

**SPECIAL, 9/16/2013 1:30:00 PM**

BE IT REMEMBERED that on September 16, 2013, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*September 16, 2013*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
September 16, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **16th** day of **September 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

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

## **PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County.

**SEE ATTACHMENTS ON PAGES 11 - 45**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file Change Order # 2 for (IFB 12-030/KJS), Proposed 200,000 Gallon Elevated Water Storage Tank with Maguire Iron, Inc. to increase contract day by 15 days, bringing the total contracted days up to 320 days. (This project is funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas)

**SEE ATTACHMENTS ON PAGES 46 - 48**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file Change Order # 7 for (IFB 13-001/JW), Refurbishment of Jefferson County Health Clinic with Basco Construction, Inc. for an increase of \$16,916.00 to install sheetrock in all offices that have paneling except closets and storage areas, bringing total contract to \$420,032.00 The days of completion will not change.

**SEE ATTACHMENTS ON PAGES 49 - 49**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

4. Consider and approve, execute, receive and file Amendment No. 6 (Agreement for Architectural Services) with Bailey Architecture and Jefferson County to amend the scope of architectural services with regard to Phase Five Restoration of the Jefferson County Courthouse.

**SEE ATTACHMENTS ON PAGES 50 - 55**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COMMISSIONERS COURT:**

5. Consider and possibly approve a Proclamation for National Recovery Month.

**SEE ATTACHMENTS ON PAGES 56 - 56**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Consider and possibly approve a Proclamation for Society Daughters of the American Revolution Constitution Week.

**SEE ATTACHMENTS ON PAGES 57 - 57**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

7. Consider and possibly authorize the County Judge to execute an Inter-Governmental Agreement between Jefferson County and Jefferson County Drainage District 6 for drainage work in Precinct No. 2.

**SEE ATTACHMENTS ON PAGES 58 - 59**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
September 16, 2013*

8. Consider and possibly authorize the County Judge to execute an Inter-Governmental Agreement between Jefferson County and Jefferson County Drainage District 7 for drainage work in Precinct No. 2.

**SEE ATTACHMENTS ON PAGES 60 - 61**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

9. Resolution of the Commissioners Court of Jefferson County, Texas approving the action of the Jefferson County Industrial Development Corporation approving a twelfth supplemental trust Indenture and security agreement, and other matters relating to the remarketing of its Hurricane Ike Disaster Area Revenue Bonds( Jefferson Refinery L.L.C. Project), Series 2010.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

10. Receive and file executed Amended Inter-local Agreement between Jefferson County, Texas and Jefferson County Drainage District No. 6 regarding the construction of the Lawhon Road Bridge.

**SEE ATTACHMENTS ON PAGES 62 - 65**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

11. Consider and possibly approve an Order, pursuant to Tax Code Sec. 312.401, designating a Reinvestment Zone for Euromin, Inc. (for the Coastal Caverns, Inc. project).The address of the Beaumont Facility is Coastal Caverns, 6045 Highland, Beaumont, Texas 77705.

**SEE ATTACHMENTS ON PAGES 66 - 73**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*September 16, 2013*

12. Consider and approve Sheriff and Constables' fees to be effective January 1, 2014.

**SEE ATTACHMENTS ON PAGES 74 - 78**

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

## **ADDENDUMS**

13. Consider and approve applying for Pre-Disaster Mitigation Grant with FEMA for Hurricane Registrant Retrofits to the Port Arthur Sub-Courthouse.

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

## **COUNTY AIRPORT:**

14. Consider authorizing the County Judge to execute a Letter of Intent with Hotard Coaches, Inc for parking space lease at the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 79 - 80**

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

## **COUNTY AUDITOR:**

15. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost for repairs.

114-0405-431-4018	ROAD MACHINERY	\$5,000.00	
114-0402-431-3016	CHEMICALS, SPRAYS, ETC.		\$5,000.00

*Notice of Meeting and Agenda and Minutes*  
*September 16, 2013*

SEE ATTACHMENTS ON PAGES 81 - 81

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

16. Consider and approve budget transfer - Purchasing - additional cost.

120-1022-415-3078	OFFICE SUPPLIES	\$700.00	
120-1022-415-5062	TRAVEL EXPENSE		\$700.00

SEE ATTACHMENTS ON PAGES 82 - 82

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

17. Consider and approve budget transfer - Justice of the Peace, Precinct 1, Place 2 - additional cost for travel.

120-2042-412-5062	TRAVEL EXPENSE	\$400.00	
120-2042-412-1005	EXTRA HELP		\$400.00

SEE ATTACHMENTS ON PAGES 83 - 83

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

18. Consider and approve budget transfer - Justice of the Peace, Precinct 1, Place 2 - additional cost for supplies.

120-2042-412-3078	OFFICE SUPPLIES	\$600.00	
120-2042-412-1005	EXTRA HELP		\$600.00

SEE ATTACHMENTS ON PAGES 84 - 84

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

*Notice of Meeting and Agenda and Minutes*  
*September 16, 2013*

19. Consider and approve budget transfer - Dispute Resolution Center - replace two televisions and DVD players.

120-2060-412-3084	MINOR EQUIPMENT	\$1,710.00	
120-2060-412-5066	VOLUNTEER TRAINING		\$1,710.00

**SEE ATTACHMENTS ON PAGES 85 - 85**

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

20. Consider and approve budget transfer - Juvenile Detention - additional cost for supplies.

120-3064-424-3044	JANITOR SUPPLIES	\$2,500.00	
120-3064-424-5034	MEDICAL & SURGICAL		\$2,500.00

**SEE ATTACHMENTS ON PAGES 86 - 86**

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

21. Consider and approve budget transfer - Tax Office, Auto Dealer - purchase back office workstations. 280-0000-415-6022 Capital - Furniture & Fixtures \$ 33,000 280-0000-415-5099 Miscellaneous \$4,000 280-0000-415-5062 Travel \$14,000 280-0000-415-6002 Capital - Computer Equipment \$15,000

**SEE ATTACHMENTS ON PAGES 87 - 87**

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

22. Regular County Bills - check #384771 through check #385121.

**SEE ATTACHMENTS ON PAGES 88 - 98**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY CLERK:**

23. Consider and possibly approve expenditure from the County Clerk's Records Management fund in the amount of \$1,314.56 to purchase printer to be used by Court Clerks in County Court at Law No. 3 courtroom.

**SEE ATTACHMENTS ON PAGES 99 - 99**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **ENGINEERING:**

24. Execute, receive and file Utility Permit 02-U-13 to West Jefferson County MWD for a potable water line to be installed on W. Oakland Road approximately 615 ft. This project is located in Precinct No. 3.

**SEE ATTACHMENTS ON PAGES 100 - 111**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

25. Consider and possibly approve a Resolution for the Jefferson County Sheriff's Office to participate in the Impaired Driving Mobilization STEP Grant for the period beginning October 1, 2013 through September 30, 2014.

**SEE ATTACHMENTS ON PAGES 112 - 142**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**DISTRICT ATTORNEY:**

26. Announcement of an executive (closed) session pursuant to Texas Government Code § 551.087 to discuss or deliberate regarding commercial or financial information received from a business prospect sought to be located in Jefferson County with which the County is conducting economic development negotiations and/or to deliberate the offer of incentives.

**Action: NONE**

---

**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 16, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Catalog Pricing for Janitorial Supplies for  
Jefferson County  
**BID NO:** IFB 13-021/JW  
**DUE DATE/TIME:** 11:00 AM, October 8, 2013  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1st Floor  
Beaumont, Texas 77701

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 18<sup>th</sup> and 25<sup>th</sup>, 2013

**IFB 13-021/JW  
Term Contract for Catalog Pricing for Janitorial Supplies  
for Jefferson County**

**Bids due: 11:00 AM, October 8, 2013**

**Table of Contents**

<b>Return with Bid</b>	<b><u>Description</u></b>	<b><u>Page(s)</u></b>
	Table of Contents.....	2
	Instructions to Bidders.....	3-6
	General Conditions of Bidding and Terms of Contract.....	7-12
	Special Requirements/Instructions.....	13-15
	Minimum Specifications.....	16-17
X	Vendor Profile Information Form.....	18-19
X	Offer to Contract Form .....	20
X	Acceptance of Offer Form.....	21
X	Bid Form .....	22-23
X	Vendor References .....	24
X	Signature Page.....	25
X	Conflict of Interest Questionnaire .....	26-27
X	Good Faith Effort Determination Checklist .....	28
X	Notice of Intent.....	29
X	HUB Subcontracting Participation Declaration Form .....	30-33
X	Residence Certification/Tax Form.....	34
X	Bid Affidavit.....	35

**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](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 Division  
1149 Pearl Street, First Floor  
Beaumont, TX 77701

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

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

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

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

### 2. Courthouse Security

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

### 3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

### 4. Signatures

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

### 5. County Holidays – 2013

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

## 6. Rejection or Withdrawal

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

## 7. Award

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

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

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

## 8. Contract

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

## 9. Waiver of Subrogation

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

## 10. Fiscal Funding

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

## 11. Bid Results

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

## 12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to 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 the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, 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 **Job Number, Job Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

### 2. Multiple Vendor Award

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

### 3. Delivery

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

### 4. Payment

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

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

### 5. Usage Reports

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

### 6. Insurance

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

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

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

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

#### **Minimum Insurance Requirements**

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

### **7. Workers' Compensation Insurance**

#### 7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.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, Contract Specialist (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 13-021/JW.

### Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an "as needed" basis.

**Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.**

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each "no charge" shipment.

Based on a review of recent past fiscal years, Jefferson County spends approximately \$275,000.00 per fiscal year on janitorial equipment and supplies.

### No Guarantee Annual Volume

**This is an "open catalog" bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.**

### Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

## Delivery

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse  
1149 Pearl – Basement  
Beaumont, Texas 77701  
Contact: David Knight, 409-835-8511

Maintenance Department – Subcourthouse  
525 Lakeshore Drive  
Port Arthur, Texas 77640  
Contact: Mark Bernard, 409-983-8307

Correctional Facility  
5030 Hwy. 69 South  
Beaumont, Texas 77705  
Contact: Chief Jeff Theriot, 409-726-2520

Road & Bridge Precinct #1  
2205 Hwy. 90  
China, Texas 77613  
Contact: Robbie Griffin, 409-752-2891

Road & Bridge Precinct #2  
7759 Viterbo Road  
Beaumont, Texas 77705  
Contact: Mike Trahan, 409-960-8200

Road & Bridge Precinct #3  
5700 Jade Avenue  
Port Arthur, Texas 77640  
Contact: Mark Redwine, 409-983-8306

Road & Bridge Precinct #4  
7780 Boyt Road  
Beaumont, Texas 77713  
Contact: Kenneth Minkins, 409-794-2444

Crime Laboratory  
5030 Hwy. 69 South, Suite 500  
Beaumont, Texas 77705  
Contact: Linda Johnson, 409-726-2577

Jack Brooks Regional Airport  
4875 Parker Drive  
Beaumont, Texas 77705  
Contact: Duke Youmans, 409-722-0643

Juvenile Probation  
5326 Hwy. 69 South  
Beaumont, Texas 77705  
Contact: Chief Ed Cockrell, 409-722-7474

Mid-County Office Building  
7933 Viterbo Road  
Beaumont, Texas 77705  
Contact: Frank Adams, 409-960-8200

Mosquito Control District  
8905 First Street  
Beaumont, Texas 77705  
Contact: Kevin Sexton, 409-719-5940

## Vendor Profile Information Form

**Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.**

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. List offices closest to Beaumont.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

3. How long has your company done business in Southeast Texas under its existing name? \_\_\_\_\_ years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes  No

6. Can the bidder provide two (2) catalogs or price list to each department? Yes  No

If not, what can be provided?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Vendor Profile Information Form (Continued)

---

- 7. Do you have a fax machine for electronic communication purposes with your customers? Yes  No
- 8. Do you accept purchase orders via fax? Yes  No
- 9. Do you have a toll-free telephone number for use by your customers? Yes  No
- 10. Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours? Yes  No

If yes, please explain:

---

---

---

---

***Bidder Shall Return Completed Form with Offer.***

## Offer to Contract

---

### TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

For clarification of this offer, contact:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone                                      Fax

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

***Bidder Shall Return Completed Form with Offer.***

## Acceptance of Offer

---

### TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

This contract shall henceforth be referred to as Contract No. 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

---

Carolyn L. Guidry  
County Clerk

***Bidder Shall Return Completed Form with Offer.***

# Bid Form

**CATALOG DISCOUNT:** Flat rate of discount you will allow from your current catalog with the below noted exceptions:

\_\_\_\_\_ %

Comments: \_\_\_\_\_

**PRICE LIST DISCOUNTS:** Flat rate of discount you will allow from your price list with the below noted exceptions:

\_\_\_\_\_ %

Comments: \_\_\_\_\_

**SHELF PRICE DISCOUNTS:** Flat rate of discount you will allow from your shelf price with the below noted exceptions:

\_\_\_\_\_ %

Comments: \_\_\_\_\_

## EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Dated Purchase Orders

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County's purchasing department for receipt no later than 10 calendar days prior to the "bid opening" date. Inquiries must reference the date of "bid opening." Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_

## Bid Form (Continued)

---

**I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.**

Company: \_\_\_\_\_

Sales Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Employee Identification Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer.***

## Vendor References

---

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

## Signature Page

---

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

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

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

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

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

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

***Bidder Shall Return Completed Form with Offer.***

## Conflict of Interest Questionnaire

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

***Bidder Shall Return Completed Form with Offer.***

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p>	<p><b>FORM CIQ</b> Page 2</p>
<p><b>For vendor or other person doing business with local government entity</b></p>	
<p>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.)</p> <p>This section, item 5 including subparts A, B, C &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>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?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>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?</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>D. Describe each affiliation or business relationship:</p>          	
<p>6. Describe any other affiliation or business relationship that might cause a conflict of interest.</p>          	
<p>7.</p>          <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; text-align: center;"> <p>Signature of person doing business with the governmental entity</p> </div> <div style="width: 45%; border-top: 1px solid black; text-align: center;"> <p>Date</p> </div> </div>	

***Bidder Shall Return Completed Form with Offer.***

## Good Faith Effort (GFE) Determination Checklist

---

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

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

### Did the Prime Contractor/Consultant . . .

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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 contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***Bidder Shall Return Completed Form with Offer.***









## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer.***

## Residence Certification/Tax Form

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

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

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

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

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

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

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

***Bidder Shall Return Completed Form with Offer.***

### Bid Affidavit

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who

(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent

(name)

for \_\_\_\_\_ and have been duly authorized to execute the

(name of firm)

foregoing on behalf of the said \_\_\_\_\_.

(name of firm)

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_

(print name)

Signature: \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer.***



## Texas General Land Office Disaster Recovery

### Construction Contract Change Order Request Form

<b>Engineer:</b> (Name & Address) d.p. Consulting Engineers, Inc. 3727 Doctors Drive Port Arthur, TX 77642 Phone No.: 409-983-6263	<b>OWNER (Contractor Locality):</b> (Name & Address) Jefferson County 149 Pearl Street Jefferson County, Texas 77701  Phone No.: 409-835-8593	<b>Contractor:</b> (Name & Address) Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, SD 57101 Agreement Date: October 1, 2012 Phone No.: 605-334-9749	
Date: : 8/9/13 Project Code No.: P00963 Bid Package No.: IFB 12-030/KJS	<b>Contract For (Project Description):</b> 200,000 Gallon Elevated Water Storage Tank	GLO Contract No.: 10-5291-000-5299 Change Order No.: TWO (2)	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1.	Days affected by stormy weather, rain, too wet to work after a rain and wind for July, 2013 : Total 15 days		
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$ 861,895.00		Original Contract Time: 300 days	
Previous Change Order(s): No. <u>1</u> to No. <u>2</u> 0.00		Net Change From Previous Change Orders: 5 days	
Contract Price Prior to this Change Order: \$ 861,895.00		Contract Time Prior to this Change Order: 305 days	
Net Increase/Decrease of this Change Order: \$ 0.00		Net Increase/Decrease of this Change Order: 15 days	
Contract Price With all Approved Change Orders: \$ 861,895.00		Contract Time With all Change Orders: 320 days	
Cumulative Percent Change in Contract Price (+/-): 0 %		Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2014	
Construction Contract Start Date: (mm/dd/yy) 11 / 19 / 2012		Construction Contract End Date: (mm/dd/yy) 10 / 4 / 2013	

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

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

RECOMMENDED:

By: *William K. Kamin*  
ENGINEER

Date: 8/12/13

APPROVED:

By: \_\_\_\_\_  
OWNER

Date: \_\_\_\_\_

ACCEPTED:

By: *[Signature]*  
CONTRACTOR

Date: 8/12/13

**JUSTIFICATION FOR CHANGE**

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

**NOTE:**

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

## Weather Log

## JEFFERSON CO., TX

Through July 31, 2013

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

# CHANGE ORDER

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: 056116  
 Jefferson County Health Clinic  
 1149 Pearl Street 7th Floor  
 Beaumont, Texas 77701

CHANGE ORDER #: 7

CHANGE ORDER DATE: 08/26/2013

PROJECT #s: 056116

TO: BASCO CONSTRUCTION INC.  
 P.O. BOX 1025  
 NEDERLAND, TEXAS 77627

DATE OF CONTRACT: 05/08/2013

FOR:

The Contract is changed as follows:

Install 1/2" sheetrock over present wall paneling in all areas with the exception of the interiors of closets and storage rooms. Tape, Float and Orange peel texture new 1/2" sheetrock. (finishes on these walls is included in our original base bid). This work is pertaining to Phase 2 work.

The original Contract Sum was	\$369,869.00
The net change by previously authorized Change Orders is	\$33,247.00
The Contract Sum prior to this Change Order was	\$403,116.00
The Contract Sum will be increased by this Change Order in the amount of	\$16,916.00
The new Contract Sum including this Change Order will be	\$420,032.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

**Not valid until signed by all parties below.**

Chica & Associates ARCHITECT 505 Orleans Suite 106 ADDRESS Beaumont, Texas 77701	BASCO CONSTRUCTION INC. CONTRACTOR P.O. BOX 1025 ADDRESS NEDERLAND, TEXAS 77627	Jeff Branick/County Judge OWNER 1149 Pearl Street 4th Floor ADDRESS Beaumont, Texas 77701
BY (Signature) <i>Andy Chica</i> (Typed Name)	BY (Signature) <i>Min Lightfoot</i> (Typed Name)	BY (Signature)
DATE 8-26-13	DATE 8/26/13	DATE 9/9/2013 Tabled.

ATTEST \_\_\_\_\_  
 DATE \_\_\_\_\_

**AMENDMENT NO. SIX  
DATED 28 AUGUST 2013  
TO THE  
AGREEMENT FOR ARCHITECTURAL SERVICES  
BETWEEN BAILEY ARCHITECTS AND JEFFERSON COUNTY, TEXAS  
DATED 24 MAY 2007  
FOR THE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE  
LOCATED IN BEAUMONT, TEXAS**

**AMENDED SCOPE OF ARCHITECTURAL SERVICES**

Jefferson County, Texas has requested that the following additional scope of services and compensation for such services be performed under the above referenced Agreement. Jefferson County, Texas and Bailey Architects, Inc. mutually agree to such amendments to the services to be performed and the compensation for such services and to other miscellaneous revisions to the Agreement as enumerated below.

**AMENDED SCOPE OF ARCHITECTURAL SERVICES**

1. Design, Construction Documents, Bidding/Negotiation, and Construction Administration services for the **Phase Five Restoration of the Jefferson County Courthouse**, which may include:
  - a. Replacement of existing HVAC systems (air handlers, ductwork, controls) throughout floors Basement thru First Floor of the 1930 historic courthouse.
  - b. New fire alarm system throughout the 1930 historic courthouse and the 1980 courthouse addition, including the active Jail.
  - c. Normal MEP services, limited structural engineering services associated with penetrations, and fire alarm performance specifications for said systems.
  - d. Cutting and patching of interior materials and finishes as required to install said systems, in keeping with the historic restoration standards of the Preservation Master Plan.
  - e. Rehabilitation of historic interior plaster wall finishes in the 1930 historic courthouse in the following spaces:
    1. Tax Office (rooms #130,131,132,133 and134)
    2. 317<sup>th</sup> District Court (room #260)
    3. Jury Room (room #259)
    4. Judge's Office and toilet (rooms #250 and 243)
    5. Commissioners Court (room #436).
  - f. Rehabilitation of historic interior wood paneling in the 317th District Court (room #260) and Commissioners Court (room #436).
  - g. Replacement of millwork along exterior walls in the current Tax Office rooms #130,133, and 134 (1930 historic courthouse).
  - h. Repair of wood window surrounds at the following window locations (other interior windows have been/will be done by the County):
    1. Commissioners Court Room (room #436):  
windows #428, 429, 430, 431, 432, 433, 434, and 435
    2. 317th District Court, Judge Thorne (room #260):  
windows #244 and 245
    3. Jury Room (room #259): window #243
    4. Judge's Office and Toilet (rooms #250 and 243, respectively):

**AMENDMENT NO. SIX  
DATED 28 AUGUST 2013  
TO THE  
AGREEMENT FOR ARCHITECTURAL SERVICES  
BETWEEN BAILEY ARCHITECTS AND JEFFERSON COUNTY, TEXAS  
DATED 24 MAY 2007  
FOR THE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE  
LOCATED IN BEAUMONT, TEXAS**

- windows #237, 238, 239, and 240
5. First Floor Tax Department (rooms #130, 131, 132, 133, and 134):  
windows #124, 125, 126, 127, 128, 129, 130, and 131.
2. Space Planning and Design services for renovations in Rooms 130 and 133 in the 1930 historic courthouse. Bidding and Construction Administration for rooms 130 and 133 are to be conducted by the County.

**AMENDMENTS TO THE ABOVE REFERENCED AGREEMENT**

**The Architect:**

- Delete: "4100 South Shepherd  
Houston, Texas 77098"  
Revise to read: "55 Waugh Drive, Suite 450  
Houston, Texas 77007"

**Article 1.1.2.1:**

- Delete: "Historic Preservation Master Plan Study."

**Article 1.1.2.2:**

- Delete: "1931 Jefferson County Courthouse Building and Site."  
Add: "1931 and 1980 Jefferson County Courthouse buildings."

**Article 1.1.2.3:**

- Delete: "Prepare Preservation Master Plan for submission to Texas Historical Commission/Historic Courthouse Preservation Program."  
Add:

1. Design, Construction Documents, Bidding/Negotiation, and Construction Administration services for the **Phase Five Restoration of the Jefferson County Courthouse**, which may include:
  - a. Replacement of existing HVAC systems (air handlers, ductwork, controls) throughout floors Basement thru First Floor of the 1930 historic courthouse.
  - b. New fire alarm system throughout the 1930 historic courthouse and the 1980 courthouse addition, including the active Jail.
  - c. Normal MEP services, limited structural engineering services associated with penetrations, and fire alarm performance specifications for said systems.
  - d. Cutting and patching of interior materials and finishes as required to install said systems, in keeping with the historic restoration standards of the Preservation Master Plan.
  - e. Rehabilitation of historic interior plaster wall finishes in the 1930 historic courthouse in the following spaces:
    1. Tax Office (rooms #130,131,132,133 and134)
    2. 317<sup>th</sup> District Court (room #260)
    3. Jury Room (room #259)

**AMENDMENT NO. SIX  
DATED 28 AUGUST 2013  
TO THE  
AGREEMENT FOR ARCHITECTURAL SERVICES  
BETWEEN BAILEY ARCHITECTS AND JEFFERSON COUNTY, TEXAS  
DATED 24 MAY 2007  
FOR THE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE  
LOCATED IN BEAUMONT, TEXAS**

4. Judge's Office and toilet (rooms #250 and 243)
  5. Commissioners Court (room #436).
- f. Rehabilitation of historic interior wood paneling in the 317th District Court (room #260) and Commissioners Court (room #436).
  - g. Replacement of millwork along exterior walls in the current Tax Office rooms #130, 133, and 134 (1930 historic courthouse).
  - h. Repair of wood window surrounds at the following window locations (other interior windows have been/will be done by the County):
    1. Commissioners Court Room (room #436):  
windows #428, 429, 430, 431, 432, 433, 434, and 435
    2. 317th District Court, Judge Thorne (room #260):  
windows #244 and 245
    3. Jury Room (room #259): window #243
    4. Judge's Office and Toilet (rooms #250 and 243, respectively):  
windows #237, 238, 239, and 240
    5. First Floor Tax Department (rooms #130, 131, 132, 133, and 134):  
windows #124, 125, 126, 127, 128, 129, 130, and 131.
2. Space Planning and Design services for renovations in Rooms 130 and 133 in the 1930 historic courthouse. Bidding and Construction Administration for rooms 130 and 133 are to be conducted by the County.

**Article 1.1.2.6:**

Delete: "Refer to attached ...Preservation Program."

Add: "Bailey Architects will strive to work closely with Jefferson County to meet any reasonable schedule allowing time for proper documentation of the services to be done."

**Article 1.1.2.8:** Amend to add the following:

"All work to conform to the recommendations of the Jefferson County Courthouse Historic Preservation Master Plan."

**Article 1.1.3.1:**

Delete: "Jose A. Pastrana, P.E. County Engineer."

Add: "Don Rao, Director of Engineering"

Delete: [jpastrana@co.jefferson.tx.us](mailto:jpastrana@co.jefferson.tx.us)

Add: [drao@co.jefferson.tx.us](mailto:drao@co.jefferson.tx.us)

**Article 1.1.3.5:**

**Structural Engineer:**

Delete: "231 E.Main Street, Suite 220"

Revise to read: "403 North Mays Street"

**MEP Engineer:**

Delete: "Donna Lechtenberg.

Lechtenberg Consulting

**AMENDMENT NO. SIX  
DATED 28 AUGUST 2013  
TO THE  
AGREEMENT FOR ARCHITECTURAL SERVICES  
BETWEEN BAILEY ARCHITECTS AND JEFFERSON COUNTY, TEXAS  
DATED 24 MAY 2007  
FOR THE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE  
LOCATED IN BEAUMONT, TEXAS**

7999 Gladys Avenue  
Beaumont, TX 77706"

Revise to read: "To be determined"

**Masonry Consultant:**

Delete item.

**Article 1.1.4:**

Delete: "Time frame ... Preservation Program."

**Article 1.3.3.2:**

Add: "8. Conversion of floor plans to CAD for the Courthouse Annex, if CAD background drawings are necessary for the fire alarm design or other scope."

**Article 1.4.1.3:** Amend to add the following:

Delete Exhibits B, and C.

Add "Amendment No. Six dated 28 August 2013."

**Article 1.5.1:** Amend to read as follows:

Delete sentence: "Lump sum fee ... complete."

Add the following: Compensation for Phase Five (Amendment Six):

SD-B/N:	9.75% of construction cost
Constr. Admin.:	Hourly, estimated @ \$7500/month for estimated 12 months construction.

**Article 1.5.2:** Revise hourly rates as follows:

Principals	\$175 per hour
Project Managers	\$115.60 - \$165 per hour
Architects	\$ 88.92 - \$165 per hour
Interns	\$ 80.03 - \$124.49 per hour
Clerical	\$ 65.80 - \$115.60 per hour

**Article 1.5.5:** Amend to read as follows:

Add the following sentence: "Reimbursable expenses budget for Phase Five to be determined as mutually agreeable between Architect and Owner"

**Exhibit A:** Replace with new Exhibit A, dated 27 August 2013.

**Exhibit B:** Delete document.

**Exhibit C:** Delete document.

AMENDMENT NO. SIX  
DATED 28 AUGUST 2013  
TO THE  
AGREEMENT FOR ARCHITECTURAL SERVICES  
BETWEEN BAILEY ARCHITECTS AND JEFFERSON COUNTY, TEXAS  
DATED 24 MAY 2007  
FOR THE RESTORATION OF THE JEFFERSON COUNTY COURTHOUSE  
LOCATED IN BEAUMONT, TEXAS

OWNER

ARCHITECT

\_\_\_\_\_  
*(signature)*

  
\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(printed name and title)*

**JEFFERSON COUNTY, TEXAS**

Ray D. Leiker, AIA, Vice President

*(printed name and title)*

**BAILEY ARCHITECTS, INC.**

## Exhibit 'A'

policy effective 11-01-2012 - 11-01-2013

<b>Insurance Type</b>	<b>Limit</b>		<b>Carrier</b>	<b>Coverage Provided by</b>
Professional Liability	\$ 3,000,000 \$ 1,000,000	Aggregate Per Claim	XL	XL Specialty Insurance Company
Commercial General Liability	\$ 2,000,000 \$ 1,000,000	Aggregate Occurrence	C.N.A.	National Fire Insurance of Hartford
Comprehensive Auto Liability	\$ 1,000,000	Each Accident	C.N.A.	Continental Insurance Company
Umbrella Policy	\$ 1,000,000 \$ 1,000,000	Aggregate Occurrence	C.N.A.	Continental Casualty Company
Workman's Compensation	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000	Each Accident Each Employee Policy Limit	C.N.A.	NCII Carrier Code No: 12408 Transportation Insurance Company



# 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 \_\_\_\_\_, 2013, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, the following Proclamation was adopted:

## NATIONAL RECOVERY MONTH

**WHEREAS**, behavioral health is an essential part of health and one's overall wellness; and

**WHEREAS**, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

**WHEREAS**, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

**WHEREAS**, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

**WHEREAS**, in 2011, 2.3 million people aged 12 or older received specialty treatment for a substance use disorder and 31.6 million adults aged 18 or older received mental health services, according to the 2011 National Survey on Drug Use and Health. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and

**WHEREAS**, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), and the Golden Triangle Recovery Organization invite all residents of Jefferson County and the Golden Triangle area to participate in National Recovery Month; and

**NOW, THEREFORE**, the Commissioners' Court of Jefferson County, Texas, does hereby proclaim the month of September 2013 as *National Recovery Month* in Jefferson County, Texas and we call upon the people of Jefferson County to observe this month with appropriate programs, activities, and ceremonies supporting this year's theme, *"Join the Voices for Recovery: Together on Pathways to Wellness."*

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
 County Judge

\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
 Precinct No. 1

\_\_\_\_\_  
**COMMISSIONER MICHAEL S.SINEGAL**  
 Precinct No. 3

\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
 Precinct No. 2

\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4



# INTER-GOVERNMENTAL AGREEMENT

(Precinct No. 2 Drainage Work)

Between

**COUNTY OF JEFFERSON**

and

**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

STATE OF TEXAS                   §

§

COUNTY OF JEFFERSON           §

This Agreement between the **COUNTY OF JEFFERSON, TEXAS**, whose address is 1149 Pearl Street, Beaumont, Texas 77701 herein referred to as "County" and the **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6** whose address is 6550 Walden Road, Beaumont, Texas 77707, hereafter referred to as "**Drainage District No. 6**", is as follows:

WHEREAS, the County is constructing various drainage improvements in Precinct No. 2 which will supply a great deal of flood relief to the County's citizens, homes, businesses, as well as county roadways, saving the County countless dollars in expenditures for road repairs needed after flood events.

WHEREAS, Drainage District No. 6 owns off-road dump trucks that are essential for the drainage work and excavation to be conducted by Jefferson County Precinct No. 2 at the Jack Brooks Regional Airport located in Jefferson County, Texas.

WHEREAS, Jefferson County Precinct No. 2 owns highway dump trucks that are essential for the drainage work Drainage District No. 6 is performing on Taylor's Bayou at the Craigen Road Bridge site in Jefferson County, Texas.

FOR AND IN CONSIDERATION of the mutual benefits to the County, Drainage District No. 6 and Jefferson County Precinct No. 2, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Drainage District No. 6 will make two (2) off-road dump trucks available to Jefferson County Precinct No. 2; during times mutually agreed upon, to be used on a drainage project at the Jack Brooks Regional Airport in Jefferson County, Texas.
2. Jefferson County Precinct No. 2 will make two (2) highway dump trucks available to Drainage District No. 6; during times mutually agreed upon, to be used on a drainage project on Taylor's Bayou at the Craigen Road Bridge site in Jefferson County, Texas.

**INTER-GOVERNMENTAL AGREEMENT - Precinct No. 2 Drainage Work  
COUNTY OF JEFFERSON and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6  
Page 2 of 2**

This is a good faith effort between the County and Drainage District No. 6 to accommodate and assist citizens of Jefferson County area by providing improved drainage to the area and each of the entities here do pledge their best efforts to fulfill the obligations set forth herein.

**COUNTY OF JEFFERSON**

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Jeff Branick, County Judge  
County of Jefferson

ATTEST:

\_\_\_\_\_  
Carolyn Guidry, County Clerk  
County of Jefferson

**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joshua W. Allen, Sr., President  
Jefferson County Drainage District No. 6

ATTEST:

\_\_\_\_\_  
Charles "Chuck" Guillory, Secretary  
Jefferson County Drainage District No. 6

**INTER-GOVERNMENTAL AGREEMENT**  
**Between**  
**COUNTY OF JEFFERSON**  
**and**  
**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**

STATE OF TEXAS           §  
   §  
 COUNTY OF JEFFERSON    §

This Agreement between the **COUNTY OF JEFFERSON, TEXAS**, whose address is 1149 Pearl Street, Beaumont, Texas 77701 hereinafter referred to as "**County**" and the **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7** whose address is P.O. Box 3244, Port Arthur, Texas 77643, hereinafter referred to as "**Drainage District No. 7**", is as follows:

WHEREAS, Jefferson County is constructing various drainage improvements in Precinct No. 2 which will supply a great deal of flood relief to the County's citizens, homes, businesses, as well as county roadways saving the County countless dollars in expenditures for road repairs needed after flood events.

WHEREAS, the Jefferson County Drainage District No. 7 periodically rents and operates a large track-hoe that is essential for the drainage work and excavation conducted by Jefferson County Precinct No. 2; therefore, the County and Drainage District No. 7 are desirous of reciting in writing certain duties and obligations between the parties hereto with regards to the construction of the drainage projects:

FOR AND IN CONSIDERATION of the mutual benefits flowing to Drainage District No. 7, as well as the County as a result of the drainage work in Precinct No. 2, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Drainage District No. 7 will provide Precinct No. 2 the use of a large track hoe rented by Drainage District No. 7 on a temporary basis for the construction of drainage projects being constructed in Precinct No.2.
2. Drainage District No. 7 will make the track hoe available during times reasonably acceptable to Drainage District No. 7. It is acknowledged that Drainage District No. 7 will provide the track hoe only and will not provide the operator. The County and/or Precinct No. 2 agree to provide their own trained and qualified operator of the track hoe and limit use and operation of said tract hoe to instances where same is being operated by said qualified and trained operator. Further, in the event said equipment is damaged during said use, to the extent such damage is not covered by available insurance coverage, the County and/or Precinct No. 2 agrees to pay for any such uninsured damage. In addition, to the extent any usual and customary maintenance to the equipment is required during times of possession of the Equipment by the County

and/or Precinct No. 2, said parties agree to complete same at their sole cost and expense.

- 3. This is a good faith effort between the County and the Drainage District No. 7 to assist Drainage District No. 7 in repairing road base upon levees and other areas within Drainage District No. 7.
- 4. To the extent that this Agreement requires and/or contemplates the expenditure of funds, any such expenditure will be made from available funds.

COUNTY OF JEFFERSON

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Jeff R. Branick, County Judge**  
**County of Jefferson**

ATTEST:

\_\_\_\_\_  
 Carolyn Guidry, County Clerk  
 County of Jefferson

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
 Richard Beaumont, Chairman  
 Jefferson County Drainage District Number 7

ATTEST:

\_\_\_\_\_  
 Billy Joe Butler, Secretary  
 Jefferson County Drainage District Number 7

**AGENDA ITEM****September 16, 2013**

Receive and file executed Amended Inter-Local Agreement between Jefferson County, Texas and Jefferson County Drainage District No. 6 regarding the construction of the Lawhon Road Bridge.

**AMENDED**  
**INTERLOCAL AGREEMENT**  
(Lawhon Road Bridge at Green Pond Gully)  
Between  
**COUNTY OF JEFFERSON**  
and  
**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

STATE OF TEXAS           §  
  §  
COUNTY OF JEFFERSON   §

This Agreement between the **COUNTY OF JEFFERSON, TEXAS**, whose address is 1149 Pearl Street, Beaumont, Texas 77701 herein referred to as “**County**” and the **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6** whose address is 6550 Walden Road, Beaumont, Texas 77707, hereafter referred to as “**Drainage District No. 6**”, is as follows:

WHEREAS, Drainage District No. 6 is desiring to reconstruct and widen Green Pond Gully in order to provide flood relief to the County’s citizens, homes, businesses, as well as county roadways such as Green Pond Road, U.S. Highway 90, Lawhon Road and others, saving the County countless dollars in expenditures for road repairs needed after flood events.

WHEREAS, the County owns and maintains Lawhon Road where Green Pond Gully crosses; therefore, the County and Drainage District No. 6 are desirous of reciting in writing certain duties and obligations between the parties hereto with regards to the construction of the Lawhon Road Bridge that will be replaced over the expanded Green Pond Gully channel and the relocation of Green Pond Road at the intersection of Lawhon Road, herein after referred to as the “**Project**”.

WHEREAS, the original Interlocal Agreement was adopted by Drainage District No. 6 on September 25, 2012 and by the County on October 1, 2012.

FOR AND IN CONSIDERATION of the mutual benefits flowing to Drainage District No. 6, as well as the County as a result of the Project, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree to this *Amended* Interlocal Agreement as follows:

1. *This item has been amended to state the following:* The County’s contractor will excavate the expanded Green Pond Gully channel at Lawhon Road.
2. The County will provide surveys, engineering analyses, the bridge design, roadway approach and intersection design for the Project.

**AMENDED INTERLOCAL AGREEMENT**

(Lawhon Road Bridge at Green Pond Gully)

COUNTY OF JEFFERSON and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

Page 2 of 3

3. The County will prepare bid specifications and contract documents for the purpose of soliciting public bids for the construction of the Project. The County will also handle the entire bid process to include receipt of bids, evaluation of bids received, and bid award.
4. The County will administer the construction contract and perform construction inspections throughout the construction process until the Project has been completed.
5. *This item has been amended as follows:* Drainage District No. 6 agrees to reimburse the County for payments made to the contractor, with approval of the Director of Engineering for Jefferson County and County Auditor, within thirty (30 ) days of receipt of the request.  

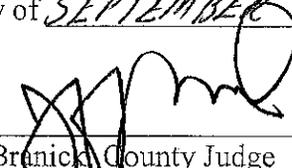
On a monthly basis or greater, at its convenience, the County will invoice the District for one hundred percent (100%) of the cost of the Lawhon Bridge Project as billed by the contractor for the County. The amount of billing will not exceed \$591,837.20, original bid as awarded to contractor, and \$31,818.00 as amended in Change Order No. 1, for a combined total of \$623,655.20. The invoices will include all back-up documentation that justify the invoice amounts, such as material invoices, equipment use costs, labor costs, calculation recaps and schedules. The District will then reimburse the County for 100% of the total costs invoiced. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB), as the administrator of this grant for FEMA.
6. *This item has been amended to read:* The County's contractor will construct the rock base for the roadway portions of the Project and supply the materials.
7. *This item has been amended to state:* Drainage District No. 6 will construct, at its sole expense, the necessary downspouts and erosion control, and the County's contractor will construct the concrete lining for the channel.
8. Drainage District No. 6 will also supply the soil data required to design the bridge support pilings.
9. Once the Project has been inspected and approved by the County, future maintenance of the new bridge and roadway will become the responsibility of the County, and future maintenance of the Green Pond Gully channel and downspouts will become the responsibility of Drainage District No. 6, in perpetuity.
10. Drainage District No. 6 will also provide tree clearing for the new location of LaBelle Road between SH 124 and existing LaBelle Road as a further consideration of the above covenants.

**AMENDED INTERLOCAL AGREEMENT**  
(Lawhon Road Bridge at Green Pond Gully)  
COUNTY OF JEFFERSON and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6  
Page 3 of 3

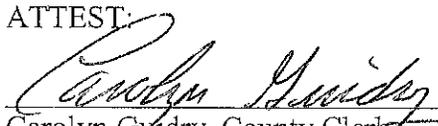
11. This is a good faith effort between the County and Drainage District No. 6 to accommodate and assist citizens of Jefferson County area by providing improved drainage to the area and each of the entities here do pledge their best efforts to fulfill the obligations set forth herein.

**COUNTY OF JEFFERSON**

WITNESS OUR HANDS effective this 5<sup>TH</sup> day of SEPTEMBER, 2013.

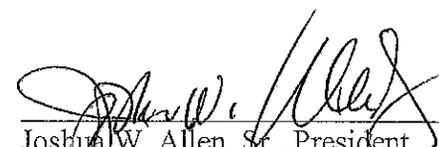
  
\_\_\_\_\_  
Jeff Brunick, County Judge  
County of Jefferson

ATTEST:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk  
County of Jefferson

**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

WITNESS OUR HANDS effective this 10<sup>th</sup> day of September, 2013.

  
\_\_\_\_\_  
Joshua W. Allen, Sr., President  
Jefferson County Drainage District No. 6

ATTEST:

  
\_\_\_\_\_  
Charles "Chuck" Guilloty, Secretary  
Jefferson County Drainage District No. 6

**AGENDA ITEM****September 16, 2013**

Consider and possibly approve an order, pursuant to Tax Code Sec. 312.401, designating a reinvestment zone for Euromin, Inc. (for the Coastal Caverns, Inc. project).



STATE OF TEXAS

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 \_\_\_\_ day of \_\_\_\_\_, 2013 on motion made by \_\_\_\_\_, Commissioner of Precinct No \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No \_\_\_\_, 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 Euromin, Inc. ( for Coastal Caverns, Inc.) facility near Beaumont, 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 Euromin, Inc. (Coastal Caverns, Inc.) property, \_\_\_\_\_, TX (mailing purposes only), Jefferson County, Texas 77627, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone"). Within the three parcels of land designated by this Reinvestment Zone Coastal Caverns intends to erect facilities for the purpose of exploration, storage and marketing of petroleum and minerals. This Zone is comprised of three parcels designated on Exhibit "A" as Parcels A, B and C therein.
- 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 \_\_\_\_ day of \_\_\_\_\_, 2013.

- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**JEFF R. BRANICK**  
 County Judge

\_\_\_\_\_  
**EDDIE ARNOLD**  
 Commissioner Precinct No. 1

\_\_\_\_\_  
**MICHAEL S. SINEGAL**  
 Commissioner Precinct No. 3

\_\_\_\_\_  
**BRENT A. WEAVER**  
 Commissioner Precinct No. 2

\_\_\_\_\_  
**EVERETTE D. ALFRED**  
 Commissioner Precinct No. 4

## *EXHIBIT "A"*

The Coastal Caverns reinvestment zone consists of three project areas, labeled as Areas A, B and C.

Area A is an area defined by the following UTM coordinates:

Beginning at

Lat. 30°01'59.00"  
 Long. 94°02'49.21"  
 to  
 Lat. 30°01'30.98"  
 Long. 94°02'49.47"  
 to  
 Lat. 30°01'46.03"  
 Long. 94°02'33.28"  
 to  
 Lat. 30°01'44.32"  
 Long. 94°03'05.81"  
 and concluding back at  
 Lat. 30°01'59.00"  
 Long. 94°02'49.21"

Area A is also defined by the following State Plane Coordinate System coordinates:

Beginning at:

Northing/Y: 13956361.06  
 Easting/X: 3535311.75  
 to  
 Northing/Y: 13955111.41  
 Easting/X: 3536765.80  
 to  
 Northing/Y: 13953532.34  
 Easting/X: 3535408.70  
 to  
 Northing/Y: 13954817.44  
 Easting/X: 3533916.20  
 and concluding back at  
 Northing/Y: 13956361.06  
 Easting/X: 3535311.75

Area A is connected to Area B by a line from:

Lat. 30°01'44.32"		Northing/Y: 13954817.44
Long. 94°03'05.81"		Easting/X: 3533916.20
to	or	to
Lat. 30°01'31.90"		Northing/Y: 13953316.61
Long. 94°04'12.31"		Easting/X: 3528128.79

Area B is an area defined by the following UTM coordinates:

Beginning at:

Lat. 30°01'33.56"  
Long. 94°04'57.72"

to

Lat. 30°01'31.90"  
Long. 94°04'12.31"

to

Lat. 30°00'55.09"  
Long. 94°04'14.10"

to

Lat. 30°00'56.76"  
Long. 94°04'59.50"

and concluding back at

Lat. 30°01'33.56"  
Long. 94°04'57.72"

Area B is also defined by the following State Plane Coordinate System coordinates:

Northing/Y: 13953316.61  
Easting/X: 3524133.82

to

Northing/Y: 13953316.61  
Easting/X: 3528128.79

to

Northing/Y: 13949595.80  
Easting/X: 3528128.79

to

Northing/Y: 13949595.80  
Easting/X: 3524133.82

and concluding back at

Northing/Y: 13953316.61  
Easting/X: 3524133.82

Area B is connected to Area C by a line from:

Lat. 30°01'33.56"  
Long. 94°04'57.72"

to

Lat. 30°01'09.67"  
Long. 94°06'15.43"

or

Northing/Y: 13953316.61  
Easting/X: 3524133.82

to

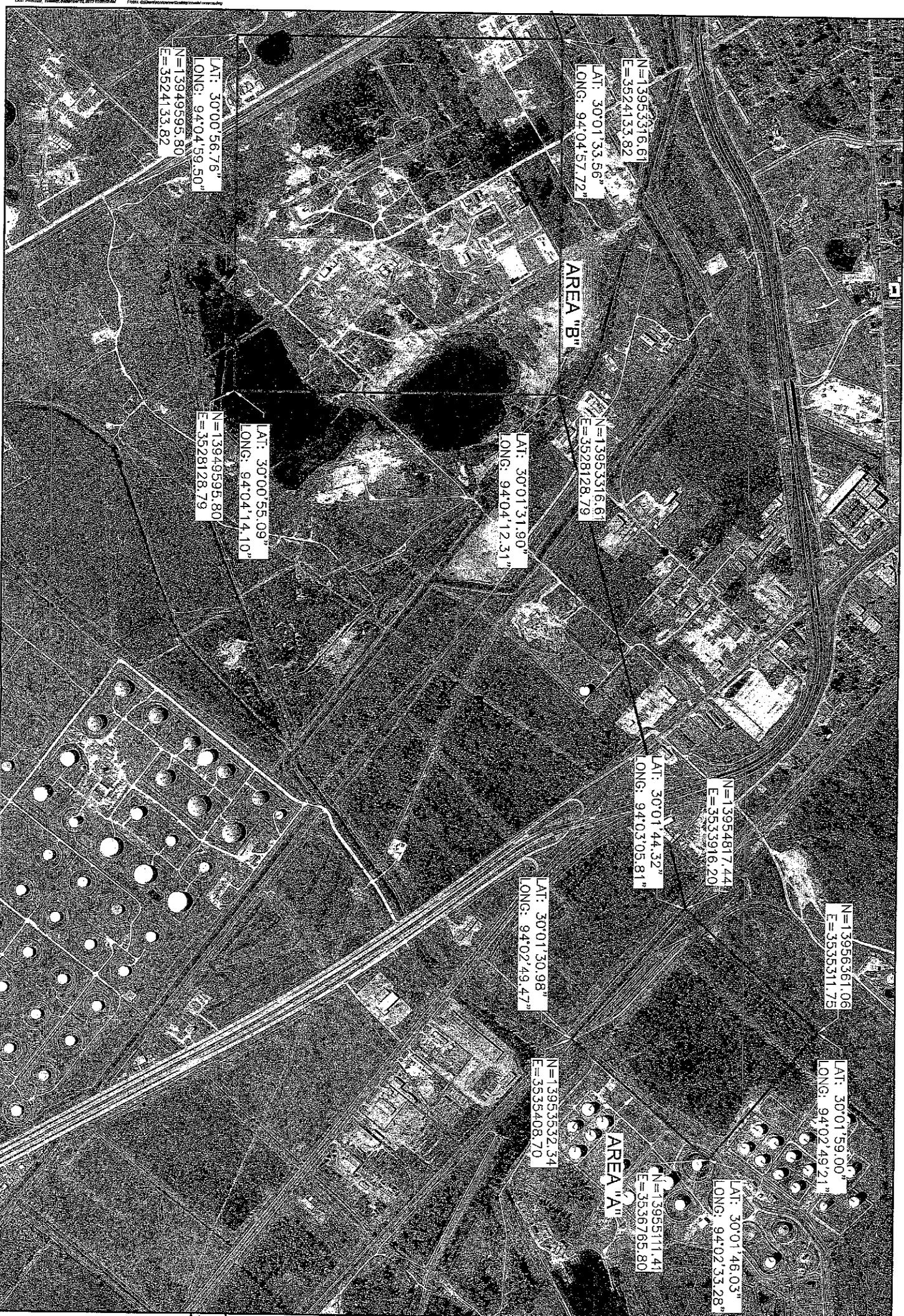
Northing/Y: 13950618.53  
Easting/X: 3517409.45

Area C is an area defined by the following UTM coordinates:

Lat. 30°02'07.18"  
Long. 94°07'08.40"  
to  
Lat. 30°02'07.13"  
Long. 94°06'15.21"  
to  
Lat. 30°01'09.67"  
Long. 94°06'15.43"  
to  
Lat. 30°01'09.17"  
Long. 94°07'07.74"  
and concluding back at  
Lat. 30°02'07.18"  
Long. 94°07'08.40"

Area C is also defined by the following State Plane Coordinate System coordinates:

Northing/Y: 13956228.99  
Easting/X: 3512514.82  
to  
Northing/Y: 13956418.99  
Easting/X: 3517185.96  
to  
Northing/Y: 13950618.53  
Easting/X: 3517409.45  
to  
Northing/Y: 13950376.21  
Easting/X: 3512817.07  
and concluding back at  
Northing/Y: 13956228.99  
Easting/X: 3512514.82



N=13949595.80  
E=3524133.82  
LAT: 30°00'56.76"  
LONG: 94°04'59.50"

N=13953316.61  
E=3524133.82  
LAT: 30°01'33.56"  
LONG: 94°04'57.79"

N=13949595.80  
E=3528128.79  
LAT: 30°00'55.09"  
LONG: 94°04'14.10"

N=13953316.6  
E=3528128.79  
LAT: 30°01'31.90"  
LONG: 94°04'12.31"

N=13954817.44  
E=3535916.20  
LAT: 30°01'44.32"  
LONG: 94°03'05.81"

N=13956361.06  
E=3535311.75  
LAT: 30°01'59.00"  
LONG: 94°02'49.21"

N=13953532.34  
E=3535408.70  
LAT: 30°01'30.98"  
LONG: 94°02'49.47"

N=13955111.41  
E=3536765.80  
LAT: 30°01'46.03"  
LONG: 94°02'33.28"

AREA "B"

AREA "A"

 <b>ARCENEUX &amp; GATES</b> <small>Consulting Engineers, Inc.</small> <small>Engineers Surveyors Planners</small> <small>A Burrow Global Company</small>	<b>TEXAS REGISTERED ENGINEERING FIRM</b> <small>E-30</small>	<b>COASTAL CAVERNS</b> <b>CARL R. GRIFFITH &amp; ASSOCIATES, INC.</b>		SHEET <b>1</b>
		<b>LOCATION EXHIBIT</b> BEAUMONT, JEFFERSON COUNTY, TEXAS		APPROVED: _____ DATE: SEPTEMBER 2013 JOB NO.: _____
		SCALE: AS SHOWN DESIGNED BY: _____ CHECKED BY: _____		



ARCENEAUX & GATES  
Consulting Engineers, Inc.  
A Burtow Group Company

TEXAS REGISTERED  
ENGINEERING FIRM  
F-30

BEAUMONT, JEFFERSON COUNTY, TEXAS

LOCATION EXHIBIT

CARL R. GRIFFITH & ASSOCIATES, INC.

JOB NO.	DATE: SEPTEMBER 2013	DESIGNED BY	DRAWN BY: A.R.C.	CHECKED BY
NO.	DATE	REVISION	APPROVED	
1				
2				
3				
4				



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

IN THE COMMISSIONERS' COURT OF  
JEFFERSON COUNTY, TEXAS

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS  
EFFECTIVE JANUARY 1, 2014.

On the 16th day of September, 2013, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of the Sheriff and Constables of Jefferson County, Texas to become effective January 1, 2014:

<u>COUNTY AND DISTRICT COURTS</u>	<u>SERVICE FEE</u>
Citation	75.00
Bill of Review	65.00
Citation by Publication	75.00
Notice / Precept to Serve	85.00
Notice by Publication	65.00
Notice to take Deposition	65.00
Postings (Citation)	65.00
Postings (Probate)	65.00
Postings (Notice of Sale)	65.00
Subpoena	75.00
Summons	75.00
Temporary Restraining Order / Injunction	100.00
Commissions: 10% with sale or partial payment (no maximum) 5% without sale (no maximum)	
Writ of Attachment /Persons/Property	150.00
Writ of Execution *	150.00
Writ of Garnishment	125.00
Writ of Habeas Corpus	125.00
Writ Order of Sale *	150.00
Writ of Possession (Eviction)	150.00 for maximum of 2 hours 50.00/per deputy per hour after 2 hours
Distress Warrant	150.00
Writ of Possession	150.00
Writ of Restoration	150.00
Writ of Sequestration	200.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	65.00
<u>JUSTICE OF THE PEACE COURTS</u>	
Justice Court Citation	80.00
Small Claims Citation	80.00
Forcible Detainer	80.00
Notice	80.00
Subpoena	80.00
Writ of Attachment	150.00
Writ of Execution *	150.00
Writ Order of Sale *	150.00
Writ of Possession (Eviction)	150.00 for maximum of 2 hours 50.00/per deputy per hour after 2 hours
Distress Warrant	150.00
Writ of Possession	150.00
Writ of Restoration	150.00
Writ of Sequestration	200.00
Writ of Re-entry	150.00
Certified Mail	15.00
Notice of Substituted Trustee Sale	65.00
Turn Over Order	100.00
Commission to take Oral Deposition	65.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	65.00

**\* With plaintiff direction to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment and costs (except Tax Foreclosure Order of Sale) \$500.00**

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

IN THE COMMISSIONERS' COURT OF  
JEFFERSON COUNTY, TEXAS

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS  
EFFECTIVE JANUARY 1, 2014.

On the 16th day of September, 2013, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of the Sheriff and Constables of Jefferson County, Texas to become effective January 1, 2014:

<u>COUNTY AND DISTRICT COURTS</u>	<u>SERVICE FEE</u>
Citation	70.00 increase by \$5
Bill of Review	65.00
Citation by Publication	70.00 increase by \$5
Notice / Precept to Serve	75.00 increase by \$10
Notice by Publication	65.00
Notice to take Deposition	65.00
Postings (Citation)	65.00
Postings (Probate)	65.00
Postings (Notice of Sale)	65.00
Subpoena	70.00 increase by \$5
Summons	70.00 ✓ ✓ ✓
Temporary Restraining Order / Injunction	100.00
Commissions: 10% with sale or partial payment (no maximum) 5% without sale (no maximum)	
Writ of Attachment /Persons/Property	150.00
Writ of Execution *	150.00
Writ of Garnishment	125.00
Writ of Habeas Corpus	125.00
Writ Order of Sale *	150.00
Writ of Possession (Eviction)	150.00 for maximum of 2 hours 50.00/per deputy per hour after 2 hours
Distress Warrant	150.00
Writ of Possession	150.00
Writ of Restoration	150.00
Writ of Sequestration	200.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	65.00
<u>JUSTICE OF THE PEACE COURTS</u>	
Justice Court Citation	70.00
Small Claims Citation	70.00
Forcible Detainer	70.00
Notice	70.00
Subpoena	70.00
Writ of Attachment	150.00
Writ of Execution *	150.00
Writ Order of Sale *	150.00
Writ of Possession (Eviction)	150.00 for maximum of 2 hours 50.00/per deputy per hour after 2 hours
Distress Warrant	150.00
Writ of Possession	150.00
Writ of Restoration	150.00
Writ of Sequestration	200.00
Writ of Re-entry	150.00
Certified Mail	15.00
Notice of Substituted Trustee Sale	65.00
Turn Over Order	100.00
Commission to take Oral Deposition	65.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	65.00

\* With plaintiff direction to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment and costs (except Tax Foreclosure Order of Sale) \$500.00

RECEIVED AUG 20 2013<sup>76</sup>

PATRICK SWAIN  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
BEAUMONT, TEXAS 77701

*To Patrick —*  
*My recommended fee changes*  
*Eddie Arnold*

Date: August 19, 2013  
To: Commissioners Court, Constables, Sheriff, County Clerk, District Clerk & Tom Rugg  
From: Patrick Swain, County Auditor *PS*  
Re: Sheriff and Constables Fees

Under Section 118.131 of the Local Government Code, the Commissioners Court must set the Sheriffs' and Constables Fees before October 1<sup>st</sup> of each year to be effective January 1<sup>st</sup> of the following year.

Attached is a copy of the fees for 2013 and the fees for comparable counties. Please review this information and recommend any additional changes you feel necessary. Please call me at 835-8500 if you have any questions.

**County Comparison  
Service Fees**

Type of Item	Jefferson County Fee Amount	Galveston County Fee Amount	Brazoria County Fee Amount	Bell County Fee Amount	Williamson County Fee Amount	Lubbock County Fee Amount
County and District Courts:						
Citation	<del>70.00</del> <del>65.00</del>	70.00	75.00	70.00	70.00	60.00
Citation by Publication	<del>70.00</del> <del>65.00</del>	70.00	75.00	70.00	70.00	N/A
Injunction	100.00	65.00	150.00	100.00	150.00	175.00
Notice	65.00	65.00	75.00	70.00	150.00	60.00
Notice by Publication	65.00	65.00	75.00	60.00	150.00	N/A
Notice to Take Disposition	65.00	65.00	75.00	70.00	150.00	60.00
Postings (Citation)	65.00	65.00	50.00	70.00	60.00	15.00
Postings (Probate)	65.00	65.00	50.00	70.00	60.00	15.00
Postings (Notice of Sale)	65.00	65.00	50.00	70.00	60.00	15.00
Precept to Serve	<del>75.00</del> <del>65.00</del>	80.00	75.00	70.00	150.00	60.00
Subpoena	<del>70.00</del> <del>65.00</del>	70.00	100.00	70.00	70.00	60.00
Summons	<del>70.00</del> <del>65.00</del>	70.00	75.00	70.00	70.00	60.00
Temporary Restraining Order	100.00	65.00	125.00	100.00	150.00	175.00
Temporary Protective Order	100.00	65.00	75.00	100.00	N/A	175.00
Writ of Attachment	150.00	150.00	150.00	125.00	150.00	175.00
Writ of Execution	150.00	150.00	150.00	125.00	150.00	175.00
Writ of Garnishment	125.00	150.00	150.00	125.00	150.00	175.00
Writ of Habeus Corpus	125.00	65.00	150.00	125.00	150.00	175.00
Writ Order of Sale	150.00	150.00	150.00	125.00	150.00	175.00
Writ of Possession (Eviction)	*150.00	200.00	*150.00	125.00	150.00	175.00
*(Maximum of two hours, \$50.00 per deputy per hour after two hours)			*\$30.00 per officer after 2 hours			
Distress Warrant	150.00	70.00		100.00	150.00	
Writ of Possession	150.00	200.00	150.00	125.00	150.00	175.00
Writ of Restoration	150.00	150.00			150.00	

**County Comparison  
Service Fees**

<u>Type of Item</u>	<u>Jefferson County Fee Amount</u>	<u>Galveston County Fee Amount</u>	<u>Brazoria County Fee Amount</u>	<u>Bell County Fee Amount</u>	<u>Williamson County Fee Amount</u>	<u>Lubbock County Fee Amount</u>
Writ of Sequestration	200.00	200.00	150.00	125.00	150.00	175.00
Justice of the Peace Courts:						
Justice Court Citation	<del>70.00</del> <del>60.00</del>	55.00	75.00	70.00	70.00	60.00
Small Claims Citation	<del>70.00</del> <del>60.00</del>	55.00	75.00	70.00	70.00	60.00
Forcible Detainer	<del>70.00</del> <del>60.00</del>	55.00	75.00	100.00	70.00	60.00
Notice	<del>70.00</del> <del>60.00</del>	65.00	75.00	70.00	70.00	60.00
Subpoena	<del>70.00</del> <del>60.00</del>	70.00	100.00	70.00	70.00	60.00
Writ of Attachment	150.00	150.00	150.00	125.00	150.00	175.00
Writ of Execution	150.00	150.00	150.00	125.00	150.00	175.00
Writ Order of Sale	150.00	150.00	150.00	125.00	150.00	175.00
Writ of Possession (Eviction)	*150.00	200.00	*150.00	125.00	150.00	175.00
*(Maximum of two hours, \$50.00 per deputy per hour after two hours)			*\$30.00 per officer after 2 hours			
Distress Warrant	150.00	70.00		100.00	150.00	
Writ of Possession	150.00	200.00	150.00	125.00	150.00	175.00
Writ of Restoration	150.00	150.00			150.00	
Writ of Sequestration	200.00	200.00	150.00	125.00	150.00	175.00
Writ of Re-Entry	150.00	150.00		125.00	150.00	
Population-2010 Census	252,273	291,309	313,166	310,235	422,679	278,831



August 28, 2013

Jack Brooks Regional Airport  
 North Hwy 69  
 Nederland, TX  
 Attn: Alex Rupp, Manager

Re: Non-binding letter of intent to lease property between Jack Brooks Regional Airport (Airport) and Hotard Coaches, Inc. (Hotard)

Alex:

Hotard Coaches, Inc. intends to lease parking for a park and ride operation per the terms and details below contingent upon Hotard being awarded the upcoming bid for the Bechtel subcontract and Bechtel's final approval of Hotard's park and ride location plans. Bechtel is the contractor on the Cheniere construction project.

**Area/location description:**

- **Area 1** – approximately 89,742 square foot paved lot west of the terminal immediately adjacent to passenger parking.
- **Area 2** – (when available) approximately 91,035 square feet paved fenced lot and building to the north of the old terminal building.
- **Area 3 (optional)** approximately 90,000 square feet immediately adjacent to Area 1.

**Term:** 36 months beginning on or around November 1, 2013 until October 2016 with an option to renew, to be determined prior to lease execution.

**Pricing:**

- **Area 1** - \$1500 per month plus the cost for the installation and operation of up to 6 light poles during the first 12 months of the lease.
- **Area 2** - \$1500 per month
- **Area 3 (optional)** – \$0.10 per square foot per year plus the cost of up to 6 light poles during the first 12 months of the lease
- All electrical except any electric for a temporary building put on Areas 1 or 2, will be paid by the airport

**Other terms:**

- The parties agree to negotiate in good faith the specific terms of a formal lease agreement ("The Lease") within 90 days of execution of this letter of intent incorporating the provisions of this letter of intent and containing such representations and warranties and other terms as are customary in transactions of this type. Lessor will not offer for lease or negotiate with any other parties with respect to properties referenced in this letter during the foregoing 90 days.
- Payment will be made on the first of the month beginning on the first lease month
- Lessee will be responsible for upkeep and cleanliness of parking areas.
- Lessee will gravel lot (Area 3) which will become part of airport property once lease is ended. If Hotard leaves prior to end of lease term on Area 3, can either leave the gravel in place, or excavate gravel and return lot to original condition (top soil and grass).

**Accepted by:**

**Jeff Branick,**  
**County Judge,**  
**Jefferson County**

**Natalie Barranco**  
**Chief Operating Officer**  
**Hotard Coaches, Inc.**

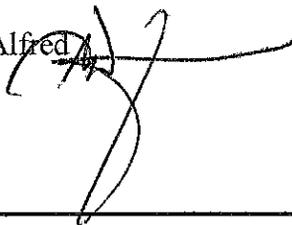
\_\_\_\_\_  
 Date: \_\_\_\_\_

Natalie Barranco  
 Date: 9/4/13



## MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred 

Date: September 6, 2013

RE: Transfer Funds

---

Please transfer **\$100** from account # 114-0405-431.30-51 (Motor Oil and Grease) to account # 114-0405-431.30-50 (Medical Supplies); and

Please transfer **\$5,000** from account #114-0402-431.30-16 (Chemicals, Sprays, Etc.) to account # 114-0402-431.30-01 (Asphalt) for additional cost of road materials.

*Cost* [ Please transfer **\$5,000** from account #114-0402-431.30-16 (Chemicals, Sprays, Etc.) to account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr



# JEFFERSON COUNTY PURCHASING DIVISION

*Deborah L. Clark, County Purchasing Agent*

---

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

## MEMORANDUM

To: Patrick Swain  
County Auditor

From: Deborah Clark  
Purchasing Agent

Date: September 11, 2013

Re: Purchasing Budget Amendment/2013

I am requesting a transfer \$700.00 from 12010224155062 to 12010224153078. This is to add funds for the 2012-2013 Budget Year to coverage additional office supply cost.

Thank you for your attention to this matter.



PRECINCT 1, PLACE 2  
(409)835-8457  
(409)839-2393 FAX

1001 PEARL ST., RM 104  
BEAUMONT, TEXAS 77701

**NANCY BEAULIEU**  
JUSTICE OF THE PEACE

Sept 6, 2013

Fran,

Please transfer \$400 from account # 120-2042-412.10-05 to account # 120-2042-412.50-62 for registration fees for mandatory Justice of the Peace and clerk training seminars.

Thank you,

Nancy Beaulieu  
Justice of the Peace, Pct 1, P12



PRECINCT 1, PLACE 2  
(409)835-8457  
(409)839-2393 FAX

1001 PEARL ST., RM 104  
BEAUMONT, TEXAS 77701

**NANCY BEAULIEU**  
JUSTICE OF THE PEACE

Sept 6, 2013

Fran,

Please transfer \$800 from account # 120-2042-412.10-05 to account # 120-2042-412.30-78 for office supplies.

Thank you,

Nancy Beaulieu  
Justice of the Peace, Pct 1, P12



## DISPUTE RESOLUTION CENTER OF JEFFERSON COUNTY

Jefferson County Courthouse-Annex 1 ♦ 215 Franklin, Ste 131A, Beaumont, TX 77701  
 Phone: (409) 835-8747 ♦ Fax: (409) 784-5811 ♦ Website: [www.co.jefferson.tx.us](http://www.co.jefferson.tx.us)

Date: September 10, 2013  
 To: Fran Lee, Auditor's Office  
 Re: Request to Transfer Funds

Hi Fran,

The Dispute Resolution Center (DRC) is requesting \$1,709.92 be transferred from Account #120-2060-412.50-66 (Volunteer Training) to Account #120-2060-412.30-84 (Minor Equipment) to purchase two televisions, two DVD players, two HDMI cables, and one television wall mount to replace old equipment currently being used at the DRC.

The DRC would like to purchase the following items:

Two (2) Samsung 40" LED Televisions	\$1,139.98
Two (2) Samsung DVD/Blu-Ray Players	\$159.98
Two (2) HDMI Cables	\$79.98
One (1) Full Motion Television Wall Mount	\$249.99
Standard Delivery Charge	\$79.99

The DRC is in need of new televisions and DVD players to replace a television purchased in 1993, another television donated to the DRC in 2002, and an older model DVD player. Both televisions are experiencing technical difficulties and do not work on occasion.

The DRC is in need of the new equipment to continue providing daily support service for mediation sessions at the DRC and training programs for DRC volunteers. The televisions and DVD players are needed daily at the DRC to provide mediation participants with a required video prior to each mediation session. The equipment is also needed for training events for mediation volunteers.

In an effort to utilize resources, the DRC has saved funds in other DRC accounts to cover the cost of the new equipment. The DRC understands that County funds are limited and funds are not available to replace electronic equipment. The DRC is not requesting additional funding for the equipment. The DRC is requesting that funds be transferred from the DRC account to cover the cost.

Please let me know if you have any questions. Thank you so much for your help with this.

Sincerely,

Kara Hawthorn  
 Executive Director



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

---

5326 Hwy 69 South  
Beaumont, TX 77705  
Ph: (409) 722-7474  
Fx: (409) 726-2896

**Edward "Ed" Cockrell, Sr.  
Chief Juvenile Probation Officer**

900 Fourth Street  
Port Arthur, TX 77640  
Ph: (409) 983-8370  
Fx: (409) 983-8348

MEMORANDUM

To: Fran Lee,  
Auditor's Office

From: Ed Cockrell *EC*  
Chief Juvenile Probation Officer

Date: September 9, 2013

Re: Budget Transfer

I am requesting the following budget transfer from line item 120-3064:

From: 120-3064-424.50-34	Medical and Surgical	\$2500
To: 120-3064-424.30-44	Janitorial Supplies	\$2500

**Jefferson County  
Tax Office**

# Memo

**To:** Fran Lee, Auditors Office  
**From:** Susie James, Tax Office  
**Date:** September 11, 2013  
**Re:** Tax Office Auto Dealer - REVISED

---

Please transfer the following:

\$4,000.00 from 280-000-415.50-99 to 280-0000-415.60-22

\$14,000.00 from 280-0000-415.50-62 to 280-0000-415.60-22

\$15,000.00 from 280-0000-415.60-02 to 280-0000-415.60-22

This money will be used to order back office workstations for the Beaumont Tax Office.

---

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	172.75	384915	172.75**
ROAD & BRIDGE PCT.#1			
AUDILET TRACTOR SALES	120.20	384820	
BRANCE KRACHY CO., INC.	301.98	384829	
CARQUEST AUTO PARTS # 96	178.00	384830	
EASTEX FARM & HOME SUPPLY	43.62	384846	
ENTERGY	979.11	384854	
M&D SUPPLY	112.71	384873	
MUNRO'S	31.45	384881	
SAMPSON STEEL CORP.	568.36	384898	
TRI-CON, INC.	277.20	384914	
VULCAN MATERIALS CO.	19,122.84	384916	
WASTE MGT. GOLDEN TRIANGLE, INC.	54.91	384919	
THE SIGN MEN	2,543.27	384927	
ROLLINS TRUCK & TRAILER REPAIR	10,661.20	384931	
SOUTHERN TIRE MART, LLC	32.50	384932	
JUSTICE OF THE PEACE, PCT. 2	25.91	384938	
EDDIE ARNOLD	1,144.56	384980	
LANSDOWNE-MOODY CO	89.21	384993	
ALLPURE DRINKING WATER	14.00	385017	
TERRELL'S LAWN & TREE SERVICE	600.00	385026	
R C SERVICE	187.99	385092	
ASCO	2,765.68	385099	
SOUTHEAST TEXAS ELECTRIC INC	1,882.50	385109	41,737.20**
ROAD & BRIDGE PCT.#2			
COBURN'S GROVES (5)	232.50	384839	
GCR BEAUMONT TRUCK TIRE CENTER	470.00	384850	
MUNRO'S	53.20	384881	
RITTER LUMBER CO.	133.26	384895	
ROGERS AUTO PARTS, INC.	62.02	384897	
AT&T	88.23	384905	
NEDERLAND HARDWARE SUPPLY	21.96	384922	
JUSTICE OF THE PEACE, PCT. 2	23.93	384938	
GS GLOBAL SUPPLY LP	282.60	385054	1,367.70**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	21.91	384834	
GULF COAST AUTOMOTIVE, INC.	63.20	384853	
MUNRO'S	22.45	384881	
OIL CITY TRACTORS, INC.	55.76	384886	
TEXAS ASSN. OF COUNTIES	225.00	384910	
STRATTON INC.	24.59	384921	
JUSTICE OF THE PEACE, PCT. 2	21.45	384938	
4IMPRINT, INC.	801.52	384952	
LANSDOWNE-MOODY CO	485.30	384993	
COREY HAYNES	730.50	385040	2,451.68**
ROAD & BRIDGE PCT.#4			
FED EX	63.80	384849	
W.W. GRAINGER, INC.	262.78	384852	
HERNANDEZ OFFICE SUPPLY, INC.	47.99	384858	
M&D SUPPLY	101.45	384873	
MUNRO'S	70.49	384881	
NAPA AUTO PARTS	201.86	384882	
AT&T	73.02	384905	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	384919	
ZEE MEDICAL SERVICE	95.13	384925	
JUSTICE OF THE PEACE, PCT. 2	27.82	384938	
UNITED STATES POSTAL SERVICE	.92	384946	
NATALIE ROBERTS	117.12	385014	
JEFFERSON COUNTY CREDIT CARDS	326.00	385045	
CANON FINANCIAL SERVICES INC	239.00	385096	
SUBURBAN PROPANE L.P.	271.91	385110	1,961.83**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	1,233.45	384854	
SANITARY SUPPLY, INC.	272.81	384899	
TOOL TECH	100.00	384956	
LOWE'S HOME CENTERS, INC.	51.73	384958	
SAM'S CLUB DIRECT	69.76	385082	
GENERAL FUND			1,727.75**
JEFFERSON CTY. CLERK	1,182.10	384802	
TAX OFFICE			1,182.10*
THE EXAMINER	825.00	384848	
PORT ARTHUR NEWS, INC.	3,867.57	384890	
ACE IMAGEWEAR	20.38	384901	
SOUTHEAST TEXAS WATER	257.73	384904	
UNITED STATES POSTAL SERVICE	666.81	384946	
UNITED STATES POSTAL SERVICE	10.12	384947	
RT LAWRENCE CORPORATION	2,750.00	385081	
COUNTY HUMAN RESOURCES			8,397.61*
MOORMAN & ASSOCIATES, INC.	450.00	384880	
PRE CHECK, INC.	169.50	384941	
UNITED STATES POSTAL SERVICE	8.33	384946	
TEXAS PRIMA	355.00	385011	
AUDITOR'S OFFICE			982.83*
UNITED STATES POSTAL SERVICE	7.26	384946	
LEXISNEXIS- ACCURINT	120.00	385036	
JEFFERSON COUNTY CREDIT CARDS	185.42	385045	
COUNTY CLERK			312.68*
OFFICE DEPOT	301.12	384885	
DECISION ONE CORPORATION	174.87	384928	
UNITED STATES POSTAL SERVICE	243.92	384946	
UNITED STATES POSTAL SERVICE	37.18	384947	
COUNTY JUDGE			757.09*
JAN GIROUARD & ASSOCIATES	600.00	384851	
JEFFERSON CTY. BAR ASSOCIATION	100.00	384861	
UNITED STATES POSTAL SERVICE	3.84	384946	
RISK MANAGEMENT			703.84*
UNITED STATES POSTAL SERVICE	3.47	384946	
VERONA ADAMS	14.63	384962	
KIM ISAACS	123.40	384972	
COUNTY TREASURER			141.50*
OFFICE DEPOT	350.63	384885	
UNITED STATES POSTAL SERVICE	211.54	384946	
CANON FINANCIAL SERVICES INC	189.00	385096	
PRINTING DEPARTMENT			751.17*
OLMSTED-KIRK PAPER	157.12	384887	
PURCHASING DEPARTMENT			157.12*
UNITED STATES POSTAL SERVICE	17.59	384946	
GENERAL SERVICES			17.59*
CURTIS 1000, INC.	2,510.96	384843	
CASH ADVANCE ACCOUNT	40.00	384866	
INTERFACE EAP	1,686.30	384930	

NAME	AMOUNT	CHECK NO.	TOTAL
VELOCITY EXPRESS	201.85	384943	
TOWER COMMUNICATIONS, INC.	2,435.00	384944	
LEXISNEXIS- ACCURINT	120.00	385036	
SAM'S CLUB DIRECT	50.00	385082	
INTERSTATE POWERCARE	6,522.32	385107	13,566.43*
DATA PROCESSING			
IP SWITCH, INC.	645.00	384815	
BLACK BOX CORPORATION	304.91	384827	
OFFICE DEPOT	823.98	384885	
CDW COMPUTER CENTERS, INC.	205.20	384937	
SYSTEM ID	199.50	384985	
SUMMIT TRAINING	490.00	384997	
TIGER DIRECT.COM	86.42	385024	
LEXISNEXIS- ACCURINT	240.00	385036	
JEFFERSON COUNTY CREDIT CARDS	81.41	385045	3,076.42*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	166.99	384946	166.99*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	295.00	384857	
CASH ADVANCE ACCOUNT	641.20	384866	
M&D SUPPLY	34.32	384873	
CDW COMPUTER CENTERS, INC.	492.74	384937	
SIERRA SPRING WATER CO. - BT	28.01	384949	
DATA ID SYSTEMS	625.00	385004	
CANON FINANCIAL SERVICES INC	567.00	385096	2,683.27*
DISTRICT ATTORNEY			
JEFFERSON CTY. BAR ASSOCIATION	2,600.00	384863	
UNITED STATES POSTAL SERVICE	199.18	384946	
UNITED STATES POSTAL SERVICE	.92	384947	
LEXISNEXIS- ACCURINT	480.00	385036	3,280.10*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	108.78	384946	108.78*
CRIMINAL DISTRICT COURT			
DAVID GROVE	1,125.00	384807	
DAVID W. BARLOW	4,167.00	384823	
DONALD W. DUESLER & ASSOC.	8,334.00	384845	
KIRKSEY'S SPRINT PRINTING	88.65	384871	
OFFICE DEPOT	119.99	384885	
KEVIN S. LAINE	3,834.37	384934	
CHARLES ROJAS	1,500.00	384939	
UNITED STATES POSTAL SERVICE	.77	384946	
CAROLYN WIEDENFELD	800.00	384959	
RAQUEL WEST	8,334.00	384963	
SEAN VILLERY-SAMUEL	900.00	385037	
C. HADEN CRIBBS JR., PC	8,334.00	385072	37,537.78*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.38	384946	
LEXIS-NEXIS	46.00	384948	46.38*
252ND DISTRICT COURT			
GAYLYN COOPER	250.00	384805	
DAVID W. BARLOW	4,167.00	384823	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	384824	
OFFICE DEPOT	575.57	384885	
CHARLES ROJAS	800.00	384939	
UNITED STATES POSTAL SERVICE	84.23	384946	
LEXIS-NEXIS	46.00	384948	
CAROLYN WIEDENFELD	800.00	384959	

NAME	AMOUNT	CHECK NO.	TOTAL
SHEIGH SUMMERLIN	8,333.33	384989	
SUMMER TANNER	2,395.90	384999	
CANON FINANCIAL SERVICES INC	249.00	385096	17,951.03*
279TH DISTRICT COURT			
PHILLIP DOWDEN	75.00	384816	
DELL MARKETING L.P.	1,403.77	384844	
ANITA F. PROVO	525.00	384894	
UNITED STATES POSTAL SERVICE	1.69	384946	
LEXIS-NEXIS	46.00	384948	
SHEIGH SUMMERLIN	500.00	384988	
TONYA CONNELL TOUPS	75.00	385009	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	385051	2,776.46*
317TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	130.00	384862	
TEXAS COURT REPORTERS ASSOCIATION	150.00	384912	
JUDY PAASCH	2,189.54	384979	2,469.54*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	37.36	384946	
LEXISNEXIS- ACCURINT	120.00	385036	157.36*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	6.53	384946	
LEXISNEXIS- ACCURINT	120.00	385036	126.53*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	697.71	384885	
LEXISNEXIS- ACCURINT	120.00	385036	817.71*
JUSTICE COURT-PCT 4			
CASH ADVANCE ACCOUNT	288.17	384866	
AT&T	73.02	384905	
LEXISNEXIS- ACCURINT	120.00	385036	481.19*
JUSTICE COURT-PCT 6			
CDW COMPUTER CENTERS, INC.	420.97	384937	
UNITED STATES POSTAL SERVICE	18.65	384946	
LEXISNEXIS- ACCURINT	120.00	385036	559.62*
JUSTICE COURT-PCT 7			
POSTMASTER	1,700.00	384892	
LEXISNEXIS- ACCURINT	120.00	385036	1,820.00*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	218.33	384947	
LEXISNEXIS- ACCURINT	120.00	385036	338.33*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.92	384946	
LEXIS-NEXIS	43.00	384948	44.92*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	350.00	384805	
JEFFERSON CTY. BAR ASSOCIATION	100.00	384861	
TEXAS COURT REPORTERS ASSOCIATION	150.00	384912	
UNITED STATES POSTAL SERVICE	1.54	384946	
LEXISNEXIS- ACCURINT	60.00	385036	
JEFFERSON COUNTY CREDIT CARDS	125.00	385045	
CANON FINANCIAL SERVICES INC	94.50	385096	881.04*
COUNTY COURT AT LAW NO. 3			

NAME	AMOUNT	CHECK NO.	TOTAL
DONALD BOUDREAUX	250.00	384828	
MIKE CICHOWSKI	450.00	384831	
CHARLES ROJAS	450.00	384939	
UNITED STATES POSTAL SERVICE	8.83	384946	
LEXISNEXIS- ACCURINT	60.00	385036	
CANON FINANCIAL SERVICES INC	94.50	385096	1,313.33*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.54	384946	1.54*
MEDIATION CENTER			
MARKET BASKET	260.62	384875	
UNITED STATES POSTAL SERVICE	12.29	384946	272.91*
ALTERNATIVE SCHOOL			
DATA SYSTEMS PLUS INC	79.00	385106	79.00*
SHERIFF'S DEPARTMENT			
BECKER PRINTING COMPANY, INC.	25.00	384826	
CITY OF NEDERLAND	42.65	384836	
HERNANDEZ OFFICE SUPPLY, INC.	36.00	384858	
KAY ELECTRONICS, INC.	65.00	384868	
OFFICE DEPOT	177.78	384885	
OLMSTED-KIRK PAPER	23.86	384887	
ROGERS AUTO PARTS, INC.	110.35	384897	
SHERWIN-WILLIAMS CO.	40.02	384902	
AT&T	117.84	384905	
WASTE MGT. GOLDEN TRIANGLE, INC.	65.55	384919	
CDW COMPUTER CENTERS, INC.	641.01	384937	
UNITED STATES POSTAL SERVICE	1,199.33	384946	
LONE STAR UNIFORMS, INC.	1,601.25	384960	
FIVE STAR FEED	50.25	384970	
CODE BLUE	4,345.00	384974	
BILLY A RHEA	102.00	384986	
CREATIVE PRODUCT SOURCING	3,634.14	385005	
SNAP-ON-TOOLS	991.29	385016	
3 L PRINTING	50.00	385044	
SIRCHIE FINGER PRINT LABORATORIES	1,726.00	385053	
COBAN TECHNOLOGIES INC	1,353.00	385055	
RITA HURT	3,025.00	385070	
SORENSEN FORENSIC	3,940.00	385083	23,362.32*
CRIME LABORATORY			
ALLOMETRICS INC.	375.00	384806	
AGILENT TECHNOLOGIES	130.10	384812	
GUTH LABORATORIES, INC.	116.87	384856	
LINDA B. JOHNSON	679.05	384867	
OFFICE DEPOT	122.55	384885	
HENRY SCHEIN, INC.	139.48	384900	
STACEY KOCOT SHETTLE	52.00	384903	
CERILLIANT	102.25	384964	
ULTRA LABELING SYSTEMS	390.95	385007	
BRIDGE CITY LOCK AND KEY	210.00	385061	2,318.25*
JAIL - NO. 2			
JOHNSTONE SUPPLY	468.50	384808	
BOB BARKER CO., INC.	23.80	384822	
BEAUMONT TRACTOR COMPANY	583.77	384825	
CITY OF BEAUMONT - WATER DEPT.	16.00	384833	
COBURN'S, BEAUMONT BOWIE (1)	349.24	384838	
ECOLAB	399.90	384847	
W.W. GRAINGER, INC.	520.63	384852	
HERNANDEZ OFFICE SUPPLY, INC.	2,108.81	384858	
HYGEIA CHEMICAL CO.	509.70	384860	
JACK BROOKS REGIONAL AIRPORT	1,348.96	384865	
M&D SUPPLY	173.83	384873	
MOORE SUPPLY, INC.	407.76	384879	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	299.80	384885	
ROBINSON TEXTILES	18,477.50	384896	
SANITARY SUPPLY, INC.	1,880.77	384899	
AT&T	1,349.19	384905	
TIBH INDUSTRIES, INC.	2,229.24	384909	
TEXAS JAIL ASSOCIATION	30.00	384913	
WASTE MGT. GOLDEN TRIANGLE, INC.	130.50	384919	
WHOLESALE ELECTRIC SUPPLY CO.	39.43	384923	
WORTH HYDROCHEM	327.00	384924	
LOWE'S HOME CENTERS, INC.	41.06	384958	
LONE STAR UNIFORMS, INC.	388.75	384960	
LAMAR INSTITUTE OF TECHNOLOGY	750.00	384961	
TEXAS GAS SERVICE	490.50	384967	
TASER INTERNATIONAL	7,665.14	384978	
INTERCONTINENTAL JET CORP	868.91	384981	
OPEN TECH	1,423.94	385000	
AIRGAS SOUTHWEST	375.73	385015	
WORLD FUEL SERVICES	797.40	385034	
FIVE STAR CORRECTIONAL SERVICE	51,504.42	385041	
JEFFERSON COUNTY CREDIT CARDS	98.03	385045	
LIQUID CAPITAL EXCHANGE INC	1,601.81	385058	
INDUSTRIAL & COMMERCIAL MECHANICAL	5,728.00	385078	
SAFETY SOURCE APPAREL	100.00	385089	
CONSTELLATION NEWENERGY - GAS DIVIS	3,036.00	385093	
DATA SYSTEMS PLUS INC	106.00	385106	
KROPP HOLDINGS INC	747.19	385111	
JUVENILE PROBATION DEPT.			107,397.21*
ELAINE MADOLE	123.17	384874	
UNITED STATES POSTAL SERVICE	32.70	384946	
WYKESHA KING	352.00	384991	
RASHUNDA FLETCHER	126.00	385019	
DEANDRIA CHARLES	98.88	385029	
CLINTON DEROUEN	73.45	385074	
DURWARD MINOR	170.07	385113	
JUVENILE DETENTION HOME			976.27*
LABATT FOOD SERVICE	2,300.40	384818	
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	384919	
OAK FARM DAIRY	205.00	384933	
FLOWERS FOODS	67.90	384971	
VANSHECA SANDERS-CHEVIS	700.00	385003	
BROTHERS PRODUCE	147.66	385069	
CONSTABLE PCT 1			3,851.17*
UNITED STATES POSTAL SERVICE	46.13	384946	
LEXISNEXIS- ACCURINT	120.00	385036	
CONSTABLE-PCT 2			166.13*
LEXISNEXIS- ACCURINT	120.00	385036	
CONSTABLE-PCT 4			120.00*
KAY ELECTRONICS, INC.	65.00	384868	
AT&T	36.51	384905	
LEXISNEXIS- ACCURINT	120.00	385036	
JEFFERSON COUNTY CREDIT CARDS	198.63	385045	
CONSTABLE-PCT 6			420.14*
CASH ADVANCE ACCOUNT	1,188.97	384866	
UNITED STATES POSTAL SERVICE	6.14	384946	
LEXISNEXIS- ACCURINT	120.00	385036	
CONSTABLE PCT. 7			1,315.11*
CODE BLUE	228.00	384974	
LEXISNEXIS- ACCURINT	120.00	385036	
CONSTABLE PCT. 8			348.00*

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	72.80	384937	
LEXISNEXIS- ACCURINT	120.00	385036	
COUNTY MORGUE			192.80*
BJ TRANSPORT SERVICE, INC.	7,083.33	384821	
FMMS HOLDINGS OF TEXAS LLC	38,750.00	385075	
AGRICULTURE EXTENSION SVC			45,833.33*
UNIVERSITY OF FLORIDA - IFAS	52.00	384801	
STARLA B. GARLICK	1,205.86	384803	
OFFICE DEPOT	76.62	384885	
BARBARA EVANS	71.76	385022	
M J EBELING	61.02	385088	
HEALTH AND WELFARE NO. 1			1,467.26*
CITY OF BEAUMONT	40.00	384814	
CLAYBAR FUNERAL HOME, INC.	1,968.00	384837	
AUSTIN CECIL WALKES MD PA	2,932.58	384918	
UNITED STATES POSTAL SERVICE	65.38	384946	
CENTERPOINT ENERGY RESOURCES CORP	39.82	384983	
CONNIE M ROBERTS	49.50	384998	
LEXISNEXIS- ACCURINT	120.00	385036	
ESSLINE KNOX	22.60	385050	
HEB FOOD DRUG	75.00	385091	
HEALTH AND WELFARE NO. 2			5,312.88*
CITY OF PORT ARTHUR - WATER DEPT.	105.35	384835	
O.W. COLLINS APARTMENTS	372.89	384840	
ENTERGY	143.87	384855	
LEVINGSTON FUNERAL HOME	1,500.00	384872	
AUSTIN CECIL WALKES MD PA	2,932.58	384918	
UNITED STATES POSTAL SERVICE	336.44	384947	
TEXAS GAS SERVICE	27.82	384968	
LEXISNEXIS- ACCURINT	120.00	385036	
MARTHA MILLER	119.47	385049	
NURSE PRACTITIONER			5,658.42*
PHYSICIAN SALES & SERVICE, INC.	1,285.25	384889	
SIERRA SPRING WATER CO. - BT	12.99	384949	
CHILD WELFARE UNIT			1,298.24*
J.C. PENNEY'S	171.92	384953	
SEARS COMMERCIAL CREDIT	100.00	384954	
KEYANA HAILEY PAYEE	20.00	384965	
SHATORRI TAYLOR	20.00	384992	
TERESA PEACHES	20.00	384994	
TYMER WILSON PAYEE	20.00	384995	
CHUMARI WILSON PAYEE	50.00	384996	
TAYLOR SAVOY PAYEE	20.00	385001	
TYLER SAVOY PAYEE	20.00	385002	
DEVIN KASPAR	20.00	385008	
J'LYNN HENDRIX	50.00	385030	
SIDNEY SCYPION	20.00	385038	
JAYLISHA ARDOIN	20.00	385042	
DIAMOND DELFIERRO PAYEE	20.00	385052	
RAYNESHA A BESSARD	20.00	385056	
KANDICE A BESSARD	20.00	385057	
KRISTIN SIMONS PAYEE	20.00	385059	
CHRISTEIN H CHAMBERS	15.00	385062	
TRISTEIN H CHAMBERS	15.00	385063	
AARON VINSON	20.00	385066	
CONNOR BELDEN	20.00	385067	
WILLIAM GILBERT	20.00	385068	
ALYJAH HALEY	20.00	385071	
RHONDA PRUDHOMME	20.00	385073	
BETTY PRICE	20.00	385079	
LAFRONIA BATISTE	20.00	385080	

NAME	AMOUNT	CHECK NO.	TOTAL
MENOSHA MILES PAYEE	20.00	385084	
ROBIN FRANK PAYEE	20.00	385085	
TYSHAWN MCCRARY PAYEE	15.00	385086	
JASMINE SAVOY	20.00	385094	
QUINN DIXON PAYEE	20.00	385095	
DYLAN NICHOLAS	15.00	385097	
DUNN HILL JULLIAN	20.00	385098	
PRESLEY HOMIN PAYEE	20.00	385100	
JOLYNN HOMIN PAYEE	20.00	385101	
KAYANA SIMON PAYEE	20.00	385104	
CALEB ROBBINS PAYEE	15.00	385114	
DOMINICK LEDAY PAYEE	20.00	385115	
JAMMEL D COUSEY	15.00	385116	
JODY MANCIL PAYEE	15.00	385117	
JACOB GILBERT PAYEE	15.00	385118	
NYHEMIAH DAVIS PAYEE	15.00	385119	
TYQUAN MCCRARY PAYEE	15.00	385120	
MAKAYLEE ANDERSON	20.00	385121	
ENVIRONMENTAL CONTROL			1,121.92*
US POSTAL SERVICE	184.00	384950	
CANON FINANCIAL SERVICES INC	214.00	385096	
INDIGENT MEDICAL SERVICES			398.00*
PRECISION DYNAMICS CORP.	481.56	384893	
CARDINAL HEALTH 110 INC	17,892.60	385105	
MAINTENANCE-BEAUMONT			18,374.16*
ART SIGNS & DECALS	2,990.82	384819	
CITY OF BEAUMONT - CASH MANAGEMENT	16.50	384832	
ECOLAB	209.95	384847	
HONEYWELL, INC.	2,085.14	384859	
M&D SUPPLY	45.63	384873	
MCCOWN PAINT & SUPPLY OF TEXAS	232.03	384876	
FRED MILLER STORES	393.15	384878	
RITTER LUMBER CO.	33.50	384895	
SANITARY SUPPLY, INC.	1,494.24	384899	
ACE IMAGEWEAR	141.32	384901	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,889.08	384919	
WOODWORKERS PARADISE	78.17	384936	
NEDERLAND FRAME SHOP	28.64	385039	
MAINTENANCE-PORT ARTHUR			9,638.17*
COTTON CARGO	325.50	384842	
ENTERGY	5,417.75	384854	
FRED MILLER STORES	136.85	384878	
IMPACT PLUMBING COMPANY	5,200.00	384984	
CARRIER ENTERPRISE LLC	80.16	385103	
MAINTENANCE-MID COUNTY			11,160.26*
ACE IMAGEWEAR	27.33	384901	
SUTHERLAND LUMBER CO.	14.00	384906	
W. JEFFERSON COUNTY M.W.D.	25.13	384920	
SERVICE CENTER			66.46*
CLASSIC TINT	198.00	384817	
KINDRA, DBA J&R SERVICES	409.64	384869	
KINSEL FORD, INC.	81.18	384870	
PHILPOTT MOTORS, INC.	968.97	384888	
AT&T	29.41	384905	
ORANGE COUNTY ASSOCIATION FOR	2,484.00	384929	
VIN'S PAINT & BODY, INC.	5,836.06	384935	
SAVANT'S COLLISION CENTER, INC.	250.00	384957	
VOYAGER FLEET SYSTEM INC.	21,048.52	384969	
BUMPER TO BUMPER	411.87	384977	
ROBERT'S TEXACO XPRESS LUBE	275.50	385021	
AMERICAN TIRE DISTRIBUTORS	656.70	385023	

NAME	AMOUNT	CHECK NO.	TOTAL
INTERSTATE ALL BATTERY CENTER - BMT	593.70	385031	
UNIFIRST HOLDINGS INC	17.20	385032	
MIGHTY OF SOUTHEAST TEXAS	145.76	385060	
SPANKY'S WRECKER SERVICE INC	95.00	385077	
VETERANS SERVICE			33,501.51*
UNITED STATES POSTAL SERVICE	1.52	384946	
UNITED STATES POSTAL SERVICE	37.57	384947	
TALON INSURANCE AGENCY, LTD	200.00	384951	
MOSQUITO CONTROL FUND			239.09*
			378,497.29**
GREYHOUND PACKAGE EXPRESS	35.60	384810	
SUPERIOR TIRE & SERVICE	24.64	384813	
JACK BROOKS REGIONAL AIRPORT	4,101.64	384865	
MUNRO'S	98.95	384881	
CODE BLUE	290.00	384974	
CROP PRODUCTION SERVICES	2,817.00	385028	
PARKER LUMBER	126.60	385043	
BROTHER MARINE-DOOR & HYDRAULIC	50.00	385090	
J.C. FAMILY TREATMENT CT.			7,544.43**
JUDY PAASCH	50.00	384979	
STORMY G CRIBB	2,190.00	385020	
EMPG GRANT			2,240.00**
JEFFERSON COUNTY CREDIT CARDS	62.79	385045	
CANON FINANCIAL SERVICES INC	159.00	385096	
JUVENILE DETENTION - TJPC			221.79**
VERIZON WIRELESS	58.73	384942	
JUVENILE TJPC-A-2012-123			58.73**
BI INCORPORATED	467.75	384940	
VICTORIA COUNTY JUVENILE SERVICES	235.00	385012	
JUVENILE PROB & DET. FUND			702.75**
HARRISON COUNTY JUVENILE SERVICES	2,610.00	384955	
COMMUNITY SUPERVISION FND			2,610.00**
DIANNA L. COLUMBUS	90.40	384841	
NOACK LOCKSMITH	70.00	384883	
OFFICE DEPOT	729.54	384885	
TIME WARNER COMMUNICATIONS	77.11	384908	
UNITED STATES POSTAL SERVICE	45.08	384946	
UNITED STATES POSTAL SERVICE	264.82	384947	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	385010	
JALANTA ALLEN	83.62	385013	
LEXISNEXIS- ACCURINT	120.00	385036	
AMERICAN LEGION	100.00	385046	
JCCSC	299.00	385048	
PRINTMAILPRO.COM	1,374.88	385076	
GREGORY CLARK JR	79.10	385087	
JEFF. CO. WOMEN'S CENTER			10,298.55**
CITY OF BEAUMONT - WATER DEPT.	845.29	384833	
HERNANDEZ OFFICE SUPPLY, INC.	750.00	384858	
CASH ADVANCE ACCOUNT	574.16	384866	
M&D SUPPLY	77.01	384873	
MARKET BASKET	516.50	384875	
KIM MCKINNEY, LPC, LMFT	140.00	384877	
PHILPOTT MOTORS, INC.	44,689.42	384888	
SYSCO FOOD SERVICES, INC.	764.52	384907	
TEXAS ASSN. OF COUNTIES - RISK	279.00	384911	

NAME	AMOUNT	CHECK NO.	TOTAL
BURT WALKER PARTNERS, LTD	4,500.00	384917	
WASTE MGT. GOLDEN TRIANGLE, INC.	91.04	384919	
ZEE MEDICAL SERVICE	145.95	384925	
PETTY CASH - RESTITUTION I	126.51	384926	
OAK FARM DAIRY	281.41	384933	
BEN E KEITH FOODS	607.42	384973	
CENTERPOINT ENERGY RESOURCES CORP	364.80	384982	
JEFFERSON COUNTY CREDIT CARDS	11,629.16	385045	
SAM'S CLUB DIRECT	663.84	385082	
			67,046.03**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	924.00	384866	
JEFFERSON COUNTY CREDIT CARDS	500.00	385045	
			1,424.00**
CONST. PCT. 4 EDUCATION			
CASH ADVANCE ACCOUNT	319.42	384866	
			319.42**
CONST. PCT. 6 EDUCATION			
CASH ADVANCE ACCOUNT	1,200.16	384866	
			1,200.16**
TAX OFFICE AUTO DEALER			
LOUIS AND COMPANY	293.03	384804	
			293.03**
J.P. COURTROOM TECH. FUND			
OFFICE DEPOT	169.99	384885	
			169.99**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	384811	
AT&T	133.45	384905	
TRI-CITY COFFEE SERVICE	46.10	384915	
JOSEPH SEMIEN	9.04	385006	
SOUTHEAST TEXAS.COM	180.00	385112	
			843.59**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,450.04	384809	
HERNANDEZ OFFICE SUPPLY, INC.	2,844.54	384858	
PORTER'S, INC.	10,088.28	384891	
LYON LLC	2,924.60	385102	
			17,307.46**
AIRPORT FUND			
A&A EQUIPMENT	300.00	384800	
SUPERIOR TIRE & SERVICE	19.82	384813	
AT&T	602.56	384905	
WASTE MGT. GOLDEN TRIANGLE, INC.	242.36	384919	
NEDERLAND HARDWARE SUPPLY	30.11	384922	
LOWE'S HOME CENTERS, INC.	135.50	384958	
HAGEMEYER NORTH AMERICA, INC.	366.00	384966	
BEAUMONT FUEL INJECTION	228.00	384975	
ASCENT AVIATION GROUP INC	85,991.07	385018	
LAMAR ADVERTISING	1,114.00	385025	
JAN PAK, INC	269.00	385027	
UNIFIRST HOLDINGS INC	80.25	385032	
DELTA INDUSTRIAL SERVICE & SUPPLY	1,275.00	385064	
COUNTY HOME AND RANCH LP	11.72	385065	
PPG ARCHITECTURAL COATINGS	12,512.72	385108	
			103,178.11**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	17,110.04	384987	
RELIANCE STANDARD LIFE INSURANCE	5,274.81	384990	
CHLIC-CHICAGO	101,034.96	385033	
GROUP ADMINISTRATIVE CONCEPTS INC	696.00	385047	
			124,115.81**
SETEC FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
ALLIANCE MECHANICAL SERVICES	2,000.00	384976	2,000.00**
SHERIFF'S FORFEITURE FUND			
PHILPOTT MOTORS, INC.	1,883.50	384888	
JEFFERSON COUNTY CREDIT CARDS	21.88	385045	1,905.38**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,745.00	384771	
CLEAT	378.00	384772	
JEFFERSON CTY. TREASURER	18,204.84	384773	
RON STADTMUELLER - CHAPTER 13	1,792.50	384774	
INTERNAL REVENUE SERVICE	1,150.00	384775	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,120.00	384776	
JEFFERSON CTY. COMMUNITY SUP.	9,461.61	384777	
JEFFERSON CTY. TREASURER - HEALTH	383,881.81	384778	
JEFFERSON CTY. TREASURER - GENERAL	10.00	384779	
JEFFERSON CTY. TREASURER - PAYROLL	1,525,431.34	384780	
JEFFERSON CTY. TREASURER - PAYROLL	611,123.73	384781	
MONY/MLOA	275.61	384782	
PETTY CASH - SHERIFF'S OFFICE	102.00	384783	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,410.40	384784	
TGSLC	214.12	384785	
UNITED WAY OF BEAUMONT& N JEFFERSON	52.72	384786	
JEFFERSON CTY. TREASURER - TCDRS	556,274.22	384787	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,283.31	384788	
JEFFERSON COUNTY TREASURER	2,490.45	384789	
JEFFERSON COUNTY - TREASURER -	4,656.43	384790	
NECHES FEDERAL CREDIT UNION	68,199.32	384791	
DEPARTMENT OF SOCIAL SERVICES	140.76	384792	
JEFFERSON COUNTY - NATIONWIDE	80,133.98	384793	
TENNESSEE CHILD SUPPORT	115.38	384794	
FMS DMS PIONEER	34.62	384795	
SBA - U S DEPARTMENT OF TREASURY	168.49	384796	
ACCOUNT CONTROL TECHNOLOGY, INC.	173.48	384797	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	384798	
ECMC	.01	384799	3,285,141.36**
MARINE DIVISION			
ENTERGY	489.14	384854	
JACK BROOKS REGIONAL AIRPORT	1,188.10	384865	
AT&T	290.00	384905	
TRI-CON, INC.	17,864.54	384914	
SIERRA SPRING WATER CO. - BT	48.98	384949	
SPANKY'S WRECKER SERVICE INC	375.00	385077	20,255.76**
ASAP - CONSTABLE PCT 8			
KAY ELECTRONICS, INC.	80.00	384868	80.00**
PORT SECURITY GRANT 2010			
VERIZON WIRELESS	532.06	384942	532.06**
SHERIFF - COMMISSARY			
CURTIS 1000, INC.	1,074.99	384843	1,074.99**
			4,078,479.60***



# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DRPC726	2735480	9/10/2013

**BILL TO:**  
 JEFFERSON COUNTY  
 1149 PEARL ST FL 6  
 MIS DEPT

**SHIP TO:**  
 JEFFERSON COUNTY  
 1149 PEARL ST FL 6  
 MIS DEPT

Accounts Payable  
 BEAUMONT , TX 77701-3638

BEAUMONT , TX 77701-3638  
 Contact: VANESSA  
 LACHNEY 409.835.8447

Customer Phone #

Customer P.O. # HP M602X QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117		UPS Ground	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2519057	HP LJ ENT 600 M602X Mfg#: CE993A#BGJ- Contract: Texas HP DIR SDD 1364 DIR SDD-1364	1,314.56	1,314.56
			SUBTOTAL	1,314.56
			FREIGHT	0.00
			TAX	0.00
				US Currency
<b>TOTAL</b>				<b>1,314.56</b>

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.705.8262

**Ernest Clement**

---

**From:** Kimberly Doyle [pct3sc@co.jefferson.tx.us]  
**Sent:** Thursday, September 05, 2013 7:44 AM  
**To:** 'Ernest Clement'  
**Subject:** RE: West Jeff MUd  
Mark said this is fine. Thanks ☺

---

**From:** Ernest Clement [mailto:eclement@co.jefferson.tx.us]  
**Sent:** Wednesday, September 04, 2013 2:14 PM  
**To:** 'Mark Redwine'; 'Kimberly Doyle'; 'RB Pct Supervisor'  
**Subject:** West Jeff MUd

Potable water line to be installed on W Oakland Rd. 615ft

Permit No. 02-U-13

Email me back and let me know if you have any objections. Looks like a simple line to me.

Ernest Clement Jr.  
Engineering Specialist  
Jefferson County, Tx.  
(409) 835-8584 Office  
(409) 782-8163 Cell  
eclement@co.jefferson.tx.us

Permit No. 02-4-13Precinct No. 3

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date 09/04/13

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

West Jefferson County MWD (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Potable Water, location of which is fully described as follows:

Beginning on the East side of Highway 124 at West Okland Rd, Installing a 2" water line along the South side of W. Okland Rd. from Highway 124 East approximately 615 L.F.  
1 pages of drawings attached.

Construction will begin on or after September, 2013

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Company West Jefferson County MWDBy Dennis GillsTitle ManagerAddress 7824 Glenbrook Dr., Bmt, Tx. 77705Telephone (409) 794-2338Fax No. (409) 794-1256

FOR COMMON CARRIER PIPELINE COMPANY ONLY

- 1. Common Carrier Determination form must be attached to application.
- 2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

N/A road crossing @ \$100.00 N/A

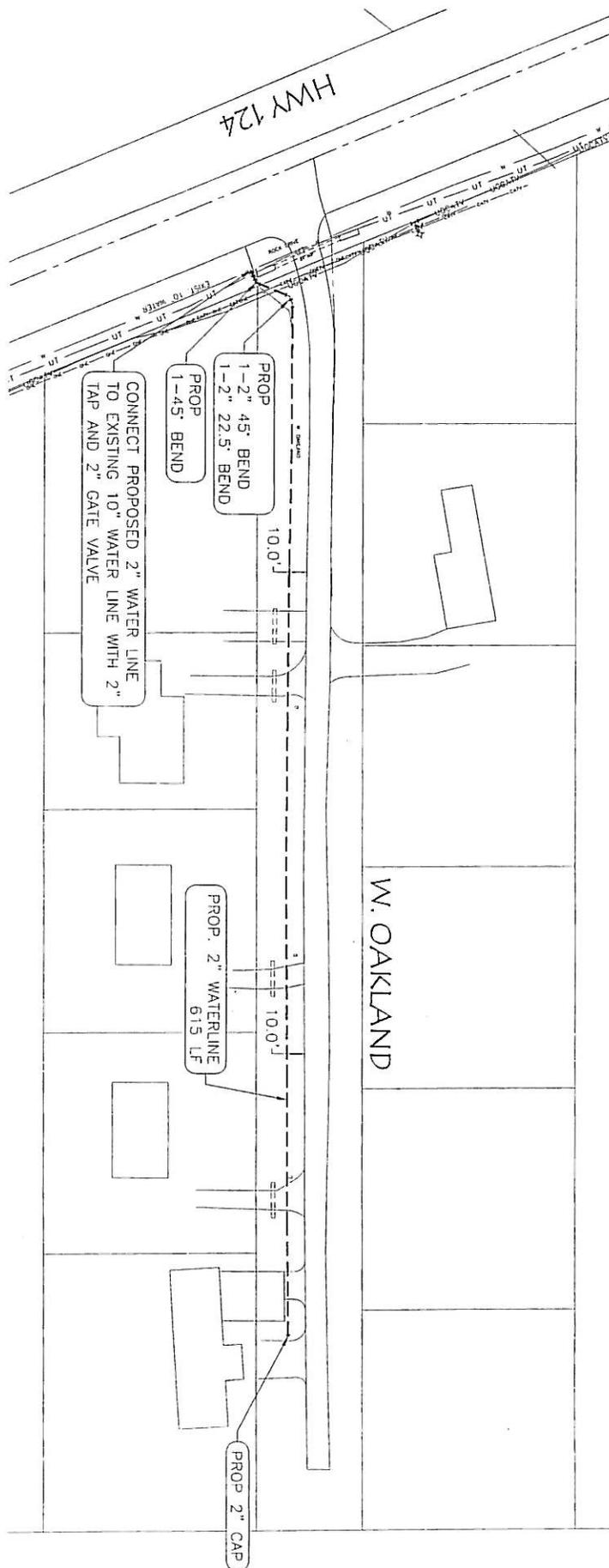
N/A miles parallel @ \$150.00/mile or fraction N/A

TOTAL N/A

N/A

N/A

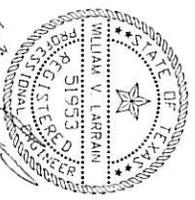
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



CONTRACTOR IS TO VERIFY EXISTING UTILITY LINE  
HORIZONTAL AND VERTICAL LOCATION PRIOR TO  
INITIATION OF CONSTRUCTION

THE SEAL APPEARING ON  
THIS DOCUMENT WAS  
AUTHORIZED BY  
WILLIAM V. LARZAIN, P.E.  
51955 ONI  
JULY 29, 2013

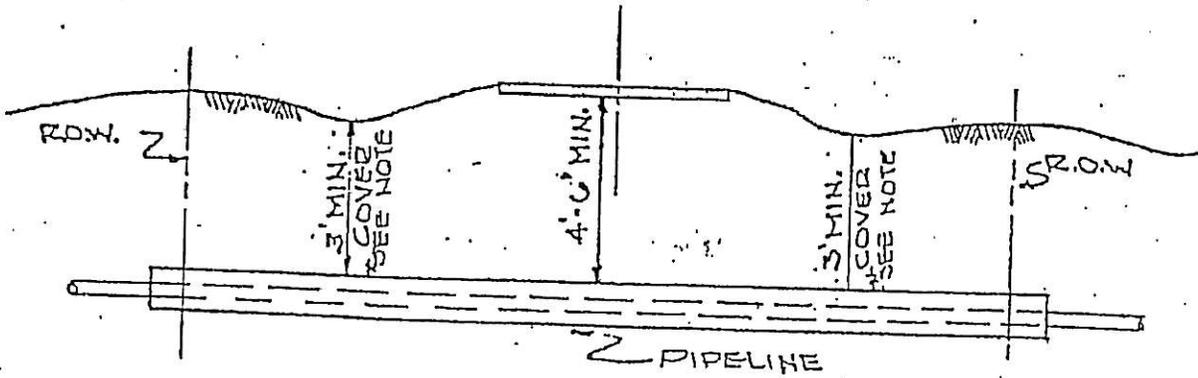
d.p Consulting Engineers, Inc.  
F-3356



REVISION	DATE	BY	CHKD BY
1	3/21/13	WV	WV
2	11-3-2014	WV	WV
3			
4			
5			
6			
7			
8			
9			
10			

PLAN

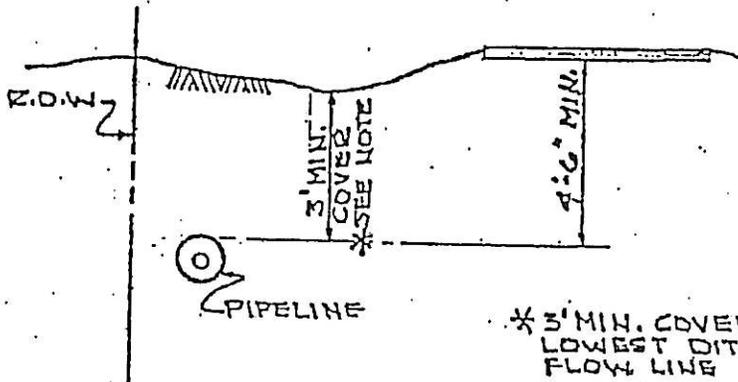
WATER DISTRIBUTION SYSTEM IMPROVEMENTS  
W. OAKLAND  
WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT



\* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0\"/>

# 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

# 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79   NO SCALE

### ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Ronald M. Rao  
Director of Engineering

09/04/13  
Date

### COMMISSIONERS COURT ORDER

---

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By \_\_\_\_\_  
County Judge

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

### Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  1. It is a common carrier; and,
  2. It serves a public purpose; and,
  3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's 'Pipeline Permit Policy' and any bond, in lieu of returning it to applicant, may be applied to the permit application.

### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (940) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

### Exiting Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

### Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

## SPECIFICATIONS

### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such, compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

### Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side-of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 1/2 sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
  2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
  3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with 1/2" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

### Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

### Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

### Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

### Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar marks every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

### Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

### Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

### Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

## **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Rev. 2003

---

Rev. 2003



**DEPUTY CHIEFS**  
**Zena A. Stephens**  
*Law Enforcement*  
**George Miller**  
*Corrections*

**G. MITCH WOODS**  
**SHERIFF**  
 JEFFERSON COUNTY, TEXAS  
 1001 PEARL STREET  
 BEAUMONT, TEXAS 77701  
 (409) 835-8411

**DEPUTY CHIEFS**  
**Mark Dubois**  
*Services*  
**Ron Hobbs**  
*Narcotics*

September 10, 2013

Honorable Judge Jeff R. Branick  
 Commissioner Eddie Arnold  
 Commissioner Brent A. Weaver  
 Commissioner Michael S. Sinegal  
 Commissioner Everette D. Alfred

Re: Impaired Driving Mobilization STEP Grant 2014

Please consider and possibly approved a Resolution for the Jefferson County Sheriff's Office to participate in the Impaired Driving Mobilization STEP Grant for the period beginning October 1, 2013 through September 30, 2014. The maximum amount eligible for reimbursement on this grant is \$44,448.84; Jefferson County's contribution to these efforts is \$11,618.18 of cash and in kind contributions.

Should you require further information please contact me at ext. 8421.

Sincerely,

Major John Shauberg, Patrol Supervisor  
 Law Enforcement Division

JS/ef

cc: Sheriff, G. Mitch Woods  
 Chief Ron Hobbs



# 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 \_\_\_\_, 2013, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, the following **RESOLUTION** was adopted:

**WHEREAS**, motor vehicle crashes resulting from speed and alcohol are a leading cause of death for young people between the ages of 15 and 20; alcohol-related crashes account for approximately 40 percent of deaths and injuries for all ages; and,

**WHEREAS**, selected target periods including but not limited to holidays, Christmas/New Year's, Spring Break, Independence and Labor Day, are the most deadly time of year for alcohol impaired driving; and,

**WHEREAS**, according to the 2008 FARS data, Jefferson County ranked high in the State of Texas for fatal crashes involving alcohol impaired driving; and

**WHEREAS**, the Jefferson County Sheriff's Office will continue to provide the best service and protection to our citizens traveling our roadways in Jefferson County through this enhanced traffic enforcement effort to reduce alcohol related crashes and enforce DWI laws in targeted STEP sites; and,

**WHEREAS**, Jefferson County, Texas is a partner in the effort to make our highways and streets safer;

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas, does hereby authorize the Jefferson County Sheriff's Office to participate in the Impaired Driving Mobilization STEP Grant regarding the Texas Traffic Safety Program Grant Agreement for the grant period beginning October 1, 2013 and ending September 30, 2014. Jefferson County authorizes the Jefferson County Sheriff's Office to participate in the Impaired Driving Mobilization STEP Grant. The maximum amount eligible for reimbursement on this grant is \$44,448.84; Jefferson County's contribution to these efforts is \$11,618.18 of cash and in kind contributions.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
 County Judge

\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
 Precinct No. 1

\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
 Precinct No. 3

\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
 Precinct No. 2

\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4

# Texas Traffic Safety eGrants

## Fiscal Year 2014

**Organization Name:** Jefferson County Sherriff's Office

**Legal Name:** Jefferson County

**Payee Identification Number:** 17460002912052

**Project Title:** STEP Comprehensive

**ID:** 2014-Jefferso-S-1YG-0073

**Period:** 10/01/2013 to 09/30/2014

Jefferson County Sherriff's Office  
STEP

---

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Jefferson County** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2014.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **584EGF5136**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **010807535**

Project Title: **STEP Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2013** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2014** unless terminated or otherwise modified.

Total Awarded: **\$56,067.02**

Amount Eligible for Reimbursement by the Department: **\$44,448.84**

Match Amount provided by the Subgrantee: **\$11,618.18**

Jefferson County Sherriff's Office  
STEP

---

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

**Jefferson County**  
[Legal Name of Agency]

Executed for the Executive Director and  
Approved for the Texas Transportation  
Commission for the purpose and effect of  
activating and/or carrying out orders, established  
policies or work programs approved and  
authorized by the Texas Transportation  
Commission

By: \_\_\_\_\_  
[Authorized Signature]

By: \_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Under the authority of Ordinance or  
Resolution Number (for local government)  
(If Applicable)

By: \_\_\_\_\_  
Director, Traffic Operations Division Texas  
Department of Transportation (Not required for  
local project grants under \$100,000.00)

\_\_\_\_\_  
[Resolution Number]

Date: \_\_\_\_\_

**Texas Traffic Safety Program**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Jefferson County Sherriff's Office  
STEP

---

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

Jefferson County Sherriff's Office  
STEP

---

**ARTICLE 3. COMPENSATION**

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
  2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
  3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
  4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
  5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

Jefferson County Sherriff's Office  
STEP

---

cost principles, as appropriate, outlined in:

1. OMB Circular A-21, Cost Principles for Educational Institutions;
  2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
  3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TXDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

#### ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

## Jefferson County Sherriff's Office

## STEP

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

**ARTICLE 7. REPORTING AND MONITORING**

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
  - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
  - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

#### **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

#### **ARTICLE 9. INDEMNIFICATION**

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **ARTICLE 10. DISPUTES AND REMEDIES**

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

Jefferson County Sherriff's Office  
STEP

---

**ARTICLE 11. TERMINATION**

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
  2. There is a written thirty (30) day notice by either party; or
  3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

**ARTICLE 12. INSPECTION OF WORK**

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

**ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

Jefferson County Sherriff's Office  
STEP

---

**ARTICLE 15. GRATUITIES**

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

**ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

**ARTICLE 18. SUBGRANTEE'S RESOURCES**

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

Jefferson County Sherriff's Office  
STEP

---

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

Jefferson County Sherriff's Office  
STEP

---

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Jefferson County Sherriff's Office  
STEP

---

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address

[http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### ARTICLE 24. DEBARMENT AND SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

Jefferson County Sherriff's Office  
STEP

---

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **ARTICLE 25. LOBBYING CERTIFICATION**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal 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 party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. 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.

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

Jefferson County Sherriff's Office  
STEP

---

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

**ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**ARTICLE 28. SINGLE AUDIT REPORT**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee

## Jefferson County Sherriff's Office

STEP

---

will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**ARTICLE 29. BUY AMERICA ACT**

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**ARTICLE 30. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
  - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
  - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

Jefferson County Sherriff's Office  
STEP

---

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at [www.buckleuptexas.com](http://www.buckleuptexas.com).

### RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
  2. physical inspection of project records and supporting documentation
  3. telephone conversations
  4. e-mails and letters
  5. quarterly review meetings
  6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
  2. Review project accomplishments (performance measures completed, targets achieved)
  3. Document any progress towards self-sufficiency
  4. Account for any approved Program Income earned and expended
  5. Identify exemplary performance or best practices

Jefferson County Sherriff's Office  
STEP

---

**Program Element Selection**

**STEP Year Long**

- X DWI                      DWI: Driving While Intoxicated
- X Speed                      Speed: Speed Enforcement
- OP                      OP: Occupant Protection (Safety Belt and Child Safety Seat)
- ITC                      ITC: Intersection Traffic Control

**STEP WAVE**

- DWI                      Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
- Speed                      Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
- OP                      Jurisdiction wide

**STEP CMV**

- Speed, OP and  
HMV                      CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

### Goals and Strategies

**Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

**Strategy:** Increase and sustain high visibility enforcement of traffic safety-related laws.

**Strategy:** Increase public education and information campaigns regarding enforcement activities.

**Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of DWI laws.

**Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of speed-related laws.

I agree to the above goals and strategies.

Jefferson County Sherriff's Office  
STEP

---

**Baseline Information**

<b>Baseline Year (12 months)</b>	From 1/1/2011 to 12/31/2011	
	<b>Baseline Measure</b>	<b>Baseline Number</b>
	Number of Driving While Intoxicated (DWI) arrests	128
	Number of speed citations	274
		<b>Baseline Number</b>
	Percentage of speed compliance	31.63 %
		<b>Month/Year of Survey</b>
		01/2013

Jefferson County Sherriff's Office  
STEP

---

**Law Enforcement Objective/Performance Measure**

Objective/Performance Measure	Target Number
<b>1. Number and type citations/arrests to be issued under STEP</b>	
a. Increase DWI arrests by	50
b. Increase speed citations by	1750
<b>2. Proposed total number of traffic related crashes</b>	
a. Reduce the number of alcohol-related crashes to	148
b. Reduce the number of speed-related crashes to	120
<b>3. Increase speed compliance</b>	
a. Increase the speed compliance rate to	40%
<b>4. Number of Enforcement Hours</b>	900

**Step Indicator**

**2.94**

**Note:** Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

Jefferson County Sherriff's Office  
STEP

---

**PI&E Objective Performance/Measure**

Object/Performance Measure	Target Number
<b>Support Grant efforts with a public information and education (PI&amp;E) program</b>	
a. Conduct presentations	1
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	2
c. Conduct community events (e.g. health fairs, booths)	1
d. Produce the following number of public information and education materials	500
e. Number of public information and education materials distributed	500

Jefferson County Sherriff's Office  
STEP

---

**Operational Plan**

Page Title: Operational Plan

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 1	Speed	Spur 93: US 69 to SH 73 (15 miles); 40 to 60 mph; US Hwy. 69-Bmt. City Limit=45mph	26.3%	Sunday to Saturday; 7:00 am to 9:00 pm
2. 1A	Speed	Spur 93: Bmt. City Limit to (approx) 100 yards north of FM Hwy 365 =45 mph	%	Sunday to Saturday; 7:00 am to 9:00 pm
3. 1B	Speed	FM Hwy 365 to SH 73 =40 mph	%	Sunday to Saturday; 7:00 am to 9:00 pm
4. 2	Speed	State Hwy 73: SH 124 (near Winnie @ Chambers Co. Line) to Taylor's Bayou Bridge (@ the Port Arthur City Limits) (approx 20 miles) =75 mph	34.2%	Sunday to Saturday; 7:00 am to 9:00 pm
5. 3	Speed	FM Hwy 365: (from US 90 to Spur 93 =approx 22 miles) US 90 (in Nome) to Florida Ave =40 mph	34.4%	Sun to Sat / 7a- 9p
6. 3A	Speed	FM Hwy 365: Florida Ave to Nome City Limits =55 mph	%	Sun to Sat / 7a- 9p
7. 3B	Speed	FM Hwy 365: Nome City Limits to Rodeo Dr =65 mph	%	Sun to Sat / 7a- 9p

Jefferson County Sherriff's Office  
STEP

---

**Operational Plan**

Page Title: Operational Plan page 3

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 3J	Speed	FM Hwy 365: P.A. City Limits to Jade Ave =65 mph	%	Sun to Sat / 7a-9p
2. 3K	Speed	FM Hwy 365: Jade Ave to 2,500 blk of FM Hwy 365 =55 mph	%	Sun to Sat / 7a-9p
3. 3L	Speed	FM Hwy 365: 2,500 blk of FM Hwy 365 to Spur 93 =45 mph	%	Sun to Sat / 7a-9p
4. 4	DWI	Jurisdiction Wide	%	Sun to Sat / 3p-7a
5.			%	
6.			%	
7.			%	

Jefferson County Sherriff's Office  
STEP

---

**Operational Plan**

Page Title: Operational Plan page 2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 3C	Speed	FM Hwy 365: Rodeo Dr to Gilbert Forest =70 mph	%	Sun-Sat / 7a-9p
2. 3D	Speed	FM Hwy 365: Gilbert Forest to Gator Country =60 mph	%	Sun-Sat / 7a-9p
3. 3E	Speed	FM Hwy 365: Gator Country to Wiggins Road =55 mph	%	Sun-Sat / 7a-9p
4. 3F	Speed	FM Hwy 365: Wiggins Road to 17000 blk FM Hwy 365 =60 mph	%	Sun-Sat / 7a-9p
5. 3G	Speed	FM Hwy 365: 17,000 blk FM Hwy 365 to Burrell Loop (just before Oliver Dr) =70 mph	%	Sun-Sat / 7a-9p
6. 3H	Speed	FM Hwy 365: Burrell Loop to (just before) Nona Dr =65 mph	%	Sun to Sat / 7a-9p
7. 3I	Speed	FM Hwy 365: Nona Dr to flood gates (@ Port Arthur City Limits) =60 mph	%	Sun to Sat / 7a-9p

Jefferson County Sherriff's Office  
STEP

**Budget Summary**

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries:	\$41,448.84	\$0	\$41,448.84
(200)	Fringe Benefits:	\$3,000.00	\$6,131.18	\$9,131.18
	<b>Sub-Total:</b>	<b>\$44,448.84</b>	<b>\$6,131.18</b>	<b>\$50,580.02</b>
<b>Category II - Other Direct Costs</b>				
(300)	Travel:	\$0	\$5,487.00	\$5,487.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	<b>Sub-Total:</b>	<b>\$0</b>	<b>\$5,487.00</b>	<b>\$5,487.00</b>
<b>Total Direct Costs:</b>		<b>\$44,448.84</b>	<b>\$11,618.18</b>	<b>\$56,067.02</b>
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
<b>Summary</b>				
	<b>Total Labor Costs:</b>	<b>\$44,448.84</b>	<b>\$6,131.18</b>	<b>\$50,580.02</b>
	<b>Total Direct Costs:</b>	<b>\$0</b>	<b>\$5,487.00</b>	<b>\$5,487.00</b>
	<b>Total Indirect Costs:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>		<b>\$44,448.84</b>	<b>\$11,618.18</b>	<b>\$56,067.02</b>
	<b>Fund Sources (Percent Share):</b>	<b>79.28%</b>	<b>20.72%</b>	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

**Special, September 16, 2013**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, September 16, 2013