Please feel free to request additional information, if necessary.

Sincerely,

Aimee Slott
Vice President
Relationship Manager

JPMorgan Chase Bank, N.A. - Business Banking - TX2-6057, 6025 Eastex Freeway, Beaumont, TX 77706
Telephone: 409 898 5100 • Facsimile: 409 898 5190
aimee.slott@chase.com

To date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 11

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
1	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		(M)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name E.S.I

Street 1550 Langham

City Bmt State Tx ZIP 77707

Industry description (e.g., *Manufacture of motor truck trailers*)
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., *3715*)
1731

OR

North American Industrial Classification (NAICS), if known (e.g., *336212*)
566915

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 28

Total hours worked by all employees last year 66,915

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive — Title

409, 892. 5211 — Phone

2/2/12 — Date

500

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 11

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name E.S.T

City Bmt State Tx

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
1	Johnny Langston	Super.	12/28 month/day	3100 Eastex Frwy	fatality / car wreck	☒	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
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			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
					Page totals ➤	1	0	0	0	0	0						

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page ___ of

Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6)

502

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 12

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name E.S.I.

Street 1550 Langham Rd

City Bmt State Tx ZIP 77707

Industry description (e.g., *Manufacturr of motor truck trailers*)
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., *3715*)
1731

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
6691 5

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees 28

Total hours worked by all employees last year 52,329

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive Fox Title Off/Mngr

Phone 409 860 -5211 Date 2/7/13

503

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 12

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name E.S.I

City Bmt State Tx

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
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			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
Page totals ➤						0	0	0	0	0	0						

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of ___

Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

504

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 13

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
6	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	1	(4) Poisonings	0
		(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name E. S. I.

Street 1550 Langham Rd

City Beaumont State Tx ZIP 77707

Industry description (e.g., Manufacture of motor truck trailers)
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)
1731

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
236915

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 30

Total hours worked by all employees last year 54,738

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Mike Fox — Company executive
Off Manager — Title
409 860 5211 — Phone
2/4/14 — Date

505

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 13

U.S. Department of Labo
Occupational Safety and Health Administratio

Form approved OMB no. 1218-017

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name E. S. T

City Bmt State Tx

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "Injury" column o choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)			Remained at Work				(M)					
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other (6
1	David C. Fox	Electricia	11/7/13 month/day	attic	broken finger	☐	☑	☐	☐	6 days	___ days	☑	☐	☐	☐	☐	☐
___			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
___			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
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___			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
					Page totals ➤	0	1	0	0	6	0	1	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of

Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Electrical Specialties, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1550 Langham

Requester's name and address (optional)

City, state, and ZIP code
Beaumont, Texas 77707

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
7	6	–	0	5	0	5	3	2	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► J D Burns Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: JPL Electric 794-1780

Scope Of Work: Electrical 260001-2

Firm Information

Name: JPL Electric, LLC

Address: 11720 Dugat Rd

Phone: 409-794-1780

Fax: 409-794-1780

Email/Website: janetleblanc@sbcglobal.net

Principals/Partners: Janet E. LeBlanc

Date Firm Started: January 2007

Bonding Capacity: 400,000.00

Bonding Agent/Address: Suretec Houston

Insurance Coverage: FCCI Insurance Co - See COI

Insurance Agent/Address: Insurica / 6011 Garth Rd Suite A

Project Team – Provide Resume For Each Person Listed

Principal In Charge: Danny Youngblood

Project Manager: Danny Youngblood

Estimator: Danny Youngblood

Superintendent:

DANNY J YOUNGBLOOD

2535 63RD STREET
PORT ARTHUR, TX 77640
(409) 736-2459
tmby@hotmail.com

Career Objective

Seeking position utilizing 27 years electrical experience and supervisory experience.

Summary of Qualifications

27 yrs electrical experience; work in refineries, commercial and residential wiring, shop supervisor and estimator experience; networking and programming experience.

Work History

Aug 01, 1991

Gulf Coast Electric - Beaumont, Texas
shop supervisor/estimator/electrician
I have worked in area refineries including trouble shooting different types of equipment, conduit runs, wire pulling, high voltage terminations, fabrication, welding and heat tracing. Outside refineries I have done commercial and residential wiring, trouble shooting, maintenance, Cat 6 installations and terminations, fiber installations and terminations, testing of both fiber and Cat 6 installations. I have installed and programmed small phone systems. My responsibilities have included bidding small work, running the service department, overseeing all data and networking and overseeing daily work of employees when owner is out of the office.

More work history available upon request.

Education

Electrical Training Center - Nederland, Texas
Education Level: 3+ years college, technical or vocational school
Graduated: Yes

Port Neches Groves High School - Port Neches, Texas
Education Level: High School Diploma/GED
Graduated: Yes

Training

Corning Fiber
Fiber Termination
Status: Completed

RayTech Industries
High Voltage Terminations
Status: Completed

References

Mike Hogan
project manager
Lamar University
(409) 880-8471

Billy Minton
job supervisor/estimator
Gulf Coast Electric
(409) 331-4032

Frank Zummo
owner
Zummo's Meat Packing
(409) 842-1810

Jerry LeBlanc
owner
JPL Electric
(409) 790-3335

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Dr Pepper Building	? Stark Foundation	N/A		New Electrical & Lighting

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

Janet E. LeBlanc, *being first duly sworn, deposes and says that:*

(1) He is Janet E. LeBlanc *of* JPL Electric, LLC, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Janet E. LeBlanc

owner
Title

Subscribed and sworn to before me by the said #7 Janet LeBlanc *on this* 17 *day of* October, *20* 14.

By: Jerie Gore
Notary Public

Jefferson *County,* Texas

My commission expires 9-30, *20* 17.

[Notary Seal]

JERIE LYNN GORE
Notary Public
State of Texas
My Comm. Expires 09-30-2017

END OF DOCUMENT

Jefferson County Courthouse Mechanical & Safety Upgrades
Jefferson County – Beaumont, Texas

Subcontractor Qualification Statement

Subcontractor: Advanced Systems Alarm 840-5250

Scope Of Work: Fire Alarm 283100-2

Firm Information

Name: Advanced Systems Alarm Services

Address: 1130 Lindbergh

Phone: 409.840.2077

Fax: 409.840.5250

Email/Website: www.texasalarms.com

Principals/Parnters: WAYNE DUERLER VP, MARK GUNSTREAM

Date Firm Started: 05-06-1999

Bonding Capacity:

Bonding Agent/Address:

Insurance Coverage:

Insurance Agent/Address: Wayne Holub Insurance Agency, Inc.
3526 E. FM 528 Rd., Ste. 201 Friendswood, TX 77546

Project Team – Provide Resume For Each Person Listed

Principal In Charge: WAYNE DUERLER

Project Manager: GRANT POWELL

Estimator: WAYNE DUERLER, BOBBIE DUERLER

Superintendent: N/A

List all historic preservation projects (restoration, rehabilitation or stabilization) for buildings over 50 years old completed within the last ten (10) years

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
Kelly High School			N/A	Fire Alarm
TERRELL Library			N/A	Fire Alarm
Jack Brooks Federal Bldg			N/A	Fire Alarm
First Baptist Church (Down Town)			N/A	Fire Alarm

List other project experience of a similar nature (renovation or modernization) involving historic and/or older structures

Project Name & Location	Original Date Of Const & Original Architect	Owner & Phone #	Architect & Phone #	Scope of Work Done
St. Anthonys Church			N/A	Fire Alarm System
Calvary Baptist Church				Fire Alarm System
Stark Museum				Fire Alarm System

* Original Date of Const & Architect to follow.

MD

JEFFERSON CCH PH5 MECHANICAL AND SAFETY UPGRADES
Beaumont, Texas
Project No. 13018

NON-COLLUSION AFFIDAVIT
FOR SUBCONTRACTOR
00 6400 - 1

DOCUMENT 00 6400 - NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

1.01 FORM:

NON-COLLUSION AFFIDAVIT FOR PROPOSED SUBCONTRACTOR

State of Texas

County of Jefferson

BLAKE Duerler, *being first duly sworn, deposes and says that:*

(1) He is Estimator *of* Advanced Systems, *the Sub-Bidder that has submitted the referenced Sub-Bid;*

(2) He is fully informed respecting the preparation and contents of the referenced Sub-Bid submitted to Jefferson County, Texas (Owner) in connection with JEFFERSON COUNTY COURTHOUSE PH5 MECHANICAL AND SAFETY UPGRADES, BEAUMONT, JEFFERSON COUNTY, TEXAS (name of contract), and of pertinent circumstances respecting such Sub-Bid;

(3) Such Sub-Bid is genuine and is not a collusive or sham Sub-Bid;

(4) Neither the said Sub-Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Sub-Bid in connection with such Contract, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the referenced Sub-Bid or in the Bid of any other bidder, or to fix an overhead, profit, or cost element of the Sub-Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County, Texas (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the referenced Sub-Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Sub-Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

Estimator
Title

Subscribed and sworn to before me by the said BLAKE Duerler *on this* 20 *day of* OCTOBER, *20* 14.

By: WAYNE E. DUERLER SR.
Notary Public

Jefferson *County,* TEXAS

[Notary Seal]

My commission expires _____, *20* ____.

OCTOBER 23, 2014

END OF DOCUMENT

WAYNE EDWARD DUERLER, JR.
Notary Public, State of Texas
My Commission Expires
October 23, 2014

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 27, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-048/KJS, US 90 Crossover at Green Pond Gully Rd. **Specifications for this project may be obtained for a non-refundable fee of $25.00 from the Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas. Contact Mr. Donald Rao at 409-835-8584.**

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

BID NAME:	**US 90 Crossover at Green Pond Gully Rd**
BID NO:	**IFB 14-048/KJS**
DUE DATE/TIME:	**11:00 AM, Tuesday, November 18, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, Texas 77701**

There will be a pre-bid conference at 10:00 AM on Wednesday, November 12, 2014. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Any questions relating to these requirements should be directed to Karen Smith, Assistant Purchasing Agent, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 29th and November 5th, 2014

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

October 6, 2014

LEGAL NOTICE

Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 14-049/KJS), Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV. All bids must be submitted 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, Tuesday, November 18, 2014. Bids will be publicly opened and read at that time.

Specifications and plans are available for a non-refundable $75.00 charge at Action Civil Engineers, PLLC. 3727 Doctors Drive, Port Arthur, Texas 77642. Contact Number 409-983-6263. For questions and addendums see http://www.co.jefferson.tx.us/Purchasing/main.htm or call Karen Smith, Jefferson County Assistant Purchasing Agent at 409-835-8593.

A mandatory Pre-Bid Conference will be held on November 13, 2014 at 11:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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

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

BID NAME:	**Cheek Community Sewer Improvements GRINDER PUMPS– Cheek Phase IV**
BID NO:	**IFB 14-049/KJS**
DUE DATE/TIME:	**11:00 AM, November 18 , 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX77701**

Sincerely,

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on October 29th & November 5th, 2014.

ATTACHMENT A

IFB 14-041/JW
Term Contract for Liquid Soil Stabilizer for Jefferson County

Base Seal International, Inc.
15822 River Roads Drive
Houston, TX 77079
Attention: Maxine Williams or James Williams
281-497-7743 phone 281-497-1345 fax
baseseal@baseseal.com

Description	**Amount per gallon**
Price per gallon **55** gallon drums (complete drum capacity)	$16.25
Dilution Rate: Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid oz. per CY of soil to be treated.	

Coverage in linear feet per gallon,based upon crushed limestone base material and roadway 20'-0 X 6" deep.	**Coverage Rate Linear Feet per gallon**
	23.5

TOTAL= $893.75
(Per 55 gallon drum)

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Company Name
BASE SEAL INTERNATIONAL INC

Address
15822 RIVER ROADS DRIVE

City State Zip
HOUSTON TEXAS 77079

Signature of Person Authorized to Sign
Maxine Williams

Printed Name
Maxine Williams

Title President

For clarification of this offer, contact:

Name
MAXINE OR JAMES WILLIAMS

Phone Fax
281-497-7743 281-497-1345

E-mail
baseseal@baseseal.com

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Liquid Soil Stabilizer for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-041/JW, Term Contract for Liquid Soil Stabilizer for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

CONTRACT RENEWAL FOR (IFB 13-021/JW), TERM CONTRACT FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with AOSS Medical Supply for one (1) year, from November 12, 2013 to November 11, 2014, 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 the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
AOSS Medical Supply

Linda Liew AOSS medical

(Name) Linda Liew

CONTRACT RENEWAL FOR (IFB 13-021/JW), TERM CONTRACT FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Certified Laboratories for one (1) year, from November 12, 2013 to November 11, 2014, 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 the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Certified Laboratories a Division of NCH Corporation

A. M. Setzer

(Name)

CONTRACT RENEWAL FOR (IFB 13-021/JW), TERM CONTRACT FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Hygeia Enviro Clean, Inc for one (1) year, from November 12, 2013 to November 11, 2014, 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 the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Hygeia Enviro Clean, Inc.

(Name)

CONTRACT RENEWAL FOR (IFB 13-021/JW), TERM CONTRACT FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with ICS Jail Supplies for one (1) year, from November 12, 2013 to November 11, 2014, 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 the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
ICS Jail Supplies

(Name)

CONTRACT RENEWAL FOR (IFB 13-021/JW), TERM CONTRACT FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with JanPak for one (1) year, from November 12, 2013 to November 11, 2014, 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 the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
JanPak

Phil Owens
(Name)

CONTRACT RENEWAL FOR (IFB 13-021/JW), TERM CONTRACT FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Matera Paper Company, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, 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 the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Matera Paper Company, Inc.

(Name)

CONTRACT RENEWAL FOR (IFB 13-021/JW), TERM CONTRACT FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Professional Polish, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, 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 the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Professional Polish, Inc.

(Name)

CONTRACT RENEWAL FOR (IFB 13-021/JW), TERM CONTRACT FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Sanitary Supply Company, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, 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 the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Sanitary Supply Company, Inc

Larry W Brantham
(Name)

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT I TO CONTRACT

October 22, 2014

C & I Oil Company, Inc.
6050 College Street
Beaumont, TX 77707
Attention: Mr. Eddie Bates

This letter will serve as Amendment I (one) to Contract No. 14-006/JW, Term Contract for Marine Motor Fuel for Jefferson County.

Amendment I (one) will add the following Tankwagon Delivery Locations:

- **Jefferson County - Precinct 2 Service Center**
  7759 Viterbo Road, Beaumont, TX 77705
- **Jefferson County - Precinct 3 Service Center**
  5700 Jade Avenue, Port Arthur, TX 77640

For storage of fuel purchased under this contract, C & I Oil Company, Inc. will provide (with rental fee waived) a 500 gallon fuel tank and containment pan for each precinct.

- **$150.00 delivery/setup fee** will apply for fuel tanks that are *delivered* by C & I to the precincts.
- **No delivery/setup fee** will be applied should Jefferson County pick up a fuel tank at the C & I location at 6050 College Street, Beaumont, Texas.

There will be no changes to Current Pricing (listed below).

		C & I Oil Company, Inc. 6050 College Street Beaumont, TX 77707 Contact: Steve Stokes, Sales Director (409) 833-6331 phone (409) 833-5063 fax steve@cioil.com	
Item	Description	**Brand**	**+/- Factor**
1	**Ethanol-Free, 91 or Higher Octane Fuel** To Be Delivered via Tank Wagon.	unbranded Number of Octane Bid for Item 1: 91 or Higher	**+ .2600**
2	**Ethanol-Free, 89 Octane Fuel** To Be Delivered via Tank Wagon.	unbranded	**+ .2600**
3	**Ethanol-Free, 87 Octane Fuel** To Be Delivered via Tank Wagon	unbranded	**+ .2600**

Please sign below, and return to Jamey West, Contract Specialist via email at: jwest@co.jefferson.tx.us

Eric L. Dalton — 10-22-2014

C& I Oil Company, Inc. — Date

Jeff R. Branick, Jefferson County Judge — Date

FieldTurf
A Tarkett Sports Company

October 20, 2014

PRICING PROPOSAL FOR FORD PARK FIELD 1 BUYBOARD PROPOSAL – CONTRACT #391-12

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled grass surface.

Field Name	**Ford Park Field 1**
Turf System	**FieldTurf Classic**
Square Footage	**Approx. 11,312 sf**
Field Markings	**Baseball and Softball Markings**
Price	**$ 128,532**

The FieldTurf Quality Guarantee

To achieve unmatched quality and level of performance, we have invested heavily in modernizing our plants with the latest fiber manufacturing, coating and tufting technologies along with top manufacturing talent, and specialized installation equipment. Our dedicated CAD-based design department supports customization for each client, and our experts ensure timely delivery and installation on every project.

The world leader in artificial turf innovation is ISO 9001, ISO 14001 and OHSAS 18001 certified for its leadership in quality, environment and safety management systems. FieldTurf's Calhoun facility represents the only artificial turf manufacturing operation in North America to have received these ISO certifications.

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

Price Includes

1. Mobilization (demolition and turf installation crews)
2. Removal and reinstallation of perimeter fencing as required gaining site access
3. Excavate field to sub-grade and dispose of spoils onsite at location designated by client – all grading, stabilization and erosion control measures shall be completed by client
4. Lime Stabilize subgrade areas to receive the synthetic turf 6" deep at 6%

7445 Cote-de-Liese Road, Suite 200 Montreal, Quebec H4T 1G2
Toll Free: 1-800-724-2969 Tel.: (514) 340-9311 Fax: (514) 340-9374
Website: http://www.fieldturf.com

FieldTurf
A Tarkett Sports Company

5. Laser grade & compact the field sub-grade
6. Excavate for 6" perforated perimeter drains along the field perimeter
7. Supply and install 20 mil impervious liner over entire field sub-grade and in the trenches
8. Supply and install pressure treated 2" x 4" lumber at field perimeter for turf attachment
9. Supply & Install 6" HDPE dual wall pipe with appropriate fittings connecting to existing storm drainage system
10. Supply and install new home plate, portable pitching mound and pitching rubber ($2500 mound allowance included) and (3) set of bases including all associated ground anchors
11. Supply and install rock base
12. Laser grade and compact rock base
13. Sod restoration as required for our scope of work
14. Supply and install 2.0" FieldTurf Classic (sand and rubber infill) synthetic turf playing surface
15. Synthetic turf playing surface will be green in color at the infield limits, terra cotta base boxes, mound areas, and home plate circle
16. Installation of inlaid baseball and softball markings
17. Place, seam and sew synthetic turf rolls together and nail to perimeter nailer boards
18. Supply, deliver and groom into the synthetic turf playing surface FieldTurf's patented and proprietary blend of dust free, kiln dried, non angular silica sand and cryogenic SBR rubber granules.
19. Prepare drawings as necessary for synthetic turf requirements and submit for approval
20. Survey and mark out areas as necessary for our work
21. Clean up and disposal of any material caused by our work
22. Buy Board Fees
23. 100% Payment and Performance Bonds are included within our lump sum total

Care and maintenance and warranty of new synthetic turf surface

1. Provide a ONE (1) YEAR WARRANTY on rock base, concrete work incorporated into the project.
2. Provide a FIVE (5) YEAR WARRANTY on synthetic turf playing surface solely by Fieldturf, with the exception of home plate, pitchers mound and the base paths which shall carry a 2 year manufacturers warranty.

Price does not include:

a) Unless otherwise specified, does not include any G-max testing of the finished FieldTurf playing surfaces.
b) The supply of manholes or clean-outs or grates, or supply of the manhole covers that are not required within the limits of proposed FieldTurf; and downstream treatment structures that may be deemed necessary upon SWP3 Engineering reviews and approvals.
c) Irrigation and layout.

FieldTurf
A Tarkett Sports Company

d) Electrical work.
e) Relocation, removal or repairs of existing un-marked utilities
f) Testing by others.
g) Bullpens
h) Backstop
i) Scoreboard
j) Dugouts
k) Site security
l) Perimeter mow strips
m) Fencing
n) Athletic equipment other than noted above
o) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated. We propose a complete product, however, undercut and replacement of unsuitable materials as determined by the Owner's testing lab is best handled on a Unit Price Basis. Please note that this is a different issue than Lime Stabilization.
p) Asphalt paving
q) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play
r) All applicable taxes, prevailing wages, union labor or other labor law levies.
s) Anything not specifically noted above

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

Please feel free to reach out to any member of our project team with questions about our offer:

Tara Clarini
Project Manager
514.375.2571
Tara.Clarini@fieldturf.com

Bryan Cox
Regional Sales Manager
512.925.9788
Bryan.Cox@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Charles Cook – VP of Construction and Installation
FieldTurf USA, Inc.

FieldTurf
A Tarkett Sports Company

Conditions

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;

b) Final payment shall be upon the substantial completion of FieldTurf's obligations;

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);

d) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under a typical field size and scenario, FieldTurf further requires approximately 75 days unencumbered access to the field to complete the field, subject to weather, other delays beyond the control of FieldTurf and *force majeure*.

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.

h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

i) All colors are to be chosen from FieldTurf's standard colors.

7445 Cote-de-Liese Road, Suite 200 Montreal, Quebec H4T 1G2
Toll Free: 1-800-724-2969 Tel.: (514) 340-9311 Fax: (514) 340-9374
Website: http://www.fieldturf.com

ACTION CIVIL ENGINEERS, PLLC
dba d.p. Consulting Engineers
Firm Registration No. F-16376

October 23, 2014

Jefferson County Purchasing Department
1149 Pearl Street
Beaumont, Texas 77701

RE: Recommendation to Award a Contract
"Force Main Improvements Cheek Community IFB 14-046/KJS"
Jefferson County
ACE Job No. 112-12B Force Main Improvements Cheek Community - Phase IV

Dear Ms. Clark:

We have reviewed bids received from four (4) contractor's submitting bids for the project referenced above. Bids were received until 11:00 A.M. October 23, 2014, opened and read out loud in the meeting room at Commissioners Court. Nine (9) contractors had secured plans and specifications for the above referenced project; and four (4) elected to submitted bids.

The low bid from **T. Johnson Industries, Inc.** in the amount of **$139,314.00.00**, with one hundred twenty (120) calendar days to complete the project is a reasonable cost and time frame in today's construction market for this type of project.

Therefore in conclusion we recommend award of a contract to **T. Johnson Industries, Inc.,** for their low and responsive bid in the amount of **$139,314.00.00**, for the construction of the *"Force Main Improvements Cheek Community IFB 14-046/KJS"*.

Sincerely,

.....

Thank you
Chanakya Sah, P.E.
Project Engineer
Action Civil Engineers, PLLC
dba d.p. Consulting Engineers
3727 Doctors Dr.
Port Arthur, Texas 77642

CONSTRUCTIONZONE

Final Estimate

Tim Slack
Construction Zone
R130203 - 2013 TCPN National JOC Construction Zone - Basic Contract Year - 6/01/2013 to 5/31/2014
Jefferson County Jail-Emergency Fire Alarm Replacement - R130203-TX-2464

Estimator: Tim Slack | **Jefferson County Jail-Emergency Fire Alarm Replacement**

Division Summary (MF04)

01 - General Requirements	$141,247.64
02 - Existing Conditions	
03 - Concrete	$6,510.00
04 - Masonry	
05 - Metals	$11,579.00
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	$3,750.00
09 - Finishes	$5,670.00
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$167,238.75
26 - Electrical	$354,285.50
27 - Communications	
28 - Electronic Safety and Security	$196,555.50
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternates	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	**$886,836.39**

Totalling Components

Priced Line Items	$886,836.39
RSMeans BEAUMONT, TX CCI 2014Q3, 86.50%	$(119,722.91)
2012 TCPN JOC R130203 National CZ Regular Texas (1.0000%)	$7,671.13
Nonpriced Line Items	
2012 TCPN JOC R130203 National CZ Nonpriced (20.0000%)	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$312,305.66
Labor:	$430,783.44
Equipment:	$255.90
Other:	$143,491.39
Laborhours:	3,857.78
Green Line Items:8	$60,847.75

Priced/Non-Priced

Total Priced Items:	75	$886,836.39	
Total Non-Priced Items:	0	$0.00	0.00%
	75	$886,836.39	

Grand Total **$774,784.61**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0160	Field personnel, general purpose laborer, average In support of working in secure facility	Week	12.0000	$2,400.00	$28,800.00	RSM14FAC L, O&P	P
2	01-31-13-20-0220	Field personnel, project manager, maximum	Week	8.0000	$4,125.00	$33,000.00	RSM14FAC L, O&P	P
3	01-31-13-20-0280	Field personnel, superintendent, maximum	Week	12.0000	$3,825.00	$45,900.00	RSM14FAC L, O&P	P
4	01-31-13-90-0100	Performance bond, for buildings, maximum	Job	745,503.0000	2.5000%	$18,637.58	RSM14FAC O&P	P
5	01-41-26-50-0100	Permits, rule of thumb, most cities, maximum	Job	745,503.0000	2.0000%	$14,910.06	RSM14FAC O&P	P
		01 - General Requirements Total						**$141,247.64**
03 - Concrete								
6	03-82-13-10-0500	Core drilling, including bit cost, layout and set-up time, reinforced concrete slab, up to 6" thick, 4" diameter core	Ea.	30.0000	$82.00	$2,460.00	RSM14FAC M, L, E, O&P	P
7	03-82-16-10-0100	Concrete impact drilling, including bit cost, layout and set-up time, excluding anchors, up to 4" deep in concrete or brick floors or walls, holes, 1/4" diameter	Ea.	500.0000	$8.10	$4,050.00	RSM14FAC M, L, O&P	P
		03 - Concrete Total						**$6,510.00**
05 - Metals								
8	05-05-19-20-0300	Expansion anchors, anchors for concrete, brick or stone, no layout and drilling, expansion shields, zinc, 1/4" diameter, 1-3/8" long, double	Ea.	500.0000	$7.75	$3,875.00	RSM14FAC Gm, M, L, O&P	P
9	05-54-13-70-0020	Trench covers, field fabricated, cast iron grating with bar stops and angle frame, to 18" wide In support of overhead metal cage.	L.F.	24.0000	$296.00	$7,104.00	RSM14FAC Gm, M, L, O&P	P
10	05-54-13-70-0500-0900	Trench covers, for custom fabrication, add (Modified using 05-54-13-70-0900)	L.F.	24.0000	$25.00	$600.00	RSM14FAC Gm, M, O&P	P
		05 - Metals Total						**$11,579.00**
08 - Openings								
11	08-31-13-10-1350	Types of framed access doors, fire rated door with lock, metal, 36" x 36"	Ea.	6.0000	$625.00	$3,750.00	RSM14FAC M, L, O&P	P
		08 - Openings Total						**$3,750.00**
09 - Finishes								
12	09-01-70-10-0130	Gypsum wallboard repairs, dents, 2" to 4" square	Ea.	30.0000	$25.00	$750.00	RSM14FAC M, L, O&P	P

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
13	09-01-70-10-0160	Gypsum wallboard repairs, cut square, patch, sand and finish, holes, 4" to 8" square	Ea.	40.0000	$61.00	$2,440.00	RSM14FAC M, L, O&P	P
14	09-01-70-10-0210	Gypsum wallboard repairs, cut square, patch, sand and finish, holes, 16" by 48"	Ea.	20.0000	$124.00	$2,480.00	RSM14FAC M, L, O&P	P
		09 - Finishes Total						**$5,670.00**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)								
15	23-09-23-10-3229	Control components and DDC systems, subcontractor's quote including material and labor, D.D.C. controller, average 50' run in conduit, mechanical room, including 120 volt single phase power supply, software programming and checkout, 32 point controller In support of VESDA control panels	Ea.	20.0000	$5,200.00	$104,000.00	RSM14FAC O&P	P
16	23-09-43-10-0240	Pneumatic control systems, including a nominal 50 feet of tubing, add control panelboard if required, heating and ventilating, split system, mixed air control, economizer cycle, panel readout, tubing, for 10 to 20 tons In support of air handler controls	Ea.	5.0000	$7,925.00	$39,625.00	RSM14FAC Gm, M, L, O&P	P
17	23-09-43-10-0240-0020	Electronic control systems, for electronic costs to Section 23 09 43.10, add (Modified using 23-09-33-10-0020)	Ea.	5.0000	$1,188.75	$5,943.75	RSM14FAC Gm, O&P	P
18	23-09-43-10-0240-1100	Labor adjustment factors, add to labor for elevated installation, above floor level, 15' to 19.5' high (Modified using 22-01-02-20-1100)	Ea.	5.0000	$400.00	$2,000.00	RSM14FAC Gm, L, O&P	P
19	23-09-43-10-0240-3100	Labor adjustment factors, add to labor for multi-story building, add per floor for floors 3 through 19 (Modified using 22-01-02-20-3100)	Ea.	5.0000	$40.00	$200.00	RSM14FAC Gm, L, O&P	P
20	23-09-43-10-0240-4260	Labor adjustment factors, add to labor for working in existing occupied buildings, multi dwelling (Modified using 22-01-02-20-4260)	Ea.	5.0000	$300.00	$1,500.00	RSM14FAC Gm, L, O&P	P
21	23-33-13-16-5150	Fire dampers, fire and smoke combination damper, damper operator motor, 24 or 120 volt	Ea.	22.0000	$635.00	$13,970.00	RSM14FAC M, L, O&P	P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total						**$167,238.75**
26 - Electrical								
22	26-05-05-10-0200	Electrical demolition, conduit to 15' high, including fittings and hangers, electric metallic tubing (EMT), 1/2" to 1"	L.F.	800.0000	$1.68	$1,344.00	RSM14FAC L, O&P	P
23	26-05-05-10-0200-9910	Electrical demolition, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-05-10-9910)	L.F.	800.0000	$0.11	$88.00	RSM14FAC L, O&P	P
24	26-05-05-10-0520	Electrical demolition, channels, steel, including fittings and hangers, 3/4" x 1-1/2"	L.F.	120.0000	$2.14	$256.80	RSM14FAC L, O&P	P
25	26-05-05-10-0520-9910	Electrical demolition, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-05-10-9910)	L.F.	120.0000	$0.14	$16.80	RSM14FAC L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
26	26-05-05-10-1720	Electrical demolition, pull boxes and cabinets, junction boxes, 4" square and octagon	Ea.	50.0000	$8.25	$412.50	RSM14FAC L, O&P	P
27	26-05-05-10-1720-9910	Electrical demolition, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-05-10-9910)	Ea.	50.0000	$0.54	$27.00	RSM14FAC L, O&P	P
28	26-05-05-10-1830	Electrical demolition, wire, THW-THWN-THHN, removed from in place conduit, to 15' high, #14	C.L.F.	10.0000	$10.15	$101.50	RSM14FAC L, O&P	P
29	26-05-05-10-1830-9910	Electrical demolition, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-05-10-9910)	C.L.F.	10.0000	$0.66	$6.60	RSM14FAC L, O&P	P
30	26-05-19-35-0030	Cable terminations, screw-on connectors, insulated, #18 to #12	Ea.	760.0000	$2.99	$2,272.40	RSM14FAC M, L, O&P	P
31	26-05-19-35-0040	Cable terminations, screw-on connectors, insulated, #14 to #8	Ea.	380.0000	$3.48	$1,322.40	RSM14FAC M, L, O&P	P
32	26-05-29-20-4350	Hangers, channels, spring nuts, spring nuts, short, 1/4"	Ea.	1,140.0000	$7.00	$7,980.00	RSM14FAC M, L, O&P	P
33	26-05-29-20-5600	Hangers, channels, supports, beam clamp, large	Ea.	1,140.0000	$27.50	$31,350.00	RSM14FAC M, L, O&P	P
34	26-05-29-20-6650	Hangers, channels, strap, EMT, 3/4" diameter	Ea.	1,140.0000	$3.06	$3,488.40	RSM14FAC M, L, O&P	P
35	26-05-29-20-8070	Hangers, channels, 3/4" x 1-1/2" with 12" rods for 1/2" to 1" conduit	Ea.	1,140.0000	$33.50	$38,190.00	RSM14FAC M, L, O&P	P
36	26-05-33-13-5020	Conduit, to 15' high, includes 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 L.F., electric metallic tubing (EMT), 3/4" diameter	L.F.	5,000.0000	$6.05	$30,250.00	RSM14FAC M, L, O&P	P
37	26-05-33-13-5020-9910	Conduit, to 15' high, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-33-13-9910)	L.F.	5,000.0000	$0.33	$1,650.00	RSM14FAC L, O&P	P
38	26-05-33-13-5220	Conduit, to 15' high, electric metallic tubing (EMT), field bends, 45° to 90°, 3/4" diameter	Ea.	456.0000	$8.25	$3,762.00	RSM14FAC L, O&P	P
39	26-05-33-13-5220-9910	Conduit, to 15' high, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-33-13-9910)	Ea.	456.0000	$0.54	$246.24	RSM14FAC L, O&P	P
40	26-05-33-13-5340	Conduit, to 15' high, electric metallic tubing (EMT), field bends, offsets, 3/4" diameter	Ea.	342.0000	$10.65	$3,642.30	RSM14FAC L, O&P	P
41	26-05-33-13-5340-9910	Conduit, to 15' high, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-33-13-9910)	Ea.	342.0000	$0.69	$235.98	RSM14FAC L, O&P	P
42	26-05-33-13-7420	Conduit, to 15' high, electric metallic tubing (EMT), EMT, LB, LR or LL fittings with covers, set screw, 3/4" diameter	Ea.	50.0000	$42.50	$2,125.00	RSM14FAC M, L, O&P	P
43	26-05-33-13-7420-9910	Conduit, to 15' high, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-33-13-9910)	Ea.	50.0000	$2.15	$107.50	RSM14FAC L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
44	26-05-33-13-8710	Conduit, to 15' high, electric metallic tubing (EMT), couplings, compression, steel, 3/4" diameter	Ea.	531.0000	$15.45	$8,203.95	RSM14FAC M, L, O&P	P
45	26-05-33-13-8710-9910	Conduit, to 15' high, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-33-13-9910)	Ea.	532.0000	$0.64	$340.48	RSM14FAC L, O&P	P
46	26-05-33-13-8810	Conduit, to 15' high, electric metallic tubing (EMT), box connectors, compression, steel, 3/4" diameter	Ea.	860.0000	$10.65	$9,159.00	RSM14FAC M, L, O&P	P
47	26-05-33-13-8810-9910	Conduit, to 15' high, add to labor for higher elevated installation, 15' to 20' high, add (Modified using 26-05-33-13-9910)	Ea.	860.0000	$0.39	$335.40	RSM14FAC L, O&P	P
48	26-05-33-14-0220	Conduit to 15' high, includes 11 couplings per 100', electric metallic tubing, 3/4" diameter	L.F.	5,500.0000	$3.34	$18,370.00	RSM14FAC M, L, O&P	P
49	26-05-33-16-0220	Outlet boxes, pressed steel, square, 4", 2-1/8" deep, 1" KO	Ea.	535.0000	$40.50	$21,667.50	RSM14FAC M, L, O&P	P
50	26-05-33-16-0250	Outlet boxes, pressed steel, square, 4", covers, blank	Ea.	535.0000	$11.85	$6,339.75	RSM14FAC M, L, O&P	P
51	26-05-33-16-1624	Outlet boxes, cast, weatherproof receptacle cover, tamper resistant, 2 gang In support of coated cage covers	Ea.	268.0000	$44.00	$11,792.00	RSM14FAC M, L, O&P	P
52	26-05-33-18-0200	Pull boxes, sheet metal, pull box, NEMA 1, type screw cover (SC), 8" width x 8" high x 4" deep	Ea.	12.0000	$99.50	$1,194.00	RSM14FAC M, L, O&P	P
53	26-05-33-25-4820	Conduit fittings for rigid galvanized steel, standard, through wall seal, 3/4" diameter	Ea.	50.0000	$340.00	$17,000.00	RSM14FAC M, L, O&P	P
54	26-05-33-25-5600	Conduit fittings for rigid galvanized steel, standard, fire stop fittings, to 3/4" diameter	Ea.	50.0000	$33.00	$1,650.00	RSM14FAC M, L, O&P	P
55	26-24-16-20-2004	Panelboard and load center circuit breakers, circuit breaker, 120/240 volt, 1 pole, non metallic (Romex) cable, 20 amp	Ea.	1.0000	$123.00	$123.00	RSM14FAC M, L, O&P	P
56	26-27-16-10-8040	Cabinets, NEMA 12, double door, floor mounted, 60" high x 48" wide x 8" deep In support of Zone Module Cabinets	Ea.	20.0000	$2,150.00	$43,000.00	RSM14FAC M, L, O&P	P
57	26-27-26-10-3600	Low voltage switching, relays, 120 V or 277 V standard In suport of relay and monitor modules	Ea.	190.0000	$101.00	$19,190.00	RSM14FAC M, L, O&P	P
58	26-27-26-10-4500	Low voltage switching, master control, 25 circuit, motorized In support of Vesda System	Ea.	20.0000	$315.00	$6,300.00	RSM14FAC M, L, O&P	P
59	26-27-26-10-5000	Low voltage switching, switchplates, 1 gang, 1, 2 or 3 switch, stainless steel	Ea.	190.0000	$20.50	$3,895.00	RSM14FAC M, L, O&P	P
60	26-27-26-10-6500	Low voltage switching, frame, to hold up to 6 relays In support of Vesda System	Ea.	25.0000	$146.00	$3,650.00	RSM14FAC M, L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
61	26-27-26-10-7200	Low voltage switching, control wire, 2 conductor	C.L.F.	400.0000	$133.00	$53,200.00	RSM14FAC M, L, O&P	P
		26 - Electrical Total					**$354,285.50**	

28 - Electronic Safety and Security

62	28-05-05-10-1210	Safety and security demolition, fire alarm horn and strobe light	Ea.	11.0000	$41.50	$456.50	RSM14FAC L, O&P	P
63	28-05-05-10-1230	Safety and security demolition, duct detector	Ea.	6.0000	$66.00	$396.00	RSM14FAC L, O&P	P
64	28-05-05-10-1240	Safety and security demolition, smoke detector	Ea.	56.0000	$28.50	$1,596.00	RSM14FAC L, O&P	P
65	28-05-05-10-1250	Safety and security demolition, fire alarm pull station	Ea.	14.0000	$28.50	$399.00	RSM14FAC L, O&P	P
66	28-31-23-50-4000	Alarm panels and devices, excluding wires and conduit, fire, alarm control panel, 12 zone	Ea.	1.0000	$4,575.00	$4,575.00	RSM14FAC M, L, O&P	P
67	28-31-23-50-4050	Alarm panels and devices, excluding wires and conduit, fire, alarm control panel, actuating device	Ea.	22.0000	$450.00	$9,900.00	RSM14FAC M, L, O&P	P
68	28-31-23-50-4170	Alarm panels and devices, excluding wires and conduit, fire, alarm control panel, addressable, with voice, up to 400 points	Ea.	1.0000	$12,100.00	$12,100.00	RSM14FAC M, L, O&P	P
69	28-31-23-50-4200	Alarm panels and devices, excluding wires and conduit, fire, battery and rack	Ea.	32.0000	$615.00	$19,680.00	RSM14FAC M, L, O&P	P
70	28-31-23-50-5610	Alarm panels and devices, excluding wires and conduit, fire, strobe and horn (ADA type)	Ea.	181.0000	$291.00	$52,671.00	RSM14FAC M, L, O&P	P
71	28-31-23-50-5620	Alarm panels and devices, excluding wires and conduit, fire, visual alarm (ADA type)	Ea.	62.0000	$211.00	$13,082.00	RSM14FAC M, L, O&P	P
72	28-31-23-50-7010	Alarm panels and devices, excluding wires and conduit, fire, break glass station, addressable In support of addressable pull station	Ea.	25.0000	$252.00	$6,300.00	RSM14FAC M, L, O&P	P
73	28-31-23-50-8200	Alarm panels and devices, excluding wires and conduit, fire, remote annunciator, 16 zone lamp	Ea.	6.0000	$1,050.00	$6,300.00	RSM14FAC M, L, O&P	P
74	28-31-46-50-5240	Smoke detectors, excluding wires and conduit, smoke detector, ceiling type, addressable type	Ea.	154.0000	$350.00	$53,900.00	RSM14FAC M, L, O&P	P
75	28-31-46-50-5420	Smoke detectors, excluding wires and conduit, smoke detector, duct type, addressable type	Ea.	20.0000	$760.00	$15,200.00	RSM14FAC M, L, O&P	P
		28 - Electronic Safety and Security Total					**$196,555.50**	

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Estimate Grand Total					**774,784.61**

CONSTRUCTIONZONE
OF SOUTH EAST TEXAS

Jefferson County Purchasing
Mrs. Deb Clark

REVISION Date: September 17, 2014

RE: Bid Proposal Jail-Emergency Fire Alarm Replacement

We are proposing the installation of a new Fire Alarm system for the "C the Jail" portion of the Mechanical & Safety Upgrades. The new system shall operate independently & shall be connected to the 2nd & 3rd systems to be added to the complex by others in the next contract. The proposal is based on the drawings & specifications received and are qualified as described below.

Fire Alarm System to be installed in the Floor Jefferson County Sheriff Offices Floors 1 & 2 as well as the Jail floors 1-4.

General Conditions included:

1. City permit with Construction drawings to be provided by owner for GC to submit.
2. Payment & Performance Bond, required insurance, supervision, equipment & close out documents to be provide.

Supply & install a new NOTIFIER Fire System as specified & coordinated with local Authorized NOTIFIER Dealer & Installer.

1. Specs require the system to comply to "Requirements for Correctional Facilities in the Texas Administrative Code for jail Standards (Title 37, Part 9). There was uncertainty if the Fire Alarm wiring required for the "Entire jail area" would be required to be run in metal EMT conduit or only the "Secured & inaccessible areas in metal conduit. In an effort to provide a timely proposal we have bid the Base bid with all conduits installed in jail portion of the project and are providing a deductive alternate if it is not required in secure accessible areas.
2. Mechanical work viewed & included in the scope:
    a. Purge System: Converting the pneumatic damper control on the HVAC system & the Smoke Evacuation system dampers to 24 Volt Actuators Motors in lieu of 120V.This was communicated & approved with representatives of E&C Design Engineers for the project by phone & presented in RFI form.
    b. HVAC Control in Jail: Using the same 24V Actuator motor for the damper control to coordinate with the Purge system.

- Clarification on bid:
    - Supplying of additional equip per section 28 31 00 Part 1 general, 1.2 A #5 not included
    - Asbestos abatement
    - We did not include any TAB for the Smoke evacuation system. We did allow time to be available for the test of the fire alarm system inclusive of Smoke evacuation system. Assumed all mechanic equipment is functional when new actuators are installed. Any replacement required to be by Owner or can be priced & approved. 3rd party Tab can be done at additional cost if required & scope is determined.

** All Divisions below are:

1. Allowing necessary time for the required testing of the system with the Texas Department of Jails system to confirm the systems operations.
2. Bidding per the Architectural & Specifications currently applicable to the design of the project.

231 N Twin City Hwy. Nederland, TX 77627 Office 409-729-8989 ▲ Fax 409-729-8987

CONSTRUCTIONZONE
OF SOUTH EAST TEXAS

Bid Breakout by Division:

General Contractor:

Gen Conditions-Permit, Insurance, Builders Risk, Proj Mgt, On site superintendent, dumpster & close out docs
Self-perform- fire penetrations, fire caulk, tools, mtl, patch drywall, Supply install Fire rated access panels, patch HD specialty metal ceiling panels, ACT ceiling tiles & painting back patched areas

$ 78,918

Mechanical Contractor:

Supply & install Actuators for HVAC damper control with new Fire Systems
(The control systems are changing to 24V actuator control Vs pneumatic controlled)

$ 38,288

Electrical Contractor:

Supply & install metal conduit systems for Fire alarm, electrical circuits for new panels & components at all locations for Fire alarm systems & electrical wiring for the HVAC new mechanical equipment.

$ 145,887

Fire Alarm Contractor

Analog Addressable Fire Alarm System to Network to other buildings as req'd
Supply & install VESBA Air Sampling System in Secured Jail areas
Custom Design of system, Site training & System Final Commissioning by Notifier/Honeywell

$ 558,968

Base Bid (sales tax excluded)	**$ 822,061**
P&P Bond Fee	$ 8,000
Subtotal	$830,061
TCPN 4% Fee	$ 33,202
Total project cost	**$863,263**

Alternate 1: Using EMT conduit only in Secured & un-accessible areas.	**Deduct**	**$53,000**
P&P Bond Fee		1,325
Subtotal		$54,325
TCPN 4% Fee		2,173
Total Deduct		**-$56,498**

Alternate 2: Lowering Umbrella Insur Requirements to $2M in lieu of $10M	**Deduct**	**$30,000**
P&P Bond Fee		750
Subtotal		$30,750
TCPN 4% Fee		1,230
Total Deduct		**- $31,980**

Proposing sub-contractors:

• General Contractor	Construction Zone of Texas, LLC **is a WBE**	Nederland, Texas
• Fire Alarm	Advanced Systems & Alarm	Beaumont, Texas
• Electrical	Jefferson Electric **is a WBE**	Beaumont, Texas
• Mechanical	BK Mechanical Services	Silsbee, Texas

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: OCTOBER 23, 2014

The following FY 2014 budget amendment is necessary for accruals for 20% of the 10/24/14 payroll.

110-2027-412-1007	Court Reporter	296	
120-2033-412-1002	Assistants & Clerks	191	
120-2033-412-1007	Court Reporter	296	
120-2034-412-1002	Assistants & Clerks	194	
120-2034-412-1007	Court Reporter	296	
120-2034-412-1042	Bailiff	155	
120-2038-412-1002	Assistants & Clerks	194	
120-2038-412-2002	Employees Retirement	134	
120-2041-412-2002	Employees Retirement	162	
120-2052-412-1001	Department Head	106	
120-2055-412-1007	Court Reporter	94	
120-1024-419-1096	Vacation Pay		2,118

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: OCTOBER 23, 2014

The following FY 2014 budget amendment for the County Morgue is necessary for additional cost.

120-3080-421-5077	Contractual Services	58,000	
120-3062-423-2003	Employee Insurance		58,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 23, 2014

The following FY 2014 budget transfer for Road & Bridge Pct. 4 is necessary for cost associated with the yearend inventory adjustment.

114-0402-431-3080	Cover Stone	17,500	
114-0402-431-1005	Extra Help		5,000
114-0402-431-1028	Laborers		5,000
114-0402-431-2003	Employees Insurance		5,000
114-0405-431-2002	Employees Retirement		1,000
114-0405-431-3034	Diesel		1,500

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: OCTOBER 23, 2014

The following FY 2014 budget amendment for the Indigent Health Care is necessary for cost associated with the yearend inventory adjustment.

120-5079-442-3049	Pharmaceuticals	50,000	
120-5079-442-5077	Contractual Services		35,000
120-5075-441-5006	Burials		15,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 23, 2014

The following FY 2014 budget transfer for Service Center is necessary for cost associated with the yearend inventory adjustment.

120-8095-417-3037	Gasoline	2,383	
120-8095-417-5077	Contractual Services		2,383

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 23, 2014

The following FY 2014 budget transfer for Mosquito Control is necessary for cost associated with the yearend inventory adjustment.

124-5081-448-3016	Chemicals, Sprays, Etc.	12,000	
124-5081-448-3037	Gasoline		8,000
124-5081-448-4007	Airplane		4,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: OCTOBER 23, 2014

The following FY 2014 budget amendment is necessary for the match on the 2013 Port Security Grant.

120-0000-491-8076	Transfer out - 2013 Port Security Grant #875	172,662	
120-3059-421-1043	Deputies		172,662

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	85.15	400134	
WARREN'S DO-NUTS	42.23	400192	
			127.38**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	38.59	400067	
M&D SUPPLY	144.03	400098	
MUNRO'S	34.00	400104	
DEPARTMENT OF INFORMATION RESOURCES	.03	400152	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	238.00	400173	
EDDIE ARNOLD	557.04	400182	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
WALT EMBLER	2,125.00	400268	
			3,210.05**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	1,652.58	400061	
AUDILET TRACTOR SALES	21.70	400062	
BEAUMONT TRACTOR COMPANY	12.80	400064	
GREATER PORT ARTHUR	125.00	400079	
MUNRO'S	18.45	400104	
OFFICE DEPOT	149.84	400109	
RITTER @ HOME	8.46	400117	
BUBBA'S AIR CONDITIONING	140.00	400142	
DEPARTMENT OF INFORMATION RESOURCES	.36	400152	
LOWE'S HOME CENTERS, INC.	301.00	400165	
BUMPER TO BUMPER	59.63	400180	
FIRETROL PROTECTION SYSTEMS, INC.	388.50	400216	
DE LAGE LANDEN PUBLIC FINANCE	104.00	400235	
			2,982.32**
ROAD & BRIDGE PCT. # 3			
ENTERGY	213.32	400080	
TEXAS WORKFORCE COMMISSION	5,806.05	400131	
DEPARTMENT OF INFORMATION RESOURCES	.31	400152	
DE LAGE LANDEN PUBLIC FINANCE	154.80	400235	
AUTOMOTIVE TRAINING AUTHORITY	199.00	400273	
			6,373.48**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	44.45	400054	
W.W. GRAINGER, INC.	52.26	400078	
J.K. CHEVROLET CO.	224.03	400083	
MUNRO'S	75.31	400104	
OIL CITY TRACTORS, INC.	31.62	400110	
PARTS EXCHANGE COMPANY, INC.	120.00	400112	
SCHMIDT SAW & KNIFE WKS, INC.	104.97	400119	
SMART'S TRUCK & TRAILER, INC.	13.10	400123	
TAC - TEXAS ASSN. OF COUNTIES	250.00	400128	
TEXAS WORKFORCE COMMISSION	832.88	400131	
TRI-CON, INC.	5,759.30	400133	
DEPARTMENT OF INFORMATION RESOURCES	.11	400152	
UNITED STATES POSTAL SERVICE	35.98	400157	
EVERETT D ALFRED	200.00	400172	
EQUIPMENT DEPOT	50.34	400198	
A-1 MACHINE & HYDRAULIC	325.00	400218	
INTERSTATE ALL BATTERY CENTER - BMT	116.95	400221	
DE LAGE LANDEN PUBLIC FINANCE	373.37	400235	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	35.38	400256	
			8,645.05**
ENGINEERING FUND			
OFFICE DEPOT	113.28	400109	
DE LAGE LANDEN PUBLIC FINANCE	662.83	400235	
			776.11**
PARKS & RECREATION			
SANITARY SUPPLY, INC.	2,582.94	400118	
			2,582.94**
GENERAL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX DEPARTMENT	78.77	400087	
			78.77*
TAX OFFICE			
GUARDIAN FORCE	75.00	400057	
OFFICE DEPOT	328.53	400109	
ACE IMAGEWEAR	20.69	400121	
DEPARTMENT OF INFORMATION RESOURCES	.13	400152	
UNITED STATES POSTAL SERVICE	1,418.84	400157	
ROCHESTER ARMORED CAR CO INC	352.00	400230	
DE LAGE LANDEN PUBLIC FINANCE	506.82	400235	
			2,702.01*
COUNTY HUMAN RESOURCES			
CASH ADVANCE ACCOUNT	1,175.27	400089	
UNITED STATES POSTAL SERVICE	23.32	400157	
DE LAGE LANDEN PUBLIC FINANCE	105.34	400235	
			1,303.93*
AUDITOR'S OFFICE			
OFFICE DEPOT	132.22	400109	
UNITED STATES POSTAL SERVICE	8.50	400157	
CANDACE PLESSALA	118.72	400212	
DE LAGE LANDEN PUBLIC FINANCE	148.43	400235	
			407.87*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	403.88	400157	
FILEX SYSTEMS, INC.	944.00	400237	
			1,347.88*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	200.00	400077	
OFFICE DEPOT	42.22	400109	
UNITED STATES POSTAL SERVICE	27.95	400157	
TEXAS CONFERENCE OF URBAN COUNTIES	440.00	400167	
LAURA HUGHES	1,039.00	400197	
JEFF R BRANICK	600.05	400199	
FRED JACKSON	190.80	400213	
GRACE NICHOLS	1,600.00	400217	
FRANCES BLAIR BETHEA	200.00	400225	
HARVEY L WARREN III	2,000.00	400226	
DE LAGE LANDEN PUBLIC FINANCE	105.34	400235	
			6,445.36*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	46.98	400157	
DE LAGE LANDEN PUBLIC FINANCE	77.40	400235	
			124.38*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	274.17	400157	
DE LAGE LANDEN PUBLIC FINANCE	478.80	400235	
			752.97*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	400235	
			1,198.98*
PURCHASING DEPARTMENT			
OFFICE DEPOT	80.53	400109	
UNITED STATES POSTAL SERVICE	3.19	400157	
DE LAGE LANDEN PUBLIC FINANCE	105.34	400235	
			189.06*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	400057	
CASH ADVANCE ACCOUNT	65.00	400089	
SPINDLETOP MHMR	32,990.75	400097	
TEXAS WORKFORCE COMMISSION	22,185.44	400131	
CDW COMPUTER CENTERS, INC.	120.33	400148	
CROWN CASTLE INTERNATIONAL	1,372.63	400175	
DYNAMEX INC	224.10	400253	
			56,994.25*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
GUARDIAN FORCE	36.00	400057	
OFFICE DEPOT	382.32	400109	
SPS VAR, LLC	680.00	400169	
SYSTEM ID	508.00	400188	
DE LAGE LANDEN PUBLIC FINANCE	148.43	400235	
			1,754.75*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	364.69	400109	
UNITED STATES POSTAL SERVICE	187.07	400157	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			625.12*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	150.95	400157	
CAROLYN GUIDRY	274.63	400187	
DATA ID SYSTEMS	895.00	400205	
DE LAGE LANDEN PUBLIC FINANCE	387.38	400235	
			1,707.96*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	361.52	400089	
MANNINGS SCHOOL SUPPLY	39.90	400100	
OFFICE DEPOT	1,267.03	400109	
DEBORAH S. BEAVERS	775.73	400149	
UNITED STATES POSTAL SERVICE	347.24	400157	
MCM ELEGANTE HOTEL	293.25	400191	
DE LAGE LANDEN PUBLIC FINANCE	636.38	400235	
THOMSON REUTERS-WEST	1,794.80	400250	
DISCOVERY RESOURCE	147.60	400272	
			5,663.45*
DISTRICT CLERK			
OFFICE DEPOT	854.72	400109	
UNITED STATES POSTAL SERVICE	193.15	400157	
DE LAGE LANDEN PUBLIC FINANCE	125.46	400235	
			1,173.33*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,118.75	400063	
RIFE KIMLER, LAW OFFICE OF	1,300.00	400093	
JOHN E. MACEY	800.00	400099	
NATHAN REYNOLDS, JR.	900.00	400116	
RENE MULHOLLAND	1,886.85	400136	
UNITED STATES POSTAL SERVICE	20.76	400157	
CAROLYN WIEDENFELD	600.00	400166	
JOEL WEBB VAZQUEZ	600.00	400179	
ANTOINE FREEMAN	600.00	400208	
DE LAGE LANDEN PUBLIC FINANCE	77.40	400235	
JAMES R. MAKIN, P.C.	300.00	400236	
			9,203.76*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	400157	
LEXIS-NEXIS	112.00	400158	
DE LAGE LANDEN PUBLIC FINANCE	77.40	400235	
			189.81*
60TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			73.36*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	10.56	400157	
LEXIS-NEXIS	54.00	400158	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			137.92*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	77.40	400235	
			77.40*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
NATHAN REYNOLDS, JR.	800.00	400116	
ED SHETTLE	950.00	400122	
CHARLES ROJAS	2,400.00	400150	
UNITED STATES POSTAL SERVICE	33.53	400157	
SUMMER TANNER	1,993.35	400201	
JAMES R. MAKIN, P.C.	700.00	400236	
SOUTHEAST TEXAS PSYCHIATRY PA	1,190.00	400240	
JOHN WOOLDRIDGE	109.76	400267	
			8,176.64*
279TH DISTRICT COURT			
NATIONAL COUNCIL OF JUV. & FAMILY	195.00	400105	
ANITA F. PROVO	450.00	400115	
LEXIS-NEXIS	53.00	400158	
KIMBERLY PHELAN, P.C.	150.00	400195	
DE LAGE LANDEN PUBLIC FINANCE	285.95	400235	
			1,133.95*
317TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,227.92	400089	
CASH ADVANCE ACCOUNT	2.45	400090	
NATIONAL COUNCIL OF JUV. & FAMILY	390.00	400106	
UNITED STATES POSTAL SERVICE	3.77	400157	
JUDY PAASCH	2,278.33	400181	
DE LAGE LANDEN PUBLIC FINANCE	77.40	400235	
			3,979.87*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	15.62	400157	
DE LAGE LANDEN PUBLIC FINANCE	125.00	400235	
			140.62*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			73.36*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.19	400152	
DE LAGE LANDEN PUBLIC FINANCE	104.00	400235	
			104.19*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	69.85	400157	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			143.21*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.15	400152	
			.15*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	265.00	400235	
			265.00*
COUNTY COURT AT LAW NO.1			
HERBERT L. JAMISON & CO.	1,727.93	400084	
DE LAGE LANDEN PUBLIC FINANCE	350.69	400235	
			2,078.62*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	400058	
THOMAS J. BURBANK, P.C.	550.00	400066	
MIKE CICHOWSKI	571.00	400068	
MIKE LAIRD, ATTORNEY AT LAW	250.00	400095	
KEVIN PAULA SEKALY PC	300.00	400120	
UNITED STATES POSTAL SERVICE	20.41	400157	
THE PARKER LAW FIRM	250.00	400224	
DUSTIN R. GALMOR	250.00	400232	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
WILLIAM MARCUS WILKERSON	250.00	400246	
TERRENCE ALLISON	250.00	400248	
THE DAWS LAW FIRM PLLC	250.00	400255	
MATUSKA LAW FIRM	250.00	400257	

NAME	AMOUNT	CHECK NO.	TOTAL
SAMUEL & SON LAW FIRM PLLC	250.00	400260	
			3,764.77*
COUNTY COURT AT LAW NO. 3			
MIKE CICHOWSKI	250.00	400068	
CHARLES ROJAS	300.00	400150	
UNITED STATES POSTAL SERVICE	32.70	400157	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			656.06*
COURT MASTER			
UNITED STATES POSTAL SERVICE	3.25	400157	
CHRISTY DEROUEN	1,160.09	400215	
DE LAGE LANDEN PUBLIC FINANCE	104.00	400235	
			1,267.34*
MEDIATION CENTER			
OFFICE DEPOT	211.13	400109	
SOUTHEAST TEXAS WATER	29.85	400124	
UNITED STATES POSTAL SERVICE	3.65	400157	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
KARA HAWTHORN	931.50	400238	
			1,249.49*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	400235	
			332.16*
SHERIFF'S DEPARTMENT			
A-1 TINT & ACCESSORIES	554.95	400053	
BRUCE FLETCHER PIPKIN	600.00	400055	
FAST SIGNS, INC.	40.89	400074	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	650.00	400085	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,107.00	400086	
MOORMAN & ASSOCIATES, INC.	1,050.00	400103	
OFFICE DEPOT	3,260.55	400109	
ANTHONY G. VIATOR	600.00	400135	
DEPARTMENT OF INFORMATION RESOURCES	.40	400152	
VERIZON WIRELESS	2,894.18	400155	
UNITED STATES POSTAL SERVICE	1,231.10	400157	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	400162	
DATAWORKS PLUS, LLC	40,673.00	400176	
CODE BLUE	28.00	400178	
CALDWELL COUNTRY CHEVROLET	26,500.00	400186	
XM SATELLITE RADIO	963.07	400189	
SIMCOM TRAINING CENTER	7,140.00	400190	
ACCESSDATA	4,015.00	400214	
DONALD NANCE	600.00	400219	
3 L PRINTING	25.00	400227	
DE LAGE LANDEN PUBLIC FINANCE	977.64	400235	
THOMSON REUTERS-WEST	510.90	400250	
RJG COMPUTERS	130.00	400258	
			94,584.63*
CRIME LABORATORY			
FISHER SCIENTIFIC	111.32	400075	
CASH ADVANCE ACCOUNT	102.00	400089	
SANITARY SUPPLY, INC.	150.85	400118	
LARRY'S REFRIGERATION	252.39	400153	
DE LAGE LANDEN PUBLIC FINANCE	104.00	400235	
HORIBA INSTRUMENTS INC	3,287.00	400270	
			4,007.56*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	17,863.12	400069	
WASTE MGT. GOLDEN TRIANGLE, INC.	2,481.15	400139	
DEPARTMENT OF INFORMATION RESOURCES	9.06	400152	
INTERCONTINENTAL JET CORP	217.74	400183	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	400235	
KROPP HOLDINGS INC	621.40	400251	
			22,558.63*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
G. FRAN HUDGINS	879.00	400081	
CASH ADVANCE ACCOUNT	234.00	400089	
UNITED STATES POSTAL SERVICE	9.36	400157	
DE LAGE LANDEN PUBLIC FINANCE	221.79	400235	
			1,344.15*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	3,279.85	400069	
OAK FARM DAIRY	245.15	400145	
FLOWERS FOODS	115.97	400177	
ATTABOY TERMITE & PEST CONTROL	80.00	400222	
DE LAGE LANDEN PUBLIC FINANCE	327.69	400235	
			4,048.66*
CONSTABLE PCT 1			
JEANNE M. RILEY	23.99	400140	
UNITED STATES POSTAL SERVICE	95.14	400157	
DISCOUNT UNIFORM INTERNATIONAL INC	42.97	400196	
			162.10*
CONSTABLE-PCT 4			
TEXAS STATE UNIVERTY/SAN MARCOS	600.00	400125	
US POSTAL SERVICE	294.00	400160	
DE LAGE LANDEN PUBLIC FINANCE	229.00	400235	
			1,123.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	6.09	400157	
TEXAS COMMISSION ON LAW ENFORCEMENT	150.00	400211	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			229.45*
CONSTABLE PCT. 7			
OFFICE DEPOT	65.02	400109	
AT&T	29.73	400126	
CALDWELL COUNTRY CHEVROLET	29,291.00	400186	
			29,385.75*
CONSTABLE PCT. 8			
OFFICE DEPOT	32.21	400109	
PHILPOTT MOTORS, INC.	169.00	400113	
CALDWELL COUNTRY CHEVROLET	27,875.00	400186	
			28,076.21*
COUNTY MORGUE			
ISI COMMERCIAL REFRIGERATION	561.44	400082	
A1 FILTER SERVICE COMPANY	23.60	400241	
FMMS HOLDINGS OF TEXAS LLC	57,600.00	400242	
			58,185.04*
AGRICULTURE EXTENSION SVC			
EPSILON SIGMA PHI	130.00	400073	
OFFICE DEPOT	506.07	400109	
TEXAS GARDENER MAGAZINE, INC.	24.95	400132	
DISTRICT 9 TCAAA	200.00	400147	
AAFES	150.00	400171	
TEXAS 4-H & YOUTH DEVELOPMENT	60.00	400185	
DE LAGE LANDEN PUBLIC FINANCE	148.43	400235	
TEXAS PLANT PROTECTION ASSOCIATION	85.00	400271	
			1,304.45*
HEALTH AND WELFARE NO. 1			
AUSTIN CECIL WALKES MD PA	3,245.08	400138	
UNITED STATES POSTAL SERVICE	42.61	400157	
SHI GOVERNMENT SOLUTIONS, INC.	5,596.40	400159	
RACHEL DRAGULSKI	62.72	400168	
PCM-G	18,105.00	400220	
DE LAGE LANDEN PUBLIC FINANCE	148.43	400235	
			27,200.24*
HEALTH AND WELFARE NO. 2			
PHYSICIAN SALES & SERVICE, INC.	158.34	400114	
TIME WARNER COMMUNICATIONS	78.14	400129	

NAME	AMOUNT	CHECK NO.	TOTAL
AUSTIN CECIL WALKES MD PA	3,245.08	400138	
CONNIE M ROBERTS	12.32	400200	
BONNIE SWAIN	12.32	400228	
DE LAGE LANDEN PUBLIC FINANCE	178.70	400235	
			3,684.90*
NURSE PRACTITIONER			
OFFICE DEPOT	115.06	400109	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			188.42*
CHILD WELFARE UNIT			
DISA, INC.	452.00	400072	
BEAUMONT OCCUPATIONAL SERVICE, INC.	349.50	400162	
J.C. PENNEY'S	243.44	400163	
SEARS COMMERICAL CREDIT	598.24	400164	
			1,643.18*
ENVIRONMENTAL CONTROL			
AT&T	41.70	400126	
DEPARTMENT OF INFORMATION RESOURCES	1.67	400152	
			43.37*
INDIGENT MEDICAL SERVICES			
SHI GOVERNMENT SOLUTIONS, INC.	658.40	400159	
PCM-G	2,130.00	400220	
DANA JOHNSON	300.00	400262	
			3,088.40*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	235.69	400069	
AT&T	71.43	400126	
DEPARTMENT OF INFORMATION RESOURCES	7,080.20	400152	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			7,460.68*
MAINTENANCE-PORT ARTHUR			
DEPARTMENT OF INFORMATION RESOURCES	2.44	400152	
DE LAGE LANDEN PUBLIC FINANCE	150.76	400235	
			153.20*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	27.43	400121	
DE LAGE LANDEN PUBLIC FINANCE	77.40	400235	
			104.83*
SERVICE CENTER			
A-LINE FRONT END & BRAKE	889.53	400059	
JERRY'S AUTOMOTIVE	320.89	400092	
KINSEL FORD, INC.	483.48	400094	
M&D SUPPLY	22.80	400098	
PHILPOTT MOTORS, INC.	126.37	400113	
TRI-CON, INC.	3,662.51	400133	
ORANGE COUNTY ASSOCIATION FOR	110.00	400143	
VIN'S PAINT & BODY, INC.	1,243.40	400146	
HERRERA'S EMERGENCY LIGHTING	600.00	400174	
BUMPER TO BUMPER	410.18	400180	
K.A.P.E. ENTERPRISES	90.06	400193	
UNIFIRST HOLDINGS INC	22.23	400223	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
MIGHTY OF SOUTHEAST TEXAS	4,168.93	400239	
SILSBEE FORD INC	2,905.33	400254	
			15,129.07*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.58	400157	
HILARY GUEST	121.20	400170	
DE LAGE LANDEN PUBLIC FINANCE	464.62	400235	
			595.40*
			419,819.07**
MOSQUITO CONTROL FUND			
CLARKE MOSQUITO CONTROL	173,250.00	400070	

NAME	AMOUNT	CHECK NO.	TOTAL
W.W. GRAINGER, INC.	683.01	400078	
JEPPESEN & SANDERSON	400.00	400091	
MUNRO'S	98.95	400104	
DEPARTMENT OF INFORMATION RESOURCES	.10	400152	
DE LAGE LANDEN PUBLIC FINANCE	73.36	400235	
			174,505.42**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	400235	
			77.40**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	331.60	400162	
JUDY PAASCH	94.67	400181	
			426.27**
LAW LIBRARY FUND			
YVONNE COOPER	150.00	400071	
			150.00**
EMPG GRANT			
GREGORY F. FOUNTAIN	329.80	400076	
			329.80**
JUVENILE TJPC-A-2014-123			
OMNICARE SAN ANTONIO	209.34	400202	
YOUTH ADVOCATE PROGRAM	5,973.76	400206	
G4S YOUTH SERVICES LLC	188.72	400264	
			6,371.82**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	1,838.96	400089	
OFFICE DEPOT	1,550.20	400109	
TIME WARNER COMMUNICATIONS	78.14	400130	
PETE'S LEATHER GOODS	370.20	400151	
DEPARTMENT OF INFORMATION RESOURCES	2.44	400152	
UNITED STATES POSTAL SERVICE	162.83	400157	
JEREMY PATIN	151.20	400161	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	400209	
JCCSC	41.00	400231	
GREGORY CLARK JR	126.56	400247	
			11,286.53**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	1,031.60	400065	
ENTERGY	1,459.05	400080	
MARKET BASKET	301.12	400101	
KIM MCKINNEY, LPC, LMFT	600.00	400102	
AT&T	127.82	400126	
BURT WALKER PARTNERS, LTD	4,500.00	400137	
PETTY CASH - RESTITUTION I	64.13	400141	
DEPARTMENT OF INFORMATION RESOURCES	.19	400152	
DE LAGE LANDEN PUBLIC FINANCE	292.40	400235	
SAM'S CLUB DIRECT	304.36	400245	
GLOBAL TEL*LINK CORP	185.00	400265	
			8,865.67**
MENTALLY IMPAIRED OFFEND.			
CHRISTAVIA WILLRIDGE	113.12	400263	
			113.12**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	115.38	400235	
			115.38**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	1,373.65	400089	
KIMBERLY ATKINS	28.00	400111	
DE LAGE LANDEN PUBLIC FINANCE	115.38	400235	
			1,517.03**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	79.99	400109	
			79.99**
DRUG INTERVENTION COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	4,860.00	400088	
REGIONAL COMM. SAVNS			4,860.00**
DEPARTMENT OF INFORMATION RESOURCES	533.28	400152	
COUNTY RECORDS MANAGEMENT			533.28**
CDW COMPUTER CENTERS, INC.	2,737.13	400148	
HOTEL OCCUPANCY TAX FUND			2,737.13**
AAA LOCK & SAFE	75.00	400052	
ENTERGY	1,060.45	400080	
M&D SUPPLY	14.94	400098	
MUNRO'S	90.00	400104	
DEPARTMENT OF INFORMATION RESOURCES	4.25	400152	
UNITED STATES POSTAL SERVICE	16.81	400157	
TEXAS TRAVEL INDUSTRY ASSOCIATION	395.00	400194	
DISH NETWORK	105.62	400204	
DE LAGE LANDEN PUBLIC FINANCE	431.67	400235	
MATERA PAPER COMPANY INC	90.64	400249	
UNLIMITED LAWN CARE	192.00	400266	
DISTRICT CLK RECORDS MGMT			2,476.38**
DE LAGE LANDEN PUBLIC FINANCE	210.68	400235	
FBI FIRING RANGE REPAIR			210.68**
LAW ENFORCEMENT TARGETS, INC.	181.23	400096	
VIKING TACTICS INC	2,849.00	400261	
1957 ROAD BOND FUND			3,030.23**
LJA ENGINEERING INC	2,170.00	400243	
CAPITAL PROJECTS FUND			2,170.00**
GUARDIAN FORCE	1,995.00	400057	
CASH ADVANCE ACCOUNT	34.00	400089	
BAILEY'S ARCHITECTS INC	2,617.80	400203	
AIRPORT FUND			4,646.80**
OFFICE DEPOT	388.14	400109	
TEXAS WORKFORCE COMMISSION	980.64	400131	
TRI-CON, INC.	1,226.60	400133	
COKER DOORS & MOLDING CO.	312.00	400144	
DEPARTMENT OF INFORMATION RESOURCES	.62	400152	
E. SULLIVAN ADVERTISING & DESIGN	1,087.00	400154	
DE LAGE LANDEN PUBLIC FINANCE	177.36	400235	
INDUSTRIAL & COMMERCIAL MECHANICAL	13,674.00	400244	
MEMBER'S BUILDING MAINTENANCE LLC	930.75	400252	
EASTERN AVIATION FUELS INC	405.02	400259	
SE TX EMP. BENEFIT POOL			19,182.13**
GROUP ADMINISTRATIVE CONCEPTS INC	97,901.30	400229	
WORKER'S COMPENSATION FD			97,901.30**
TRISTAR RISK MANAGEMENT	3,926.20	400184	
BAIL BONDING FUND			3,926.20**
CASH ADVANCE ACCOUNT	1,220.00	400089	
SHERIFF'S FORFEITURE FUND			1,220.00**
DISCOUNT TIRE	789.00	400060	
CASH ADVANCE ACCOUNT	263.36	400089	
SPORTY'S PILOT SHOP	461.90	400127	

NAME	AMOUNT	CHECK NO.	TOTAL
VIN'S PAINT & BODY, INC.	894.10	400146	
APPLIED SECURITY TECHNOLOGIES INC	105.00	400269	
			2,513.36**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,522.00	400025	
CLEAT	306.00	400026	
JEFFERSON CTY. TREASURER	18,820.58	400027	
RON STADTMUELLER - CHAPTER 13	1,717.50	400028	
INTERNAL REVENUE SERVICE	150.00	400029	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,140.00	400030	
JEFFERSON CTY. COMMUNITY SUP.	10,478.93	400031	
JEFFERSON CTY. TREASURER - HEALTH	410,495.64	400032	
JEFFERSON CTY. TREASURER - GENERAL	60.00	400033	
JEFFERSON CTY. TREASURER - PAYROLL	1,591,060.87	400034	
JEFFERSON CTY. TREASURER - PAYROLL	637,084.13	400035	
MONY/MLOA	261.42	400036	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,205.38	400037	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	400038	
JEFFERSON CTY. TREASURER - TCDRS	603,312.32	400039	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,861.65	400040	
JEFFERSON COUNTY TREASURER	2,386.89	400041	
JEFFERSON COUNTY - TREASURER -	5,056.58	400042	
NECHES FEDERAL CREDIT UNION	63,299.18	400043	
JEFFERSON COUNTY - NATIONWIDE	71,175.23	400044	
TENNESSEE CHILD SUPPORT	115.38	400045	
NCO FINANCIAL SYSTEMS INC	125.91	400046	
SBA - U S DEPARTMENT OF TREASURY	168.49	400047	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	400048	
WILLIAM E HEITKAMP	689.00	400049	
JOHN TALTON	567.69	400050	
IL DEPT OF HEALTCARD AND FAMILY SER	188.31	400051	
			3,438,405.23**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,250.00	400210	
			2,250.00**
ORCA - IKE			
N&T CONSTRUCTION COMPANY, INC.	91,391.44	400056	
			91,391.44**
MARINE DIVISION			
DEPARTMENT OF INFORMATION RESOURCES	268.16	400152	
VERIZON WIRELESS	341.91	400155	
THE DINGO GROUP-PETE JORGENSON MARI	117.14	400207	
			727.21**
ASAP - CONSTABLE PCT 8			
TEXAS WORKFORCE COMMISSION	1,634.40	400131	
			1,634.40**
			4,328,170.60***

PROCLAMATION

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

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Proclamation was adopted:

2014 HOME CARE & HOSPICE MONTH

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

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

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

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

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

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

Whereas, the Texas Association for Home Care & Hospice, and home care and hospice providers in Texas have declared November 2014 as "Home Care and Hospice Month" with the theme of "Bringing Health Care Home" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim November 2014 as "HOME CARE AND HOSPICE MONTH" and we encourage the support and participation of all citizens in learning more about the home care and the hospice philosophy of care for the elderly, disabled and the terminally ill.

SIGNED this _____ day of _____, 2014.

_____
JUDGE JEFF R. BRANICK
County Judge

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **October 27, 2014**

Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Contract between Jefferson County, Texas and Spindletop Center for services of a Mental Health Officer.

STATE OF TEXAS §
§ INTERLOCAL COOPERATION
COUNTY OF JEFFERSON § CONTRACT

This **Agreement** is made and entered into by and between **Spindletop Center,** a unit of local government whose principal office is in **Beaumont, Jefferson** County, Texas, **"Center"** and the **County of Jefferson,** a political subdivision of the State of Texas **("County").** The purpose of this **Agreement** is to fund a **Mental Health Liaison** position for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Center, a community **Center** and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement.**

In consideration of the mutual **Agreement**s contained herein, the parties agree as follows:

I.
TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on **January 1, 2015** and shall automatically renew on January 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.
SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Texas Department of State Health Services (DSHS) and Department of Aging and Disability Services (DADS), respectively. Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of **Jefferson County,** Texas. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide a **Sheriff's** deputy as a **Mental Health Liaison** assist in fulfilling its mission and for providing other duties.

Responsibilities of the County:

The **County,** by and through the Jefferson County Sheriff Department, agrees to provide a **Mental Health Liaison** deputy, or deputies as agreed upon, (**"Liaison"**) for the Mental Health Liaison program. The **Liaison** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code.

The **Liaison's** primary responsibilities will include:

- Assisting the **Center** Continuity of Care team with County Jail and hospital follow-ups;
- Assisting the **Center** Mobile Crisis team when they respond to crisis calls in the community;
- Assisting the **Center** PATH and CSS teams when they respond to calls in the community;
- Responding to calls from **Sheriff's** Office dispatches for the **Center** teams;
- Assisting **Center** clinical staff when working with aggressive or difficult clients; and
- Serving as a liaison with law enforcement and judicial entities.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaison** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training and collaborate with the **Center** on any additional training pertinent to the Texas Mental Health Code;
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement, Article 13 Uniforms, safety, and equipment; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County,** and the **County Sheriff** shall maintain supervisory control and command over such **Employees.** In the performance of their duties, the law enforcement officer(s) will ensure collaboration with **Center** in successfully achieving the outcomes specified within the Medicaid 1115 Transformation Waiver to ensure funding is available to support this Memorandum of Understanding. Copies of all reports submitted to Texas Health and Human Services Commission ("HHSC") and Centers for Medicare and Medicaid Services ("CMS") shall also be submitted to the **County Sheriff.**

Responsibilities of the Center:

Center agrees to fund a clinician for the Mental Health Liaison program. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a liaison for law enforcement entities (such as police department, local justices of the peace, and county judges) to the local community mental health system;

- Providing secure and adequate office space with designated locking file space to the Liaison to carry out his/her duties and permit access to all necessary facilities;
- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the Liaison's assignments or performance as soon as possible to the **Jefferson County Sheriff**, or his designee.

III.
TERMINATION

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center. Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for all funding required for the **Liaison's** position, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison.**

IV.
DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by **Center.** The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center will** provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center.**

V.
PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the Sheriff's compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association. The Compensation will pay **one hundred percent (100%)** of the cost to the **County** for supplying the law enforcement services, including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the agreement. This payment will not exceed the total budgeted amount of **One Hundred Thousand dollars ($100,000)** per fiscal year unless prior written approval is granted from the **Center** to the **County.**

In addition, the **Center** also agrees to compensate **County** for hours worked in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay.

Center agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center's** obligation to make timely payments.

Center agrees to restrict as part of the Center's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis.

County, acting through the **County Auditor's Department,** will submit a quarterly billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701. Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center.**

VI.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by DSHS and DADS during normal business hours.

VII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Attached is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

VIII
VENUE

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County**, Texas.

IX.
NOTICES

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

X.
EXECUTION BY SHERIFF

Sheriff Mitch Woods signs this **Agreement** to evidence his willingness to abide by all terms and conditions imposed upon the **Sheriff's Office.**

SIGNATURE PAGE TO FOLLOW

Executed this _____ day of _____, 2014.

SPINDLETOP CENTER

By: _____
Charlie Harris, Ph.D.
Executive Director

Address: **655 S. 8th St Beaumont, TX 77701**

COUNTY OF JEFFERSON

By: _____
Jeff Branick, County Judge

JEFFERSON COUNTY SHERIFF'S OFFICE

By: _____
Mitch Woods, Sheriff

Attest: _____
Carolyn L Guidry, County Clerk

Address: **Jefferson County**
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF **SPINDLETOP CENTER** IN OPEN MEETING ON THE ___ DAY OF _____, ____.

_____
Billy Pruett
Secretary to the Board of Trustees

EXHIBIT B
TAC §412.57

Texas Administrative Code

TITLE 25	HEALTH SERVICES
PART 1	DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 412	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
SUBCHAPTER B	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	**Provisions for Community Services Contracts**

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

(1) the contract term;

(2) the community service(s) to be purchased;

(3) the identification of all parties;

(4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;

(5) the method of payment;

(6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:

(A) Title VI of the Civil Rights Act of 1964;

(B) Section 504 of the Rehabilitation Act of 1973;

(C) the Americans with Disabilities Act of 1990 (ADA); and

(D) the Age Discrimination in Employment Act of 1967;

(7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;

(8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;

(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;

(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);

(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;

(12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, **Employee**s, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and

Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, **Employee**, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, **Employee**, or volunteer, including terminating or removing the **Employee** or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

AGENDA ITEM **October 27, 2014**

Consider, possibly approve and authorize the County Judge to execute a contract between Jefferson County, Texas and Linebarger Goggan Blair & Sampson for collection of fines and fees for the County Courts of Jefferson County, Texas.

CONTRACT FOR FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS

COUNTY OF JEFFERSON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between JEFFERSON COUNTY, acting herein by and through its governing body, hereinafter styled "CLIENT", and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, hereinafter styled "FIRM".

Article 1 – Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2 – Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines (Justice of the Peace and County Court at Law) that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees shall become subject to this AGREEMENT upon their becoming more than sixty (60) days past due. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as

amended by Senate Bill 782, 78th Legislature (2003), effective June18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than on or about the first (1st) of each month.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 - Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) and Subsection (i) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 - Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data

and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5 - Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The additional costs are those directly related to collection efforts in pursuing litigation, such as filing fees, service fees, deposition costs, etc. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services. FIRM agrees to provide an itemized description of such costs to CLIENT with each bill submitted to CLIENT.

Article 6 - Term and Termination

6.01 This AGREEMENT shall be effective _____ and shall expire on _____ unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such

deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7 – Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor. The FIRM shall provide written notice to CLIENT of the name and address of co-counsel or subcontractor.

7.02 Indemnity. The FIRM shall indemnify and hold the CLIENT harmless from and against all liabilities, losses, and/or costs and attorney's fees, which may arise as a result of the FIRM's performance of the services described in this AGREEMENT. The indemnity provision of this AGREEMENT shall have no application to any claim or demand that results from the sole negligence or fault of the CLIENT, its officers, agents, employees or contractors. Furthermore, in the event of joint and/or shared negligence or fault of the CLIENT and the FIRM, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
The Terrace II
2700 Via Fortuna Drive
Suite 400
Austin, TX 78746

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

_____
_____
_____

EXECUTED THIS _____ DAY OF _____, 20__.

JEFFERSON COUNTY, TX

By: _____
Jeff Branick
County Judge

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: _____

For the FIRM

AGENDA ITEM **October 27, 2014**

Receive and file executed Tax Abatement Agreement between Jefferson County and Air Liquide Industries U.S. L.P.

CUMMINGS WESTLAKE LLC
12837 Louetta Road, Suite 201 Cypress, Texas 77429-5611 713-266-4456 713-266-2333 (Fax)

October 20, 2014

Mr. Fred L. Jackson
Attorney to County Judge
Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

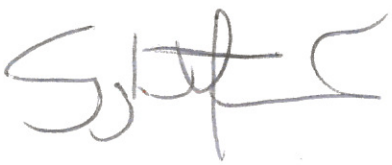
Re: Air Liquide Large Industries U.S., L.P.
Chapter 312 Tax Abatement Agreement

Dear Fred,

Enclosed please find one of two original Air Liquide Industries Property Tax Agreements that has been executed by the company. The company is in possession of the other one.

If you have any questions or need additional information, please let me know.

Very truly yours,



Greg Maxim

Enclosed

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

AIR LIQUIDE LARGE INDUSTRIES U.S., LP ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE AIR LIQUIDE LARGE INDUSTRIES U.S., LP REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Air Liquide Large Industries U.S., LP. (hereinafter sometimes referred to as "AIR LIQUIDE" OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Air Liquide Large Industries U.S., LP Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 10, 2014 (hereinafter referred to as the "REINVESTMENT ZONE"

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new industrial air manufacturing facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the AIR LIQUIDE Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County

agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of AIR LIQUIDE Company.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE AIR LIQUIDE LARGE INDUSTRIES U.S., LP REINVESTMENT ZONE, WHICH ADOPTED THE AIR LIQUIDE **REINVESTMENT ZONE.**

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value" means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Base year", for the parties to this agreement, is defined as the calendar year in which

this abatement contract is executed (signed) by all parties hereto.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15 percent of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2016 which is expected to result from the Exempt Property Excess. It is understood and agreed that AIR LIQUIDE will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Payment in Lieu of Taxes" If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2016 and shall terminate on December 31, 2021, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2015, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2016, maintain a level of not less than 08 new full-time jobs, using headcount as of January 1, 2016 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 08 full-time jobs for total on site employment by owner during said term.. In the event that such employment falls below 08 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement $s
A2 = revised Abatement $s
E1 = 08 full-time jobs
E2 = revised employee count
A2 = A1 x (E2/E1)

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;

c. Construct the PROJECT with an estimated investment in excess of $117,000,000;

d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

(i) Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

(ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over $1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision,

OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

ii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;

h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

i Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

(i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

(ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

(iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

(iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and

HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid *(i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub-contractors.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information

which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to $4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable;

b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2014, as set forth on attached Exhibit "B"," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is understood and agreed that if, with respect to any tax year during the abatement, the Owner prevails in an action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this agreement on the basis of unequal appraised as defined by Property Tax Code Section 42.26, the following will occur:

a. the abatement will be recalculated for any adjustments due to the contract floor; and,
b. the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as

determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed ten percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds ten percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

AIR LIQUIDE LARGE INDUSTRIES
Company
By: J. Richard Davis
Title: TAX MANAGER
Addresss: 2700 POST OAK
HOUSTON, TX 77056

COUNTY: **Hon. Jeff R. Branick, County Judge**
Jefferson County Texas
P.O. Box 4025
Beaumont,Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: **Ms. Kathleen Kennedy, Chief Civil Attorney**
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

16. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

17. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event

of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

18. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

19. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 17th day of Oct, 2014.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By: JEFF R. BRANICK
COUNTY JUDGE

Title:
Company

EXHIBIT A "Description of Project"

The proposed project is a facility to CONSTRUCT A NEW AIR SEPARATION FACILITY. The ability to construct this plant will enable AIR LIQUIDE to increase its productivity and marketing ability.
The facility would be constructed on approximately 4.680 acres of land (the defined boundary of the proposed Reinvestment Zone).

Any additional description you desire:

Significant components of the facility would include:

"Tax Abatement Schedule"

Tax Year		Abatement Percentage
1.	2016	100 %
2.	2017	100 %
3.	2018	90 %
4.	2019	90 %
5.	2020	90 %
6.	2021	69 %

EXHIBIT B "Base Year Property"

The proposed Reinvestment Zone contains improvements
This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.□

EXHIBIT C – "Reinvestment Zone"

AGENDA ITEM **March 10, 2014**

Consider and possibly approve an Order establishing the Air Liquide Large Industries U.S. LP Reinvestment Zone pursuant to Section 312.204.

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 10th day of March, 2014 on motion made by Michael Sinegal, Commissioner of Precinct No 3, and seconded by Eddie Arnold, Commissioner of Precinct No 1, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the AIR LIQUIDE LARGE INDUSTRIES U.S. LP facility near Port Neches, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property, Air Liquide Large Industries U.S. LP, 2121 Park Street, Port Neches, TX (mailing purposes only), Jefferson County, Texas 77651, further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 10th day of March, 2014.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 10th day of March, 2014.

ABSENT
JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

EXHIBIT "A"

METES AND BOUNDS
PROPOSED PLANT SITE
JEFFERSON COUNTY, TEXAS

Being a metes and bounds description of a proposed plant site being a part of Texaco Chemical Company's Parcel 8A and being the same tract of land purchased from B. F. Goodrich Company as recorded in Volume 2285, Page 216 of the Deed Records of Jefferson County, Texas, and also being situated in the Thomas F. McKinney Survey, Abstract 41, Jefferson County, Texas, said proposed plant site being more particularly described as follows:

All bearings are referenced to the west line of said tract recorded in Volume 2285, Page 216 of the deed records.

COMMENCING at the intersection of the north right-of-way line of State Highway No. 366 and the east right-of-way line of Park Street, Thence N 08°16'22" E, along the east right-of-way of Park Street, a distance of 359.00 feet to the Point of Beginning of the herein described proposed plant site, said point being a ½" iron rod found marking the southwest corner of said tract and the southwest corner of the proposed plant site;

THENCE N 08°16'22" E, along the east right-of-way line of Park Street, a distance of 479.78 feet to a point;

THENCE S 81°43'38" E, a distance of 482.44 feet to a point;

THENCE S 08°16'22" W, a distance of 209.78 feet to a point;

THENCE N 81°43'38" W, a distance of 102.27 feet to a point;

THENCE S 08°16'22" W, a distance of 270.00 feet to a point;

THENCE N 81°43'38" W, a distance of 380.17 feet to a the POINT OF BEGINNING;

Proposed plant site containing 203,852.10 square feet or 4.680 acres.

November 5, 2013

Marc C. Ouellette – R.P.L.S. No. 5877
2310 Owen Street, Alvin, Texas 77511

METES AND BOUNDS
PROPOSED PLANT SITE
JEFFERSON COUNTY, TEXAS

Being a metes and bounds description of a proposed plant site being a part of Texaco Chemical Company's Parcel 8A and being the same tract of land purchased from B. F. Goodrich Company as recorded in Volume 2285, Page 216 of the Deed Records of Jefferson County, Texas, and also being situated in the Thomas F. McKinney Survey, Abstract 41, Jefferson County, Texas, said proposed plant site being more particularly described as follows:

All bearings are referenced to the west line of said tract recorded in Volume 2285, Page 216 of the deed records.

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THENCE S 08°16'22" W, a distance of 209.78 feet to a point;

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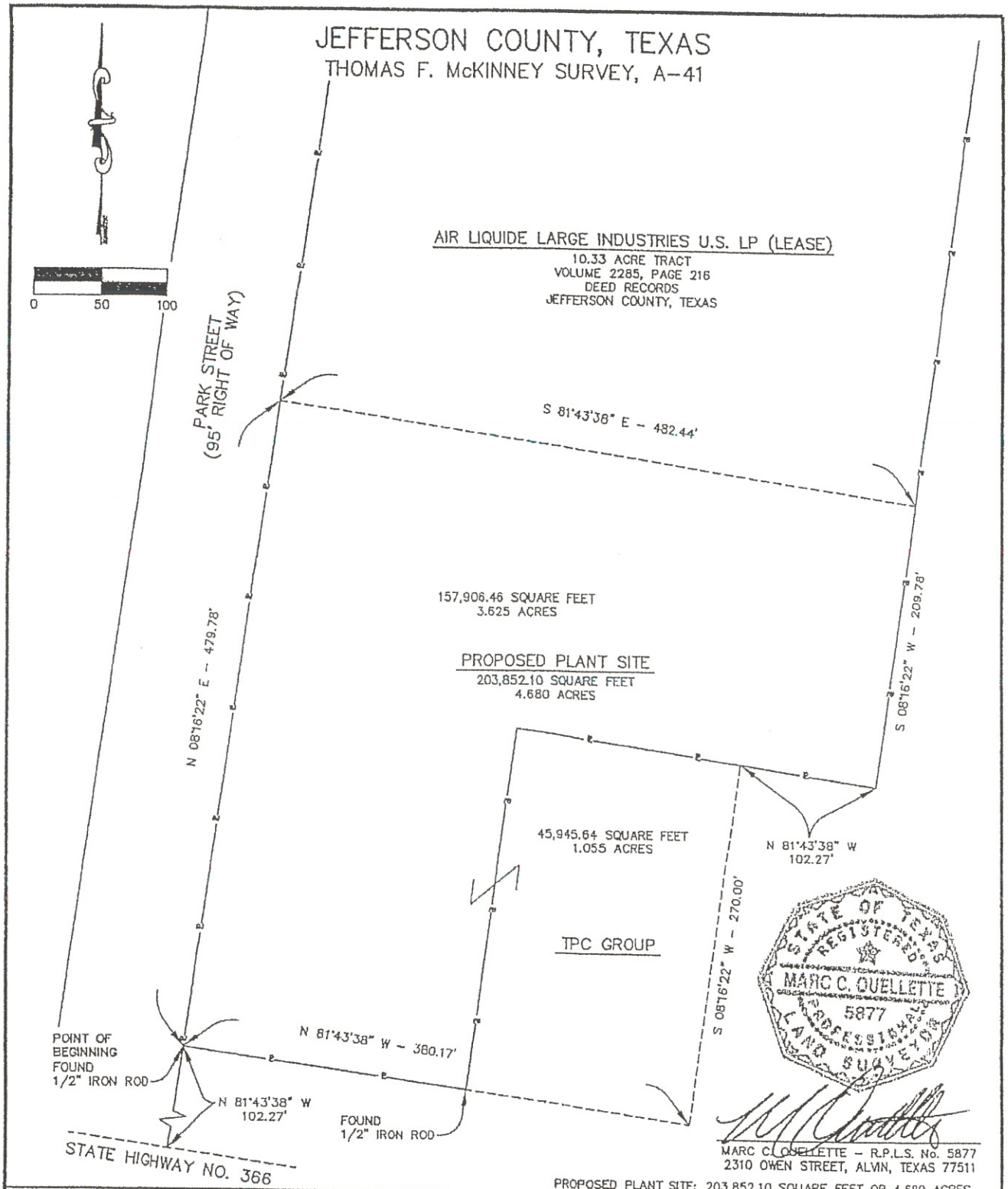
Proposed plant site containing 203,852.10 square feet or 4.680 acres.

November 5, 2013

Marc C. Ouellette – R.P.L.S. No. 5877
2310 Owen Street, Alvin, Texas 77511



MARC C. OUELLETTE - R.P.L.S. No. 5877
2310 OWEN STREET, ALVIN, TEXAS 77511

PROPOSED PLANT SITE: 203,852.10 SQUARE FEET OR 4.680 ACRES

REVISION		
NO.	DATE	BY
1.		
2.		
3.		
4.		

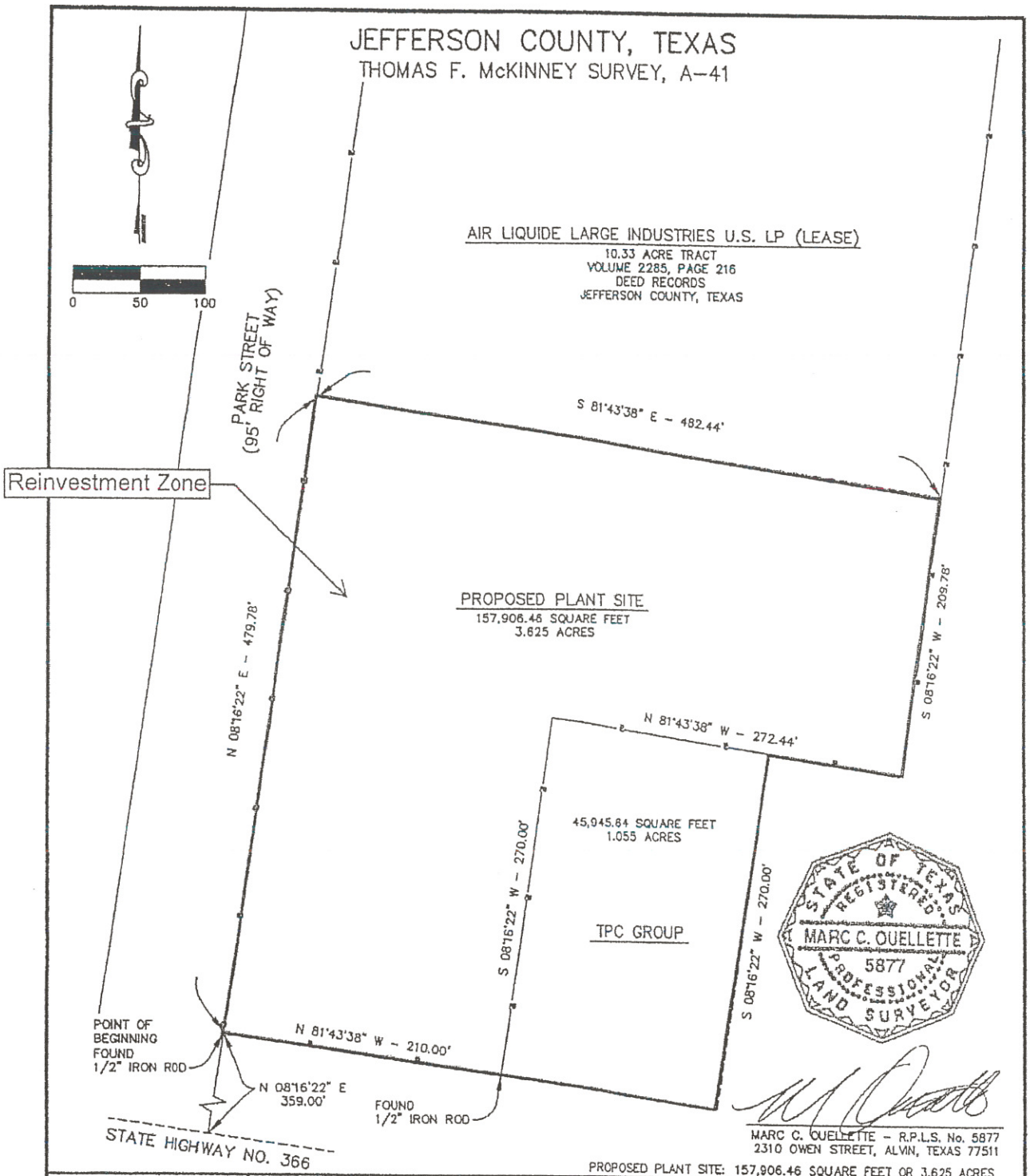
DATE 11-05-2013
DRAWN BY MCO-2M
CHECKED
APP'D

AIR LIQUIDE
AIR LIQUIDE LARGE INDUSTRIES U.S. LP
HOUSTON, TEXAS

PROPOSED PLANT SITE
AIR LIQUIDE LARGE INDUSTRIES U.S. LP
JEFFERSON COUNTY, TEXAS

FILE & DISK
SCALE 1"= 100'
JOB NO.
DWG. NO. PLANT SITE

REINVESTMENT ZONE MAP



REVISION		
NO.	DATE	BY
1.		
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4.		

DATE 11-05-2013
DRAWN BY MCO-2M
CHECKED
APP'D

AIR LIQUIDE
AIR LIQUIDE LARGE INDUSTRIES U.S. LP
HOUSTON, TEXAS

PROPOSED PLANT SITE
AIR LIQUIDE LARGE INDUSTRIES U.S. LP
JEFFERSON COUNTY, TEXAS

FILE & DISK
SCALE 1"= 100'
JOB NO.
DWG. NO. AL PLANT SITE

EXHIBIT D – "List of HUB/ DBE Companies"

Minority Business Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
Fax: 409-790-4218

Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
Home: 409-832-8626
Cell1: 409-617-1862
Cell2: 409-338-9907
Fax: 409-833-3230

Raymon and Sharonne Morris
Morris and Morris Floor Covering
4515 Ironton
Beaumont, TX 77703
Home: 409-833-5011
Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
Tel1: 409-982-3528
Tel2: 409-982-3529

David Leaven / Marcus Frank
F & L Computer Solutions
P.O. Box 328-A
Winnie, TX 77665
Tel: 409-351-1256

Consultant

Felicia Young, Owner
Five Star Business Solutions
Tel: 409-466-6038

Contractors /Construction Services/Community Development/ Home Builders

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
Tel: 409-842-9765
Fax: 409-842-9141
Cell: 409-338-0832

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier
Coastal Industrial Services, Inc.
P.O. Box 158
Port Neches, TX 77651
Tel: 409-736-3797
Cell: 409-728-5072

205 West Hwy 365, Ste. A
Port Arthur, TX 77640
Fax: 409-736-2270
Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
5681 Eastex Freeway
Beaumont, TX 77708
Tel: 409-347-0593

Donald Ray Wise
Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
Senigaur Home Builder & General Contractor
3196 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-5220
Fax: 409-842-2983

Jerry Ball- VP
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Southeast Texas Division
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Port Arthur, TX 77642
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Toll Free: 800-286-3695
Email: jerry.ball@osfinc.net

*Joshua Allen
J. Allen contractors, Inc.
Tel: 409-833-8947
Email: office@jallenmgmt.com

Lloyd Broussard
EnviroTech Services, LLC
4002 Caroline Street
Houston, TX 77004
Tel: 713-551-6671

Ernestine Wade
Gulf Coast Industrial Contractors, Inc.
Tel: 409-842-1522

Joe Wheaton
Joe Wheaton Construction Co.

Johnny Casmore
Builders, Inc.
7295 Ellen Lane
Beaumont, TX 77708
Tel: 409-892-2223
Fax: 409-466-1251

Joseph D. Deshotel
DEZ-TEX Construction, Inc.
Tel: 409-842-4844

*Kenny Timms
KT Maintenance
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Email: Kenny.tims@ktmaintenance.com

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Faith Construction
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Ories Holmes
Ories Holmes Construction
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Paul Buxie
Buxie Builders
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Perkins brown
Brown Fencing & construction
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R. Anthony Lewis II
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William Kenebrew, Sr.
Kenebrew Masonary
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Commodities

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LG Supplies
9545 Riggs Street
Beaumont, TX 77707
lomageorge@att.net
Tel: 409-782-4086

Copy Services

Jeanette Rideau
Reliable Copy Service
2498 Washington Blvd –B
Beaumont, TX 77705
Tel: 409-835-1218
Fax: 409-838-0064
Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
Golden Triangle Minority Council, Inc.
P.O. Box 21664
Beaumont, TX 77720-1664
Tel: 409-962-8530
Fax: 409-898-8077
Email: gtmbc@ih2000.net
Website: www.gtmbc.com

Electrical/ Mechanical Contractors

Calvin Walker
Walker's Electric Company
2916 Magnolia Street
Beaumont, TX 77703
Tel: 409-212-9244
Fax: 409-212-9245

*Gregory T. Johnson, Sr.
GJETCO
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Beaumont, TX 77720
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Fax: 409-866-6962

*Joseph C. Ledet, III
Ledet Electrical Services
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Ray Marsh
RAM Electrical & Mechanical Contractors
3467 Elinor
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Employment Services

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Beaumont, TX 77701
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Fax: 409-835-0774
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*Luis G. Silva
Silva Employment Network
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Energy

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Engineers

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Sina K. Nejad, P.E.
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Fax: 713-218-8649
Email: bnelson@legaceenvironmental.com

Florists- Retail

Mr. Walter McCloney
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Fax: 409-838-0085
Email: waltermccloney@sbcglobal.net

Home Repair & Maintenance

Clinton Ford
Clint's Maintenance and Repairs
8345 Lawrence Drive
Beaumont, TX 77708
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Industrial Consultant

B.D. Belvin and Assoc.
Consulting Business Development
9692 Westhiemer Rd., Suite 83
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Website: www.bdbelvin.com

Glenn J. Walters
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Tarik Cooper
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Cell: 409-939-0247

Thelma Jefferson
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Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

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Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
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Logistic

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Delois Roy
Art World
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J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
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Fax: 409-866-1401

Pest Control
Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
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Harold's Photography
2705 S. Fourth St
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Tel: 409-794-5376
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Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
Photographer & Videographer
2906 Roberts St.
Beaumont, TX 77701
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Sonny Perkins
Sonny's Video
2290 Morrison
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Tel: 409-832-9380

Plumbing

A.J.
Martha's Sewage and Drainage Service
2370 Columbia Street

Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications

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Spotlight Magazine
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Beaumont, TX 77725
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Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus
755 S. 11th Street, Suite 102
Beaumont, TX 77701
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Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
BGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
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Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio

2531 Calder Ave.
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Fax: 281-424-7588

Tracie Payne
CUSH Magazine
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Beaumont, TX 77720
Tel: 409-212-1111
Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
WGN Procurement
2626 South Loop West, Suite 545
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Real Estate

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Email: kim.fenner@era.com
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Mr. Pat Gibbs
G-Team Real Estate
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Mrs. Patricia Beckett White
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Restaurants

Floyd & Carol Dixon
Southern Delight Restaurant
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Beaumont, TX 77705
Tel: 409-840-5025

Frank Owens, Proprietor
Dairy Queen
3755 College St.
Beaumont, TX 77701
Tel: 409-838-4723

Nolan Hines, Jr.
Taste of Orleans
672 Orleans St.
Beaumont, TX 77701
Tel: 409-833-9460
Cell: 409-553-4632
Fax: 409-833-9470
Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
Norman & Norman Roofing
Beaumont, TX
John Tel: 409-454-8586
Lawrence Tel: 409-838-4266

Sanitary Supply

Armstead Price, Owner
MVP Janitorial Inc.
5430 Concord Road, Suite A
P.O. Box 22961-2961
Beaumont, Tx 77720
Tel: 409-347-4100
Cell: 409-454-5100

*S and S – Enterprises
PO Box 1983
Beaumont, TX 77704
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Fax: 409-842-0594
Pager: 409-726-3624

The Invisible Armor
Tammy Powell
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Fax: 409-840-9815
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Trophies

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Trucking/Heavy Hauling

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J&J Trucking
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Delisa Bean
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Jerry P. Bernard

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Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
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Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER

Resolution

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

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

HYPERBARIC OXYGEN TREATMENT

WHEREAS, the "SIGNATURE WOUNDS" of Iraq and Afghanistan are Traumatic Brain Injury (TBI) and Post Traumatic Stress Disorder (PTSD) and are significant health issues for **Texas Veterans** returning from service in Iraq and Afghanistan (Operation Enduring Freedom –OEF), Operation Iraqi Freedom- OIF) and Operation New Dawn – OND); and

WHEREAS, the effects of these conditions are usually long lasting and often life threatening, (frequently suicide), and currently there are no definitive medical treatments for TBI and the treatments being provided are only palliative drugs and/or counseling; and

WHEREAS, several, well documented, more curative therapies are available, including Hyperbaric Oxygen Therapy (HBOT), that offer additional, alternative, curative ways to restore affected Veterans lives and minds; and

WHEREAS, numerous studies have demonstrated that the untreated, lingering effects of these injuries adversely impact the returned Veterans' lives, resulting frequently in destroyed families, drug and alcohol use, unemployment, mental illness, incarceration and homelessness; and

WHEREAS, the results show up on society and communities as increased unemployment rates, public health care treatment costs, mental illness costs, alcohol and drug treatment costs, family breakups and disrupted lives; and

WHEREAS, neither the, VA, Military Medicine nor Medicare, will reimburse Medical Practitioners for their efforts to help these Veterans.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jefferson County, Texas does hereby urge the Texas State Government to provide appropriate funding and focus to provide results-oriented, evidence-based, proven treatment for returning Texas Veterans that suffer the residual after effects of TBI and PTSD.

Signed this ____ of _____, 2014.

_____
JUDGE JEFF R. BRANICK
County Judge

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER BRENT A.WEAVER
Precinct No. 2

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2014 TAX ROLL THIS 20 DAY OF October, 2014.

County Judge

Commissioner Pct. #1

Commissioner Pct. #3

Commissioner Pct. #2

Commissioner Pct. #4

Sworn to and subscribed before me, the undersigned authority, this 20th day of OCTOBER, 2014.

CAROLYN GUIDRY, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Tax Collection System - JEFFERSON COUNTY
Certified Roll Jurisdiction Summary
Processing For Tax Year: 2014

Jurisdiction: 1 **JEFFERSON COUNTY**

Total Parcels:	152,760	**Tax Rate:**	0.3650000		
Market Value:	32,131,627,569	**State Hom:**	0	**Opt Hom:**	0.2000000
		State O65:	0	**Opt O65:**	40,000
		Disabled:	40,000	**Opt Disabled:**	0

AG Exclusion Count:	4,036	**AG Exclusion Amt:**	305,396,419
Timber Exclusion Count:	433	**Timber Exclusion Amt:**	21,383,504
HS Capped Count:	1,615	**HS Capped Amt:**	10,913,107
Assessed Value:	31,793,934,539		

Prorated-Exxv Count/Amt:	6,796	1,551,837,980	**Pro Charitable Functions Count/Amt:**	37	5,243,840
100% Exempt Vet Count/Amt:	380	39,148,923	**Charitable Org Count/Amt:**	1	69,020
Pro Youth Associations Count/Amt:	20	5,250,070	**Low Income Housing Count/Amt:**	2	2,893,650
Prorated-Exxl Count/Amt:	4	1,364,590	**Abatement Count/Amt:**	9	1,314,464,900
EXXA Count/Amt:	14	1,807,564	**Pollution Control Count/Amt:**	175	1,421,945,151
Pro Misc Exempts Count/Amt:	128	47,305,560	**Goods In Transit Count/Amt:**	1	13,823,290
Pro Schools Count/Amt:	84	22,641,760	**Hb366 Count/Amt:**	164	44,698

State Homestead Count:	0	**State Homestead Amt:**	0
Local Homestead Count:	53,597	**Local Homestead Amt:**	1,124,572,167
State Over 65 Count:	0	**State Over 65 Amt:**	0
Local Over 65 Count:	18,012	**Local Over 65 Amt:**	666,121,087
Surviving Spouse Count:	124	**Surviving Spouse Amt:**	4,643,986
Disabled Count:	4,336	**Disabled Amt:**	151,578,215
Total VET Count:	1,112	**Total VET Amt:**	10,413,620
***VET Surviving Spouse Count:**	32	***VET Surviving Spouse Amt:**	280,576
***included in the Total VET Count/Amt**			

Partial Exempt Values:	1,957,329,075		
Taxable Value:	25,408,764,468		
Total Levy Amt:	92,074,156.78		
Late AG Penalty Count:	124	**Late AG Penalty Amt:**	1,399.57
Frozen Account Count:	21,653		
Frozen Homesite Value:	2,078,369,800		
Frozen Taxable Value:	873,249,719		
Unfrozen Levy Amt:	3,187,361.35		
Frozen Levy Amt:	2,520,790.02		
Frozen Levy Loss Amt:	666,571.33		
Total Non-Exempt Parcel Count:	152,760		

TERRY WUENSCHEL
TAX ASSESSOR-COLLECTOR

SUSIE JAMES
CHIEF DEPUTY

October 13, 2014

Patrick Swain
County Auditor
Jefferson County
Beaumont, TX

Dear Patrick:

Enclosed is the ***2014 Certified Tax Roll Summary.*** Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved at the next Commissioners' Court meeting. After the approval, please return the resolution for retention in the Tax Office.

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

Sincerely,

Terry Wuenschel

TERRY WUENSCHEL
Assessor-Collector of Taxes
Jefferson County, Texas

TW:db

Enclosure

cc: Fran Lee

grandrcp.ltr.14

AGENDA ITEM **October 27, 2014**

Consider and possibly approve, Interlocal agreement between Jefferson County and the Cities of Port Neches, Nederland, Groves, Port Arthur, Beaumont, Hardin County, and the City of Orange for a 25% cash match on projects submitted to the 2014 Port Security Grant related to the Regional Radio System.

INTERLOCAL AGREEMENT

WHEREAS, the Cities of Port Neches, Nederland, Groves, Port Arthur, Beaumont, Jefferson County, Hardin County, and the City of Orange herein called "Stakeholders", made applications with the Port Security Grant Program 2014 with three (3) separate grant applications to the Department of Homeland Security (DHS) in an amount totaling $3,094,458 (Federal $2,320,844; Match $773,614) to improve "Interoperability" on the South East Texas Regional Radio System (SETRRS) shown in Exhibit A; and,

WHEREAS, certain Stakeholders are participating in sharing costs on each of the three (3) separate grant applications depending on where they are located or how they are using the SETRRS; and,

WHEREAS, the three (3) applications include: **Application #1** by the City of Port Neches includes Project #1 on Exhibit A in the amount of $900,458 (Federal $675,343; Match $225,114) for 20 GTR8000 P25 repeaters - match cost shared between Port Neches, Nederland, and Groves; **Application #2** by the City of Port Arthur includes Projects #2 & #3 on Exhibit A in the amount of $1,509,000 (Federal $1,131,750; Match $377,250) for towers in Port Arthur and Hardin County - match cost shared between all Stakeholders except for the City of Orange; **Application #3** by the City of Beaumont includes Project #4 on Exhibit A in the amount of $685,000 (Federal $513,750; Match $171,250) for annual Motorola maintenance costs in FY 15-16 - Match cost shared with all Stakeholders; and,

WHEREAS, On **Application #1** - the Cities of Port Neches, Nederland, and Groves herein called "Cities", with the City of Port Neches as the applicant, submitted and were awarded a Port Security Grant in 2014 from the Department of Homeland Security (DHS) in the amount of $900,458 for 20 GTR8000 P25 repeaters to improve "Interoperability" on the South East Texas Regional Radio System (SETRRS); and,

WHEREAS, as Stakeholders on the SETRRS, the Cities are participating in the completion of replacement of analog repeaters with P25 repeaters on the four (4) Jefferson County towers for which the other Jefferson County Stakeholders (Jefferson

County, Beaumont, and Port Arthur) have already replaced their portion of the repeaters on the Jefferson County towers of the SETRRS; and,

WHEREAS, 20 GTR8000 P25 repeaters will be located in Jefferson County at four (4) tower locations as follows: 1) 5 each go to the tower on Pine and Marina Street in Beaumont, Texas; 2) 5 each go to the tower on 337 Pine Street, Port Neches, Texas; 3) 5 each go to the tower on Meeker Road and Highway 90, Beaumont, Texas; and 4) 5 each go to the tower on Highway 73, 9.3 miles east of Winnie, Texas; and,

WHEREAS, it is necessary for the Cities to establish a structure as to how the 25% match costs are distributed by per capita as per Interlocal Agreement dated the 8th day of June A.D., 1993 between the Cities: Project #1: Port Neches - $65,485.81, Nederland - $83,877.66, and Groves - $75,751.03 for the SETRRS, which are illustrated on Exhibit A and are split between FY 14-15 and FY 15-16; and

WHEREAS, On **Application #2** - the Cities of Port Neches, Nederland, Groves, Port Arthur, Beaumont, Jefferson County, and Hardin County herein called "Entities", with the City of Port Arthur as the applicant, submitted and were awarded a Port Security Grant in 2014 from the Department of Homeland Security (DHS) in the amount of $1,509,000 for Project #2 - one tower & repeaters at the Port Arthur Water Plant and Project #3 - repeater equipment for one leased tower in Sour Lake, Hardin County to improve "Interoperability" on the South East Texas Regional Radio System (SETRRS); and,

WHEREAS, it is necessary for the Entities to establish a structure as to how the 25% match costs are distributed between the Entities: Project #2: Port Neches – $15,606.18, Nederland - $18,254.50, Groves - $11,160.78, Port Arthur – $48,142.70, Beaumont - $125,227.76, Jefferson County - $54,858.08, and Project #3: Hardin County - $104,000, which are illustrated on Exhibit A; and,

WHEREAS, On **Application #3** - all Stakeholders with the City of Beaumont as the applicant, submitted and were awarded a Port Security Grant in 2014 from the Department of Homeland Security (DHS) in the amount of $685,000 for Annual Motorola maintenance costs to reduce recurring costs and improve "Interoperability" on the South East Texas Regional Radio System (SETRRS); and,

WHEREAS, it is necessary for the Stakeholders to establish a structure as to how the 25% match costs are distributed between the Stakeholders: Project #4: Port Neches – $7,162.55, Nederland - $8,378.01, Groves - $5,122.31, Port Arthur – $22,095.37, Beaumont - $57,474.02, Jefferson County - $25,177.44, Hardin County - $12,284.85, and Orange - $33,555.45 which are illustrated on Exhibit A; and,

WHEREAS, each Stakeholder, under authority of the Interlocal Cooperation Act, §§791.001 *et seq,* Texas Government Code, has determined that it is in their best interests to enter into this Interlocal Agreement.

NOW, THEREFORE, THE STAKEHOLDERS AGREE AS FOLLOWS:

1. To pay the 25% Match Costs on the respective Projects as shown in Exhibit A.

BILLING FROM PORT NECHES

Application #1 - 20 GTR8000 P25 repeaters:

1. The 25% match amount for purchasing 20 GTR8000 P25 repeaters will be paid by each member of the Cities with the calculation based on per capita population as per Interlocal Agreement dated the 8th day of June A.D., 1993 between the Cities for services provided at Central Dispatch located in Nederland (see Project #1 on Exhibit A). The total portion for each city is as follows: Port Neches - $65,485.81, Nederland - $83,877.66, and Groves - $75,751.03.

2 The Entities shall remit payment to the City of Port Neches within 30 calendar days of date of such invoice.

BILLING FROM PORT ARTHUR

Application #2 – Towers in Port Arthur & Hardin County:

1. The 25% match amount for purchasing a Tower and equipment to be located at the Port Arthur Water plant in Jefferson County; and, the 25% match amount for purchasing Tower equipment for a leased tower in Sour Lake, Hardin County, will be paid by each member of the entities with the calculation based on the number of subscriber units on the SETRRS within their respective Counties as per Amended Interlocal Agreement, South East Texas Regional Radio System dated the 27th day of March A.D., 2012 between the Stakeholders for services on the SETRRS (see Project #2 and Project #3 on Exhibit A).

2. Exhibit A - Project #2: The total match portion for each entity in Jefferson County is as follows: Port Neches - $15,606.18, Nederland - $18,254.50, Groves - $11,160.78, Port Arthur - $48,142.70, Beaumont - $125,227.76, and Jefferson County - $54,858.08 (see Exhibit A). The City of Port Arthur shall invoice the Cities of Port Neches, Nederland, Groves, Beaumont, and Jefferson County upon completion of the Jefferson County Tower.

3. Exhibit A - Project #3: The total match portion for Hardin County is $104,000.00 (see Exhibit A). The City of Port Arthur shall invoice Hardin County upon completion of the installation of equipment at the leased tower in Sour Lake, Hardin County.

4. The Entities shall remit payment to the City of Port Arthur within 30 calendar days of date of such invoice.

BILLING FROM JEFFERSON COUNTY

Application #3 – Motorola Maintenance in FY from October 2015-September 2016:

1. Motorola Maintenance fees for the Stakeholders will be invoiced from Jefferson County as shown in Project #4 (see Exhibit A) as per Amended Interlocal Agreement, South East Texas Regional Radio System, dated the 27th day of March A.D., 2012 between the Stakeholders for services on the SETRRS in May 2016.

2. Project #4: (see Exhibit A) The City of Beaumont will draw down the Federal funds from the Port Security Grant Program, 2014 and pay the Federal

Allocation of $513,750 for Motorola maintenance in May of 2016. The 25% grant match amount of $171,250 of the remaining Motorola maintenance fees in FY from October 2015-September 2016 is divided among Stakeholders as follows: Port Neches - $7,162.55, Nederland - $8,378.01, Groves - $5,122.31, Port Arthur - $22,095.37, Beaumont - $57,474.02, Jefferson County - $25,177.44, Hardin County - $12,284.85, and Orange - $33,555.45. (see Exhibit A).

3. The Stakeholder entities shall remit payment, with the exception of the City of Beaumont, to Jefferson County as per the calculation based on the number of subscriber units on the SETRRS within their respective Counties as per Amended Interlocal Agreement, South East Texas Regional Radio System dated the 27th day of March A.D., 2012 between the Stakeholders for services on the SETRRS within 30 calendar days of date of such invoice and reflect the 25% grant match amount for Motorola maintenance for FY from October 2015-September 2016.

4. Jefferson County shall remit Stakeholder entity matching funds to the City of Beaumont within 30 calendar days of date of such invoice.

City of Port Neches

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED FOR FORM:

_____

City Attorney

APPROVED FOR ADMINISTRATION

_____

City Manager

City of Nederland

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED FOR FORM:

_____

City Attorney

APPROVED FOR ADMINISTRATION:

_____

City Manager

City of Groves

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED FOR FORM:

_____

City Attorney

APPROVED FOR ADMINISTRATION

_____

City Manager

City of Port Arthur

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED FOR FORM:

_____

City Attorney

APPROVED FOR ADMINISTRATION

_____

City Manager

City of Beaumont

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED FOR FORM:

_____

City Attorney

APPROVED FOR ADMINISTRATION

_____

City Manager

Jefferson County

_____

County Judge

APPROVED FOR FORM:

_____

County Attorney

Hardin County

_____

County Judge

APPROVED FOR FORM:

_____

County Attorney

City of Orange

_____

Mayor

ATTEST:

_____

City Secretary

APPROVED FOR FORM:

_____

City Attorney

APPROVED FOR ADMINISTRATION

_____

City Manager

JEFFERSON COUNTY

EXHIBIT A

PORT SECURITY GRANT 2014 PROJECT COSTS & SAVINGS

PORT NECHES APPLICATION #1 - PROJECT #1: (Mid-County Radio Replacement project (20 each) ions mid cast towers in Jefferson County ($900,458.00))
25% MATCH RESPONSIBILITY: Cities (Port Neches, Nederland, and Groves)

	Percent	Population	Project Amount $900,458.00	Federal 75%	Match 25%
Nederland	0.3726	17,547	335,510.65	$251,632.99	$83,877.66
Port Neches	0.2909	13,040	261,943.23	$196,457.42	$65,485.81
Groves	0.3365	16,144	303,004.12	$227,253.09	$75,751.03
	1	46,731.00	$900,458.00	$675,343.50	$225,114.50

$900,458.00

PORT ARTHUR APPLICATION #2 - PROJECT #2: (300' Self Support Tower at Port Arthur Water Plant ($87,000.00) 4 Gas ORT repeaters (on Hwy 73 ($216,000.00))
25% MATCH RESPONSIBILITY: Entities (Port Neches, Nederland, Groves, Port Arthur, Beaumont, and Jefferson County)

	%age	Subscribers	Project Amount $1,093,000.00	Federal 75%	Match 25%
Jefferson Co	0.200761509	580	219,432.33	164,574.25	54,858.08
Beaumont	0.458290066	1324	500,911.04	375,683.28	125,227.76
Port Arthur	0.176185531	509	192,570.79	144,428.09	48,142.70
Nederland	0.066805123	193	73,018.00	54,763.50	18,254.50
Port Neches	0.057113188	165	62,424.71	46,818.54	15,606.18
Groves	0.040844583	118	44,643.13	33,482.35	11,160.78
	1	2889	1,093,000.00	819,750.00	273,250.00

$1,093,000.00

PORT ARTHUR APPLICATION #2 - PROJECT #3: (South Lake - Install 2 each Repeaters (at 2 tower sites, 1 dispatch) ($416,000.00))
25% MATCH RESPONSIBILITY: Entities (Hardin County)

	%age	Subscribers	Project Amount $416,000.00	Federal 75%	Match 25%
Hardin County	100	238	416,000.00	312,000.00	104,000.00

$416,000.00

BEAUMONT APPLICATION #3 - PROJECT #3: (FY15/16 Maintenance Costs on Motorola Equipment on the SETRPC ($685,000.00))
25% MATCH RESPONSIBILITY: Stakeholders (Port Neches, Nederland, Groves, Port Arthur, Beaumont, Jefferson County, Hardin County, and City of Orange)

	%age	Subscribers	Project Amount $685,000.00	Federal 75%	Match 25%
Jefferson Co	0.147021546	580	100,709.76	75,532.32	25,177.44
Beaumont	0.335614702	1324	229,896.07	172,422.05	57,474.02
Port Arthur	0.129024081	509	88,381.50	66,286.12	22,095.37
Nederland	0.048922687	193	33,512.04	25,134.03	8,378.01
Port Neches	0.041825095	165	28,650.19	21,487.64	7,162.55
Groves	0.02991128	118	20,489.23	15,366.92	5,122.31
Hardin Co	0.071736375	283	49,139.42	36,854.56	12,284.86
Orange	0.195944233	773	134,221.80	100,666.35	33,555.45
	1	3945	$685,000.00	$513,750.00	$171,250.00

$685,000.00

GRANT PROJECT TOTAL	**$3,094,468.00**

Jefferson County Motorola Mait Cost	71,404.96
SAVINGS IN FY 15-16 TOTAL	**71,404.96**

	Jefferson County Match
Project #1	
Project #2	54,858.08
Project #3	
Project #4	25,177.44
25% Match Amount	**$80,035.52**

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T. Dan Friedkin
Chairman
Houston

Ralph H. Duggins
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Dan Allen Hughes, Jr.
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Bill Jones
Austin

Margaret Martin
Boerne

S. Reed Morian
Houston

Dick Scott
Wimberley

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

October 15, 2014

The Honorable Jeff Branick
Judge
County Court of Jefferson County
Beaumont, Texas 77701

Dear Judge Branick:

The Texas Parks & Wildlife Department has recently opened a cabin at Sea Rim State Park. The cabin is subject to local occupancy taxes, which are set at 2% for Jefferson County.

Since we are a state agency, we request that the submittal of our local occupancy tax payments be submitted quarterly, rather than monthly. The amount of taxes collected for this one cabin is minimal ($115.90 for the period July-September 2014). We are also required to submit accounts payable vouchers via the State Comptroller's Office, which takes additional time and manpower to process.

TPWD currently has 10 other state park locations that are subject to local occupancy taxes, and those jurisdictions have allowed TPWD to submit these taxes quarterly, rather than monthly.

Thank you for presenting this request to the Jefferson County Commissioners' Court.

If you have any questions, or need further information, please contact me.

Sincerely:

Mark Ickes

Mark Ickes
Accountant VI, Parks Revenue
Texas Parks & Wildlife Department
(512) 389-4823
mark.ickes@tpwd.texas.gov

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OCT 17 2014

4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744-3291
512.389.4800
www.tpwd.state.tx.us

Special, October 27, 2014

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 27, 2014