W. B. Construction and Sons, Inc. October 6, 2015

W. B. Construction and Sons, Inc. (WB) was a minority-owned partner with Allco Construction (Allco) on two of the set of three projects to build elementary schools under the BISD 2007 Bond issue. In fact, WB was considered the lead contractor on the construction of Blanchette Elementary School.

A company named W. B. Construction Company was indicted by the Federal Government on November 2, 2000 for Felony Mail Fraud, Wire Fraud and Money Laundering (Exhibit 1). This company was owned by Wallace Batiste, Sr. (Batiste) at that time. While the records were not available on-line, the PACER court record revealed that both the Company and Batiste plead guilty and were sentenced on April 29, 2002.

Parsons, the Construction Manager retained by BISD for the bond project, required in their AIA Document A101 – 2007 "Standard Form of Agreement Between Owner and Contractor" a form entitled Exhibit A2 – "Felony Conviction Notification" (Exhibit 2). We have been unable to locate a disclosure by WB as to their Felony conviction in Parsons and BISD's records. The form was signed by Wallace Batiste.

Both Tom Harrison, President of Allco, and Joe Ping, Project Manager of Allco, advised that they were aware of Batiste's Federal conviction but readily added that Batiste had turned the company over to his son, Wallace Batiste, Jr. (Batiste, Jr.). Both Harrison and Ping advised that the date that Batiste, Jr. took over the company was unknown and Ping further described it as "fuzzy." They both admitted that they mainly worked with Batiste on the project and he was very visible on the projects. Ping provided that Batiste attended meetings with him to discuss problems on the projects with former BISD Superintendent Carrol Thomas. Neither Harrison nor Ping could describe Batiste, Jr.'s roll in the projects.

Both Harrison and Ping were reminded by Weaver that WB was also convicted of a Felony to which they quickly stated that they thought the name of the company had been changed. Neither could tell Weaver the old versus the new name of the company. A "Site Report" by Michael Babatunde of Parsons included a questionnaire submitted by Batiste, Jr., where he claimed that the company, WB, was established on March 15, 1980. He did not disclose any name changes during that period (Exhibit 3). Batiste, Jr. listed himself as President of the company and Batiste as Project Manager and signed the form as Principal.

An on-line search for corporate records revealed that Batiste and Batiste, Jr. are both listed as President of WB under Current Executives (Exhibit 4). This record also revealed that the company was formed on March 2, 1994.

We did receive allegations that WB did a significant amount of work on the ranch of Carrol Thomas. We did not investigate these allegations due to time and budget constraints as well as Thomas retaining counsel and declining to speak to us.

Conclusion

Our investigation disclosed that WB was being operated by Batiste during the Bond Project. We found no evidence that Batiste or Batiste, Jr. ever disclosed the Federal Felony conviction of Batiste and WB in 2002 even though that was a disclosure required by BISD and Parsons. We further never found any evidence that WB had ever changed its name from its incorporation in 1994 and that the Current Executives of the company are listed as Batiste and Batiste, Jr.

SUBJECTS

Wallace Batiste, Sr.

704 Hidden Glen Court Round Rock, TX 78681

Previous Address 7665 Merion Drive Beaumont, TX 77707 (409) 842-6342

Wallace Batiste, Jr.

7055 Fannett Road Beaumont, TX 77720

WITNESSES

T. W. (Tom) Harrison

President Allco Construction 4500 Highland Ave. Beaumont, TX (409) 860-4459

Joe Ping

Allco Construction 4500 Highland Ave. Beaumont, TX (409) 860-4459

Bill Brown, CPA

Carolyn Bremer, CPA, CFE
Don B. Southerland, Jr., CPA, CFE
Weaver & Tidwell LLP
Certified Public Accountants and Advisors
12221 Merit Dr., Suite 1400

Dallas, TX 75251 (972) 490-1970

EXHIBIT 01

CASREF, CLOSED

U.S. District Court [LIVE] Eastern District of TEXAS (Beaumont) CRIMINAL DOCKET FOR CASE #: 1:00-cr-00192-RAS-WCR-2

Case title: USA v. W B Construction Co, et al

Date Filed: 11/02/2000

Date Terminated: 04/20/2002

Assigned to: Judge Richard A. Schell Referred to: Magistrate Judge Wendell C.

Radford

Defendant (2)

Wallace Batiste, Sr

TERMINATED: 04/29/2002

represented by Joseph C Hawthorn

Hawthorn & Hawthorn
485 Milam Street
Beaumont, TX 77701
409/838-3969
Fax: 14098325611
Email: lumh@aol.com
TERMINATED: 04/29/2002
LEAD ATTORNEY

ATTORNEY TO BE NOTICED Designation: Retained

Marsha Ann Normand

Marsha Normand, PC 2579 Liberty St Beaumont, TX 77702 409/839-4544

Fax: 14098324393

Email: voutlaw487@aol.com

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Designation: Retained

Pending Counts

18:1341.F MAIL FRAUD (1)

Highest Offense Level (Opening)

Felony

Disposition

2 yrs probation, \$30,000 fine, \$100 special assessment

Terminated Counts	Disposition
18:1956-4601.F MONEY LAUNDERING (2)	Dismissed on govt motion
18:1341.F MAIL FRAUD (3)	Dismissed on govt motion
18:1956-4601.F MONEY LAUNDERING (4)	Dismissed on govt motion
18:1341.F MAIL FRAUD (5)	Dismissed on govt motion
18:1956-4601.F MONEY LAUNDERING (6)	Dismissed on govt motion

Highest Offense Level (Terminated)

18:1343.F WIRE FRAUD

Felony

(7-11)

<u>Complaints</u> <u>Disposition</u>

None

Plaintiff

USA

represented by Robert Leo Rawls

U S Attorney's Office 350 Magnolia

Dismissed on govt motion

Suite 150

Beaumont, TX 77701-2237

409/839-2538 Fax: 14098392550

Email: bob.rawls@usdoj.gov

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
11/02/2000	1	INDICTMENT as to W B Construction Co (1) counts 1, 2, 3, 4, 5, 6, 7-11; Wallace Batiste (2) counts 1, 2, 3, 4, 5, 6, 7-11 (tkd) (Entered: 11/03/2000)
11/02/2000		CASE REFERRED to Magistrate Judge Wendell C. Radford pursuant to Bmt Gen Ord 93-5 (tkd) (Entered: 11/03/2000)
11/02/2000	2	Form AO 257 filed as to W B Construction Co, Wallace Batiste Sr (tkd) (Entered: 11/03/2000)
11/03/2000		

		SUMMONS(ES) issued for W B Construction Co and Wallace Batiste Sr and handed to USM for service. Initial appearance set for 9:00 11/9/00 for W B Construction Co, and Wallace Batiste Sr before ESH (tkd) (Entered: 11/03/2000)
11/03/2000		Sent copies of indictment, summonses and docket sheet to RAS, ESH, USA, USPO, Hawthorn as to W B Construction Co, Wallace Batiste Sr (tkd) (Entered: 11/03/2000)
11/08/2000	4	SUMMONS returned executed as to Wallace Batiste Sr on 11/6/00 (tkd) (Entered: 11/09/2000)
11/09/2000		Initial appearance and arraignment held before ESH as to Wallace Batiste Sr. Deft appeared w/cnsl and was informed of rights. Deft pled not guilty to the indictment and was released on conditions of release (tkd) (Entered: 11/15/2000)
11/09/2000		APPEARANCE Through Counsel by Wallace Batiste Sr with atty Joseph Hawthorn (tkd) (Entered: 11/15/2000)
11/09/2000	8	ORDER Setting Conditions of Release as to Wallace Batiste Sr (signed by Magistrate Judge Earl S. Hines) cc attys/ agencies 11-15-00 (tkd) (Entered: 11/15/2000)
11/09/2000		PLEA entered by Wallace Batiste Sr at arraignment before ESH. Court accepts plea. Not Guilty: Wallace Batiste (2) counts 1, 3, 5, 2, 4, 6, 7-11 (tkd) (Entered: 11/15/2000)
11/09/2000	9	ORDER relating to Pretrial Discovery and Inspection as to Wallace Batiste Sr (signed by Magistrate Judge Earl S. Hines) cc attys, agencies 11-15-00 (tkd) (Entered: 11/15/2000)
11/09/2000	10	ORDER setting final pretrial hearing and trial scheduling for 9:00 1/8/01 for Wallace Batiste Sr before Judge Richard A. Schell (signed by Magistrate Judge Earl S. Hines) cc attys, agencies 11-15-00 (tkd) (Entered: 11/15/2000)
11/09/2000	11	Minutes filed as to Wallace Batiste Sr of initial appearance and arraignment held before Magistrate Judge Earl S. Hines (Ct rep: A McMillan) (tkd) (Entered: 11/15/2000)
12/11/2000	12	Pretrial hearing and trial scheduling set at 9:00am on 1/8/01 for W B Construction Co, for Wallace Batiste Sr before Judge Richard A. Schell cc: attys, USM, USPO (dlc) (Entered: 12/11/2000)
12/28/2000	13	MOTION by W B Construction Co, Wallace Batiste Sr to continue trial (bjc) (Entered: 01/02/2001)
12/29/2000	14	ORDER granting [13-1] motion to continue trial as to W B Construction Co (1) and Wallace Batiste (2). This continuance is in the interests of justice - time excluded from 12/29/00 to 2/5/01. Pretrial hearing and trial scheduling reset for 2/5/01 for W B Construction Co and Wallace Batiste Sr before Judge Richard A. Schell (signed by Judge Richard A. Schell) cc attys, agencies 1-2-01 (tkd) (Entered: 01/02/2001)
01/10/2001	15	Pretrial hearing and trial scheduling set at 9:00am on 2/5/01 for W B Construction Co, for Wallace Batiste Sr before Judge Richard A. Schell cc: attys, USM, USPO (dlc) (Entered: 01/16/2001)
02/05/2001	17	Pretrial hearing and trial scheduling held before RAS as to Wallace Batiste Sr. Deft appeared w/cnsl and on bond. Jury selection and trial set for 6/5/01 at 9:00 before RAS. Deft continued on bond (tkd) (Entered: 02/07/2001)
02/12/2001	18	NOTICE: set Jury selection and trial for 9:00am on 6/5/01 for W B Construction Co, for Wallace Batiste Sr before Judge Richard A. Schell cc: attys, USM, USPO (dlc) (Entered: 02/12/2001)

05/15/2001	19	NOTICE: set Plea Agreement Hearing for 9:00am on 5/23/01 for W B Construction Co, for Wallace Batiste Sr before Judge Richard A. Schell cc: attys, USM, USPO (dlc) (Entered: 05/15/2001)
05/23/2001	20	Plea Agreement as to W B Construction Co and Wallace Batiste Sr (tkd) Modified on 05/29/2001 (Entered: 05/29/2001)
05/23/2001		Plea Hearing as to Wallace Batiste Sr held before RAS. Deft was informed of rights and pled guilty to the indictment. Deft released on conditions of release (tkd) (Entered: 05/29/2001)
05/23/2001	22	ORDER Setting Conditions of Release as to Wallace Batiste Sr (signed by Judge Richard A. Schell) cc attys, agencies 5/29/01 (tkd) (Entered: 05/29/2001)
05/23/2001		PLEA entered by Wallace Batiste Sr before RAS. Court accepts plea. Guilty: Wallace Batiste (2) count 1 (tkd) (Entered: 05/29/2001)
05/23/2001		Plea Agreement Accepted as to Wallace Batiste Sr (Accepted by Judge Richard A. Schell) (tkd) (Entered: 05/29/2001)
05/23/2001	23	Minutes filed as to Wallace Batiste Sr of plea hearing held before Judge Richard A. Schell (Ct rep: C Bickham) (tkd) (Entered: 05/29/2001)
06/20/2001		Special Assessment paid by Wallace Batiste Sr in the amount of \$ 100 RECEIPT # 104099; paid prior to sentencing (former empl) (Entered: 06/25/2001)
08/21/2001	25	MOTION by USA as to Wallace Batiste Sr to extend time to file objections to PSI (tkd) (Entered: 08/22/2001)
08/27/2001	<u>26</u>	ORDER granting [25-1] motion to extend time an additional 14 working days to file objections to PSI as to Wallace Batiste (2) (signed by Judge Richard A. Schell) cc attys, agencies 8/28/01 (tkd) (Entered: 08/28/2001)
09/20/2001	27	SEALED OBJECTION by Wallace Batiste Sr to (Sealed) PSI Report (tkd) (Entered: 09/21/2001)
11/08/2001	28	NOTICE: set Sentencing for 9:00am on 12/18/01 for W B Construction Co, for Wallace Batiste Sr before Judge Richard A. Schell cc: attys, USM, USPO (dlc) (Entered: 11/08/2001)
11/15/2001	29	MOTION by USA as to WB Construction Co, Wallace Batiste Sr to continue sentencing hearing (tkd) (Entered: 11/19/2001)
11/21/2001	30	Sealed ORDER granting [29-1] sealed motion to continue sentencing hearing as to WB Construction Co (1), Wallace Batiste (2) (signed by Judge Richard A. Schell) (tkd) (Entered: 11/27/2001)
03/12/2002	31	MOTION by USA as to Wallace Batiste Sr for downward departure (motion unsealed by RAS on 10/8/02) (tkd) Modified on 10/10/2002 (Entered: 03/13/2002)
03/19/2002	32	NOTICE: set Sentencing for 9:30am on 4/29/02 for W B Construction Co, for Wallace Batiste Sr before Judge Richard A. Schell cc: attys, USM, USPO (dlc) (Entered: 03/19/2002)
04/20/2002		Sentencing held before RAS for Wallace Batiste (2) count 1: 2 yrs probation, \$30,000 fine, \$100 special assessment. Deft to reside in a community corrections ctr for 6 mos (tkd) (Entered: 04/30/2002)
04/29/2002	34	PRESENTENCE INVESTIGATION REPORT (Sealed) and PSI Sentencing Portion (Sealed) as to Wallace Batiste Sr (jmv) (Entered: 04/29/2002)

04/29/2002		DISMISSAL of Counts on Government Motion as to Wallace Batiste Sr. Counts Dismissed: Wallace Batiste (2) counts 2, 3, 4, 5, 6, 7-11 (tkd) (Entered: 04/30/2002)
04/29/2002	38	Exhibit list by USA, Wallace Batiste Sr (tkd) (Entered: 04/30/2002)
04/29/2002	39	ORDER granting [31-1] motion for downward departure as to Wallace Batiste (2) (signed by Judge Richard A. Schell) (order unsealed by RAS on 10/8/02) (tkd) Modified on 10/10/2002 (Entered: 04/30/2002)
04/29/2002	40	JUDGMENT as to Wallace Batiste (2) count 1: 2 yrs probation, \$30,000 fine, \$100 special assessment (signed by Judge Richard A. Schell) terminated party Wallace Batiste. cc attys, agencies 4/30/02 (tkd) (Entered: 04/30/2002)
04/29/2002	41	Minutes filed as to Wallace Batiste Sr of sentencing held before Judge Richard A. Schell (Ct rep: C Bickham) (tkd) (Entered: 04/30/2002)
05/06/2002		Special Assessment paid by Wallace Batiste Sr in the amount of \$ 100 RECEIPT # 105428 (aam) (Entered: 05/06/2002)
05/21/2002	42	MOTION by Wallace Batiste Sr to amend special conditions of supervision (tkd) (Entered: 05/22/2002)
05/29/2002	43	RESPONSE by USA as to Wallace Batiste Sr re: [42-1] motion to amend special conditions of supervision (tkd) (Entered: 05/30/2002)
06/11/2002	44	ORDER denying [42-1] motion to amend special conditions of supervision as to Wallace Batiste (2) (signed by Judge Richard A. Schell) cc attys, agencies 6/12/02 (tkd) (Entered: 06/12/2002)
07/15/2002	45	Satisfaction of Judgment as to Monetary Imposition only. cc: USA, USM, USPO 7/16/02 (tkd) (Entered: 07/16/2002)
09/11/2002	46	Second MOTION by Wallace Batiste Sr to amend special conditions of supervision (tkd) (Entered: 09/12/2002)
10/07/2002	47	MOTION by USA as to Wallace Batiste Sr to unseal motion for downward departure and order (tkd) (Entered: 10/08/2002)
10/08/2002	48	ORDER granting [47-1] motion to unseal motion for downward departure and order as to Wallace Batiste (2) (signed by Judge Richard A. Schell) cc attys, agencies 10/10/02 (tkd) (Entered: 10/10/2002)
10/10/2002	49	ORDER granting [46-1] second motion to amend special conditions of supervision as to Wallace Batiste (2) (signed by Judge Richard A. Schell) cc attys, agencies 10/11/02 (tkd) (Entered: 10/11/2002)
10/11/2002	50	PETITION as to Wallace Batiste Sr for modifying conditions of probation w/consent of the offender. ORDERED that deft be placed on home detention for no more than 180 days with electronic monitoring (signed by Judge Richard A. Schell) cc attys, agencies 10/16/02 (tkd) (Entered: 10/16/2002)
05/02/2003	51	MOTION by Wallace Batiste Sr to terminate supervised release (tkd) (Entered: 05/05/2003)
05/05/2003	52	RESPONSE by USA as to Wallace Batiste Sr re: [51-1] motion to terminate supervised release (tkd) (Entered: 05/06/2003)
05/14/2003	<u>53</u>	

ORDER granting [51-1] motion to terminate supervised release as to Wallace Batiste (2) (signed by Judge Richard A. Schell) cc attys, agencies 5/15/03 (tkd) (Entered: 05/15/2003)

	PACER S	Service Cent	er					
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EXHIBIT 02

Parsons			Cc	ntra	ct Re	view (Check	(List	
		- 	- 0	-2-				DATE:	
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Project Manager:									
Vendor/Agent Name:	MR	Cous	TRSO C	110C)	· · · · · · · · · · · · · · · · · · ·			·····	
Scope of Work:			5			De William De La			taxa di maki, basa uzuno
Description:	1	tronic Content NO	1			STAT	US / REM	MARKS	
SIGNED ORIGINAL CONTRACT	150	NO	YES	NO					
COMPLETE EXHIBITS SUPPORTING CONTRACT			V						
CORRESPONDENCE RELATED TO CONTRACT SPECIFICALLY						·			
CONTRACT AMENDMENTS									
SIGNED NOTICE TO PROCEED LETTER									
LMWBE CERTIFICATIONS			/		Review the RFQ to confirm MWBE status of the Prime Agent or Vendor and review the Fee Proposal worksheet to confirm if any sub- consultants or sub-contractors are listed as MWBE. MWBE Certificates must be in file for all listed as MWBE				
INSURANCE CERTIFICATES CURRENT & EXPIRED									
FEE PROPOS AL W ITH BACK UP USING FORM 26:30 OR SIMILAR CALCULATION S HEET									
CONTRACT NEGOTIATION DOCUMENTATION: EMAIL, CORRESPONDENCE, MEETING NOTES, ETC.									

TAX Exampt
TAX ID
Enumeration of contract Doc

Rovised on April 1, 2009



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17 day of June in the year 2011 (In words, indicate day, month and year)

BETWEEN the Owner:

Beaumont Independent School District BISD 3395 Harrison Avenue Beaumont, Texas 77706

and the Contractor:

WB Construction & Sons 7055 Fannett Rd, Beaumont, TX 77705

for the following Project:

2007 Beaumont Independent School District Ozen High School Ph.3 3443 Fannett Road Beaumont, Texas 77705

The Architect:

RDC Architects RDC 1834 Southmore, Suite 200 Houston, Texas 77004

The Program Manager:

Parsons Corporation 3395 Harrison Avenue Beaumont, Texas 77706

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OFTHIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OF SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION (OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Am enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.1.1 OWNER AND CONTRACTOR

The Contractor accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Contractor's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Contractor shall furnish construction administration and mankagement services and use the Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Program Manager, Contractor and other persons or entities employed by the Owner for the Project.

§ 2.1.2 PROGRAMMANAGER

The Contractor shall in sure that all communications and documentation between the Contractor and BISD flows through the Program Mianager. The Program Manager and the Contractor shall each have a single point of contact. Each point of contact may designate secondary points of contact for specific issues to expedite the flow of technical information. The Contractor shall coordinate all project communication and documentation through program management software as designated by the Owner.

§ 2.2 GENERAL COMDITIONS

For the Construction Phase, the General Conditions of the contract shall be the AIA® Document A201TM–2007, General Conditions of the Contract for Construction, as modified by the owner which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, A201TM–2007 shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in A201TM–2007 shall mean the Contractor.

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§ 2.3 CONFLICT OF INTEREST

- § 2.3.1 No BISD staff or Board Member shall have any conflict of interest or potential conflict of interest with the Contractor or its agents, including a financial interest, in this Agreement, either currently, within the past two (2) years, or within one (1) year following separation from the District.
- § 2.3.2 The Contractor covenants that the Contractor has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by the Contractor. Neither the Contractor nor the Owner shall have any conflict on interest or potential conflict of interest, including a financial interest, with any BISD Staff, Board Member, contractor, subcontractor, vendor or supplier affected by this Agreement either currently or within the past two (2) years. This is not to include interest unknown due to involvements in retired accounts and/or investments that regularly acquire new stocks or bonds not under the direct control of the Contractor or its agent.
- § 2.3.3 No member or delegate of the Texas Legislature shall be admitted to any share or part of this Agreement, or to any benefit therefrom.
- § 2.3.4The Contractor agrees that neither the Contractor nor its member companies nor their affiliated companies nor company principals nor their family members shall perform any direct design services in connection with Projects in which the Contractor has participated. The Contractor agrees that neither the Contractor nor its member companies nor their affiliated companies nor company principals nor their family members shall have any financial interest in a firm which performs any part of the design services in connection with Projects in which the Contractor has participated. The provisions of this Article are not intended to prevent the Contractor from performing follow-up work for others during subsequent phases of work at a particular site, but rather the Contractor is prohibited from activities which create conflicts of interest or apparent conflicts of interest as a result of work performed by the Contractor under this Agreement.
- § 2.3.5 The Contractor agrees to include language in all its sub-contractor agreements stating that neither the subcontractor

nor its member companies nor their affiliated companies nor company principals nor their family members shall perform any direct design services in connection with Projects in which that sub-contractor has participated The Agreements must contain, among other things, a prohibition to preclude contractors, contractor firms and/or principals and family members from having any financial interest in a firm which performs any part of the design services in connection with Projects in which that sub-contractor has participated. The provisions of this Article are not intended to prevent the sub-contractor from performing follow-up work for others during subsequent phases of work at a particular site, but rather the sub-contractor is prohibited from activities which create conflicts of interest or apparent conflicts of interest as a result of work performed by the Contractor or by its sub-contractors under their agreements with the Contractor.

§ 2.3.6 Any such conflict or potential conflict of interest shall be disclosed to the Owner by the party having such conflict before the execution of this Agreement or within ten (10) days after discovering the conflict. Owner representatives not affected by the conflict or potential conflict shall determine the severity of the conflict, if any, and recommend the appropriate remedial action to resolve the conflict without adversely affecting the interest of the Owner and its project schedule. Such remedial action could include cancellation of this Agreement for the conflicting party.

§ 2.4 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Contractor shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

§2.5 ADMINISTRATION

§ 2.5.1 The Contractor shall provide monthly written reports to the Owner, Program Manager and Architect on the progress of the entire Work. The Contractor shall maintain a daily log containing a record of weather, Subcontractors

Hear Notes

working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

- § 2.5.2 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.
- § 2.5.3 The Contractor shall schedule and conduct meetings at which the Owner, Architect, Contractor and appropriate Subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.

§ 2.6 HAZARDOUS MATERIALS

Section 10.3 of A201TM-2007 shall apply to both the Preconstruction and Construction Phases.

§2.7 OWNER'S RESPONSIBILITIES

- § 2.7.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
- § 2.7.2 Owner shall furnish at Owner's expense reports, surveys, drawings and tests concerning the conditions of the site which are required by law as well as the following:.
 - § 2.7.2.1 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.
 - § 2.7.2.2 The services of a geotechnical engineer when such services are requested by the Contractor. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
 - § 2.7.2.3 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
 - § 2.7.2,4 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Contractor.
- § 2.7.3 Owner shall establish and update an overall budget for the Project, based on consultation with the Contractor

and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- § 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Paragraphs deleted)
- § 3.2 The Contract Time shall be measured from the issuance of the Notice to Proceed (NTP) The Notice to Proceed shall not be issued by Architecturatil the Agreement has been signed by the Contractor, approved by the Owner's

1

Board of Trustees, signed by the Owner's authorized representative, and the Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA Document A201-2007.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (Paragraphs deleted)

one hundred ten working days (110 working days) days from the date of the date of the issuance of the Notice to Proceed. Final Completion shall be thirty (30) days after the Date of Substantial Completion, subject to adjustments of the Contract Time as stated in the Contract Documents.

(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Seventy One Thousand Four Hundred Eighty Three Dollars and Ninety Three Cents, (\$ 1,071,483.93) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Price

N/A

Alternate #1 - Bldg. A - MEP and associated work - \$693,000

Alternate #2 - Bldg, B&C - MEP and associated work - \$885,000

§ 4.3 Unit prices, if any:

(Paragraph deleted)

in attic.

Hear Notes:

Item N/A

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item Allowance #1 – Bldg. G -Water Filtration Repair	Price \$30,000
Allowance #2 – Floating the floors in all areas.	\$10,000
Allowance #3 – Removal/installation of (70) seventy cameras in the corridor ceiling.	\$21,000
Allowance #4 – Bldg. A structural modifications to existing new HCU units	\$8,000

(1665740898)

Allowance #5 - Bldg. B&C structural modifications to existing new HCU units in attic.

\$10,000

ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the twenty-fifth day of the month.
- 25th of each month
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth (15th) day of the month, the Owner shall make payment to the Contractor of the amount stated in the Certificate of Payment issued by the Architect not later than the thirtieth (30th) day of the month. If an approved Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the approved Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.4.1 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM-2007, General Conditions of the Contract for Construction;
 - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);
 - Subtract the aggregate of previous payments made by the Owner; and .3
 - Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
 - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the .1 full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

User Notes:

(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.
- .3 If Contractor fails or refuses to complete the Work or has unsettled claims with the Owner, any payments to Contractor shall be subject to deduction for such amounts as the Owner and Program Manager shall determine as the cost for completing incomplete Work and the value of unsettled claims.

(Paragraphs deleted)

§ 5.2 FINAL PAYMENT

- § 5.2... Final Payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deducations and Liquidated Damages, shall be made by the Owner to the Contractor after:
 - .1 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond first payment;
 - .2 Contractor has provided all documents required by Section 3.5, et seq., and Section 9.10.2 of AIA Document A201-2007;
 - .3 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

(Pareagraphs deleted)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of AIA Document A20 II - 2007 as amended.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

 [X] Litigation as provided for in Section 8.2.3 herein.
- [] Other (Specify)

ARWICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A2101-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 83.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Descument, the reference refers to that provision as amended or supplemented by other provisions of the Contract Descuments.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below:

(Insert rate of interest agreed upon, if any.)

0 per annum

§ 8.2.1 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Contractor. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

§8.2.2 OWNERSHIP AND USE OF DOCUMENTS

Article 1.6 of A201TM-2007 shall apply.

§ 8.2.3 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and any litigation shall be conducted in state district court. Venue shall be in Jefferson County, Texas..

§ 8.2.4 ASSIGNMENT

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 of A201TM–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 8.2.5 EXHIBITS

Additional Exhibits to this agreement are as follows:

Forms and Supplemental Requirements

Exhibit A1 - Proposal Form (See attached Bid Proposal provided in the Specifications and Contract Documents)

Exhibit A2 - Felony Conviction Notification

Exhibit A3 – ROCIP (Rolling Owner Controlled Insurance ProgramExhibit A4 - AIA Document A-305 Contractor's Oualifications Statement

Exhibit A5 - Texas Sales and Use Tax Exemption Certification

Exhibit 1 – Standard Requirements for Bonds and Insurance

Exhibit 2 - Construction Progress Documentation - Certified Payrolls

Exhibit 3 – Preliminary Project Schedule

Exhibit 5 - Certificate of Insurance

Exhibit 6 - Davis - Bacon Wage Rate Schedule

Exhibit 7 - BISD Yearly Calendar

Exhibit 8 – Conflict of Interest Questionnaire

Exhibit 9 - BISD Contractors Code of Conduct

Exhibit 10 – Enumeration of Documents

§ 8.3 The Owner's representative:

(Name, address and other information)

Beaumont Independent School District Robert Zingelmann, Chief Business Officer 3395 Harrison Avenue Beaumont, Texas 77706

Init.

(1665740898)

§ 8.4 The Contractor's representative: (Name, addresss and other information)

WB Construction & Sons

Wallace Baptiste, President

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

(Paragraphs dleleted)

§ 8.6 OTHER: PROVISIONS

- **8 8.6.1** As a material consideration of the making of this Agreement, the modifications to this Agreement shall mot be construed against the maker of said modifications.
- **§ 8.6.2** Notwithstanding anything to the contrary in this Agreement, or in any document forming a part thereof, there shall be no mandatory arbitration for any dispute arising hereunder.
- § 8.6.3 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distamce.
- § 8.6.4 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.
- **§ 8.6.5** This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.
- Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.
- **§ 8.66.7** This Agreement is subject to all applicable federal and state laws, rules and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United Statses shall not affect the validity of the remainder of this Agreement.
- **§8.6.8** By signing this Agreement, the undersigned certifies as follows: 'Under Section 231.006, Tex: as Family Code, the yendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and ackmowledges that this contract may be terminated and payment may be withheld if this certification is ignaccurate.
- **\$8..6.9** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:
 - The Occupational Safety and Health Administration standards . 1 for trench safety in effect for the construction of the Work;

- .2 The special shoring requirements, if any, of the Owner; and
- Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.
- § 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.
- § 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 9.1.3 The Supplementary and other Conditions of the Contract:

Document Refer to Exhibit 10	Title	Date	Pages				
§ 9.1.4 The Specifications: (Either list the Specifications) Refer to Exhibit 10	here or refer to an e. Title	xhibit attached to this Agr Date	eement.) Pages				
§ 9.1.5 The Drawings: (Either list the Drawings here	or refer to an exhib	it attached to this Agreem	ent.)				
Number		Title	Date				
Refer to Exhibit 10							
§ 9.1.6 Portions of the Addend	da relating to bidding	g requirements are part of	the Contract Documents:				
Number Refer to Exhibit 10		Date	Pages				
Portions of Addenda relating of requirements are also enumerate			tract Documents unless the bidding				
(Paragraphs deleted) § 9.1.7.1 Additional document	ts, if any, forming pa	art of the Contract Docume	ents:				
§9.1.7.2 Requests for Competitive Proposals dated _June 1, 2011, which shall take precedence over the Proposal, unless specifically agreed otherwise herein.							
Proposal signed by the Contractor datedJune 14, 2011							

Init.

ARTICLE 10 INSURAINCE AND BONDS

Beaumont Independent School District has implemented an Owner Controlled Insurance Program (ROCIP, OCIP and or ROCIP) for this project as set forth in the attached Exhibit A3, OCIP Instructions and Coverages. The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

§ 10.1 INSURANCE REQUIRED OF THE CONTRACTOR

Throughout the duration of the Project, the Contractor shall purchase and maintain insurance as set forth in the attached Exhibit, OCIP Instructions and Coverages.

§ 10.1.1 SAFETY MANUAL SUPPORT AND ENFORCEMENT

The Contractor agrees to support and enforce the policies and procedures as outlined in the OCIP Safety Manual, OCIP Claims Manual and other policies related to Safety, as designated by the Owner or this representative and as outlined in the attached Exhibit, OCIP Instructions and Coverages.

§ 10.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Sections 11.2 and 11.4 of A201TM—2007.

§ 10.3 PERFORMANICE BOND AND PAYMENT BOND

§ 10.3.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under. Bonds may be obtained through the Contractor's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to One Hundred Percent (100%) of the Contract Sum.

§ 10.3.2 The Contractor shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site. Please refer to the requirements set forth in Article 11 of the General Conditions.

Type of insurance or bond Acord Standard Form Limit of liability or bond amount (\$ 0.00)

Per the attached Construction Insurance Certificate Bond – Full contract amount

This Agreement entered into as of the day and year first written above.

OWNER (Signatural)

Robert Zingelmann Chief Business Officer

(Printed name and title)

CONTRACTOR (Signature)

Wallace Baptiste WB Construction, Inc.

(Printed name and title)

User Notes:

EXHIBIT 03

SITE REPORT W.B. CONSTRUCTION AND SONS, INC DATE OF VISIT: 06/27/08

As part of ongoing evaluation process for meeting BISD goal on LOCAL/WMBE for the Athletic complex and prototypical schools, I visited the corporate office of W.B CONSTUCTION INC to ascertain and validate their credentials.

W.B. Construction Inc is a general contracting firm based in Beaumont and they have been in business since 1980 and have successfully completed over 325 projects in and around the country. The president & CEO took me on a tour of 2 ongoing projects in Beaumont to demonstrate their capabilities.

They were engaged in renovation of schools for BISD over the years and sometime contracted to do maintenance work for the district. Mr. Wallace Batiste completed the questionnaire and gave an insight into the operations of the company.

They have bonding capacity and can be bonded for a larger project. Their engineering division has the capabilities for planning, implementation and monitoring of projects from conception to final completion. The company is a minority owned and wants to participate in the BISD Bond program.



Firm Name: W. B. Construction and Sons, Inc.

Evaluator Name: Michael Radomole							
CMAR Interview – QUESTIONS							
1. When was your firm established (years in Beaumont)? 03/15/1980 (28 years - 3 months)							
2. How many employees with your firm currently? 16							
3. How many projects have your firm completed successfully? 325							
4. What is your firm's financial capability to handle multiple projects? We have a #1,000,000 Line of Credit							

- 5. To what amount is your firm bonded or can be bonded?
 #/0,000,000,00
- 6. What are your firm's technical capabilities to handle this project in terms of employment manpower? We have present employees and any needed are available to be hired in this area from local Jexas Workforce Commission, etc.
- 7. What source of sub-contractors (locally)? Masons, mechanical, electrical, plumbing, flooring and fainting, drywall, accountical ceiling, fire alarm and sprinkly system contractors are available locally
- 8. Proof of insurance, workers compensation, bond on previous projects.

 See Addached Lapies.
- 9. Qualifications of your lead employees. See attached Resumes for Wallace Batiste, fr, Wallace Batiste, and Desmond Simon.

11. References of past projects and current.

See attached listings

12. Organization structure of your company.

President - Wallace Batiste, Jr.

Project mgs. - Wallace Batiste, St.

Project Superintidents - Desmand Simon & Joe Winnary

Michael Babunde

Wallac Lous

W. B. Construction and Sons, Inc.

COMPLETED MAJOR COMPANY PROJECTS

	PROJECT NAME:	COMPLETION DATE	CONTRACT AMT.
(1)	"Renovate Bldg 8226" At Fort Polk, LA Renovate building 8226 interior. Contract No.: W9124E-07-G-0002-0003 Owner: ACA, Southern Region Directorate of Contracting Contact: Paul Chance Telephone No.: (337) 531-0900	01/25/2008	\$41,695.27
(2)	"Repair Water Distribution System" Ellington Field Houston, TX Owner: USPFO FOR TEXAS Contact: Mary Sue Austin Telephone No.: (512) 782-5537	06/30/2007	\$1,808,339.06
(3)	"Repair Sewer Main Grinders" Federal Medical Center FMC – Carswell Fort Worth, Texas	11/18/2006	\$1,435,268.39
(4)	"8200 Block Drainage" Directorate of Contracting Fort Polk, LA Owner: ACA, Southern Region Directorate of Contracting Contact: Paul Chance Telephone No.: (337) 531-0900	11/18/2006	\$1,228,517.69
(5)	"Virginia Street Pavement Improvements" City of Beaumont, Texas Beaumont, Texas Owner: City of Beaumont, Texas Contact: Hassan Sholmalzadeh Telephone No.: (409) 880-3733	03/20/2006	\$1,569,620.37

09/15/2005

\$2,713,947.17

(6) "Repair Training Roads"
Reshaping of Roads & Ditches
Directorate of Contracting
Fort Polk, LA
Owner: ACA, Southern Region
Directorate of Contracting
Contact: Paul Chance

Telephone No.: (337) 531-0900

W. B. Construction and Sons, Inc.

Roofing Projects Completed

Project Name:

Replace roof on Bldgs 87015 & 87021

Fort Hood, TX

Contract Number:

W91151-06-C-0024 Contract Amount: \$161,348.00

Owner:

ACA, Fort Hood Contracting Command

761st Tank Battalion Ave. Building 1001, Room W103 Fort Hood, TX 76544 ATTN.: Neta A. Singley Office No.: (254) 287-3054

Installation of 3 (three) Duro-Last Roofing Systems for

Beaumont Independent School District

Project Name:

Reroof Brown Alternative Center (BISD)

Beaumont, TX (Hurricane Rita)

Contract Amount:

\$61,331.00

Project:

Reroof Taylor Career Center (BISD)

Beaumont, TX (Hurricane Rita)

Contract Amount:

\$259,056.00

Project Name:

Reroof Austin Middle School Gym (BISD)

Beaumont, TX (Hurricane Rita)

Contract Amount:

\$545,070.50

Owner:

Beaumont Independent School District

3395 Harrison

Beaumont, TX 77706
ATTN.: Terry Ingram

Office No.: (409) 899-9972

W. B. Construction and Sons, Inc.

WORK ON HAND AS OF 06/26/2008

PROJECT NAME:

CONTRACT AMT.

(1) "Relocate Gas Metering Sta BLDG 800"

0% Complete

\$957,202.13

At Fort Polk, LA

Contract No.: W9124E-07-G-0002-0004

Owner: ACA, Southern Region Directorate of Contracting Contact: Paul Chance

Telephone No.: (337) 531-0900

(1) "Renovate Barracks"

5% Complete

\$2,995,,931.94

At Fort Polk, LA

Contract No.: W9124E-07-G-0002-0004

Owner: ACA, Southern Region Directorate of Contracting Contact: Paul Chance

Telephone No.: (337) 531-0900

(1) "Renovate Bldg 2613 for DAPS Move"

Approx 99% Complete

\$523,527,45

At Fort Polk, LA

Renovate building 2613 to include storage for DPW & Chaplin area.

Renovations includes all new interiors to include utilities.

Contract No.: W9124E-07-G-0002-0002

Owner: ACA, Southern Region Directorate of Contracting Contact: Paul Chance

Telephone No.: (337) 531-0900

Γ	AC	0	RD CERTIFIC	ATE OF LIABILI	TY INSU	RANCE			DATE (MM/DD/YYYY) 6/20/2008
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							PROPERTY DAMAGE (Per accident)	\$	
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	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPIOP AGG	\$
	POLICY PRO-					
′	ANY AUTO				COMBINED SINGLE LIMIT (E8 accident)	§
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	HIRED AUTOS				BODILY INJURY (Per occideni)	\$
,					PROPERTY DAMAGE (Per eccident)	\$
	DARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
,	ANY AUTO				ALCTO ONLY	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	OCCUR CLAIMS MADE					\$
,	DEDUCTIBLE					5
	RETENTION \$		į			\$
	WORKERS COMPENSATION AND	TSF0001125122	12/10/2007	12/10/2008	X WC STATU- OTH-	· · · · · · · · · · · · · · · · · · ·
,A	ANY PROPRIETOR/PARTNER/EXECUTIVE					1,000,000
	OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE . POLICY LIMIT	s 1,000,000
	oman.					
,						
	ripmon of operations/Locations/YEMICLES coate gas metering Sta Build tract #W9124E-07-G-0002	PEXCLUSIONS ADDED BY ENDORSE ing 800 @ Fort Polk	MENT / SPECIAL PRO	VIBIONS		
CER	RTIFICATE HOLDER		CANCELLAT	ON		
			Į.		IBED POLICIES BE CANCELLED	
					Buing insurer will endeavo	

ERTIFICATE HOLDER	CANCELLATION			
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE			
Fort Polk Directorate of Contracting	EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THALEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
PO Box 3918 Fort Polk, LA 71459-0918	AUTHORIZEDA EPRESENTATIVE AUTHORIZEDA EPRESENTATIVE THE PROPERTY OF THE INSURED TO THE INSURED			

ACORD 25 (2001/08)

GACORD CORPORATION 1988

EXHIBIT 04

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State. The criminal record data in this product or service may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected.

Accurint does not constitute a "consumer report" as that term is defined in the federal Fair Credit Reporting Act, 15 USC 1681 et seq. (FCRA). Accordingly, Accurint may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA.

Your DPPA Permissible Use: No Permissible Purpose
Your GLBA Permissible Use: No Permissible Purpose

Comprehensive Business Report

Date: 10/06/15

Company Name: W B CONSTRUCTION AND SONS INC

Address: 2215 CALDER ST, BEAUMONT TX 77701-1562, JEFFERSON COUNTY

Phone: 409-840-9220 Feedback ▼

TIN: 76-0431596

URL: www.wbconstructioninc.com

Name Variations:

Company Name: W B CONSTRUCTION AND SONS INC
Company Name: W B CONSTRUCTION & SONS INC PROJ
Company Name: W B CONSTRUCTION AND SON INC
Company Name: WB CONSTRUCTION AND SOSNS, INC

TIN Variations:

Company TIN: 76-0431596

Company Name: W B CONSTRUCTION AND SONS INC

Company TIN: 01-1711934

Company Name: W B CONSTRUCTION & SONS INC

Company TIN: 76-0206935

Company Name: W B CONSTRUCTION & SONS INC

Company TIN: 76-0431586

Company Name: W B CONSTRUCTION & SONS INC PROJ Company Name: W B CONSTRUCTION AND SONS INC

Parent Company:

[None Found]

Comprehensive Business Report Summary: (Click on Link to see detail)

Industry Information:

10 Found

Bankruptcies:

None Found

Liens and Judgments:

1 Found

Corporation Filings:

2 Found

Registered Agents:

3 Found

Business Registration:

6 Found

UCC Filings for Business:

1 Found

Associated Businesses:

2 Found

Connected Businesses:

9 Found

Business Contacts:

3 Found

Executives:

2 Found

Properties:

None Found

☐ Business Filings:

Industry Information:

SIC Code: 1422

SIC Description: Crushed And Broken Limestone

SIC Code: 1521

SIC Description: Single-family Housing Construction

SIC Code: 1542

SIC Description: Nonresidential Construction, Nec

SIC Code: 1611

SIC Description: Highway And Street Construction

SIC Code: 1622

SIC Description: Bridge, Tunnel, & Elevated Highway

SIC Code: 1629

SIC Description: Heavy Construction, Nec

SIC Code: 1761

SIC Description: Roofing, Siding, & Sheet Metal Work

SIC Code: 1771

SIC Description: Concrete Work

SIC Code: 1799

SIC Description: Special Trade Contractors, Nec

SIC Code: 8741

SIC Description: Management Services

Bankruptcies:

[None Found]

Liens & Judgments:

Liens Record #1

Record Information:

Original Filing Number: D176872 Original Filing Date: 04/18/2006 Status: CIVIL NEW FILING

Eviction: NO Amount: \$7,963

Filing Activity:

Filing Number: D176872

Filing Type: CIVIL NEW FILING

Location: JEFFERSON DISTRICT COURT

County: JEFFERSON

State: TX

Debtor Information:

Debtor Name: STUART FRACHT

SSN/FEIN: xxx-xx-xxxx

Debtor Address: 2215 CALDER ST STE 101, BEAUMONT TX 77701-1562

Debtor Name: W B CONSTRUCTION AND SONS INC

Debtor Address: 7055 FANNETT RD # B, BEAUMONT TX 77705-7315

Creditor Information:

Creditor Name: ROGER RILEY

Corporation Filings:

Corporation Filings # 1

W.B. CONSTRUCTION AND SONS, INC.

Name Type: LEGAL

Address: 7055 FANNETT RD STE B, BEAUMONT TX 77705-7315

Address Type: DOMICILE ADDRESS

Status: ACTIVE

Business Type: FOREIGN CORPORATION

Filing Number: 35825749F Filing Date: 12/01/2004 In Good Standing: Yes

Registered Agent Address: 2352 HIGHWAY 190 W, DERIDDER LA 70634-6004

State of Incorporation: LA

Corporation Filings # 2

W.B. CONSTRUCTION AND SONS, INC.

Name Type: LEGAL

Address: PO BOX 21295, BEAUMONT TX 77720-1295

Address Type: BUSINESS ADDRESS

Status: ACTIVE

Business Type: CORPORATION-BUSINESS

Filing Number: 0130314600 Filing Date: 03/02/1994 Term: PERPETUAL Type: CREATION

Registered Agent Address: 390 PARK ST STE 500, BEAUMONT TX 77701-2948

State of Incorporation: TX

Annual Report Filings:

Comments: PUBLIC INFORMATION REPORT (PIR)

Filed Date: 12/31/2014

Comments: PUBLIC INFORMATION REPORT (PIR)

Filed Date: 12/31/2013

Registered Agents:

Name: THOMAS KAY
Title: REGISTERED AGENT

Address: 2352 HIGHWAY 190 W, DERIDDER LA 70634-6004

Date Last Seen: 02/06/2012

Name: J HOKE PEACOCK II Title: **REGISTERED AGENT**

Address: 470 ORLEANS ST, BEAUMONT TX 77701-3000

Date Last Seen: 04/11/2008

Name: KERWIN B STONE Title: REGISTERED AGENT

Address: 390 PARK ST STE 500, BEAUMONT TX 77701-2948

Date Last Seen: 07/30/2015

Business Registration:

Name: W B CONSTRUCTION AND SON INC

Address: 515 S 4TH ST STE 111, BEAUMONT TX 77701-3907

Filing Number: 17604315964 Corporation Code: Tax License Filing Date: 04/13/2002 Process Date: 04/15/2002 Expiration Date: 04/13/2012

Name: W B CONSTRUCTION AND SONS INC

Address: 515 S 4TH ST STE 111, BEAUMONT TX 77701-3907

Filing Number: 35825749F

Status: Active

Corporation Code: Secretary of State

Filing Date: 12/01/2004 Expiration Date: 12/01/2005

Name: W B CONSTRUCTION AND SOSNS INC

Address: 2215 CALDER ST STE 203, BEAUMONT TX 77701-1562

Filing Number: 17604315964

Corporation Code: Tax License Filing Date: 07/23/2009

Name: W B CONSTRUCTION AND SONS INC

Address: 7055 FANNETT RD, BEAUMONT TX 77705-7315

Filing Number: 17604315964 Company Phone: 4098409220 Corporation Code: Tax License Filing Date: 09/05/2008

Name: W B CONSTRUCTION AND SONS INC

Address: 7055 FANNETT RD, BEAUMONT TX 77705-7315

Filing Number: 17604315964 Company Phone: 4098409220 Corporation Code: Tax License Filing Date: 09/05/2008

Name: W B CONSTRUCTION AND SONS INC Address: PO BOX 21295, BEAUMONT TX 77720-1295

Filing Number: 0130314600

Status: Active

Corporation Code: Secretary of State

Filing Date: 03/02/1994

UCC Filings for Business:

As Debtor:

UCC Filing #1

Filing Jurisdiction: TX

Filing Number: 100026195236 Latest Filing Type: UCC STANDARD

Filing Date: 09/09/2010

Debtor Party(s):

Debtor: W.B. CONSTRUCTION AND SONS, INC.

Debtor Address: 7055 FANNETT RD, BEAUMONT TX 77705-7315

Secured Party(s):

Secured: ĆOMPASS BANK

Secured Address: PO BOX 10566, BIRMINGHAM AL 35296-0001

Collateral(s):

Description: ALL ACCOUNTS; WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL A CCESSIONS, ADDITION

Filing Number: 100026195236 Filing Date: 09/09/2010

Description: S, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOR EGOING; ALL RECORDS

OF ANY KING RELATI

Filing Number: 100026195236

Filing Date: 09/09/2010

Description: NG TO ANY OF THE FOREGOING; ALL PROCEEDS R ELATING TO ANY OF THE FOREGOING

(INCLUDING INSURANCE, GEN

Filing Number: 100026195236 Filing Date: 09/09/2010

Description: ERAL INTANGIBLES AND OT HER ACCOUNTS PROCEEDS).

Filing Number: 100026195236 Filing Date: 09/09/2010

Filing(s):

Filing: UCC STANDARD Filing Number: 100026195236 Filing Date: 09/09/2010 Filing Expiration Date: 09/09/2015

Associated Businesses:

Name: COMPASS BANK

Address: PO BOX 10566, BIRMINGHAM AL 35296-0001

Name: ROGER RILEY

Connected Businesses:

Name: BICO STEREO SVC

Address: 1972 CYPRESS CREEK PKWY, HOUSTON TX 77090-3206

Name: OMEGA-I CONSTRUCTION, INC.

Address: PO BOX 21295, BEAUMONT TX 77720-1295

Name: W B CONSTRUCTION & SONS INC

Address: 11070 MARTIN RD, GONZALES LA 70737-7733

Name: W B CONSTRUCTION & SONS INC

Address: 2255 GREENWOOD ST, KENNER LA 70062-7907

Name: W B CONSTRUCTION & SONS INC PR

Address: 3443 FANNETT RD, BEAUMONT TX 77705-1322

Name: W B CONSTRUCTION & SONS INC PR

Address: 565 S MAJOR DR, BEAUMONT TX 77707-1536

Name: W B CONSTRUCTION AND SON, INC

Address: 1620 S MAJOR DR, BEAUMONT TX 77707-2936

Name: W B CONSTRUCTION AND SONS INCO

Address: 3760 SATURN RD, CORPUS CHRISTI TX 78413-1915

Name: W. B. CONSTRUCTION, INC.

Address: 7055 FANNETT RD, BEAUMONT TX 77705-7315

∃ Associated People:

Business Contacts:

Current Individuals:

[None Found]

Prior Individuals:

Name: IN W B CONSTRUCTION AND S

Address: PO BOX 21295, BEAUMONT TX 77720-1295

Name: SHERRY KNEELAND

Contact Title - IT

Address: 3803 HIGHWAY 70 S, PIERRE PART LA 70339-4459

Name: JOSEPH WINIARZ

Address: PO BOX 21295, BEAUMONT TX 77720-1295

Date Last Seen: 03/07/2011

Executives:

Current Executives:

Name: WALLACE BATISTE JR Contact Title - PRESIDENT Date Last Seen: 12/30/2014

Name: WALLACE BATISTE Contact Title - PRESIDENT Date Last Seen: 06/08/2015

Prior Executives:

[None Found]

∃ Assets:

Properties:

[None Found]