

REGULAR, 6/9/2014 1:30:00 PM

BE IT REMEMBERED that on June 09, 2014, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
June 09, 2014

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
June 09, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **09th** day of **June 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** 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. Approve specifications for (IFB 14-017/JW), Term Contract for Road Building Materials for Jefferson County.

SEE ATTACHMENTS ON PAGES 9 - 46

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

2. Approve specifications for (RFQ 14-021/KJS), Major Drive Extension Environmental Assessment.

SEE ATTACHMENTS ON PAGES 47 - 47

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

3. Approve specifications for (RFP 14-019/JW), Auditing Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 48 - 119

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 a renewal for (RFP 10-066/KJS), Lease of the Jefferson County Downtown Jail Facility with LaSalle Southwest Corrections for an additional one (1) year renewal from June 27, 2014 to June 26, 2015.

SEE ATTACHMENTS ON PAGES 120 - 120

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
June 09, 2014

5. Consider and approve, execute, receive and file a contract with Lamar Companies for Billboards for Emergency Management. The contract is for \$3000.00 per month with a contract term from on June 16, 2014 to October 5, 2014.

SEE ATTACHMENTS ON PAGES 121 - 125

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AIRPORT:

6. Consider and possibly authorize the County Judge to execute a Private Hangar Lease between Jefferson County and Tertiary Holdings, LLC for property at the Jack Brooks Regional Airport.

SPEAKER - JASON BYRD/ THE BYRD LAW FIRM - AGAINST

SPEAKER - KYLE KNUPPLE/PRES/CEO O KUSA AIATION, LLC - AGAINST

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

7. Consider and approve budget transfer - Road & Bridge, Precinct 1 - purchase of truck and mower.

111-0109-431-6042	TRUCKS & TRAILERS	\$23,000.00	
111-0109-431-6011	ROAD MACHINERY	\$7,000.00	
111-0102-431-3079	CRUSHED STONE		\$30,000.00

SEE ATTACHMENTS ON PAGES 126 - 126

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

8. Consider and approve budget transfer - Constable, Precinct 2 - replacement radar and in-car video systems.

*Notice of Meeting and Agenda and Minutes
June 09, 2014*

120-3066-425-3084	MINOR EQUIPMENT	\$5,800.00	
120-3066-425-6007	AUTOMOBILES		\$5,800.00

SEE ATTACHMENTS ON PAGES 127 - 127

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

9. Receive and file SMG Operations - Ford Park Audited Financial Statements for the Period Ending September 30, 2013.

SEE ATTACHMENTS ON PAGES 128 - 141

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

10. Receive and file SAS 114 letter for SMG Operation - Ford Park from Pattillo, Brown, & Hill, LLP.

SEE ATTACHMENTS ON PAGES 142 - 144

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

11. Regular County Bills - check #394481 through check #394737.

SEE ATTACHMENTS ON PAGES 145 - 154

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

COUNTY COMMISSIONERS:

12. Consider, possibly approve, receive and file certificate of Judicial Education Requirements for 2014 of County Judge Jeff. R. Branick.

SEE ATTACHMENTS ON PAGES 155 - 155

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

13. Receive and file executed Contract No. CTIF-01-124 between Jefferson County and Texas Department of Transportation for infrastructure projects.

SEE ATTACHMENTS ON PAGES 156 - 169

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

14. Consider, and possibly approve, a Resolution authorizing the County Judge and Patrick Swain to execute Depository/Authorized Signatories Designation Form for Texas Community Development Block Grant Program and receive and file same.(Cheek Community Project Phase 4 Contract No. 713250.)

SEE ATTACHMENTS ON PAGES 170 - 173

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

15. Consider, possibly approve a Resolution for Jefferson County to transfer to the West Jefferson County Municipal Water District to assets constructed with Texas Community Development Grant funds for Hurricane Disaster Recovery.

SEE ATTACHMENTS ON PAGES 174 - 181

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

ENGINEERING:

16. Consider and possibly approve an amended Minor Plat of Cutters Ridge Estates into Lot 1B and Lot 3B. This property is located in Precinct 1 and is within the City of Beaumont's ETJ (extra-territorial jurisdiction) and meets all of the County requirements.

SEE ATTACHMENTS ON PAGES 182 - 184

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

JUVENILE PROBATION:

17. Receive and file the proposed Juvenile Probation Department budget for FY 2015 in accordance with 140.004 Local Government Code.

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:

18. Consider, possibly approve, and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, the City of Beaumont and the City of Port Arthur itemizing asset sharing of assets received from the 2014 Byrne Justice Assistance Grant (JAG) Program Award.

SEE ATTACHMENTS ON PAGES 185 - 187

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

DISTRICT ATTORNEY:

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

SEE ATTACHMENTS ON PAGES 188 - 191

Action: TABLED

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

SEE ATTACHMENTS ON PAGES 192 - 196

Action: TABLED

**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

June 9, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-017/JW, Term Contract for Road Building Materials for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

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

BID NAME:	Term Contract for Road Building Materials for Jefferson County
BID NO:	IFB 14-017/JW
DUE DATE/TIME:	11:00 AM CST, Tuesday, July 15, 2014
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to 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 – June 11th & June 18th, 2014

IFB 14-017/JW
Term Contract for Road Building Materials for Jefferson County
Bids due: 11:00 AM CST, Tuesday, July 15, 2014

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

Instructions to Bidders

1. Bid Submission

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

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

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Due Date, and the bidder's name and address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

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

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in

person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted,

and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves 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 **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

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

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

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

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-017/JW.

Scope

Vendor shall provide Road Building Materials for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

Instructions to Bidders

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

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

The County shall reserve the right to waive bid informalities, to reject any or all bids, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

Reference is made to 2004 TxDOT Standard Specifications for measurement of the various items bid.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Road Building Material during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Road Building Materials are listed below.

Natural Limestone Rock Asphalt Aggregate for Surface Treatment	Item 302 Type PB Gr 3	2,500 tons
	Item 302 Type PB Gr 4	32,200 tons
	Item 302 Type PB Gr 4S	2,800 tons
Pre-coated Rock Asphalt Aggregates for Surface Treatment	Item 302 Type PB Gr 4	5,777.14 tons
Item 247, Flexible Base (Supplier shall provide loose weight in lbs./c.y.). These items, which are published in the TXDOT Standard Specifications.	Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10)	6,174.47 tons
Hot Mix Cold Laid Asphaltic Concrete Pavement	Item 334 Type "D"	390.72 tons
Hot Mix Asphaltic Concrete Pavement	Item 340 Type "D"	1,826.39 tons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by cubic yard or by gallon, as indicated on the bid form.

Truck Delivery: Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the five (5) county delivery points listed below shall be price per-ton cubic yard, per mile.

Precinct 1 Stockpile	China Service Center
Precinct 2 Stockpile	Viterbo Road
Precinct 2 Storage Yard	LaBelle Road & Hwy. 365
Precinct 3 Stockpile	Hwy. 124, Hamshire
Precinct 4 Stockpile	Boyt Road

Hopper bids shall list city and address of hopper location as well as hours of operation. Bidders desiring to quote materials loaded onto trucks from barges may list their locations under the Hopper pickup caption.

Texas State Department of Transportation Standard Specification (2004), with the exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax the form letter provided by the County within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL
(STOCKPILE STORAGE)**

Description

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

Materials

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

Tests on SCM I:	
Flash Point (Test Method Tex-512-C):	79°C Minimum
Water (Test Method Tex-501C):	0.2% Maximum
Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):	500 to 1,000
Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C.	

	Minimum	Maximum
Off at 225C	0	0
Off at 260C	0	0.5
Off at 315C	20	60
Residue at 360C, Volume %	76	

Tests on Distillation Residue:	
Penetration at 25C, 150g, 5 sec. ¹	180 Minimum
Ductility at 4C, 1 cm/min (Test Method Tex-503-C):	100 cm Minimum
Solubility in Trichloroethylene (Test Method Tex-507-C):	99% Minimum

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

¹ ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.

The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

Properties of the Mixture:

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

	Minimum	Maximum
Asphalt Content, exclusive of volatiles, percent by weight	3.0	7.0
Hydrocarbon Volatile Content of mix, percent by weight	0.3	1.0
Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight		2.0
Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)	35 ²	

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

Density (Percent)		
Minimum	Maximum	Optimum
93.5	96.5	95.0

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

Sieve Size	% Passing (by weight)
¾"	
½"	100
3/8"	95 – 100
No. 4	17 – 40
No. 10	2 – 15
No. 40	–
No. 80	–
No 200	0 – 3
AC % ³	4.5 – 6.5

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of approximately 400 ml. Upon completion of the 24-hour

² The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

³ Recommended asphalt content range.

soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

Preparation of Mixture:

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-017/JW, Term Contract for Road Building Materials 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

I. Rock Asphalt-Truck Delivery

Description		Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		China Rd.	Viterbo Rd.	Boyt Rd.	
A.	Natural Limestone Rock Asphalt Aggregated for Surface Treatments:				
	1.	Item 302 Type PB Gr 3	\$ _____ per cubic yard	\$ _____ per cubic yard	\$ _____ per cubic yard
	2.	Item 302 Type PB Gr 4	\$ _____ per cubic yard	\$ _____ per cubic yard	\$ _____ per cubic yard
	3.	Item 302 Type PB Gr 4S	\$ _____ per cubic yard	\$ _____ per cubic yard	\$ _____ per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments:				
	1.	Item 302 Type PB Gr 4	\$ _____ per cubic yard	\$ _____ per cubic yard	\$ _____ per cubic yard

IA. Rock Asphalt-Truck Delivery

Description		Price Per Cubic Yard, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed			
		Rosedale	LaBelle	Hamshire	Hebert
A.	Natural Limestone Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 3	\$ _____ per cubic yard	\$ _____ per cubic yard	\$ _____ per cubic yard
	2.	Item 302 Type PB Gr 4	\$ _____ per cubic yard	\$ _____ per cubic yard	\$ _____ per cubic yard
	3.	Item 302 Type PB Gr 4S	\$ _____ per cubic yard	\$ _____ per cubic yard	\$ _____ per cubic yard
B.	Precoated Rock Asphalt Aggregates for Surface Treatments				
	1.	Item 302 Type PB Gr 4S	\$ _____ per cubic yard	\$ _____ per cubic yard	\$ _____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

II. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Flexible Base – Price Per Cubic Yard Delivered from Vendor’s Hopper to Job Site – Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ _____ per cubic yard	\$ _____ per cubic yard
2. 11 – 20 Miles	\$ _____ per cubic yard	\$ _____ per cubic yard
3. 21 – 30 Miles	\$ _____ per cubic yard	\$ _____ per cubic yard
4. 31+ Miles	\$ _____ per cubic yard	\$ _____ per cubic yard
B. Hopper Pick-Up		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per cubic yard
2. Port Neches		\$ _____ per cubic yard
3. Port Arthur		\$ _____ per cubic yard
4. Other		\$ _____ per cubic yard
5. Other		\$ _____ per cubic yard
Hours of Hopper Operation:		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

III. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.		
	Price per Cubic Yard, Tandem Dump	Price per Cubic Yard, Trailer
Patching Material – Price Per Cubic Yard Delivered from Vendor’s Hopper to Job Site. Bidder shall supply material from location closest to the County project site.		
1. 1 – 10 Miles	\$ _____ per cubic yard	\$ _____ per cubic yard
2. 11 – 20 Miles	\$ _____ per cubic yard	\$ _____ per cubic yard
3. 21 – 30 Miles	\$ _____ per cubic yard	\$ _____ per cubic yard
4. 31+ Miles	\$ _____ per cubic yard	\$ _____ per cubic yard
B. Hopper Pick-Up		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		\$ _____ per cubic yard
2. Port Neches		\$ _____ per cubic yard
3. Port Arthur		\$ _____ per cubic yard
4. Other		\$ _____ per cubic yard
5. Other		\$ _____ per cubic yard
Hours of Hopper Operation:		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

IV. Cement Stabilized Base, Hopper Pick Up

A. Item 276, Plant Mix, Class L, Crushed Stone		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		\$_____ per cubic yard
2. Port Neches		\$_____ per cubic yard
3. Port Arthur		\$_____ per cubic yard
4. Other		\$_____ per cubic yard
5. Other		\$_____ per cubic yard
B. Item 276, Plant Mix, Class M, Crushed Stone		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		\$_____ per cubic yard
2. Port Neches		\$_____ per cubic yard
3. Port Arthur		\$_____ per cubic yard
4. Other		\$_____ per cubic yard
5. Other		\$_____ per cubic yard
C. Item 401, Flowable Backfill		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		\$_____ per cubic yard
2. Port Neches		\$_____ per cubic yard
3. Port Arthur		\$_____ per cubic yard
4. Other		\$_____ per cubic yard
5. Other		\$_____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

IV. Cement Stabilized Base, Hopper Pick Up – Continued

E. Item 401, Flowable Backfill		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		\$_____ per cubic yard
2. Port Neches		\$_____ per cubic yard
3. Port Arthur		\$_____ per cubic yard
4. Other		\$_____ per cubic yard
5. Other		\$_____ per cubic yard

V. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		\$_____ per cubic yard
2. Port Neches		\$_____ per cubic yard
3. Port Arthur		\$_____ per cubic yard
4. Other		\$_____ per cubic yard
5. Other		\$_____ per cubic yard
Hours of Hopper Operation:		
B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix.		
Location	Address	Price Per Cubic Yard Truck Shipping Point
1. Beaumont		\$_____ per cubic yard
2. Port Neches		\$_____ per cubic yard
3. Port Arthur		\$_____ per cubic yard
4. Other		\$_____ per cubic yard
5. Other		\$_____ per cubic yard
Hours of Hopper Operation:		

MINIMUM ORDERS ARE NOT ACCEPTABLE.

Bid Form (Continued)

VI. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 334, Type D		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Beaumont		\$_____ per cubic yard
2. Port Neches		\$_____ per cubic yard
3. Port Arthur		\$_____ per cubic yard
4. Other		\$_____ per cubic yard
5. Other		\$_____ per cubic yard
Hours of Hopper Operation:		

VII. Concrete Structures – Truck Delivery

A. Delivered to Job Site, Jefferson County		
Location	Address	Price Per Cubic Yard F.O.B. Truck Shipping Point
1. Item 421 Class A		\$_____ per cubic yard
2. Item 421 Class B		\$_____ per cubic yard
3. Item 421 Class S		\$_____ per cubic yard

MINIMUM ORDERS ARE NOT ACCEPTABLE.

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: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Bidder (Entity Name)	Signature
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

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

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

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

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

Yes No

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

 Printed Name of Contractor Representative Signature of Representative Date

 Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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 _____, 2014.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

Request for Qualifications

June 9, 2014

Dear Vendors:

The County of Jefferson, Texas has received funding in the County Transportation Infrastructure Fund Grant Program from the Texas Department of Transportation for the construction of new location roadway. The County is seeking a firm that will perform an appropriate level of environmental investigation and analysis for this project, identify all environmental problems that the county must remediate, obtain all required permits and clearances from the appropriate regulatory agencies, and provide a certification that all the preceding items have been performed. Qualified firms or individuals are invited to submit a statement of qualifications for RFQ (14-021/KJS), Major Drive Extension Environmental Assessment. Jefferson County is requesting statements of qualifications from qualified firms that are registered to practice in the State of Texas to carry out the approved activities.

All interested individuals and firms shall obtain a "Request for Qualifications" packet from the Jefferson County Purchasing web site at www.co.jefferson.tx.us.

All responses shall be submitted with an original and six (6) hard copies, to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 a.m., July 1, 2014. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below.

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

Request NAME:	Major Drive Extension Environmental Assessment
Request NO:	RFQ 14-021/KJS
DUE DATE/TIME:	11:00 AM, July 1, 2014
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Smith, MBA Assistant Purchasing Agent, at 409-835-8593.

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise and Port Arthur News – June 11th and 18th, 2014



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Request for Proposal

June 9, 2014

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 14-019/JW, Auditing Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and five (5) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

A Pre-proposal Conference will be held on June 17, 2014 at 2:00 pm in the Commissioners' Courtroom, 1149 Pearl Street, Fourth Floor, Beaumont, Texas 77701. All interested firms are encouraged to attend.

PROPOSAL NAME:	Auditing Services for Jefferson County
PROPOSAL NO:	RFP 14-019/JW
DUE DATE/TIME:	11:00 AM CST, Tuesday, July 15, 2014
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 11th and June 18th, 2014

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Attachment 1

**Schedule of Expenditures of Federal Awards and
Reports of Independent Accountants Prepared in Accordance with
Government Auditing Standards and the Single Audit Act
Amendments of 1996 and OMB Circular A-133**

Attachment 2

Jefferson County Organizational Chart

1. Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Auditing Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and five (5) copies of the proposal should be mailed or delivered no later than **11:00 AM CST, TUESDAY, JULY 15, 2014**, to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

2. Instructions to Offerors

2.1. Proposal Submission

- 2.1.1. Proposals must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701
- 2.1.2 Proposals will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- 2.1.3 All proposals shall be tightly sealed in an opaque envelope and plainly marked with the RFP number, due date, and the Offeror's name and address.
- 2.1.4 Late proposals will not be accepted and will be returned to the Offeror.
- 2.1.5 All proposals submitted in response to this RFP shall become the property of Jefferson County and will be a matter of public record available for review.

2.2 Preparation of Proposals

- 2.2.1 The proposal shall be legibly printed in ink or typed.
- 2.2.2 If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the Offeror.
- 2.2.3 The proposal shall be legally signed and shall include the complete address of the Offeror.
- 2.2.4 Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in prices.

2.3 Signatures

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

2.4 Rejection or Withdrawal

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

2.5 Award

The contract will be awarded to the responsible, responsive Offeror(s) whose proposal, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this RFP, Jefferson County reserves the right to accept a proposal 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 Offeror who is in default to Jefferson County at the time of submittal of the proposal shall have that proposal 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 proposals, Jefferson County shall consider the qualifications of the Offerors, 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 proposals and to establish the responsibility, qualifications, and financial ability of the Offerors to fulfill the contract.

2.6 Changes and Addenda to RFP Documents

Each change or addendum issued in relation to this RFP document will be on file in the Office of the Purchasing Agent, and will additionally be posted on the web site. It shall be the Offeror's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such addenda.

2.7 Specifications

Unless otherwise stated by the Offeror, the RFP will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the RFP document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Offeror 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 Offeror, 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 proposal. Jefferson County reserves the right to determine if equipment/product being offered is an acceptable alternate. All goods shall be new unless otherwise so stated in the RFP. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the RFP, may be considered non-responsive.

2.8 Delivery

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

2.9 Interpretation of RFP and/or Contract Documents

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

2.10 Currency

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

2.11 Pricing

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

2.12 Notice to Proceed/Purchase Order

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

2.13 Certification

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

- 2.13.1 The submission of the offer did not involve collusion or other anti-competitive practices.
- 2.13.2 The Offeror 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 a public servant in connection with the submitted offer.
- 2.13.3 The Offeror hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the contract.

2.14 Definitions

“County” – Jefferson County, Texas.

“Contractor” – The Offeror whose proposal is accepted by Jefferson County.

3. General Terms and Conditions 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.

3.1 Proposals

- 3.1.1 Proposals. All proposals must be submitted In the form furnished in this package.
- 3.1.2 Authorized Signatures. The offer 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 offer to become a valid offer.
- 3.1.3 Late Proposals. Proposals must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date. Proposals received after the submission deadline shall be rejected as non-responsive.
- 3.1.4 Withdrawal of Proposals Prior to Opening. A proposal may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the Offeror may submit a new proposal. Offeror assumes full responsibility for submitting a new proposal before or at the specified time and date. Jefferson County reserves the right to withdraw an RFP before the opening date.
- 3.1.5 Withdrawal of Proposals After Opening. Offeror 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 proposals unless otherwise stated in the RFP and/or specifications.
- 3.1.6 Amounts. Proposals 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 RFP as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.
- 3.1.7 Exceptions and/or Substitutions. All proposals 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 proposal is made on an article other than the one specified, which an Offeror considers comparable, the name and grade of said article must be specified in the proposal 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 Offeror 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.**
- 3.1.8 Alternates. The RFP and/or specifications may expressly allow Offeror to submit an alternate offer. Presence of such an offer shall not be considered an indication of non-responsiveness.

- 3.1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.
- 3.1.10 Alterations. Proposals 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 offer, guaranteeing authenticity.
- 3.1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the specifications specifically indicate otherwise, the price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the price shall not include taxes.
- 3.1.12 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. Offeror is responsible for accurate final counts.
- 3.1.13 Award. Award of contract shall be made to the most responsible, responsive Offeror, 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 will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any proposal 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 offer.
- 3.1.14 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. Offeror may be required to furnish evidence that the service, as offered, will meet or exceed these requirements.
- 3.1.15 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 opening. Addenda will be posted on the web site; Offerors are responsible for monitoring the web site. Offerors shall acknowledge receipt of all addenda with submission of proposal.
- 3.1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in offer being declared non-responsive. Non-responsive proposals will not be considered for award.
- 3.1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- 3.1.18 Responsiveness. A responsive proposal shall substantially conform to the requirements of this RFP and/or specifications contained herein. Offerors who substitute any other terms, conditions, specifications and/or requirements or who qualify their proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their proposals deemed non-responsive. Also, proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive proposals include but shall not be limited to: a) proposals that fail to conform to required delivery schedules as set forth in the bid request; b) proposals with prices qualified in such a manner that

the price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) proposals made contingent upon award of other bids currently under consideration.

- 3.1.19 **Responsible Standing of Offeror.** To be considered for award, Offeror 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.
- 3.1.20 **Proprietary Data.** Offeror may, by written request, indicate as confidential any portion(s) of a proposal that contain(s) proprietary information, including manufacturing and/or design processes exclusive to the Offeror. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing Open Records Acts.
- 3.1.21 **Public Opening.** Offerors are invited to be present at the opening of proposals. After the official opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for evaluation may vary and is determined solely by the County. Following the evaluation, all proposals submitted are available for public review.

3.2 Performance

- 3.2.1 **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.
- 3.2.2 **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.
- 3.2.3 **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.
- 3.2.4 **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 price form.
- 3.2.5 **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.
- 3.2.6 **Installation Charges.** All charges for assembly, installation and set-up shall be included in the price. Unless otherwise stated, assembly, installation and set-up will be required.
- 3.2.7 **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.

- 3.2.8 Storage. Offeror agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.
- 3.2.9 Compliance with Federal, State, County, and Local Laws. Proposals 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.
- 3.2.10 Patents and Copyrights. The successful Offeror agrees to protect the County from claims involving infringements of patents and/or copyrights.
- 3.2.11 Samples, Demonstrations and Testing. At Jefferson County's request and direction, Offeror 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 award. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Offeror.
- 3.3.12 Acceptability. All articles enumerated in the proposal 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.

3.3 Purchase Orders and Payment

- 3.3.1 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 Jefferson County Auditor for which a valid invoice has been received.
- 3.3.2 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.

- 3.3.3 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.

3.4 Contract

- 3.4.1 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful Offeror shall remain firm for the term of the contract. Contract shall commence on date of award and continue for up to a three (3) year period.
- 3.4.2 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.
- 3.4.3 Price Redetermination. A price redetermination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price redetermination 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 Offeror's past experience of honoring contracts at the offered price will be an important consideration in the evaluation of the lowest and best proposal. Jefferson County reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the County.
- 3.4.4 Termination for Default. Jefferson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Jefferson County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.
- 3.4.5 Invalid, Illegal, or Unenforceable Provisions. In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 3.4.6 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.
- 3.4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas local government code.

- 3.4.8 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.
- 3.4.9 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.
- 3.4.10 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.
- 3.4.11 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.
- 3.4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 3.4.13 The Contractor shall be required to execute an engagement letter upon selection of the successful Offeror and final negotiation of contract terms.

4. Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

4.1 Bid Requirement

Each Offeror should submit as a proposal this entire RFP, completed where necessary, for example, the RFP cover sheet, the price sheets, etc. Use the envelope provided with the RFP, or a comparable one, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED PROPOSAL". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

4.2 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.

4.3 Payment

4.3.1 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 Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

4.3.2 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).

4.4 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 must 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.

4.5 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

4.6 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 4.7.1.3 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)

4.7 Worker's Compensation Insurance

4.7.1 Definitions:

4.7.1.1 **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.

4.7.1.2 **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.

4.7.1.3 **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.

4.7.2 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.

4.7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.30 above.

4.7.4 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.

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

4.7.5.1 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

- 4.7.5.2 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.
- 4.7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 4.7.7 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.
- 4.7.8 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.
- 4.7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 4.7.9.1 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.
- 4.7.9.2 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.
- 4.7.9.3 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.
- 4.7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 4.7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 4.7.9.4.2 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.
- 4.7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 4.7.9.6 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
- 4.7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 4.7.9.1. – 4.7.9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 4.7.10 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.
- 4.7.11 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.

5. Introduction

5.1 General Information

- 5.1.1. Jefferson County is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2014, with the option of auditing its financial statements for each of the two (2) subsequent years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act (1996), and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State, Local Governments, and Not for Profit Organizations*.
- 5.1.2 There is no expressed or implied obligation for Jefferson County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 5.1.3 A pre-proposal conference for all interested firms will be held at 2:00 pm on June 17, 2014 at 1149 Pearl Street, Fourth Floor, Commissioners' Courtroom, Beaumont, Texas to answer questions about the engagement.
- 5.1.4 Proposals submitted will be evaluated by an Audit Committee selected by Commissioners' Court.
- 5.1.5 During the evaluation process, the Audit Committee and Jefferson County reserve the right, where it may serve Jefferson County's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions. At the discretion of Jefferson County or the Audit Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- 5.1.6 Jefferson County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance of the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the firm selected.

5.2 Terms of Contract

A three (3) year contract is contemplated, subject to the annual review and recommendations of the Audit Committee, the satisfactory negotiation of terms (including a price acceptable to both Jefferson County and the selected firm), the concurrence of Commissioners' Court, and the annual availability of an appropriation.

5.3 Subcontracting

Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit engagement, no additional subcontracting will be allowed without the express prior written consent of Jefferson County.

6. Nature of Services Required

6.1 General

Jefferson County is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2014, with the option of auditing its financial statements for each of the two (2) subsequent years. These audits are to be performed in accordance with the provisions contained in this RFP.

6.2 Scope of Work

- 6.2.1 Jefferson County desires the Contractor* to express an opinion of the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.
- 6.2.2 Jefferson County also desires the Contractor to provide an “in-relation-to” opinion on the combined and individual fund financial statements based on the auditing procedures applied during the audit of the general purpose financial statements. The Contractor is not required to audit the statistical section of the report.
- 6.2.3 The Contractor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
- 6.2.4 The Contractor is not required to audit the Schedule of Expenditures of Federal Awards. However, the Contractor is to provide an “in-relation-to” report on that schedule, based on the auditing procedures applied during the audit of the financial statements.

6.3 Auditing Standards

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts, the standards for financial audits set forth in the U.S. General Accounting Office’s *Government Auditing Standards*, the provisions of the Single Audit Act of 1996, and the provision of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Not for Profit Organizations*.

6.4 Reports

- 6.4.1 Following completion of the audit of the fiscal year’s financial statement, the Contractor shall issue the following:
- A report on the fair presentation of the general purpose financial statements in conformity with generally accepted accounting principles.
 - A report on compliance and on internal controls over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - A report on compliance requirements applicable to each major program and internal controls over compliance in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Not for Profit Organizations*.
 - An “in-relation-to” report on the schedule of expenditures of federal awards.
- 6.4.2 In the required report(s) on internal controls, the Contractor shall communicate any reportable conditions found during the audit to the Jefferson County Audit Committee, which shall convene at periodic intervals during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structures that could adversely affect the organization’s ability to record, process,

* “Contractor” refers to the Offeror whose proposal is selected for award.
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summarize, and report financial data consistent with the assertions of management in the financial statements.

- 6.4.3 Reportable conditions that are also material weaknesses shall be identified as such in the report.
- 6.4.4 Non-reportable conditions discovered by the Contractor shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.
- 6.4.5 The reports on compliance shall include **all** instances of noncompliance.
- 6.4.6 The Contractor shall be required to make an immediate, **written** report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Audit Committee.
- 6.4.7 The Contractor shall assure itself that the Audit Committee is informed of each of the following:
 - The Contractor's responsibility under generally accepted auditing standards,
 - Significant accounting policies,
 - Management judgments and accounting estimates,
 - Significant audit adjustments,
 - Other information in documents containing audited financial statements,
 - Disagreements with management,
 - Management consultation with other accountants,
 - Major issues discussed with management prior to retention, and
 - Difficulties encountered in performing the audit.

6.5 Special Considerations

- 6.5.1 Jefferson County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the Contractor will be required to provide special assistance to Jefferson County to meet the requirements of that program.
- 6.5.2 Jefferson County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities containing the general purpose financial statements and the auditor's report thereon. The Contractor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
- 6.5.3 Jefferson County has determined that the United States Department of Homeland Security/Federal Emergency Management Agency will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Not for Profit Organizations*.
- 6.5.4 The schedule of expenditures of federal awards and related auditor's report, as well as the reports on the internal controls and compliance are to be issued separately from the comprehensive annual financial report.

6.6 Working Paper Retention and Access to Working Papers

- 6.6.1 All working papers and reports must be retained, at the Contractor's expense, for a minimum of three (3) years, unless the firm is notified in writing by Jefferson County of the need to extend the retention period. The Contractor will be required to make working papers available upon request to the following parties or their designees:

- Jefferson County,
- United States Department of Homeland Security/Federal Emergency Management Agency,
- U.S. General Accounting Office (GAO),
- Parties designated by the federal or state government or Jefferson County as part of an audit quality review process,
- Auditors of entities of which Jefferson County is a sub recipient of grant funds.

6.6.2 In addition, the Contractor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

7. Description of the Government

7.1 Contact

The Contractor's principal contact with Jefferson County will be Patrick Swain, County Auditor (409-835-8500) or a designated representative, who will coordinate the assistance to be provided by Jefferson County to the Contractor.

An organizational chart is provided at Attachment 2.

7.2 Background Information

7.2.1 Jefferson County serves an area of 904 square miles, with a population of 251,813. Jefferson County's fiscal year begins on October 1 and ends on September 30.

7.2.2 Jefferson County provides services to the citizens, including, but not limited to, the maintenance and construction of roads and bridges, judicial and law enforcement services, and health and welfare services.

7.2.3 Jefferson County has a total payroll of approximately \$62,180,294.00, covering 1,207 employees.

7.2.4 Jefferson County is organized into approximately 100 departments and agencies. The accounting and financial reporting functions are centralized.

7.2.5 More detailed information can be found in the Annual Financial Statements and Annual Budget, which are available for interested parties at the County Auditor's Office, 1149 Pearl Street – Seventh Floor, Beaumont, Texas 77701, Telephone 409-835-8500, or at the Jefferson County website (www.co.jefferson.tx.us, select the link for the Auditor's Office).

7.3 Fund Structure

Jefferson County uses the following fund types and accounting groups in its financial reporting:

Fund Type/Account Group	Number of Individual Funds
General Fund	1
Special revenue funds	72
Debt service funds	3
Capital projects funds	8
Enterprise funds	2
Internal service funds	3
Expendable trust funds	-
Nonexpendable trust funds	-
Pension trust funds	-
Agency funds	11

7.4 Budgetary Basis of Accounting

Jefferson County prepares its budgets on a basis consistent with generally accepted accounting principles.

7.5 Federal and State Financial Assistance

During the prior fiscal year, Jefferson County's total expenditures of federal awards was \$15,362, 206.00

7.6 Pension Plans

Jefferson County participates in the following pensions plans:

- Texas County and District Retirement System
- Employee IRC Section 457 Plan/Deferred Compensation Fund

7.7 Component Units

7.7.1 As required by generally accepted accounting principles, the financial statements of the reporting entity includes those of Jefferson County (the primary government).

7.7.2 The following are excluded from the reporting entity:

- Jefferson County Navigation District, Drainage District #3, Drainage District #6, and Drainage District #7. These potential component units have separate governing boards and provide services to the residents of Jefferson County. They have been excluded from the reporting entity because Jefferson County does not have the ability to exercise influence over their daily operations, approve budgets, or provide funding. In addition, the Drainage Districts were created under the provisions of Chapter 7 of Title 128, Article 16, Section 59a, of the State Constitution, Vernon's Annotated Statutes, thus establishing them as political subdivisions of the state.
- The Foreign Trade Zone, which was established by the voters of Jefferson County. The board is jointly appointed by the boards of the three area ports and Commissioners' Court. The County does not have the ability to influence the daily operations, select management, or hold title to any or the Foreign Trade Zone's assets. Funding is provided equally by the three area ports and the County.
- Jefferson County Health Facilities Development Corporation, Jefferson County Housing Finance Corporation, and Jefferson County Industrial Development Corporation. These nonprofit independent corporations have a board appointed by the County Commissioners. The County does not have the ability to significantly influence the operation of, provide funding to, or have any obligation to pay off the bonds issued by these corporations.
- Pleasure Island Park Board
- Local Emergency Planning Committee (LEPC)

7.8 Magnitude of Financial Operations

The County Auditor's Department is headed by Patrick Swain, County Auditor, and consists of 15 employees.

7.9 Computer Systems

7.9.1 Hardware

<u>Type of Equipment</u>	<u>Number</u>
IBM	AS400

7.9.2 Software

<u>Make</u>	<u>Vendor</u>	<u>Major Applications</u>
Sunguard Public Sector		Government Management & Budgetary Accounting – General Ledger, Accounts Payable, Budgeting, Project/ Grant Accounting, Investment Tracking, Payroll, Cash Receipts

7.10 Internal Audit Function

Jefferson County maintains an internal audit function, which reports to Patrick Swain, County Auditor.

7.11 Availability of Prior Audit Reports and Working Papers

Interested Offerors who wish to review prior years' audit reports and management letters should contact Patrick Swain, County Auditor, at 1149 Pearl Street – Seventh Floor, Beaumont, Texas 77701, Telephone 409-835-8500 or at the Jefferson County website (www.co.jefferson.tx.us, select the link for the Auditor's Office). Jefferson County will use its best efforts to make prior audit reports and supporting working papers available to Offerors to aid their response to this RFP.

8. Important Dates

8.1 RFP and Proposal Dates

Request for proposal issued	June 9, 2014
Pre-proposal conference	June 17, 2014, 2:00 pm
Due date/time for proposals	July 15, 2014, 11:00 am

8.2 Estimated Notification and Contract Dates

Selected firm notified	July 21, 2014
Contract date	July 28, 2014

8.3 Date Audit May Commence

Jefferson County will have all records ready for final audit fieldwork and all management personnel available to meet with the Contractor's personnel as of January 15, 2015. Interim work may be performed during August and September of each audit year.

8.4 Schedule for the 2014 Fiscal Year Audit*

Jefferson County will have all records ready for final audit fieldwork and all management personnel available to meet with the Contractor's personnel as of January 15, 2015. Interim work may be performed during August and September of each audit year.

Each of the following should be completed by the Contractor no later than the dates indicated:

- The auditor shall complete all field work by February 28, 2015.
- The auditor shall have drafts of the audit report(s) and recommendations to management (including the final review of the financial statements) available for review by the Audit Committee and the County Auditor by March 20, 2015.

* A similar time schedule will be developed for audits of future fiscal years if Jefferson County exercises its option for additional audits.

9. Reports

9.1 Entrance Conferences, Progress Reporting, and Exit Conferences*

At a minimum, the following conferences should be held by the dates indicated:

Conference	Purpose	Week of
Entrance conference with Patrick Swain, County Auditor	To establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor related to the beginning of field work	Aug 3, 2014
Exit conference with Patrick Swain, County Auditor, and Audit Committee	To summarize the results of field work and to review significant findings	March 16, 2015
Progress Report	As needed	As requested

9.2 Final Report

- 9.2.1 The County Auditor shall prepare draft financial statements, notes, and all required supplementary schedules by February 28, 2015. The auditor shall provide all recommendations, revisions, and suggestions for improvement to the County Auditor by March 20, 2015.
- 9.2.2 The County Auditor and the Audit Committee will complete their review of the draft report as expeditiously as possible. It is not expected that their process shall exceed one week. During that period, the Contractor shall be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to Jefferson County Commissioners' Court.
- 9.2.3 The final audit report shall be delivered to Jefferson County Commissioners' Court, 1149 Pearl Street – Fourth Floor, Beaumont, Texas 77701 by March 30, 2015.

10. Assistance to be Provided and Report Presentation

10.1 County Auditor's Office and Clerical Assistance

The County Auditor's staff and responsible management personnel will be available during the audit to assist the Contractor by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the Contractor.

10.2 Statements and Schedules to be Prepared by Jefferson County

The staff of Jefferson County will assist with the preparation of various schedules. A list shall be developed and presented to the County Auditor prior to the beginning of field work.

10.3 Work Area, Telephones, Photocopying, and Fax Machines

Jefferson County will provide the Contractor with reasonable work space, desks, and chairs. The Contractor will also be provided with access to a telephone line, photocopying facilities, fax machines, and inquiry-only on the AS400.

10.4 Report Preparation

Report preparation, editing, and printing shall be the responsibility of Jefferson County.

11. Proposal Requirements

11.1 General Requirements

11.1.1 Pre-proposal Conference and On-site Inspections

A conference for firms interested in submitting proposals will be held at 2:00 pm, June 17, 2014, in the Commissioners' Courtroom, 1149 Pearl Street – Fourth Floor, Beaumont, Texas 77701. Both verbal and written questions will be accepted during this conference.

During the week of June 16, 2014, representatives of the various departments within Jefferson County will be available to discuss their operations and conduct on-site inspections for interested Offerors.

11.1.2 Inquiries

Inquiries concerning the RFP must be made to the Jamey West, Contract Specialist, with the Jefferson County Purchasing Department via email: jwest@co.jefferson.tx.us or telephone: 409-835-8593.

11.1.3 Submission of Proposals

The following material must be received by July 15, 2014 (bid due date) in order for an Offeror to be considered:

11.1.3.1 An original of the Technical Proposal and five (5) copies, including the following:

- Title page: showing the RFP Number and Title, the Offeror's name (including name, address and telephone number of point of contact), and the date of the proposal.
- Table of Contents.
- A signed transmittal letter briefing stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period given, a statement of why the firm believes itself to be best qualified to perform the work, and a statement that the proposal is a firm and irrevocable offer for thirty (30) days.
- A detailed proposal following the order set for in Section 11.2 of this RFP.
- Executed copies of the **Proposer Warranties**, attached to this report at Exhibit B.

11.1.3.2 The Offeror shall submit an original and five (5) copies of a dollar cost bid in a separate, sealed envelope marked as follows:

**Sealed Dollar Cost Request for Proposal
(RFP 14-019/JW), Auditing Services for Jefferson County
July 15, 2014**

11.2 Technical Proposal

11.2.1 General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of Offerors seeking to undertake an independent audit of Jefferson County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Offeror and of the particular staff to be assigned to this contract. It shall also specify an audit approach that meets the RFP requirements.

There shall be no dollar units or total costs included in the technical proposal document.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information, which shall only be included in the sealed dollar cost bid). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 11.2.2 through 11.2.9, must be included. They represent the criteria against which the proposal will be evaluated.

11.2.2 Independence

The Offeror shall provide an affirmative statement that it is independent of Jefferson County as defined by generally accepted auditing standards and *Government Auditing Standards*.

The Offeror shall also provide an affirmative statement that it is independent of all component units of Jefferson County as defined by those same standards/

The Offeror shall also list and describe the firm's (or proposed subcontractors') professional relationships involving Jefferson County for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

11.2.3 License to Practice in Texas

An affirmative statement shall be included that the Offeror and all assigned key professional staff are properly licensed to practice in Texas.

11.2.4 Firm Qualifications and Experience

The Offeror shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on the contract is to be performed, the number and nature of the professional staff to be employed on this contract on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

If the Offeror is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified. The firm that is to serve as the principal auditor shall be noted, if applicable.

The Offeror is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific **government** engagements.

The Offeror shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Offeror shall provide information on the circumstances and status of any disciplinary

action taken or pending against the Offeror during the past three (3) years with state regulatory bodies or professional organizations.

11.2.5 Partner, Supervisory, and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including contract partners, managers, other supervisors, and specialists who would be assigned to the contract. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this contract. Indicate how the quality of staff over the term of the contract will be assured.

Contract partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Jefferson County. However, in either case, Jefferson County retains the right to approve or reject replacements.

Consultants and specialists mentioned in response to this RFP can only be changed with the express prior written permission of Jefferson County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Offeror, provided the replacements have substantially the same or better qualifications or experience.

11.2.6 Prior Contracts with Jefferson County

List separately all contracts within the last five (5) years, ranked on the basis of total staff hours, for Jefferson County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, contract partners, total hours, the location of the firm's office from which the contract was performed, and the name and telephone number of the principal client contact.

11.2.7 Similar Contracts with Other Government Entities

For the Offeror's office that will be assigned responsibility for the audit, list the most significant contracts (maximum – five (5)) performed in the last five (5) years that are similar to the contract described in this RFP. These contracts shall be ranked on the basis of total staff hours. Indicate the scope of work, date, contract partners, total hours, and the name and telephone number of the principal client contact.

11.2.8 Specific Audit Approach

Offerors will be required to provide the following information on their audit approach:

- Level of staff and number of hours to be assigned to each proposed segment of the contract.
No dollar amounts shall be included in the technical proposal.
- Sample size and the extent to which statistical sampling is to be used in the contract.
- Extent of use of EDP software in the contract.
- Type and extent of analytical procedures to be used in the contract.
- Approach to be taken to gain and document an understanding of Jefferson County's internal control structure.

- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.

11.2.9 Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the Offeror's approach to resolving these problems, and any special assistance that will be requested from Jefferson County.

No dollar amounts shall be included in the technical proposal.

11.3 Sealed Dollar Cost Bid

11.3.1 Total, All-Inclusive, Maximum Price

11.3.1.1 The sealed dollar cost bid shall contain all pricing information relative to performing the audit engagement as described in this RFP. The total, all-inclusive, maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.

11.3.1.2 Jefferson County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the seal dollar cost bid. Such costs shall not be included in the proposal.

11.3.1.3 The first page of the sealed dollar cost bid shall include the following information:

- Name of firm.
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with Jefferson County.
- A total, all-inclusive, maximum price for the 2014 engagement.

11.3.2 Rates by Partner, Specialist, Supervisory, and Staff Level Times Hours Anticipated for Each

The second page of the sealed dollar cost bid shall include a schedule of professional fees and expenses, presented in the format provided in Exhibit D, which supports the total, all-inclusive, maximum price.

11.3.3 Out-of-Pocket Expenses Included in the Total, All-Inclusive, Maximum Price and Reimbursement Rates

11.3.3.1 Out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will be reimbursed at the rates used by Jefferson County for its employees. All estimated out-of-pocket expenses to be reimbursed shall be presented on the second page of the sealed dollar cost bid in the format provided in Exhibit D. All expense reimbursements will be charged against the total, all-inclusive, maximum price submitted by the Offeror.

11.3.3.2 In addition, a statement must be included in the sealed dollar cost bid stating the firm will accept reimbursement for travel, lodging, and subsistence at the prevailing Jefferson County rates for its employees.

11.3.4 Rates for Additional Professional Services

If it shall become necessary for Jefferson County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if

set forth in an addendum to the contract between Jefferson County and the Contractor. Any such additional work agreed to between Jefferson County and the Contractor shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

11.3.5 Manner of Payment

Progress payments shall be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the Contractor's dollar cost bid proposal. Interim billing shall cover a period of not less than one (1) calendar month.

12. Evaluation Procedures

12.1 Audit Committee

Proposals submitted will be evaluated by an Audit Committee selected by Commissioners' Court.

12.2 Review of Proposals

12.2.1 The Audit Committee will use a point formula during the review process to score proposals. The full Audit Committee will score each technical proposal by each of the criteria described in Sections 12.3.2 through 12.3.4 below. Offerors with an unacceptably low score will be eliminated from further consideration.

12.2.2 After the technical score for each Offeror has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the Offeror offering the lowest total, all-inclusive, maximum price. Appropriate fractional scores will be assigned to other Offerors.

12.2.3 Jefferson County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

12.3 Evaluation Criteria

12.3.1 Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. Section 11.3.2 through 11.3.4 represent the principal selection criteria to be considered during the evaluation process.

12.3.2 Mandatory Elements (Maximum Points: 10)

- The Offeror is independent and licensed to practice in Texas.
- The Offeror has no conflict of interest with regard to any other work performed by the Offeror for Jefferson County.
- The Offeror adhered to the instructions in this RFP on preparing and submitting the proposal.
- The Offeror submitted a copy of its last external quality control review report, which shows that the firm has a record of quality audit work.

12.3.3 Technical Qualifications (Maximum Points: 70)

- Expertise and Experience
 - The Offeror's past experience and performance on comparable government contracts.
 - The quality of the Offeror's professional personnel to be assigned to the contract and the quality of the Offeror's management support personnel to be available for technical consultation.
- Audit Approach
 - Adequacy of proposed staffing plan for various segments of the engagement.
 - Adequacy of sampling techniques.
 - Adequacy of analytical procedures.

12.3.3 Price (Maximum Points: 20)

Cost will not be the primary factor in the selection of an audit firm.

12.4 Oral Presentation

During the evaluation process, the Audit Committee may, at its discretion, request any one or all Offerors to make oral presentations. Such presentations will provide Offerors with an opportunity to answer any questions the Audit Committee may have on a Offeror's proposal. Not all Offerors may be asked to make such oral presentations.

12.5 Final Selection

11.4.1 Jefferson County Commissioners' Court will select a Contractor based upon the recommendation of the Audit Committee.

11.4.2 It is anticipated that a Contractor will be selected by July 21, 2014. Following notification of the firm selected, it is expected that a contract will be executed between both parties by July 28, 2014.

12.5 Right to Reject Proposals

11.5.1 Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the Contractor selected.

11.5.2 Jefferson County Commissioners' Court reserves the right without prejudice to reject any or all proposals.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Must Return This Page With Offer

Signature Page

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

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

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

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

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

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

Bidder Must Return This Page With Offer

Conflict of Interest Questionnaire

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

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CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ Page 2
For vendor or other person doing business with local government entity	
<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 & 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>	
6. Describe any other affiliation or business relationship that might cause a conflict of interest.	
7.	
<hr style="width: 50%; margin: 0 auto;"/> Signature of person doing business with the governmental entity	<hr style="width: 50%; margin: 0 auto;"/> Date

Bidder Must Return This Page With Offer

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

- | | | | | |
|--------------------------|-----|--------------------------|----|---|
| <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. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized
Representative

Signature

Title

Date

Bidder Must Return This Page With Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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 _____, 2014.

Notary Public in and for
the State of _____

Bidder Must Return This Page With Offer

EXHIBIT A

SCOPE OF SERVICES

(Provide Scope of Services)

EXHIBIT B

PROPOSER WARRANTIES

1. Proposer warrants that it is willing and able to comply with State of Texas laws.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of Jefferson County.
4. Proposer warrants that all information provided by it in connection with this proposal is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

(Specify all equipment and facilities to be provided or made available by County,
and other County obligations.)

EXHIBIT D

FORMAT FOR SCHEDULE FOR PROFESSIONAL FEES AND EXPENSES TO SUPPORT THE TOTAL, ALL-INCLUSIVE, MAXIMUM PRICE

Schedule of Professional Fees and Expenses for the Audit of the FY 2014 Financial Statements

	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners	\$	\$	\$	\$
Managers	\$	\$	\$	\$
Supervisory Staff	\$	\$	\$	\$
Staff	\$	\$	\$	\$
Other (specify)	\$	\$	\$	\$
Subtotal				\$
Total for services described in Section 6 of the RFP (detail on subsequent pages)				\$
Out-of-pocket expenses				\$
Meals and lodging				\$
Transportation				\$
Other (specify)				\$
Total, all-inclusive, maximum price for FY 2014 Audit				\$

ATTACHMENT 1: Single Audit Report (Fiscal Year 2013)

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

**For Fiscal Year
September 30, 2013**

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

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SEPTEMBER 30, 2013

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PATTILLO, BROWN & HILL, L.L.P.
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
 REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
 FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
 AUDITING STANDARDS***

To the Honorable County Judge
 and Commissioners Court
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas ("the County"), as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 31, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 31, 2014



PATTILLO, BROWN & HILL, L.L.P.
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
 FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
 OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Honorable County Judge
 and Commissioners' Court
 Jefferson County, Texas

Report on Compliance for Each Major Federal Program

We have audited Jefferson County, Texas' ("the County") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended September 30, 2013. The County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs for the year ended September 30, 2013.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated March 31, 2014, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures,

including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 31, 2014

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JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED SEPTEMBER 30, 2013

<u>Federal Grantor/Pass-through Grantor/ Program Title</u>	<u>Federal CFDA Number</u>	<u>Grantor's ID Number</u>	<u>Federal Expenditures</u>
<u>U. S. Department of Agriculture</u>			
Passed through the Texas Department of Agriculture			
Summer Food Service Program	10.559	123-1007	2,640
Total Passed through the Texas Department of Agriculture			<u>2,640</u>
Total U. S. Department of Agriculture			<u>2,640</u>
<u>U. S. Department of Housing and Urban Development</u>			
Passed through the Texas General Land Office			
Community Development Block Grants/States Program - Ike	14.228	DRS-010219	2,720,277
Cheek Step Sewer Improvement	14.228	GLO-711281	<u>35,500</u>
Total Passed through the Texas General Land Office			<u>2,755,777</u>
Total U. S. Department of Housing and Urban Development			<u>2,755,777</u>
<u>U. S. Department of the Interior</u>			
Passed through Bureau of Ocean Energy Management, Regulation and Enforcement			
Coastal Impact Assistance Program - Admin	15.426	M11AF00076	<u>1,920</u>
Total Passed through Bureau of Ocean Energy Management, Regulation and Enforcement			<u>1,920</u>
Passed through U.S. Fish and Wildlife Service			
Coastal Impact Assistance	15.668	F12AF70144	1,081,296
Coastal Impact Assistance	15.668	F12AF01207	<u>88,302</u>
Total Passed through U.S. Fish and Wildlife Service			<u>1,169,598</u>
Total U. S. Department of the Interior			<u>1,171,518</u>
<u>U. S. Department of Justice</u>			
Passed through the City of Beaumont			
Edward Byrne Memorial Formula Grant Program	16.579	2010DJBX0139	1,092
Edward Byrne Memorial Formula Grant Program	16.579	2011DJBX3245	20,090
Edward Byrne Memorial Formula Grant Program	16.579	2012DJBX0253	<u>15,388</u>
Total Passed through the City of Beaumont			<u>36,570</u>

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED SEPTEMBER 30, 2013

<u>Federal Grantor/Pass-through Grantor/ Program Title</u>	<u>Federal CFDA Number</u>	<u>Grantor's ID Number</u>	<u>Federal Expenditures</u>
<u>U. S. Department of Justice</u>			
Passed through the Office of Attorney General			
Project Safe Neighborhoods	16.609	2011-GPBX-0051	19,045
Total Passed through the Office of Attorney General			<u>19,045</u>
Passed through the Office of the Governor, Criminal Justice Division			
Violence Against Women Formula Grants	16.588	13466-15	71,711
Violence Against Women Formula Grants	16.588	13466-16	8,625
Total Program 16.588			<u>80,336</u>
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-04	45,838
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-05	4,162
Total Program 16.575			<u>50,000</u>
Juvenile Accountability Block Grants	16.523	17327-08	19,201
Juvenile Accountability Block Grants	16.523	17327-09	1,051
Total Program 16.523			<u>20,252</u>
Paul Coverdell Forensic Sciences Improvement Grant Program	16.742	18129-03	24,351
Total Passed through the Office of the Governor, Criminal Justice Division			<u>174,939</u>
Direct Program			
State Criminal Alien Assistance Program (SCAAP)	16.606	2010APBX0304	6,057
State Criminal Alien Assistance Program (SCAAP)	16.606	2011APBX0305	15,751
Total Program 16.606			<u>21,808</u>
Total U. S. Department of Justice			<u>252,362</u>

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures
<u>U. S. Department of Transportation</u>			
Passed through Federal Aviation Administration			
Rehabilitation of the North General Aviation Apron, Wildlife Hazard Assessment, Airfield Approach/Geometry Study, Acquisition of Airfield Sweeper, and Environmental Assessment for West Ditch	20.106	3-48-0018-027-2010	2,865
Design Only of Runway Safety Area Improvements, New Electrical Vault, Taxiway D Replacement, Airport Operating Area Security Improvements, and Update Airport Layout	20.106	3-48-0018-029-2012	<u>993,308</u>
Total Passed through Federal Aviation Administration			<u>996,173</u>
Passed through Texas Department of Transportation			
Click it or Ticket	20.601	2013-JeffersonCoSO-S-CIOT-26	5,464
Violent Offender Task Force	20.601	2013-JLEOTFS4-25302-TFO	11,954
Selective Traffic Enforcement Program - Impaired Driver Mobilization	20.601	2014-Jefferson-S-IYG-0073	<u>369</u>
Total Passed through Texas Department of Transportation			<u>17,787</u>
Total U. S. Department of Transportation			<u>1,013,960</u>
<u>U. S. Election Commission</u>			
Passed through Texas Secretary of State			
Help America Vote Act Requirements Payments - General HAVA Compliance/Voting System Replacement	90.401	N/A	<u>75,325</u>
Total Passed through the Texas Secretary of State			<u>75,325</u>
Total U. S. Election Commission			<u>75,325</u>
<u>U. S. Department of Health and Human Services</u>			
Passed through Texas Department of Family & Protective Services			
Children's Justice Grants to State - Family Group Conferencing	93.643	23362284	-
Foster Care - Title IV-E Child Welfare Services	93.658	23939002	48,817
Foster Care - Title IV-E Legal Services	93.658	23939003	<u>47,683</u>
Total Passed through Texas Department of Family & Protective Services			<u>96,500</u>

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures
<u>U. S. Department of Health and Human Services</u>			
Passed through Texas Juvenile Probation Commission			
Foster Care - Title IV-E - Reimbursement Program	93.658	TJPC-E-2012-123	<u>8,789</u>
Total Passed through Texas Juvenile Probation Commission			<u>8,789</u>
Passed through Texas Department of State Health Services			
Cooperative Agreements for State-Based Diabetes Control Programs and Evaluation of Surveillance Systems	93.988	DIAB/CDSP 2012-040780-001	<u>23,246</u>
Total Passed through Texas Department of State Health Services			<u>23,246</u>
Total U. S. Department of Health and Human Services			<u>128,535</u>
<u>Office of National Drug Control Policy</u>			
Direct Program			
High Intensity Drug Trafficking Area	95.001	G12HN0010A - DHE	<u>34,813</u>
Total Office of National Drug Control Policy			<u>34,813</u>
<u>U. S. Department of Homeland Security</u>			
Passed through the Texas Division of Emergency Management			
Homeland Security Grant Program - 2011 SHSP	97.073	EMW-2011-SS-00019	17,127
Homeland Security Grant Program - 2011 SHSP LEAP	97.073	EMW-2011-SS-00019	9,956
Homeland Security Grant Program - 2012 SHSP	97.073	EMW-2012-SS-00018-S01	<u>25,141</u>
Total Program 97.073			<u>52,224</u>
<u>U. S. Department of Homeland Security</u>			
Passed through the Texas Division of Emergency Management			
Hazard Mitigation Grant DR 1791-001/004	97.039	FEMA-1791-DR-001/004	1,630
Emergency Management Performance Grant	97.042	12TX-EMPG-0389	<u>29,481</u>
Total Passed through the Texas Division of Emergency Management			<u>83,335</u>

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures
<u>U. S. Department of Homeland Security</u>			
Direct Programs			
ARRA Port Security Grant	97.116	2009PUR10410	984,375
2008 Port Security Grant	97.056	2008-GB-T8-K007	1,366,257
2009 Port Security Grant	97.056	2009-PU-T9-K002	2,945,042
2010 Port Security Grant	97.056	2010-PU-T0-K040	2,927,008
2011 Port Security Grant	97.056	EMW2011PUK00134	1,537,383
2012 Port Security Grant	97.056	EMW2012PU00156	<u>83,876</u>
Total Direct Programs			<u>9,843,941</u>
Total U. S. Department of Homeland Security			<u>9,927,276</u>
Total Expenditures of Federal Awards			<u><u>15,362,206</u></u>

JEFFERSON COUNTY, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

SEPTEMBER 30, 2013

1. The County utilizes the fund types specified in the Resource Guide.

Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Capital Projects Funds are used to account for all resources used for the acquisition or construction of capital facilities. Federal and state financial assistance generally is accounted for in a Special Revenue Fund. GASB Statement No. 54 allows grants used for the construction or acquisition of capital assets to be accounted for in the Capital Projects Funds. Generally, used balances are returned to the grantor at the close of specified project periods.

2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and private purpose trust fund types are accounted for using a current financial resources measurement focus. All federal grant funds were accounted for in the Special Revenue Fund, a component of the governmental fund type, with the exception of the Office of Rural Affairs grants, which are recorded in Capital Projects Funds, due to the implementation of GASB Statement 54. Capital Projects Funds also are a component of the government fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental funds, the private purpose trust funds, and agency funds. This basis of accounting recognizes revenue in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Federal grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as deferred revenues until earned.

3. The period of availability for federal grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal project period, extended 30 days beyond the federal project period ending date, in accordance with provisions in Section H. Period of Availability of Federal Funds, Part 3, OMB Circular A-133 Compliance Supplement updated as of June 2013.

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2013

Summary of Auditors' Results

Financial Statements:

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None

Federal Awards:

Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None

Type of auditors' report issued on compliance for major programs	Unmodified
--	------------

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	None
--	------

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster:</u>
15.426, 15.668	Coastal Impact Assistance
14.228	Community Development Block Grant
97.116 ARRA, 97.056	Port Security Grant

Dollar threshold used to distinguish between type A and type B programs	\$460,866
---	-----------

Auditee qualified as low-risk auditee?	No
--	----

Findings Relating to the Financial Statements Which Are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal Awards

None

JEFFERSON COUNTY, TEXAS
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

Findings and Questioned Costs for Federal Awards

<u>Item 2012 – 1:</u>	Port Security Program – Sub-recipient Monitoring
<u>Condition:</u>	The County did not properly perform sub-recipient monitoring of the Sub- recipient’s administration of Davis-Bacon Act for the Port Security Program.
<u>Criteria:</u>	The County receives grant funds for the Federal Port Security Grant. The County in turn sends that money to sub-recipient’s to administer the program. The grant agreement states that the County is required to monitor the sub-recipient’s administration of Davis-Bacon Act for the Port Security Grant Program.
<u>Effect:</u>	The County is not certain that the Port Security Program plan was administered properly by the sub-recipients.
<u>Cause:</u>	The County did not properly monitor the Port Security Grant Program for sub-recipient compliance with the Davis-Bacon Act.
<u>Current Status:</u>	This matter has been resolved.

JEFFERSON COUNTY, TEXAS

SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2013

Item 2012 – 2:

Port Security Program – FFATA

Condition:

The County did not comply with the FFATA reporting requirements for the Port Security Program. The county did not report such awards subject to FFATA and lacks controls to determine when the FFATA report requirements are applicable.

Criteria:

The Federal Funding Accountability and Transparency Act (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. FFATA prescribes specific pieces of information to be reported. For grants and cooperative agreements, the effective date is October 1, 2010 for all discretionary and mandatory awards equal to or exceeding \$25,000 made with a new Federal Assistance Identification Number (FAIN) on or after that date.

Once the requirement applies, the recipient must report, for any subaward under the award with a value of \$25,000 or more, each obligating action of \$25,000 or more in Federal Funds. Recipients are not required to report on subawards made on or after October 1, 2010 that use funds awarded prior to that date.

For contracts, implementation was phased in based on their total dollar value. Based on the FAR interim final rule, FFATA reporting is required for:

- Starting March 1, 2011, any newly awarded subcontract of \$25,000 or more must be reported if the value of the Federal prime contract award under which that subcontract was awarded was \$25,000 or more.

Grant and cooperative agreement recipients and contractors are required to register in the Federal Funding Accountability and Transparency Subaward Reporting System (FSRS) and report subaward data through FSRS. To do so, they are first required to register in Central Contractor Registration (CCR) and actively maintain the registration.

Grant and cooperative agreement recipients and contractors must report information related to a subaward by the end of the month following the month in which the subaward or obligation of \$25,000 or greater was made, and for contracts, the month in which the modification was issued that changed previously reported information.

JEFFERSON COUNTY, TEXAS
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

Item 2012 – 2:

Port Security Program – FFATA

Effect:

The County was not aware of the reporting requirements for FFATA, as applicable to the Port Security Program, resulting in noncompliance with those reporting requirements.

Cause:

The County was not aware that for audits of fiscal years ending on or after June 30, 2011 reporting requirements of the FFATA are applicable to the Port Security program. The county did not note the program requirement and did not take action to be in compliance with the reporting requirements.

Current Status:

This matter has been resolved.

CONTRACT RENEWAL FOR RFP 10-066/KJS
LEASE OF THE JEFFERSON COUNTY DOWNTOWN JAIL FACILITY

The County entered into a contract with LaSalle Southwest Corrections for three (3) years, from June 28, 2011 to June 27, 2014.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from June 27, 2014 to June 26, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
LaSalle Southwest Corrections



(Name)

THE  COMPANIES
CONTRACT

Beaumont
P.O. Box 21580
Beaumont TX 77720
PHONE: (409)842-4881
FAX: (409)842-5075

Date: 5/12/2014
New/Renewal: **NEW**

Contract No. **2170674**

Customer Name: **JEFF COUNTY OFF OF EMERGENCY
MGMT/LEPC**
Street Address:
Mailing Address: **1149 PEARL ST., 1ST FLOOR**
City: **BEAUMONT** St: **TX** Zip: **77701-3638**
Phone: **(409)835-8757** Fax: **(409)835-8756**
Total Camp. Invest.: **\$12,000.00**

Advertiser: **JEFFERSON COUNTY EMERGENCY
MANAGEMENT**
Cust A/C #: **507100-1** Nat'l/Local: **LD**
Term: **16 WEEKS** Service Date: **6/16/2014**
Contact Person: **Greg Fountain**
Campaign:
Email: **gfountain@co.jefferson.tx.us**

DigitalBulletins Seq # 1

Company #: 48 Investment Per Billing Period: \$3,000.00 Market: BEAUMONT Market Code: 2
Local AE: JLP2167-Joanna Pedigo Alt. AE: PO #:
Design: Imprint:
Guaranteed Spots Per Day: 5328 No. of Displays: 4

Panel	Market	Location	Size	Slots	Service Dates	# Billing Periods	Invest Per Billing Period
2302	BEAUMONT	EASTEX FRWY @ CROW RD E/S	14' 0" X 48' 0"		06/16/14-10/05/14	4	\$0.00
5023	BEAUMONT	HWY 69 S @ TWIN CITY	14' 0" X 48' 0"		06/16/14-10/05/14	4	\$3000.00
5192	BEAUMONT	I-10 BTW CORLEY & WASHINGTON	14' 0" X 48' 0"		06/16/14-10/05/14	4	\$0.00
22272	BEAUMONT	DOWLEN RD @ OLD DOWLEN RD	10' 6" X 36' 0"		06/16/14-10/05/14	4	\$0.00

DigitalPosters Seq # 2

Company #: 48 Investment Per Billing Period: \$0.00 Market: BEAUMONT Market Code: 2
Local AE: JLP2167-Joanna Pedigo Alt. AE: PO #:
Design: Imprint:
Guaranteed Spots Per Day: 2664 No. of Displays: 2

Panel	Market	Location	Size	Slots	Service Dates	# Billing Periods	Invest Per Billing Period
5172	BEAUMONT	CARDINAL DR W/O WARREN N/S F/E	10' 0" X 21' 0"		06/16/14-10/05/14	4	\$0.00
5602	BEAUMONT	EASTEX FRWY 500 S/O BROADOAK	11' 0" X 23' 0"		06/16/14-10/05/14	4	\$0.00

Investment Schedule

Year	Period	Total Investment
2014	6/16-7/13	\$3,000.00
	7/14-8/10	\$3,000.00
	8/11-9/7	\$3,000.00
	9/8-10/5	\$3,000.00

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INITIALS: _____

2170674 CUST 507100

The terms on all pages are part of this contract.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the

ADVERTISER of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

BY: _____
ACCOUNT EXECUTIVE

JEFF COUNTY OFF OF EMERGENCY MGMT/LEPC

CUSTOMER/ADVERTISER
DATE: _____

COMPANY: Beaumont

BY: _____
(signature above)

CUSTOMER/ADVERTISER SIGNED BY:
(print name above)

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DATE: _____

THE LAMAR COMPANIES
BY: _____
GENERAL MANAGER: GEORGE CRAWFORD

STANDARD CONDITIONS

I. General Conditions

- On initial installation, if Lamar and/or Lamar Transit Authority (LTA) is requested by Advertiser to submit art work, then art work submitted by Lamar and/or LTA shall be approved or substitute art work shall be furnished by Advertiser within ten (10) days after submission. In the case of default in furnishing or approval of art work by Advertiser, then the date of installation posting for purposes of commencement of the first invoice shall be deemed to occur on the date on which the various spaces are available for service.
- Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.
- Upon completion and installation of initial posting, or upon the circumstances described in paragraph 1 regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of the posting will be sent with the initial invoice. The first invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the billing period in which the invoice is rendered, and subsequent invoices shall be rendered in advance on the first of each successive billing period. Each invoice will cover the billing period following commencement of posting or date of installation ; or following the circumstances described in paragraph 1 above regarding default . All prorated invoices and credits will be computed on the basis of a four week billing period.
- If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including illumination, buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of Lamar, and unless same is promptly paid, Lamar may, at its option, discontinue without notice the outdoor or transit advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1½% per month. In addition, Advertiser shall pay Lamar all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00, whichever is greater, and all reasonable collection agency fees.
- This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

II. Poster Conditions

- Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
- Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the

INITIALS: _____

2170674 CUST 507100

contract for any reason, at any time.

3. Net cash payment is required thirty (30) days after the date of billing.
4. If a location should be lost during the period of display for any reason, a poster location of equal advertising value will be substituted or credit issued for loss of service. Should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m.
5. All contracts are non-cancelable by Advertiser.
6. The Advertiser is responsible for producing and shipping, and all costs involved in the event posters do not reach Lamar by the established posting dates. Lamar must charge for the full period of time beginning with the dates booked. To assure the single sheet posters have sufficient weight and strength and the necessary opacity to prevent the "show through" of previously posted copy, the recommended specification is a minimum weight of 2.9 ounce gray backed Polyethylene material. This material must be finished with pockets to accommodate the Lamar posting system and must come with a 60 day warranty against fading and tearing.
7. A leeway of five (5) working days from the accepted posting date is required to complete the posting of any display. Single Sheet Posters should be shipped in time to arrive at least ten (10) days prior to the accepted posting date.
8. Should the Advertiser and/or Advertising Agency fail to provide Lamar with the necessary posting instructions in writing at least ten (10) days prior to any scheduled posting date, any costs which arise due to loss of space or replacement of poster elements shall be the exclusive responsibility of the Advertiser and/or Advertising Agency.
9. If during the contract period of the display, Advertiser requests a change in the copy or the posting of overlays or additional sheets, the minimum charge for such work is \$35 per stop. If the original posting included overlays, no charge will be made. The minimum charge for reposting an entire poster is \$50. Advertisers are entitled to one posting of their showing during each 30-day period. Unused postings may not be carried forward and credit for them will not be issued.
10. Poster display of one, two, or three week duration may be purchased, subject to space availability. Rates at month prices are as follows: One Week Display - 50%; Two Week Display - 70%; Three Week Display - 85%.
11. For panels or showing of less than 25 GRP's, the rate(s) will be at least 25% higher than standard showing rates, depending on location (s) and plant manager approval.

III. Bulletin Conditions

1. Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
2. Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the contract for any reason, at any time.
3. Net cash payment is required thirty (30) days after the date of billing.
4. If a location should be lost during the period of display for any reason, a bulletin location of equal advertising value will be substituted or credit issued for loss of service. Should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week advertising space billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m.
5. All contracts are non-cancelable by Advertiser.
6. Production charges are not included in the space rate, and will be determined by the degree of difficulty of the reproduction. Charges are computed on a square foot basis.
7. Approved artwork and posting instruction shall be furnished by the Advertiser sixty (60) days prior to scheduled display date.
8. Creative with mechanical, reflectors, inflatable, etc. will be quoted upon request.
9. Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. Cutouts are the property of Lamar, and the basic fabrication charge is for a maximum 12 months. Lamar will not be responsible for cutouts/extensions after 120 days of storage time.
10. Vinyl for bulletins should be supplied by the advertiser fifteen (15) working days prior to posting date.
11. Sections or vinyl will be held at customer's request upon management approval at the maximum rate of \$100 per month.
12. Leeway of five (5) working days from the accepted start date is required to complete the installation of any display. Vinyl should be shipped in time to arrive at least fifteen (15) days prior to the accepted start date.

IV. Digital Conditions

1. Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
2. Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the contract for any reason, at any time.
3. Net cash payment is required thirty (30) days after the date of billing.
4. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for loss of service.
5. All contracts are non-cancelable by Advertiser.
6. Lamar will strive to provide advertisers with 100% of the time they contract. However due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. For purposes of determining whether a credit is due pursuant to paragraph 4 above, the average number of guaranteed spots per day will be measured over the duration of the contract, e.g., during a four week contract, the available spots during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available spots, then no credit will be due.
7. Digital Art files should be supplied by the advertiser to Lamar within a reasonable amount of time before post date to allow network administrator to approve artwork and post.

8. Advertiser shall not sublet, resell, transfer, donate or assign any advertising spots without the prior written consent of Lamar.

Special Considerations:

Special Provisions:

SURETY AGREEMENT

In consideration of Lamar entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of Lamar for all sums due by Advertiser under this contract. The obligation of Surety is joint and several and in solido with Advertiser and Agent (if applicable) for the full performance of all of Advertiser's obligations under this contract or any continuation. Surety consents to all extensions. Surety waives any benefit that may allow him to limit this obligation to less than the full obligation of Advertiser. It is understood that, without this guarantee or surety agreement, Lamar would not be willing to enter this contract with Advertiser.

DATE: _____

SURETY Signature Above _____
Print Name: _____
Address: _____

THIS INFORMATION FOR OFFICE USE ONLY		
Invoice Start Date: 6/16/2014		Invoice End Date: 10/5/2014
Inv. Routing: Customer		Inv. Exception: Not Set
Product Code: 88 - Service		Split Billing: _____
Nat'l Contract No: _____	Political: _____	Co-op: _____
Multi-Mkt Selling AE: _____	P.O.P.: _____	
Sales Manager: _____		

INITIALS: _____

Digital Promotional Addendum

In this addendum prior to signing contract a minimum of (1) one copy change per month is required for an effective digital advertising campaign. Below listed by month, promotion, and design is required to be filled out prior to signing the contract. A planned promotional advertising campaign is agreed upon to ensure best results when advertising on Lamar Digital Display. Changes may be made to promotional calendar once contract is signed. Please reference "Digital Display Promotional Calendar" for suggestions on creative.

Creative Promotional Schedule

Month	Promotion	Design

Account Executive:

Customer/Advertiser:

INITIALS: _____

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee, Auditing

FROM: Commissioner Eddie Arnold, R&B Pct #1

DATE: June 5, 2014

RE: Transfer

Transfer \$23,000.00 out of acct #111-0102-431-30-79 (crushed stone) to acct #111-0109-431-60-42 (capital acct) for purchase of new truck.

Transfer \$7000.00 out of acct #111-0102-431-30-79 (crushed stone) to acct #111-0109-431-60-11 (capital acct) for purchase of new mower.

Patricia Nantz
R & B #1

CHRISTOPHER L. BATES
CONSTABLE PCT. 2
JEFFERSON COUNTY



525 LAKESHORE DRIVE
SUB-COURTHOUSE
PORT ARTHUR, TEXAS 77640
PHONE: 409-983-8335
FAX: 409-983-8320

May 28, 2014

Fran Lee
Jefferson County Auditing Department

Re: Transfer of Funds

Fran,

Please transfer \$5,800 from account #120-3066-425.60-07 to #120-3066-424.30-84. Our office needs to replace the radar and in-car video systems in our patrol vehicles. I understand it will go before Commissioner's Court.

Your help is greatly appreciated.

Thank you,

A handwritten signature in cursive script, appearing to read "Christopher Bates", followed by a horizontal line.

Christopher Bates
Constable, Pct 2

SMG OPERATIONS – FORD PARK
AUDITED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013

SMG OPERATIONS – FORD PARK**TABLE OF CONTENTS****SEPTEMBER 30, 2013**

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Statement of Revenues, Expenses and Changes in Net Position.....	4
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P A T T I L L O , B R O W N & H I L L , L . L . P .
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Management of
 SMG/Ford Park
 Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SMG Operations – Ford Park as of and for the year ended September 30, 2013, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SMG Operations – Ford Park as of September 30, 2013, and the changes in financial position and cash flows thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the operations managed by SMG Operations – Ford Park, and do not purport to, and do not, present fairly the financial position of Jefferson County, Texas, as of September 30, 2013, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Patillo, Brown & Hill, L.L.P.

Waco, Texas
March 24, 2014

SMG OPERATIONS - FORD PARK

STATEMENT OF NET POSITION

SEPTEMBER 30, 2013

ASSETS

Current assets:

Cash and investments	\$ 611,384
Accounts receivable (note 2)	109,064
Prepaid expenses	2,085
Inventory, at cost	<u>45,700</u>

Total assets	\$ <u>768,233</u>
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LIABILITIES AND NET POSITION

Current liabilities:

Accounts payable	30,024
Accrued expenses	158,922
Deferred revenue (note 3)	83,037
Customer deposits	<u>31,594</u>
Total liabilities	<u>303,577</u>

Net position:

Unrestricted	<u>464,656</u>
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Total liabilities and net position	\$ <u>768,233</u>
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The accompanying notes to the financial statements are an integral part of the statement.

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SMG OPERATIONS - FORD PARK

**STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013

OPERATING REVENUES	
Charges for services	\$ 3,560,776
Total operating revenues	<u>3,560,776</u>
OPERATING EXPENSES	
Administrative	91,602
Contracted services	10,750
Insurance	440,975
Event expenses	2,171,503
Maintenance and repairs	258,042
Management fees	126,483
Materials and supplies	82,698
Operations expenses	76,033
Salaries and benefits	1,440,931
Utilities	<u>779,112</u>
Total operating expenses	<u>5,478,129</u>
OPERATING INCOME BEFORE TRANSFERS	(1,917,353)
TRANSFERS	<u>2,046,125</u>
CHANGE IN NET POSITION	128,772
NET POSITION, BEGINNING	<u>335,884</u>
NET POSITION, ENDING	\$ <u>464,656</u>

The accompanying notes to the financial statements are an integral part of the statement.

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SMG OPERATIONS - FORD PARK

STATEMENT OF CASH FLOWS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	\$ 3,611,238
Payments to employees	(1,436,641)
Payments to suppliers	(4,015,187)
Net cash used by operating activities	<u>(1,840,590)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Transfers in	<u>2,046,125</u>
Net cash provided by noncapital financing activities	<u>2,046,125</u>
NET DECREASE IN CASH	205,535
CASH AND CASH EQUIVALENTS, BEGINNING	<u>405,849</u>
CASH AND CASH EQUIVALENTS, ENDING	<u>\$ 611,384</u>
RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES	
Operating loss	\$(1,917,353)
Net cash used by operating activities:	
Changes in assets and liabilities	
Accounts receivable	12,577
Prepaid expenses	6,692
Inventory	4,769
Customer deposits	17,344
Accounts payable	10,550
Accrued expenses	4,290
Deferred revenue	<u>20,541</u>
Total changes in assets and liabilities	<u>76,763</u>
Net cash used by operating activities	<u>\$(1,840,590)</u>

The accompanying notes to the financial statements are an integral part of the statement.

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SMG OPERATIONS – FORD PARK**NOTES TO FINANCIAL STATEMENTS****SEPTEMBER 30, 2013****I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Jefferson County, Texas (the “County”) was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners’ Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney’s office, a county sheriff’s department, juvenile probation and detention, a mosquito control, a library, and other public health and social welfare services. The following is a summary of the most significant accounting and reporting policies and practices used by the County.

A. Reporting Entity

The accompanying financial statements include only the revenue and expenditures related to operations at Ford Park managed by SMG.

B. Special Purpose Financial Statements

The County owns Ford Park, which consists of an amphitheater, arena, midway, exhibition hall, agricultural barns, and softball diamonds. The County has engaged SMG to manage, operate, and promote the facilities which comprise Ford Park. SMG is responsible for paying the operating expenses at Ford Park from revenues generated by the facilities at Ford Park. In the event operating expenses exceed operating revenues, the County is required to fund this excess.

C. Basis of Presentation – Fund Accounting

Jefferson County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

D. Basis of Accounting

The financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses when they are incurred. The operations are accounted for using a cost of service or “capital maintenance” measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the fund’s statement of net position.

E. Capital Assets

Jefferson County has decided that all the capital assets relating to Ford Park should be accounted for by the County in order to maintain proper accountability and control.

F. Statement of Cash Flows

For purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of September 30, 2013:

Billed settlement charges -	
Rent and other event expenses	\$ 115,761
Allowance	<u>(6,697)</u>
	<u>\$ 109,064</u>

III. DEFERRED REVENUE

Deferred revenue consists of income not yet earned on suites sold for Ford Park Arena, advanced ticket sales, and boxes sold for the amphitheater. It also includes deferred sponsorship income and naming rights.



PATTILLO, BROWN & HILL, L.L.P.
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

To Management of
 SMG/Ford Park
 Beaumont, Texas

We have audited the basic financial statements of SMG Operations – Ford Park (the “Park”) for the year ended September 30, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated March 24, 2014. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Park are described in Note I to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended September 30, 2013. We noted no transactions entered into by the Park during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Management utilizes industry guidelines and historical trends to make many accounting estimates. We feel estimates are reasonable for the accounting period.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit’s financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 24, 2014.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

There were no other audit findings or issues.

Significant Forthcoming Accounting Standards

Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position

Governmental Accounting Standards Board Statement No. 65 ("GASB 65"), *Items Previously Reported as Assets and Liabilities*, is effective for periods beginning after December 15, 2012. This Statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

Concepts Statement No. 4, *Elements of Financial Statements*, introduced and defined the elements included in financial statements, including deferred outflows of resources and deferred inflows of resources. In addition, Concepts Statement 4 provides that reporting a deferred outflow of resources or a deferred inflow of resources should be limited to those instances identified in authoritative pronouncements that are established after applicable due process. Prior to the issuance of this Statement, only two such pronouncements have been issued. Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, requires the reporting of a deferred outflow of resources or a deferred inflow of resources for the changes in fair value of hedging derivative instruments, and Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*, requires a deferred inflow of resources to be reported by a transferor government in a qualifying service concession arrangement. This Statement amends the financial statement element classification of certain items previously reported as assets and liabilities to be consistent with the definitions in Concepts Statement 4.

This Statement also provides other financial reporting guidance related to the impact of the financial statement elements deferred outflows of resources and deferred inflows of resources, such as changes in the determination of the major fund calculations and limiting the use of the term *deferred* in financial statement presentations.

This information is intended solely for the use of the Honorable County Judge, Commissioners' Court, and management of the County and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 24, 2014

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	361.35	394596	
TAMARA DEROUEN	300.00	394607	
WARREN'S DO-NUTS	126.69	394660	788.04**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	8.94	394559	
STAR GRAPHICS SHARP	30.12	394587	
WAUKESHA-PEARCE IND., INC.	283.42	394601	
SOUTHERN TIRE MART, LLC	178.40	394609	
SMITH MUNICIPAL SUPPLIES	928.86	394733	1,429.74**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	114.91	394521	
ENTERGY	7.12	394549	
MUNRO'S	18.45	394565	
STAR GRAPHICS SHARP	42.71	394587	183.19**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	38.70	394524	
W.W. GRAINGER, INC.	17.48	394548	
ENTERGY	16.59	394549	
MUNRO'S	34.13	394565	
STAR GRAPHICS SHARP	63.56	394587	
TRI-CON, INC.	4,890.14	394595	
MATHESON TRI-GAS	82.20	394597	
WAUKESHA-PEARCE IND., INC.	99.11	394601	
W. JEFFERSON COUNTY M.W.D.	25.13	394602	
AUTO ZONE	76.33	394605	
WINDSTREAM	45.88	394665	
BILL WILLIAMS	200.00	394672	5,589.25**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	482.95	394519	
APAC, INC. - TROTTI & THOMSOM	134.85	394521	
CHUCK'S WRECKER SERVICE	250.00	394529	
T. JOHNSON INDUSTRIES, INC.	265.00	394556	
M&D SUPPLY	348.26	394559	
MUNRO'S	72.93	394565	
OIL CITY TRACTORS, INC.	216.88	394568	
SMART'S TRUCK & TRAILER, INC.	2,820.66	394580	
TRI-CON, INC.	4,909.80	394595	
W. JEFFERSON COUNTY M.W.D.	152.40	394602	
MARTIN PRODUCT SALES LLC	21,584.09	394667	
ASCO	456.20	394719	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	86.39	394728	
SIEBEN EQUIPMENT SERVICE INC	4,812.26	394732	36,592.67**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	394587	
TRI-CITY COFFEE SERVICE	134.15	394596	
BRADLEY STAFFORD	1,292.69	394715	1,470.09**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	86.81	394531	
ENTERGY	9.59	394549	
AT&T	28.93	394583	
W. JEFFERSON COUNTY M.W.D.	50.26	394602	
AUTO ZONE	172.99	394605	
LOWE'S HOME CENTERS, INC.	66.30	394634	414.88**
GENERAL FUND			
MOTOROLA SOLUTIONS INC	590,547.85	394611	

NAME	AMOUNT	CHECK NO.	TOTAL
U S MARSHALL	113.22	394736	590,661.07*
TAX OFFICE			
OFFICE DEPOT	496.37	394567	2,050.96*
ACE IMAGEWEAR	20.69	394579	
SOUTHEAST TEXAS WATER	248.95	394582	
AT&T	100.20	394583	
STAR GRAPHICS SHARP	208.10	394587	
UNITED STATES POSTAL SERVICE	897.21	394625	
CUMMINS-ALLISON CORP	79.44	394716	
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	25.00	394523	1,543.07*
DELL MARKETING L.P.	1,278.95	394536	
STAR GRAPHICS SHARP	43.25	394587	
PRE CHECK, INC.	194.25	394618	
UNITED STATES POSTAL SERVICE	1.62	394625	
AUDITOR'S OFFICE			
STAR GRAPHICS SHARP	60.94	394587	95.80*
UNITED STATES POSTAL SERVICE	9.86	394625	
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	25.00	394685	
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	3.60	394558	1,533.13*
POSTMASTER	1,330.00	394575	
UNITED STATES POSTAL SERVICE	199.53	394625	
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	200.00	394546	822.46*
OFFICE DEPOT	364.85	394567	
STAR GRAPHICS SHARP	43.25	394587	
UNITED STATES POSTAL SERVICE	3.65	394625	
US POSTAL SERVICE	132.00	394630	
FRED JACKSON	78.71	394676	
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	394587	212.18*
UNITED STATES POSTAL SERVICE	3.40	394625	
COBRA RESOURCES, INC.	177.00	394626	
COUNTY TREASURER			
STAR GRAPHICS SHARP	43.25	394587	200.59*
UNITED STATES POSTAL SERVICE	157.34	394625	
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,024.53	394569	1,712.96*
STAR GRAPHICS SHARP	314.11	394587	
ZEE MEDICAL SERVICE	374.32	394604	
PURCHASING DEPARTMENT			
OFFICE DEPOT	50.16	394567	96.66*
STAR GRAPHICS SHARP	43.25	394587	
UNITED STATES POSTAL SERVICE	3.25	394625	
GENERAL SERVICES			
USA MOBILITY WIRELESS, INC	3.00	394512	37,141.43
JEFFERSON CTY. APPRAISAL DISTRICT	226,402.92	394554	
CASH ADVANCE ACCOUNT	25.00	394555	
OLMSTED-KIRK PAPER	338.00	394569	
TIME WARNER COMMUNICATIONS	1,913.30	394590	
INTERFACE EAP	1,701.15	394608	
MOTOROLA SOLUTIONS INC	37,141.43	394611	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	303.92	394621	
DYNAMEX INC	231.28	394725	268,060.00*
DATA PROCESSING			
USA MOBILITY WIRELESS, INC	12.06	394512	
ECP COMPUTERS	14.95	394513	
GUARDIAN FORCE	36.00	394516	
OFFICE DEPOT	52.70	394567	
STAR GRAPHICS SHARP	60.94	394587	
CDW COMPUTER CENTERS, INC.	1,607.37	394612	
TIGER DIRECT.COM	58.10	394684	
PEERNET INC	978.29	394713	2,820.41*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	394587	
CDW COMPUTER CENTERS, INC.	276.70	394612	
UNITED STATES POSTAL SERVICE	126.66	394625	433.48*
ELECTIONS DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	1,423.00	394551	
OFFICE DEPOT	45.80	394567	
STAR GRAPHICS SHARP	30.12	394587	
JASON'S DELI	218.97	394615	
VERIZON WIRELESS	4,326.76	394620	
UNITED STATES POSTAL SERVICE	22.71	394625	6,067.36*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	965.50	394528	
HERNANDEZ OFFICE SUPPLY, INC.	2,804.00	394551	
OFFICE DEPOT	1,148.32	394567	
STAR GRAPHICS SHARP	261.30	394587	
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,050.00	394594	
UNITED STATES POSTAL SERVICE	464.33	394625	
CHILD ABUSE & FORENSIC SERVICES	125.00	394632	6,818.45*
DISTRICT CLERK			
OFFICE DEPOT	174.53	394567	
STAR GRAPHICS SHARP	51.52	394587	
UNITED STATES POSTAL SERVICE	99.09	394625	325.14*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	1,400.00	394518	
DAVID W BARLOW	4,167.00	394522	
STAR GRAPHICS SHARP	31.78	394587	
TEXAS CENTER FOR JUDICIARY	160.00	394593	
RENE MULHOLLAND	2,536.55	394599	
UNITED STATES POSTAL SERVICE	2.10	394625	
RAQUEL WEST	8,334.00	394637	
JOHN STEVENS JR	60.00	394670	
JAMES R. MAKIN, P.C.	3,000.00	394700	19,691.43*
58TH DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	394587	
UNITED STATES POSTAL SERVICE	.41	394625	32.19*
60TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	394587	
UNITED STATES POSTAL SERVICE	.41	394625	30.53*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	394587	
UNITED STATES POSTAL SERVICE	.41	394625	30.53*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	31.78	394587	
UNITED STATES POSTAL SERVICE	.41	394625	
252ND DISTRICT COURT			32.19*
WILBARGER COUNTY, TEXAS - COUNTY	705.00	394514	
ALL AMERICAN MOVING & STORAGE	282.00	394515	
GAYLYN COOPER	1,600.00	394518	
DAVID W BARLOW	4,167.00	394522	
DELL MARKETING L.P.	1,278.95	394536	
TRAVIS EVANS	600.00	394540	
JIMMY D. HAMM	800.00	394550	
OFFICE DEPOT	97.07	394567	
NATHAN REYNOLDS, JR.	600.00	394577	
BRUCE N. SMITH	600.00	394581	
MIKE VAN ZANDT	8,334.00	394598	
UNITED STATES POSTAL SERVICE	84.78	394625	
SUMMER TANNER	1,329.90	394669	
JAMES R. MAKIN, P.C.	570.39	394700	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	394706	
279TH DISTRICT COURT			21,644.09*
LAIRO DOWDEN, JR.	325.00	394537	
CATHERINE BRUNEY	325.00	394553	
ANITA F. PROVO	75.00	394576	
UNITED STATES POSTAL SERVICE	.41	394625	
KIMBERLY PHELAN, P.C.	300.00	394663	
MICHAEL WALZEL	500.00	394683	
JONATHAN L. STOVALL	150.00	394697	
DON TAYLOR	49.84	394724	
317TH DISTRICT COURT			1,725.25*
TRACEY D. BURK	233.55	394527	
CASH ADVANCE ACCOUNT	509.96	394555	
ROD PAASCH	80.00	394571	
STAR GRAPHICS SHARP	31.78	394587	
UNITED STATES POSTAL SERVICE	4.58	394625	
JUSTICE COURT-PCT 1 PL 1			859.87*
STAR GRAPHICS SHARP	51.32	394587	
CLERK - SUPREME COURT OF TEXAS	235.00	394588	
UNITED STATES POSTAL SERVICE	14.62	394625	
JUSTICE COURT-PCT 1 PL 2			300.94*
STAR GRAPHICS SHARP	30.12	394587	
JUSTICE COURT-PCT 4			30.12*
STAR GRAPHICS SHARP	42.71	394587	
JUSTICE COURT-PCT 6			42.71*
STAR GRAPHICS SHARP	30.12	394587	
UNITED STATES POSTAL SERVICE	38.77	394625	
COUNTY COURT AT LAW NO.1			68.89*
STAR GRAPHICS SHARP	30.12	394587	
COUNTY COURT AT LAW NO. 2			30.12*
TRAVIS EVANS	300.00	394540	
CHARLES ROJAS	250.00	394613	
UNITED STATES POSTAL SERVICE	23.14	394625	
ALEX BILL III	250.00	394701	
COUNTY COURT AT LAW NO. 3			823.14*
DAVID W BARLOW	250.00	394522	

NAME	AMOUNT	CHECK NO.	TOTAL
JOHN E. MACEY	250.00	394560	
UNITED STATES POSTAL SERVICE	28.83	394625	
GULF COAST AUDIO	1,940.00	394642	
JAMES R. MAKIN, P.C.	250.00	394700	
			2,718.83*
COURT MASTER			
LEONARD J. GIBLIN, JR.	3,700.00	394544	
JUDGE LARRY GIST	3,134.90	394545	
HAROLD PLESSALA	4,100.00	394574	
STAR GRAPHICS SHARP	42.71	394587	
UNITED STATES POSTAL SERVICE	.81	394625	
			10,978.42*
MEDIATION CENTER			
STAR GRAPHICS SHARP	30.12	394587	
UNITED STATES POSTAL SERVICE	3.65	394625	
			33.77*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	394587	
			136.39*
SHERIFF'S DEPARTMENT			
FED EX	54.83	394541	
OFFICE DEPOT	1,943.64	394567	
AT&T	61.44	394583	
STAR GRAPHICS SHARP	279.27	394587	
WASTE MGT. GOLDEN TRIANGLE, INC.	237.11	394600	
UNITED STATES POSTAL SERVICE	898.52	394625	
FIVE STAR FEED	113.65	394646	
CODE BLUE	1,991.00	394651	
3 L PRINTING	350.00	394694	
RITA HURT	825.00	394708	
ED SMITH	67.66	394737	
			6,822.12*
CRIME LABORATORY			
FISHER SCIENTIFIC	190.20	394542	
STAR GRAPHICS SHARP	42.71	394587	
LOWE'S HOME CENTERS, INC.	169.10	394634	
SIRIUS COMPUTER SOLUTIONS INC.	1,996.69	394639	
IDENT A DRUG REFERENCE	39.00	394641	
JUSTICE TRAX INC	11,312.79	394668	
CAYMAN CHEMICAL COMPANY	239.00	394691	
SIRCHIE FINGER PRINT LABORATORIES	474.77	394699	
			14,464.26*
JAIL - NO. 2			
ENTERGY	42,582.74	394549	
HERNANDEZ OFFICE SUPPLY, INC.	4,048.58	394551	
STAR GRAPHICS SHARP	522.75	394587	
NEDERLAND HARDWARE SUPPLY	21.30	394603	
INTERCONTINENTAL JET CORP	528.67	394655	
WORLD FUEL SERVICES	561.48	394690	
LIQUID CAPITAL EXCHANGE INC	1,557.28	394703	
EPIC CARD SERVICES LLC	318.00	394711	
			50,140.80*
JUVENILE PROBATION DEPT.			
USA MOBILITY WIRELESS, INC	48.24	394512	
G. FRAN HUDGINS	964.00	394552	
ELAINE MADOLE	100.80	394561	
STAR GRAPHICS SHARP	91.06	394587	
CHERYL TARVER	156.80	394606	
UNITED STATES POSTAL SERVICE	18.57	394625	
LATRICIA COLEMAN	169.68	394636	
LATASHA DILL	90.72	394662	
SHARON STREETMAN	67.20	394664	
KESHA NIXON	180.32	394666	
NISHA AMIN	400.00	394675	
RASHUNDA FLETCHER	123.20	394677	
BRIA LYNCH	16.24	394678	

NAME	AMOUNT	CHECK NO.	TOTAL
JOHN ANDERSON	383.60	394692	
WHITNEY WOLF	165.76	394726	
JUVENILE DETENTION HOME			2,976.19*
ENTERGY	8,907.71	394549	
AT&T	680.69	394583	
OAK FARM DAIRY	255.00	394610	
FLOWERS FOODS	109.69	394649	
CVS PHARMACY	20.00	394654	
BROTHERS PRODUCE	156.91	394707	
CONSTABLE PCT 1			10,130.00*
OFFICE DEPOT	30.41	394567	
UNITED STATES POSTAL SERVICE	59.18	394625	
CONSTABLE-PCT 2			89.59*
CASH ADVANCE ACCOUNT	228.00	394555	
CONSTABLE-PCT 4			228.00*
GT DISTRIBUTORS, INC.	259.88	394543	
CONSTABLE-PCT 6			259.88*
STAR GRAPHICS SHARP	30.12	394587	
UNITED STATES POSTAL SERVICE	17.02	394625	
FRESH & CLEAN CARPET CLEANING	135.10	394730	
CONSTABLE PCT. 8			182.24*
COASTAL BUSINESS FORMS	461.40	394721	
AGRICULTURE EXTENSION SVC			461.40*
TERRIE S. LOONEY	333.20	394511	
STARLA B. GARLICK	601.10	394517	
STAR GRAPHICS SHARP	60.94	394587	
HEALTH AND WELFARE NO. 1			995.24*
USA MOBILITY WIRELESS, INC	22.85	394512	
STAR GRAPHICS SHARP	60.94	394587	
UNITED STATES POSTAL SERVICE	50.05	394625	
ESSLINE KNOX	11.20	394698	
HEALTH AND WELFARE NO. 2			145.04*
USA MOBILITY WIRELESS, INC	7.70	394512	
PHYSICIAN SALES & SERVICE, INC.	95.50	394573	
STAR GRAPHICS SHARP	73.37	394587	
NURSE PRACTITIONER			176.57*
OFFICE DEPOT	359.39	394567	
PHYSICIAN SALES & SERVICE, INC.	1,236.10	394573	
STAR GRAPHICS SHARP	30.12	394587	
RACHAEL COE	72.00	394623	
CHILD WELFARE UNIT			1,697.61*
DISA, INC.	286.00	394538	
BEAUMONT OCCUPATIONAL SERVICE, INC.	499.30	394631	
SEARS COMMERCIAL CREDIT	398.91	394633	
INDIGENT MEDICAL SERVICES			1,184.21*
CARDINAL HEALTH 110 INC	31,405.75	394723	
LAGNIAPPE PHARMACY SERVICES LLC	2,804.80	394734	
EMERGENCY MANAGEMENT			34,210.55*

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	150.00	394619	150.00*
MAINTENANCE-BEAUMONT			
BETCO SCAFFOLD CO., INC.	226.04	394526	
COBURN'S, BEAUMONT BOWIE (1)	46.97	394534	
SANITARY SUPPLY, INC.	3,543.60	394578	
ACE IMAGEWEAR	329.38	394579	
AT&T	909.57	394583	
STAR GRAPHICS SHARP	30.12	394587	
OTIS ELEVATOR COMPANY	2,756.00	394647	
CENTERPOINT ENERGY RESOURCES CORP	367.25	394656	
FIRETROL PROTECTION SYSTEMS, INC.	44.00	394681	8,252.93*
MAINTENANCE-PORT ARTHUR			
STAR GRAPHICS SHARP	61.90	394587	
TEXAS GAS SERVICE	213.67	394643	275.57*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	140.65	394532	
ACE IMAGEWEAR	55.34	394579	
AT&T	682.43	394583	
STAR GRAPHICS SHARP	31.78	394587	
W. JEFFERSON COUNTY M.W.D.	60.52	394602	970.72*
SERVICE CENTER			
KINSEL FORD, INC.	605.73	394557	
MEINEKE	17.50	394564	
PHILPOTT MOTORS, INC.	129.80	394572	
STAR GRAPHICS SHARP	30.12	394587	
TRI-CON, INC.	5,009.87	394595	
TRAILER HITCH DEPOT	475.00	394614	
PETROLEUM TRADERS CORPORATION	23,380.83	394622	
LOWE'S HOME CENTERS, INC.	75.08	394634	
PETROLEUM SOLUTIONS, INC.	117.00	394652	
BUMPER TO BUMPER	310.72	394653	
AMERICAN TIRE DISTRIBUTORS	2,898.60	394680	
INTERSTATE ALL BATTERY CENTER - BMT	532.70	394686	
UNIFIRST HOLDINGS INC	22.23	394688	
MIGHTY OF SOUTHEAST TEXAS	104.28	394705	
SPANKY'S WRECKER SERVICE INC	245.00	394710	
SILSBEE FORD INC	120.78	394727	34,075.24*
VETERANS SERVICE			
STAR GRAPHICS SHARP	74.49	394587	
UNITED STATES POSTAL SERVICE	6.35	394625	
US POSTAL SERVICE	147.00	394629	
HILARY GUEST	242.40	394640	470.24*
			1,111,021.53**
MOSQUITO CONTROL FUND			
CLARKE MOSQUITO CONTROL	38,178.00	394533	
MUNRO'S	98.95	394565	
AT&T	29.45	394583	
STAR GRAPHICS SHARP	30.12	394587	
TIME WARNER COMMUNICATIONS	67.58	394592	
PARKER LUMBER	263.97	394693	38,668.07**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	303.70	394555	303.70**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	394587	31.78**
J.C. FAMILY TREATMENT CT.			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC. STORMY G CRIBB	354.75 2,100.00	394631 394679	2,454.75**
EMPG GRANT			
SOUTHEAST TEXAS WATER VERIZON WIRELESS	32.80 180.21	394582 394619	213.01**
JUVENILE TJPC-A-2014-123			
USA MOBILITY WIRELESS, INC YOUTH ADVOCATE PROGRAM	19.76 4,075.43	394512 394673	4,095.19**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT OLMSTED-KIRK PAPER UNITED STATES POSTAL SERVICE THE CHANGE COMPANIES JCCSC MUNICIPAL SERVICES BUREAU GREGORY CLARK JR	1,075.56 676.00 89.05 991.69 464.00 30.00 99.68	394567 394569 394625 394635 394696 394717 394718	3,425.98**
JEFF. CO. WOMEN'S CENTER			
USA MOBILITY WIRELESS, INC CITY OF BEAUMONT - WATER DEPT. GOLD CREST ELECTRIC CO., INC. M&D SUPPLY KIM MCKINNEY, LPC, LMFT STAR GRAPHICS SHARP SYSCO FOOD SERVICES, INC. TIME WARNER COMMUNICATIONS TEXAS FIRE & COMMUNICATIONS BEN E KEITH FOODS ROCHESTER ARMORED CAR CO INC SECURUS TECHNOLOGIES SAM'S CLUB DIRECT	16.38 797.13 229.14 53.77 70.00 31.78 2,028.99 31.24 170.00 1,278.87 121.64 792.00 118.36	394512 394530 394547 394559 394563 394587 394589 394591 394616 394650 394695 394702 394712	5,739.30**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	47.38	394587	47.38**
DRUG DIVERSION PROGRAM			
BEAUMONT TROPHIES MARKET BASKET STAR GRAPHICS SHARP ORION HEALTHCARE TECHNOLOGY TISH JONES	58.80 62.71 47.38 3,420.00 21.28	394525 394562 394587 394659 394729	3,610.17**
JAG GRANTS			
DELL MARKETING L.P. SHI GOVERNMENT SOLUTIONS, INC.	13,049.49 3,282.00	394536 394627	16,331.49**
COUNTY CLERK - RECORD MGT			
AT&T	110.71	394583	110.71**
COUNTY RECORDS MANAGEMENT			
DELL MARKETING L.P.	2,345.86	394536	2,345.86**
DARE CONTRIBUTIONS FUND			
MURDOCK'S TROPHY SHOP	24.00	394704	24.00**
DEPUTY SHERIFF EDUCATION			
EAST TEXAS PEACE OFFICERS ASSN. CASH ADVANCE ACCOUNT TEXAS A&M ENGINEERING EXTENSION	500.00 473.00 120.00	394539 394555 394722	1,093.00**
HOTEL OCCUPANCY TAX FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
THERMACON SERVICE	475.00	394520	
CITY OF BEAUMONT - WATER DEPT.	99.10	394530	
COTTON CARGO	2,120.85	394535	
MUNRO'S	28.75	394565	
OFFICE DEPOT	70.78	394567	
TRI-CITY COFFEE SERVICE	46.50	394596	
UNITED STATES POSTAL SERVICE	3.30	394625	
CLASSIC FORMS AND PRODUCTS	891.00	394644	
SETXSOCIALCENTER.COM	150.00	394687	
BUCK SPRINGS WATER	8,971.24	394714	
DICK BLICK ART MATERIALS	297.38	394720	
CRIME LAB FUNDING CJD			13,153.90**
JUSTICE TRAX INC	4,295.97	394668	
DISTRICT CLK RECORDS MGMT			4,295.97**
STAR GRAPHICS SHARP	86.50	394587	
1957 ROAD BOND FUND			86.50**
LJA ENGINEERING INC	1,743.65	394709	
CAPITAL PROJECTS FUND			1,743.65**
OVERHEAD DOOR CO.	1,525.00	394570	
E. SULLIVAN ADVERTISING & DESIGN	28,305.58	394617	
BAILEY'S ARCHITECTS INC	45,093.23	394671	
SUREYING AND MAPPING LLC	4,673.00	394731	
AIRPORT FUND			79,596.81**
CITY OF NEDERLAND	688.02	394532	
STAR GRAPHICS SHARP	72.83	394587	
SE TX EMP. BENEFIT POOL			760.85**
STANDARD INSURANCE COMPANY	23,903.57	394661	
CHLIC-CHICAGO	59,496.96	394689	
WORKER'S COMPENSATION FD			83,400.53**
TRISTAR RISK MANAGEMENT	28,730.06	394657	
TRISTAR RISK MANAGEMENT	5,928.66	394658	
SHERIFF'S FORFEITURE FUND			34,658.72**
SPORTY'S PILOT SHOP	125.90	394584	
US POSTAL SERVICE	74.00	394628	
AERO PRODUCTS	2,043.88	394638	
SPECTROLAB, INC.	1,421.90	394645	
BUMPER TO BUMPER	75.99	394653	
CALLYO 2009 CORP	2,584.00	394735	
PAYROLL FUND			6,325.67**
JEFFERSON CTY. - FLEXIBLE SPENDING	10,657.00	394481	
CLEAT	342.00	394482	
JEFFERSON CTY. TREASURER	21,325.41	394483	
RON STADTMUELLER - CHAPTER 13	1,717.50	394484	
INTERNAL REVENUE SERVICE	150.00	394485	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,140.00	394486	
JEFFERSON CTY. COMMUNITY SUP.	9,950.34	394487	
JEFFERSON CTY. TREASURER - HEALTH	409,621.61	394488	
JEFFERSON CTY. TREASURER - GENERAL	10.00	394489	
JEFFERSON CTY. TREASURER - PAYROLL	1,569,168.45	394490	
JEFFERSON CTY. TREASURER - PAYROLL	618,145.07	394491	
MONY/MLOA	267.92	394492	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,272.42	394493	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	394494	
US DEPARTMENT OF EDUCATION	293.85	394495	
JEFFERSON CTY. TREASURER - TCDRS	589,801.62	394496	

NAME	AMOUNT	CHECK NO.	TOTAL
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,207.48	394497	
JEFFERSON COUNTY TREASURER	2,441.64	394498	
JEFFERSON COUNTY - TREASURER -	5,216.20	394499	
NECHES FEDERAL CREDIT UNION	64,657.00	394500	
JEFFERSON COUNTY - NATIONWIDE	52,185.73	394501	
TENNESSEE CHILD SUPPORT	115.38	394502	
NCO FINANCIAL SYSTEMS INC	121.97	394503	
SBA - U S DEPARTMENT OF TREASURY	168.49	394504	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	394505	
U S DEPARTMENT OF TREASURY	225.54	394506	
WILLIAM E HEITKAMP	689.00	394507	
JOHN TALTON	235.38	394508	
JEFFERSON CTY. TREASURER - PAYROLL	38,145.28	394509	
JEFFERSON CTY. TREASURER - PAYROLL	6,956.44	394510	
			3,413,384.87**
MARINE DIVISION			
THE DINGO GROUP-PETE JORGENSON MARI	468.78	394674	
KENNETH HOBBS	294.75	394682	
			763.53**
ASAP - CONSTABLE PCT 8			
JENNIFER VOGEL	62.79	394648	
			62.79**
			4,874,217.57***

JUDICIAL EDUCATION RECORD

Fiscal Year Reporting Period 9/1/2013 - 8/31/2014

Honorable Jeff Branick
 Judge
 Jefferson County
 1149 Pearl St Fl 4
 Beaumont, TX 77701-3638
 Phone: (409) 835-8466
 Fax: (409) 839-2311

Id: 217004
 Term: 1/1/2011 - 12/31/2014

Date	Description	Earned Hours
9/1/2013	Excess hours carried from 2013	9.50
3/19/2014	2014 Spring Judicial Session, Lubbock	16.00

You have met your education requirement for this reporting period. You may carry forward to the next reporting period 9.50 hours.

Judicial Education Requirements

Experienced judges are required to obtain 16.0 hours of approved judicial education for each fiscal year reporting period.

If you are EXEMPT, please disregard the above education requirement.

According to the Court of Criminal Appeals Rules of Judicial Education Rule 2 d.

"A Constitutional county judge is exempt from continuing judicial education requirement for any fiscal year for which the judge files an affidavit with the Registrar stating that the judge does not perform judicial functions."

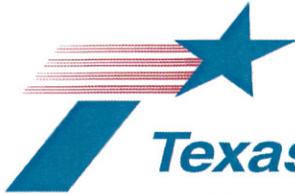
Judges claiming this exemption must submit an affidavit claiming exemption each reporting period to the Texas Association of Counties.

Judicial Education Questions

If you have questions pertaining to your judicial education records, please contact Joyce Francis at 800-456-5974.

Print Date: 05/23/2014

TEXAS ASSOCIATION *of* COUNTIES



*Receive
and file*

RECEIVED 156
MAY 30 2014

Texas Department of Transportation

8350 Eastex Freeway. • Beaumont, Texas 77708 • (409) 892-7311

May 27, 2014

The Honorable Jeff R. Branick
Jefferson County Judge
P.O. Box 4025
Beaumont, TX 77704

Re: County Transportation Infrastructure Fund Grant Program Agreement

Dear Judge Branick:

Enclosed please find one fully executed agreement for the County Transportation Infrastructure Grant Fund Program. If you have any questions, do not hesitate to call me at (409) 898-5743.

Sincerely,

Scott J. Ayres, P.E.

Scott J. Ayres, P.E.
Transportation Planning Engineer

SJA:sja

Contract # CTIF-01-124
 District # 20
 Code Chart 64 # 50124
 Project: Jefferson 2014 CTIF Award

STATE OF TEXAS §

COUNTY OF TRAVIS §

**COUNTY TRANSPORTATION
 INFRASTRUCTURE FUND GRANT AGREEMENT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Jefferson County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

- 1. Agreement Period.** This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.
- 2. Scope of Work.** The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.
- 3. List of Transportation Infrastructure Projects.** The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty (30) calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting

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 District # 20
 Code Chart 64 # 50124
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or completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. Project Sources, Uses of Funds, and Reimbursement.

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. 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.

Contract # _____ CTIF-01-124
 District # _____ 20
 Code Chart 64 # _____ 50124
 Project: _____ Jefferson 2014 CTIF Award

5. Project Responsibilities. The County is responsible for all aspects of the work constituting this Project or list of projects unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that they have complied with all program requirements and applicable federal, state, and local laws and regulations.

6. Final Inspection. The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty (30) days after the inspection is completed.

7. Right of Way and Real Property Acquisition. The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.

8. Suspension. If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

9. Termination of this Agreement. This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, unless the:

- a. Agreement is terminated in writing with the mutual consent of the parties; or
- b. Agreement is terminated because the County has breached the agreement for Failure to Comply as stated in Paragraph 16.

10. Environmental Permitting and Regulatory Issues.

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter 469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written

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certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

12. Project Maintenance. The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

13. Historically Underutilized Business (HUB) Program Requirements. The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

14. Grant Management Standards. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

15. Certification.

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

16. Failure to Comply.

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three (3) years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty (30) days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

17. Amendments. An amendment to this agreement must be in writing and executed jointly by the State and the County.

18. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

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19. Notices. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
<u>Jeff R. Branick</u>	<u>Texas Dept. of Transportation</u>
<u>County Judge</u>	<u>Director - Contract Services Office</u>
<u>P.O. Box 4025</u>	<u>125 E. 11th Street</u>
<u>Beaumont, TX 77704</u>	<u>Austin, Texas 78701-2483</u>

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

20. Legal Construction. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

21. Responsibilities of the Parties.

- a. The State and the County agree that neither 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.
- b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.
- d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.

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 Project: Jefferson 2014 CTIF Award

- e. Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.

22. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

24. Sole Agreement. This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

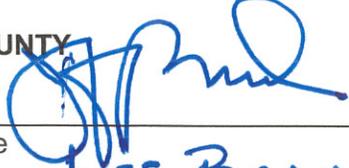
25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or their duly authorized representatives for verification, review and inspection at its office during the contract period and for three (3) years from the date the final payment is received by the County or until any impending litigation, or claims are resolved.

26. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

Contract # CTIF-01-124
District # 20
Code Chart 64 # 50124
Project: Jefferson 2014 CTIF Award

THIS AGREEMENT IS EXECUTED by the State and the County in duplicate.

THE COUNTY



Signature

JEFF BRANICK County Judge

Printed Name and Title
5.12.14

Date

THE STATE OF TEXAS



Signature

Kenneth Stewart
Interim Director of Contract Services
Texas Department of Transportation

05/21/14

Date

Contract # CTIF-01-124
District # 20
Code Chart 64 # 50124
Project: Jefferson 2014 CTIF Award

ATTACHMENT A

Resolution or Ordinance

IN THE COMMISSIONERS COURT
OF
JEFFERSON COUNTY, TEXAS

RESOLUTION AND ORDER
APPROVING THE COUNTY TRANSPORTATION
INFRASTRUCTURE FUND GRANT PROGRAM AGREEMENT,
DESIGNATING AUTHORIZED REPRESENTATIVE,
AND MAKING SPECIFIC FINDINGS
REQUIRED BY THE
TEXAS DEPARTMENT OF TRANSPORTATION

WHEREAS, Jefferson County has received a Notice of Eligible Grant Award from the Texas Department of Transportation (“TxDOT”) in the amount of \$1,140,125.00 [Grant Award]; and

WHEREAS the Commissioners Court of Jefferson County has determined that it is in the best interests of the citizens of Jefferson County to enter into an Agreement with TxDOT concerning the County Transportation Infrastructure Fund Grant Program; and

WHEREAS TxDOT has created County Transportation Infrastructure Fund Grant Program Implementation Procedures that Jefferson County is required to follow to receive the **grant** funding; and

THEREFORE, IT IS ORDERED ADJUDGED AND DECREED that Jefferson County designates JUDGE JEFFR. BRANCK as its County Representative and authorizes the County Representative to sign all project-related documents on behalf of the County, including any certifications required by the Grant Program; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Jefferson County Commissioners Court hereby approves the attached County Transportation Infrastructure Fund Grant Program Agreement (“the Agreement”) and authorizes the County Representative to execute the Agreement between Jefferson County and the Texas Department of Transportation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Jefferson County Commissioners Court hereby approves the attached revised Prioritized List of road projects to be funded with the County Transportation Infrastructure Fund Grant.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Commissioners Court of Jefferson County makes the following findings in the exercise of discretion and authority extended to said Commissioners Court by Texas Law, and such findings are made upon

due inquiry and satisfactory proof that such findings are factual and based upon commonly accepted practices and standards by Texas Counties:

IT IS THE FINDING OF THIS COMMISSIONERS COURT that the county has experience in the construction and maintenance of all county roads currently in the County road maintenance inventory, and that the county has suitable equipment, experience and personnel to properly repair such roads without the utilization of outside contractors, or, if such contractors are required in the prudent expenditure of county and grant funds, that such contractors will be selected upon demonstrated competence and the lowest and most suitable bid, if competitive bidding is required. In this regard, the County has suitable design standards, specifications and quality assurance procedures in place to assure that resulting road maintenance projects are properly constructed with suitable materials and that appropriate safety and environmental procedures will be utilized. The County Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that Jefferson County will utilize generally accepted cost accounting practices in the financial aspects of this grant administration, and that proper documentation of all expenditures will be maintained by the appropriate county officials responsible for financial aspects of the grant administration. The County Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that with the following exceptions, all road right-of-way involved in projects identified for funding under this grant is presently within the county road maintenance inventory, and no new right of way, except as noted, is required:

(If new right of way is required, please describe here, i.e. the width of the right of way to be acquired, and a legal description of the new right of way. Please note that acquisition of right of way may require legal and environmental assessment, along with care to insure that all acquisition procedures required by law are followed.)

The County Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that Jefferson County will notify all public utilities, water supply corporations, and common carriers of record of their plans to repair, renovate or construct the project roads identified in the Grant application, and will cooperate with the said utilities and common carriers for protection of

such infrastructure. It is not anticipated that any relocation of utilities will be required. The County Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT pursuant to 40 C.F.R. §1500, and specifically §1508.4 et seq, and 33 U.S.C. §1344, (f)(1)(B) and (C), county road maintenance projects are not prohibited by the National Environmental Protection Act (NEPA), nor the Water Pollution Prevention and Control Act, and that as a categorical exclusion, such projects pose no significant effect on the human or natural environment, and which this Court finds to have no such adverse impact, and therefore do not require an environmental impact assessment of the projects contemplated in this grant, in that no federal funds are being used by the County in meeting the grant requirements. The County shall comply with applicable state environmental standards, as applicable, such as 30 TAC §111.147, and as such, this finding further authorizes the County Representative to make certifications regarding compliance with environmental requirements of the Grant, which is expressly approved by this Commissioners Court.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that as a public roadway, open to all residents for use as a public road designed for vehicular traffic, as defined by statute and other applicable law, that the road projects subject to this grant are in full compliance with the Texas Accessibility Standards and the Americans with Disabilities access standards, as the same may apply, and the County Representative is hereby expressly authorized to certify to such.

Finally, **IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT** that where necessary, any materials required for the completion of this project shall be solicited by a standard that is known to be suitable for use in road construction and repair projects, and the County will require such testing as may be deemed appropriate to determine that such materials meet any applicable standards, either by specification or by direct inquiry with the provider or vendor of such materials. The County Representative is hereby expressly authorized to certify to such.

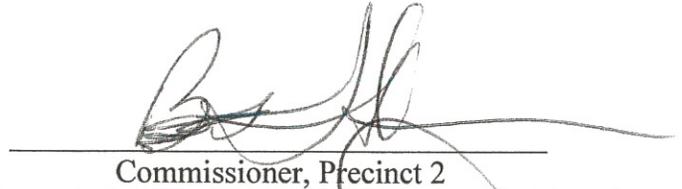
Read and Adopted this 28th day of APRIL, 2014, by a vote of 5 ayes and 0 nays.



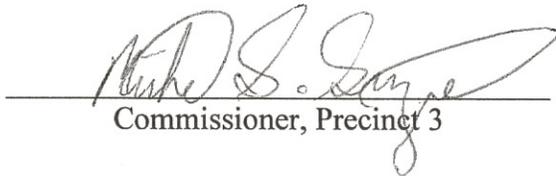
County Judge



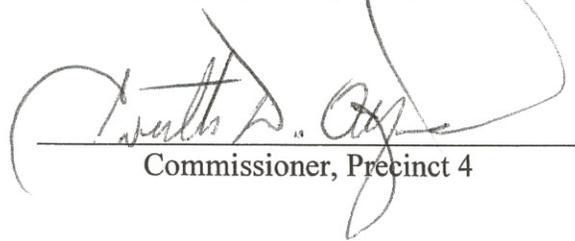
Commissioner, Precinct 1



Commissioner, Precinct 2

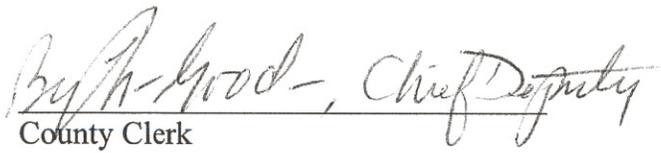


Commissioner, Precinct 3



Commissioner, Precinct 4

ATTEST:



County Clerk



Contract # CTIF-01-124
District # 20
Code Chart 64 # 50124
Project: Jefferson 2014 CTIF Award

ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of: Jefferson
Amount of Grant Funds Awarded by State: \$ 1,140,125
Minimum amount of County Matching Funds*: \$ 285,031

* The State Share will be 90% for counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

**AGENDA ITEM****June 9, 2014**

Consider, and possibly approve, a Resolution authorizing the County Judge and Patrick Swain to execute Depository/Authorized Signatories Designation Form for Texas Community Development Block Grant Program and receive and file same.(Cheek Community Project Phase 4 Contract No. 713250.)



RECEIVED
JUN 03 2014

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

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 – Service Center

MEMO

TO: Hon. Jeff Branick
County Judge

FROM: Commissioner Everett Alfred 

DATE: June 3, 2014

RE: Cheek Sewer Project Phase IV

Please place this item on the Agenda for Monday, June 9, 2014:

Consider and approve a Resolution of Jefferson County, Texas authorizing the submission of the Depository/Authorized Signatories Form from the Texas Department of Agriculture CDBG Program (Cheek Community Project Phase 4 Contract No. 713250).

Please also find attached Form A202 Depository/Authorized Signatories Designation Form for the County Judge and County Auditor to sign. This is **not** an agenda item.

Thank you.

cc: Mr. Patrick Swain, County Auditor

EA/nr

A202

**Depository/Authorized Signatories Designation Form
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM**

Grant Recipient JEFFERSON COUNTY TxCDBG Contract No. 713250

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Jeff Branick	Patrick Swain
(Name)	(Name)
County Judge	County Auditor
(Title)	(Title)
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

(Name)	(Name)
(Title)	(Title)
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Signature)	(Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.



RESOLUTION

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

**A RESOLUTION REGARDING AUTHORIZED SIGNATORIES FOR THE TEXAS
COMMUNITY DEVELOPMENT PROGRAM CONTRACT BLOCK GRANT FROM
THE OFFICE OF RURAL COMMUNITY AFFAIRS.**

A RESOLUTION OF JEFFERSON COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF THE DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM; AND AUTHORIZING County Judge Jeff Branick and County Auditor Patrick Swain TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS DEPARTMENT OF AGRICULTURE'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, Jefferson County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Jefferson County to accept funding under the CDBG Program;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Jefferson County:

1. That a Depository/Authorized Signatories Designation Form is hereby authorized to be filed on behalf of the County to the Texas Department of Agriculture.
2. That Jefferson County directs and designates Judge Jeff Branick and County Auditor Patrick Swain as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this form and the County's participation in the Community Development Block Grant Program.

SIGNED this _____ day of _____, 2014.

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

**AGENDA ITEM****June 9, 2014**

Consider, possibly approve a Resolution for Jefferson County to transfer to the West Jefferson County Municipal Water District to assets constructed with Texas Community Development Grant funds for Hurricane Disaster Recovery.



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

West Jefferson County Municipal Water District Assets

BE IT RESOLVED that Jefferson County certifies that it applied for and received grant funds for disaster recovery from the Texas Community Development Block Grant Program to be administered by the County ; and

WHEREAS, the Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate these grant funds; and

WHEREAS, these grant funds were utilized by the West Jefferson County Municipal Water District to construct a new water tank, approximately 36,000feet of new water lines and related new infrastructure and which are described on Exhibit "A" (attached and incorporated herein) within their district to facilitate this recovery program; and

WHEREAS, it was always the intention of Jefferson County and West Jefferson County MWD (the District) that the District would own, manage and maintain this new infrastructure for the District; and

WHEREAS, it is necessary that the Commissioners Court now formally transfer this new infrastructure to the District to be included in their inventory.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby transfer all interest in and to the new water tank, water lines and related infrastructure which were constructed, within the District with grant funds administered by the County, to the West Jefferson County Municipal Water District to be hereafter owned and maintained by the District.

Signed this ____ of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Hamshire Project - EXHIBIT "A"

Short prices to connect,
If you want, add to
the 10" number or call
out 30' of 18"

MONTHLY PAY ESTIMATE

JEFFERSON COUNTY
HAMSHIRE WATERLINE, WEST JEFFERSON COUNTY M.W.D.
Work Order # 10902-1,4-P, Job No. 110-38A

10" or 10" waterline
installed - sum of all 3 items
33474 feet

Total new
5" waterline
installed

DATE: February 14, 2013

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	WORK DONE PREVIOUSLY	WORK DONE THIS ESTIMATE	WORK DONE TO DATE	TOTAL THIS PERIOD	TOTAL TO DATE
1	12" PVC WATERLINE SDR-26 CLASS-160 INCLUDING TRENCH SAFETY SYSTEM CUT O' - 5'	L.F.	20	21.70	20.00		20.00	\$ 434.00	\$ 434.00
**2	10" PVC WATERLINE SDR-26 CLASS-160 INCLUDING TRENCH SAFETY SYSTEM CUT O' - 5'	L.F.	32,176	14.70	32,176.00		32,176.00	\$ 472,987.20	\$ 472,987.20
3	6" PVC WATERLINE SDR-26 CLASS-160 INCLUDING TRENCH SAFETY SYSTEM CUT O' - 5'	L.F.	1,180	10.06	1,180.00		1,180.00	\$ 11,870.80	\$ 11,870.80
**4	2" PVC WATERLINE SDR-26 CLASS-160 INCLUDING TRENCH SAFETY SYSTEM CUT O' - 5'	L.F.	0	7.20	-		-	\$ -	\$ -
*5	DIRECTIONAL BORE AT DD #6 LATERAL 503 CROSSING AND SECTION 404 WETLANDS; FOR 12" WATERLINE INCLUDING "FRENCH SAFETY", 12" HDPE DR-11 PIPE AND TRANSITION COUPLINGS	L.F.	428	79.00	428.00		428.00	\$ 33,817.60	\$ 33,817.60
*6	DIRECTIONAL BORE AT NORTH FORK TAYLORS BAYOU CROSSING; FOR 12" WATERLINE INCLUDING "FRENCH SAFETY", 12" HDPE DR-11 PIPE AND TRANSITION COUPLINGS	L.F.	869.58	114.70	869.58		869.58	\$ 99,132.22	\$ 99,132.22
*7	DIRECTIONAL BORE AT SOUTH FORK TAYLORS BAYOU CROSSING; FOR 12" WATERLINE INCLUDING "FRENCH SAFETY", 12" HDPE DR-11 PIPE AND TRANSITION COUPLINGS	L.F.	280	98.50	280.00		280.00	\$ 27,580.00	\$ 27,580.00
*8	ROADWAY/DRIVEWAY BORE FOR 6" WATERLINE ROADWAY/DRIVEWAY BORE AND CASE FOR 6" WATERLINE	L.F.	42	70.00	42.00		42.00	\$ 2,940.00	\$ 2,940.00
*10	ROADWAY/DRIVEWAY BORE FOR 10" WATERLINE ROADWAY BORE & CASING FOR 10" WATERLINE	L.F.	726	40.00	726.00		726.00	\$ 29,040.00	\$ 29,040.00
*11	12" D.I./M.J. PLUG RESTRAIN W/ "MEGA-LUGS"	E.A.	336	44.00	336.00		336.00	\$ 14,784.00	\$ 14,784.00
12	12" D.I./M.J. PLUG RESTRAIN W/ "MEGA-LUGS"	E.A.	1	190.00	1.00		1.00	\$ 190.00	\$ 190.00
13	10" D.I./M.J. PLUG RESTRAIN W/ "MEGA-LUGS"	E.A.	3	190.00	3.00		3.00	\$ 570.00	\$ 570.00
14	6" D.I./M.J. PLUG RESTRAIN W/ "MEGA-LUGS"	E.A.	1	121.00	1.00		1.00	\$ 121.00	\$ 121.00
15	10" D.I./M.J. PLUG TAPPED 3" RESTRAIN W/ "MEGA-LUGS"	E.A.	2	285.00	2.00		2.00	\$ 570.00	\$ 570.00
16	12" x 12" D.I./M.J. TEE RESTRAIN W/ "MEGA-LUGS"	E.A.	1	585.00	1.00		1.00	\$ 585.00	\$ 585.00
17	10" x 10" D.I./M.J. TEE RESTRAIN W/ "MEGA-LUGS"	E.A.	5	500.00	5.00		5.00	\$ 2,500.00	\$ 2,500.00
*18	10" x 6" D.I./M.J. TEE RESTRAIN W/ "MEGA-LUGS"	E.A.	4	470.00	4.00		4.00	\$ 1,880.00	\$ 1,880.00
*19	3" x 3" D.I./M.J. TEE RESTRAIN W/ "MEGA-LUGS"	E.A.	2	220.00	2.00		2.00	\$ 440.00	\$ 440.00
20	2" x 2" D.I./M.J. TEE RESTRAIN W/ "MEGA-LUGS"	E.A.	1	185.00	1.00		1.00	\$ 185.00	\$ 185.00
21	12" GATE VALVE W/ VALVE BOX - AMERICAN 2506, CRS, D.I./M.J.	E.A.	1	1,785.00	1.00		1.00	\$ 1,785.00	\$ 1,785.00
*22	10" GATE VALVE W/ VALVE BOX - AMERICAN 2506, CRS, D.I./M.J.	E.A.	45	1,520.00	46.00		46.00	\$ 69,920.00	\$ 69,920.00
*23	6" GATE VALVE W/ VALVE BOX - AMERICAN 2506, CRS, D.I./M.J.	E.A.	3	695.00	3.00		3.00	\$ 2,085.00	\$ 2,085.00
24	3" GATE VALVE W/ VALVE BOX - AMERICAN 2506, CRS, D.I./M.J.	E.A.	3	440.00	3.00		3.00	\$ 1,320.00	\$ 1,320.00
**25	2" GATE VALVE W/ VALVE BOX - AMERICAN 2506, CRS, D.I./M.J.	E.A.	0	390.00	-		-	\$ -	\$ -
26	12" x 10" RED. M.J.-D.I. W/MEGA-LUGS	E.A.	2	295.00	2.00		2.00	\$ 590.00	\$ 590.00
27	6" x 3" RED. M.J.-D.I. W/MEGA-LUGS	E.A.	1	170.00	1.00		1.00	\$ 170.00	\$ 170.00

The Bore Use Head W/HDPE that has an inside diameter of 10"

Fixed - Depending on the level of details you are looking for, I would start in my resolution; the P&ID provided by the site and further state, along

MONTHLY PAY ESTIMATE

JEFFERSON COUNTY
 HAMPSHIRE WATERLINE, WEST JEFFERSON COUNTY M.W.D.
 Work Order # 10902-1; d.p. Job No. 110-384

DATE: February 14, 2013

ESTIMATE NO.: 11 and Final

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	WORK DONE PREVIOUSLY	WORK DONE THIS ESTIMATE	WORK DONE TO DATE	TOTAL THIS PERIOD	TOTAL TO DATE
28	6"x 2" RED. M.J.-D.I. W/MEGA-LUGS	E.A.	1	200.00	1.00		1.00	\$ 200.00	\$ 200.00
29	6" 45 DEG. BEND M.J.-D.I. W/ MEGA-LUGS	E.A.	50	150.00	50.00		50.00	\$ 7,500.00	\$ 7,500.00
30	10" 22.5 DEG. BEND M.J.-D.I. W/ MEGA-LUGS	E.A.	3	305.00	3.00		3.00	\$ 915.00	\$ 915.00
31	10" 11.25 DEG. BEND M.J.-D.I. W/ MEGA-LUGS	E.A.	2	305.00	2.00		2.00	\$ 610.00	\$ 610.00
32	STANDARD FIRE HYDRANT UNIT - RESTRAIN W/ "MEGA LUGS", M.J.	E.A.	53	3,000.00	53.00		53.00	\$ 159,000.00	\$ 159,000.00
33	CONNECT PROPOSED 10" WATERLINE TO EXISTING 10" WATERLINE LABOR & EQUIPMENT (INCLUDING COUPLINGS)	L.S.	1	900.00	1.00		1.00	\$ 900.00	\$ 900.00
34	CONNECT PROPOSED 10" WATERLINE TO EXISTING 3" WATERLINE LABOR & EQUIPMENT (INCLUDING COUPLINGS)	L.S.	2	480.00	2.00		2.00	\$ 960.00	\$ 960.00
35	CONNECT PROPOSED 10" WATERLINE TO EXISTING 2" WATERLINE LABOR & EQUIPMENT (INCLUDING COUPLINGS)	L.S.	1	240.00	1.00		1.00	\$ 240.00	\$ 240.00
36	NEAR SIDE SERVICES INCLUDING 1" SERVICE LINE, TAPPING SADDLE AND WATER METER W/VALVE BOX	E.A.	10	360.00	10.00		10.00	\$ 3,600.00	\$ 3,600.00
37	FAR SIDE SERVICES INCLUDING 2" SERVICE LINE, 2" TAPPING SADDLE AND 2" WATER METER W/VALVE BOX	E.A.	2	450.00	2.00		2.00	\$ 900.00	\$ 900.00
38	"610" LIME STONE ROCK COMPACTED IN PLACE FOR ROCK/DIRT DRIVEWAYS - TRUCK MEASURE	TON	116.81	48.00	116.81		116.81	\$ 5,606.88	\$ 5,606.88
39	FINAL CLEAN UP	L.F.	34,090	0.25	34,090.00		34,090.00	\$ 8,522.50	\$ 8,522.50
40	TRACER WIRE, TENDOT ROW ONLY (LABOR, MATERIAL & INSTALLATION)	L.F.	12,687	0.23	12,687.00		12,687.00	\$ 2,918.01	\$ 2,918.01
41	WATER VALVE MARKING POSTS	E.A.	46	30.00	46.00		46.00	\$ 1,380.00	\$ 1,380.00
42	ARCO MODEL 200 - 2" AIR RELEASE VALVE WITH MANHOLE, INCLUDING FRAME AND COVER	E.A.	6	1,250.00	6.00		6.00	\$ 7,500.00	\$ 7,500.00
43	MATTING THROUGH WETLAND AREAS AS PER SPECIAL PROVISION # 46	L.F.	660	8.00	660.00		660.00	\$ 5,280.00	\$ 5,280.00
44	ASPHALT ROAD REPAIR COMPLETE IN PLACE ACCORDING TO SPECIAL PROVISION # 49	S.Y.	497	20.00	497.00		497.00	\$ 9,940.00	\$ 9,940.00
45	TPOES STORM WATER PERMIT INCLUDING INSTALLATION, MAINTENANCE, MONITORING, REPORTING AND REMOVAL	L.S.	1	7,000.00	1.00		1.00	\$ 7,000.00	\$ 7,000.00
46	MANHOURS	HR	34	45.00	34.00		34.00	\$ 1,530.00	\$ 1,530.00
47	TRUCK HOURS	HR	28	17.00	28.00		28.00	\$ 476.00	\$ 476.00
48	BACK HOE / LOADER HOUR	HR	28	70.00	28.00		28.00	\$ 1,960.00	\$ 1,960.00
49	CEMENT STABILIZED SAND BACKFILL	TON	0	25.00	-		-	\$ -	\$ -
50	EXTRA CLASS-A CONCRETE - BULK	C.Y.	8	90.00	8.00		8.00	\$ 720.00	\$ 720.00
51	EXTRACLASS-A CONCRETE - FORMED	C.Y.	8	80.00	8.00		8.00	\$ 640.00	\$ 640.00
52	UNSPECIFIED DUCTILE IRON FITTINGS PRICE PER POUND INSTALLED	LB.	959	3.40	959.00		959.00	\$ 3,260.60	\$ 3,260.60
53	MOBILIZATION AND DEMOBILIZATION AS PER SPECIAL PROVISION # 51	LS	1	26,000.00	1.00		1.00	\$ 26,000.00	\$ 26,000.00
54	REMOVE EXISTING BOARD FENCE AND REPLACE WITH NEW MATERIAL	L.F.	0	5.00	-		-	\$ -	\$ -
55	REMOVE EXISTING BARBED WIRE FENCE AND REPLACE WITH NEW MATERIAL	L.F.	0	2.50	-		-	\$ -	\$ -
TOTAL WORK DONE THIS ESTIMATE									

BOONDOCKS PROJECT

MONTHLY INVOICE

Project: Waterline to Boondocks Road Neighborhood
 Owner: Jefferson County
 Contractor: Williamson Construction & Equipment, Inc.

Jefferson County PO : 52090
 Bid Package: IEB 11-052/KIS

DATE: 6/24/2013

2,1560 feet total 10" waterline
 INVOICE NO.: Eleven (11) & Final

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	WORK DONE PREVIOUSLY	WORK DONE THIS ESTIMATE	WORK DONE TO DATE	TOTAL THIS PERIOD	TOTAL TO DATE
** 1	10" PVC WATERLINE SDR-26 CLASS-160 INCLUDING TRENCH SAFETY SYSTEM CUT 0' - 5'	L.F.	20,735	\$ 13.30	20,735		20,735		\$ 275,775.50
2	8" PVC WATERLINE SDR-26 CLASS-160 INCLUDING TRENCH SAFETY SYSTEM CUT 0' - 5'	L.F.	10,820	\$ 11.30	10,820		10,820		\$ 122,266.00
** 3	6" PVC WATERLINE SDR-26 CLASS-160 INCLUDING TRENCH SAFETY SYSTEM CUT 0' - 5'	L.F.	10,905	\$ 9.95	10,905		10,905		\$ 108,504.75
❖ 4	2" PVC WATERLINE SDR-26 CLASS-160 INCLUDING TRENCH SAFETY SYSTEM CUT 0' - 5'	L.F.	0	\$ 20.00	-		-		\$ -
❖ 5	DIRECTIONAL BORE AT TAYLORS BANOU CROSSING: FOR 12" WATERLINE INCLUDING "TRENCH SAFETY", 12" HDPE DR-11 CARRIER PIPE AND TRANSITION COUPLINGS	L.F.	475	\$ 72.00	475		475		\$ 34,200.00
6	DIRECTIONAL BORE AT HIGHWAY-73 CROSSING: PIPE-IN-PIPE FOR 12" WATERLINE INCLUDING "TRENCH SAFETY", 12" HDPE DR-11 CARRIER PIPE AND TRANSITION COUPLINGS W/HDPE-DR 17 CASING PIPE	L.F.	250	\$ 120.00	250		250		\$ 30,000.00
❖ 7	DIRECTIONAL BORE AT DD6 DITCH CROSSING ALONG OLD BIGHILL RD: PIPE-IN-PIPE FOR 12" WATERLINE INCLUDING "TRENCH SAFETY", 12" HDPE DR-11 CARRIER PIPE AND TRANSITION COUPLINGS W/HDPE-DR 17 CASING PIPE	L.F.	100	\$ 120.00	100		100		\$ 12,000.00
❖ 8	ROADWAY/DRIVEWAY BORE FOR 2" WATERLINE	L.F.	70	\$ 20.00	70		70		\$ 1,400.00
** 9	ROADWAY/DRIVEWAY BORE FOR 6" WATERLINE	L.F.	314	\$ 32.00	314		314		\$ 10,048.00
10	ROADWAY/DRIVEWAY BORE FOR 8" WATERLINE	L.F.	160	\$ 42.00	160		160		\$ 6,720.00
❖ 11	ROADWAY/DRIVEWAY BORE FOR 10" WATERLINE	L.F.	332	\$ 55.00	332		332		\$ 18,260.00
** 12	ROADWAY BORE & CASING FOR 10" WATER LINE	L.F.	105	\$ 75.00	105		105		\$ 7,875.00
** 13	10" D.I./M.I. PLUG RESTRAIN W/ "MEGA-LUGS"	E.A.	5	\$ 260.00	5		5		\$ 1,300.00
14	8" D.I./M.I. PLUG RESTRAIN W/ "MEGA-LUGS"	E.A.	1	\$ 300.00	1		1		\$ 300.00
** 15	6" D.I./M.I. PLUG RESTRAIN W/ "MEGA-LUGS"	E.A.	8	\$ 150.00	8		8		\$ 1,200.00
❖ 16	10"x10"x10" D.I./M.I. TEE RESTRAIN W/ MEGA-LUGS	E.A.	5	\$ 800.00	5		5		\$ 4,000.00
** 17	10"x10"x8" D.I./M.I. TEE RESTRAIN W/ MEGA-LUGS	E.A.	4	\$ 700.00	4		4		\$ 2,800.00
18	8"x8"x6" D.I./M.I. TEE RESTRAIN W/ MEGA-LUGS	E.A.	2	\$ 600.00	2		2		\$ 1,200.00
19	6"x6"x6" TEE M.I.-D.I. W/ MEGA-LUGS	E.A.	2	\$ 600.00	2		2		\$ 1,200.00
** 20	10" GATE VALVE W/ VALVE BOX - AMERICAN 2506, CRS, D.I./M.I.	E.A.	27	\$ 1,625.00	27		27		\$ 43,875.00
** 21	8" GATE VALVE W/ VALVE BOX - AMERICAN 2506, CRS, D.I./M.I.	E.A.	8	\$ 1,150.00	8		8		\$ 9,200.00
❖ 22	6" GATE VALVE W/ VALVE BOX - AMERICAN 2506, CRS, D.I./M.I.	E.A.	10	\$ 825.00	10		10		\$ 8,250.00
23	10"x8" RED. M.I.-D.I. W/MEGA-LUGS	E.A.	1	\$ 350.00	1		1		\$ 350.00
** 24	8"x6" RED. M.I.-D.I. W/MEGA-LUGS	E.A.	6	\$ 300.00	6		6		\$ 1,800.00
25	10"x6" RED. M.I.-D.I. W/MEGA-LUGS	E.A.	1	\$ 300.00	1		1		\$ 300.00
26	10"x8" CROSS M.I.-D.I. W/MEGA-LUGS	E.A.	1	\$ 1,500.00	1		1		\$ 1,500.00
27	6" CROSS M.I.-D.I. W/MEGA-LUGS	E.A.	1	\$ 600.00	1		1		\$ 600.00
❖ 28	6" 45 DEG. BEND M.I.-D.I. W/ MEGA-LUGS	E.A.	22	\$ 225.00	22		22		\$ 4,950.00
❖ 29	8" 22.5 DEG. BEND M.I.-D.I. W/ MEGA-LUGS	E.A.	0	\$ 225.00	-		-		\$ -
❖ 30	8" 11.25 DEG. BEND M.I.-D.I. W/ MEGA-LUGS	E.A.	0	\$ 225.00	-		-		\$ -

Final Numbers include all original contract Road's Piles Livingston

MONTHLY INVOICE

Project: Waterline to Boondocks Road Neighborhood
 Owner: Jefferson County
 Contractor: Williamson Construction & Equipment, Inc.

Jefferson County PO : 52090
 Bid Package: IFB 11-052/KIS

DATE: 6/24/2013

INVOICE NO.: Eleven (11) & Final

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	WORK DONE PREVIOUSLY	WORK DONE THIS ESTIMATE	WORK DONE TO DATE	TOTAL THIS PERIOD	TOTAL TO DATE
** 31	6"x11.25 DEG. BEND M.J.-D.I. W/ MEGA-LUGS	E.A.	1	\$ 200.00	1		1	\$ -	\$ 200.00
** 32	10" 22.5 DEG. BEND M.J.-D.I. W/ MEGA-LUGS	E.A.	0	\$ 300.00	-		-	\$ -	\$ -
** 33	10" 11.25 DEG. BEND M.J.-D.I. W/ MEGA-LUGS	E.A.	0	\$ 300.00	-		-	\$ -	\$ -
** 34	STANDARD FIRE HYDRANT UNIT - RESTRAIN W/ "MEGA LUGS" M.J.	E.A.	70	\$ 3,100.00	70		70	\$ -	\$ 217,000.00
** 35	REMOVE EXIST. 10" PLUG AND CONNECT PROPOSED 10" WATERLINE TO EXISTING 10" WATERLINE MATERIALS & LABOR	L.S.	3	\$ 1,500.00	3		3	\$ -	\$ 4,500.00
36	CONNECT EXISTING WATER SERVICES TO PROPOSED 10" WATERLINE INCLUDING 10"x1" SADDLE, CORPORATION STOP & CURB STOP	E.A.	14	\$ 600.00	14		14	\$ -	\$ 8,400.00
** 37	CONNECT EXISTING WATER SERVICES TO PROPOSED 6" WATERLINE INCLUDING 6"x1" SADDLE, CORPORATION STOP & CURB STOP	E.A.	12	\$ 300.00	12		12	\$ -	\$ 3,600.00
38	CONNECT EXIST. 2" WATERLINE TO PROP. 10" WATERLINE INCLUDING TAP&SADDLE AND VALVE (SHEET 10 OF 47)	L.S.	1	\$ 1,800.00	1		1	\$ -	\$ 1,800.00
39	CONNECT EXIST. 2" WATERLINE TO PROP. 10" WATERLINE INCLUDING TAP&SADDLE, ROADWAY BORE FOR 2" WATERLINE, TEE D.I.-M.J. AND COUPLINGS (SHEET 08 OF 47)	L.S.	1	\$ 3,500.00	1		1	\$ -	\$ 3,500.00
** 40	NEAR SIDE SERVICES INCLUDING 1" SERVICE LINE W/WATER METER, METER BOX & APPURTENANCES	E.A.	72	\$ 400.00	72		72	\$ -	\$ 28,800.00
** 41	FAR SIDE SERVICES INCLUDING 1" SERVICE LINE W/WATER METER, METER BOX & APPURTENANCES	E.A.	32	\$ 1,100.00	32		32	\$ -	\$ 35,200.00
** 42	10"x1" SADDLES	E.A.	26	\$ 120.00	26		26	\$ -	\$ 3,120.00
** 43	8"x1" SADDLES	E.A.	40	\$ 75.00	40		40	\$ -	\$ 3,000.00
** 44	6"x1" SADDLES	E.A.	38	\$ 50.00	38		38	\$ -	\$ 1,900.00
** 45	"610" LIME STONE ROCK LOOSE DUMP AND SPREAD 6" THICK FOR ROCK/DIRT DRIVEWAYS	TON	126	\$ 65.00	126		126	\$ -	\$ 8,190.00
** 46	FINAL CLEAN UP	L.F.	42,085	\$ 0.10	42,085		42,085	\$ -	\$ 4,208.50
** 47	TRACER WIRE (LABOR, MATERIAL & INSTALLATION) TXDOT ROW ONLY	L.F.	5,270	\$ 0.20	5,270		5,270	\$ -	\$ 1,054.00
** 48	WATER VALVE MARKING POSTS	EA	47	\$ 40.00	47		47	\$ -	\$ 1,880.00
49	2" AIR RELEASE VALVE (APCO MODEL-200) WITH MANHOLE, INCLUDING FRAME AND COVER	EA	2	\$ 1,800.00	2		2	\$ -	\$ 3,600.00
** 50	MANHOURS	HR	80	\$ 20.00	80		80	\$ -	\$ 1,600.00
** 51	TRUCK HOURS	HR	0	\$ 20.00	-		-	\$ -	\$ -
** 52	BACK HOE /LOADER HOUR	HR	0	\$ 30.00	-		-	\$ -	\$ -
** 53	CEMENT STABILIZED SAND BACKFILL	TON	0	\$ 25.00	-		-	\$ -	\$ -
** 54	EXTRA CLASS-A CONCRETE - BULK	C.Y.	0	\$ 75.00	-		-	\$ -	\$ -
** 55	EXTRACLASS-A CONCRETE - FORMED	C.Y.	0	\$ 100.00	-		-	\$ -	\$ -
** 56	UNSPECIFIED DUCTILE IRON FITTINGS PRICE PER POUND INSTALLED	LB.	500	\$ 1.00	500		500	\$ -	\$ 500.00
57	NPDES STORM WATER PERMIT INCLUDING INSTALLATION, MAINTENANCE, MONITORING, REPORTING AND REMOVAL	L.S.	1	\$ 43,500.00	1		1	\$ -	\$ 43,500.00
58	ASPHALT ROAD REPAIR COMPLETE IN PLACE ACCORDING TO "SPECIAL PROVISION # 41"	S.Y.	0	\$ 20.00	-		-	\$ -	\$ -

MONTHLY INVOICE # 12 final

TO OWNER: Jefferson County, TX
1149 Pearl Street
Beaumont, TX 77701
P.O. No. 55110

PROJECT: 200,000 Elevated Water Storage Tank
TDRA - DR5010219
GLO - 10-5291-000-5299

FROM CONTRACTOR: Maguire Iron, Inc.
P.O. Box 1446
Sioux Falls, SD 57101-1446

VIA ENGINEER: d.p. Consulting Engineers, Inc.
3727 Doctors Drive
Port Arthur, TX 77642

APPLICATION NO.: 12 Final
PERIOD FROM: 11/1/2013
PERIOD TO: 12/6/2013
ENG PROJECT NO.: dp 110-37

CONTRACT DATE: 10/19/2012
Calendar Days: 341
Calendar Days Used: 341

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

CONTRACT FOR: Elevated Water Reservoir Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

- *1. ORIGINAL CONTRACT SUM..... \$ 861,895.00
- 2. Net Change by Change Orders.....
- 3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 861,895.00
- *4. TOTAL COMPLETED & STORED TO DATE..... \$ 861,895.00
(Column G on G703)
- 5. RETAINAGE:
0% of Completed Work
(Columns D + E on G703) \$ -
b. Maintenance Guarantee Fund
(Column F on G703) \$ -
Total Retainage (Line 5a + 5b or
Total in Column I of G703)..... \$ -
6. TOTAL EARNED LESS RETAINAGE..... \$ 861,895.00
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)..... \$ 772,425.00
- 8. CURRENT PAYMENT DUE..... \$ 89,470.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ -

CONTRACTOR: MAGUIRE IRON, INC.

By: *[Signature]* Date: 12-6-13

ENGINEER: dp Consulting Engineers, Inc.

By: *[Signature]* Date: 12-5-13

OWNER'S APPROVAL: Jefferson County

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

Final project cost \$ 861,895.00

Schedule of Values
 PROJECT 200,000 Elevated Water Storage Tank

WORK COMPLETED TO: 12/6/2013
 APPLICATION NO.: 12 Final
 Eng PROJECT NO: dp 110-37

entry road
15' piping 12" dia
TANK

ITEM NO. (A)	Description of Work (B)	Scheduled Quantity (C)	Unit Price (D)	Unit of Measure	Contract Total	Previous Requests (E)		Work Completed (F)		Stored Materials (G)		Total Completed and Stored to Date (E+F+G)		% Completed	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		
1	Mobilization and Demobilization	1	\$50,000.00	LS	\$50,000.00	1	\$50,000.00	0	\$0.00	0	\$0.00	1	\$50,000.00	100.00%	
2	Clear and Grub Site	1	\$10,000.00	LS	\$10,000.00	1	\$10,000.00	0	\$0.00	0	\$0.00	1	\$10,000.00	100.00%	
3	200,000 Elevated Water Storage Tank	1	\$10,000.00	LS	\$10,000.00	1	\$10,000.00	0	\$0.00	0	\$0.00	1	\$10,000.00	100.00%	
a	Drawings, Bonds, Insurance	1	\$50,000.00	LS	\$50,000.00	1	\$50,000.00	0	\$0.00	0	\$0.00	1	\$50,000.00	100.00%	
b	Foundation	1	\$335,200.00	LS	\$335,200.00	1	\$335,200.00	0	\$0.00	0	\$0.00	1	\$335,200.00	100.00%	
c	Steel Receipt	1	\$53,724.00	LS	\$53,724.00	1	\$53,724.00	0	\$0.00	0	\$0.00	1	\$53,724.00	100.00%	
d	Fabrication/Steel Delivery	1	\$102,981.00	LS	\$102,981.00	1	\$102,981.00	0	\$0.00	0	\$0.00	1	\$102,981.00	100.00%	
e	Field Erection	1	\$75,000.00	LS	\$75,000.00	1	\$75,000.00	0	\$0.00	0	\$0.00	1	\$75,000.00	100.00%	
f	Field Painting	1	\$80,000.00	LS	\$80,000.00	1	\$80,000.00	0	\$0.00	0	\$0.00	1	\$80,000.00	100.00%	
g	Field Electrical	1	\$31,095.00	LS	\$31,095.00	1	\$31,095.00	0	\$0.00	0	\$0.00	1	\$31,095.00	100.00%	
*4	Yard Paving	115	\$60.00	LF	\$5,750.00	115	\$5,750.00	0	\$0.00	0	\$0.00	115	\$5,750.00	100.00%	
5	Manifold Piping	1	\$20,000.00	LS	\$20,000.00	1	\$20,000.00	0	\$0.00	0	\$0.00	1	\$20,000.00	100.00%	
6	30" Concrete Culvert C 75	40	\$200.00	LF	\$8,000.00	40	\$8,000.00	0	\$0.00	0	\$0.00	40	\$8,000.00	100.00%	
7	Fence W/Double Swing Gate Opening	745	\$16.00	LF	\$11,920.00	745	\$11,920.00	0	\$0.00	0	\$0.00	745	\$11,920.00	100.00%	
8	Double Swing Gate	1	\$1,000.00	LS	\$1,000.00	1	\$1,000.00	0	\$0.00	0	\$0.00	1	\$1,000.00	100.00%	
9	Remove and Salvage Barbed Wire Fence	1	\$2,000.00	LS	\$2,000.00	1	\$2,000.00	0	\$0.00	0	\$0.00	1	\$2,000.00	100.00%	
10	Lime Stone Approach/Driveway	150	\$50.00	Ton	\$7,500.00	150	\$7,500.00	0	\$0.00	0	\$0.00	150	\$7,500.00	100.00%	
11	Electrical Rack and Pole	1	\$1,000.00	LS	\$1,000.00	1	\$1,000.00	0	\$0.00	0	\$0.00	1	\$1,000.00	100.00%	
12	Main Hours	10	\$90.00	HR	\$900.00	10	\$900.00	0	\$0.00	0	\$0.00	10	\$900.00	100.00%	
*13	Truck Hours	5	\$75.00	HR	\$375.00	5	\$375.00	0	\$0.00	0	\$0.00	5	\$375.00	100.00%	
*14	Back Hoel/Loader Hour	5	\$75.00	HR	\$375.00	5	\$375.00	0	\$0.00	0	\$0.00	5	\$375.00	100.00%	
15	Bulk Concrete Class - A 3000PSI	10	\$150.00	CY	\$1,500.00	10	\$1,500.00	0	\$0.00	0	\$0.00	10	\$1,500.00	100.00%	
16	Extra Class - A Concrete Formed	5	\$200.00	CY	\$1,000.00	3.81	\$762.00	0	\$0.00	0	\$0.00	5	\$1,000.00	100.00%	
17	Reinforcing Steel	200	\$1.00	LB	\$200.00	67	\$67.00	133	\$133.00	0	\$0.00	200	\$200.00	100.00%	
Alt B	2" Thick Hot-Mix Asphalt Driveway Surface	1	\$12,775.00	LS	\$12,775.00	1	\$12,775.00	0	\$0.00	0	\$0.00	1	\$12,775.00	100.00%	
SUB TOTAL OR TOTAL						\$861,895.00		\$861,895.00		\$3,645.00		\$0.00		\$861,895.00	100%

* See change order No. 6 & Final for quantity adjustments

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Monday, June 02, 2014 9:06 AM
To: 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Kenneth Minkins; 'Mario Watkins, Prct 4 Asst.'; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; 'Robbie Griffith, Prct 1 Foreman'
Subject: Plat of Cutter's Ridge - Prct #1 - BMT ETJ
Attachments: Cutters Ridge - BMT ETJ.pdf

Gentlemen,

Attached is a plat of Cutter's Ridge, located off of Brooks Road in Precinct No. 1, this property also lies in the Beaumont ETJ.

This plat meets all of the County requirements and I will be placing I on the agenda for Monday, June 09, 2014.

If you have any questions regarding this plat please contact me.

Sincerely,

Ron Westphal

Ronald Westphal
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: ronaldw@co.jefferson.tx.us



May 28, 2014
PD#- 026/14

RON WESTPHAL
JEFFERSON COUNTY ENGINEERING
1149 PEARL 5TH FL
BEAUMONT TX 77701

ETJ plat

Dear Mr. Westphal:

Please see the enclosed minor plat of Cutters Ridge Estate. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at lrideau@ci.beaumont.tx.us

Thank you,

Leslie Rideau
Planner I



MEMORANDUM

DATE: June 4, 2014

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Mark Dubois

RE: Inter-local Agreement with Cities of Beaumont and Port Arthur on asset sharing of the 2014 Byrne Justice Assistance Grant (JAG) Program Award

Please consider and approve an Inter-local Agreement between Jefferson County, and the Cities of Beaumont and Port Arthur itemizing asset sharing to be received from the 2014 Byrne Justice Assistance Grant (JAG) Program Award. The Jefferson County Sheriff's Office will receive \$18,241 in grant funding from this program this year and will require no county matching funds. Total received by all agencies is \$121,604.

This grant is based on annual crime statistics and is awarded to the law enforcement agencies in each county. The City of Beaumont is required to be the host applicant due to the size of the city and crime rate. Jefferson County receives a negotiated additional portion of the funding allocated to the cities within the county as a result of providing the Correctional Facility, Crime Laboratory, warrant service, and extradition of offenders. The funding will be utilized by the Sheriff's Office for funding technology enhancement within the department.

The attached ILA is for your review only. Kelvin Wilson with BPD will deliver the original to be signed after Court and City Council's approval.

Should you need further information please call.

Resolution No.

The State of Texas)
County of Jefferson)
City of Beaumont, Texas)
City of Port Arthur, Texas)

Know All by These Present

Inter-Local Agreement

**Between the County of Jefferson, Texas; City of Beaumont, Texas; and City of Port Arthur, Texas
2014 Edward Byrne Justice Assistance Grant (JAG) Program Award**

This Agreement is made and entered into this _____ day of _____ 2014, by and between The County of Jefferson, Texas acting by and through its governing body, the Commissioners Court; the City of Beaumont, Texas acting by and through its governing body, the City Council; and the City of Port Arthur, Texas acting by and through its governing body, the City Council, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the total funding allocation is \$121,604; and the City of Beaumont, Texas, and the City of Port Arthur, Texas, agree to provide Jefferson County, Texas \$18,241 from the JAG award and the City of Beaumont, Texas, and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$70,341 to the City of Beaumont, Texas, and \$33,022 to the City of Port Arthur, Texas.

WHEREAS, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas, believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas agree as follows:

Section 1.

The City of Beaumont, Texas and the City of Port Arthur, Texas agree to provide Jefferson County, Texas \$18,241 from the JAG award; and the City of Beaumont, Texas and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$70,341 to the City of Beaumont, Texas; and \$33,022 to the City of Port Arthur, Texas.

Section 2.

Jefferson County, Texas agrees to use the funding for the Technology Enhancement Program until 2017.

The City of Beaumont, Texas agrees to use the funding for the Technology Enhancement Program until 2017.

The City of Port Arthur, Texas agrees to use the funding for the Technology Enhancement Program until 2017.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 6.

The City of Beaumont agrees to act as the fiscal agent in applying for, dispersing, monitoring, and reporting for this JAG funding.

City of Beaumont, Texas

CITY MANAGER

City of Port Arthur, Texas

CITY MANAGER

Jefferson County, Texas

COUNTY JUDGE

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



RECEIVED
MAY 28 2014

PAT KNAUTH
First Assistant

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

*Fred -
put on agenda*

FAX COVER SHEET

DATE: 5/29/2014

DELIVER TO:

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

SENT FROM: Steve Wiggins – Assistant District Attorney

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

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

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

NOTES:

**CORY J. H. CRENSHAW**

CRIMINAL DISTRICT ATTORNEY

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

May 29, 2014

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

GENTLEMEN,

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

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

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

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

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

Sincerely,



Steven L. Wiggins
Assistant District Attorney

cc: Treasurer Tim Funchess

STATE OF TEXAS

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COUNTY OF BURNET

VERIFICATION

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

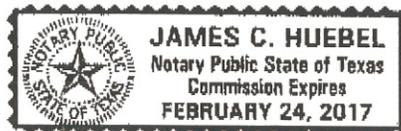
“My name is Steven V. Thrower and I have read the foregoing request to purchase my duty-issued handgun from the Jefferson County Criminal District Attorney’s Office. I swear and affirm that I meet all the criteria and statutory requirements to purchase my previously issued service handgun as provided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

SWORN and subscribed before me on this 29th day of May, 2014.

Steven V. Thrower
Steven V. Thrower

James C. Huebel
Notary Public In And For The State
Of Texas

2/24/17
My Commission Expires



**AGENDA ITEM****June 9, 2014**

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

**RECEIVED**
JUN 04 2014**PAT KNAUTH**
First Assistant**CORY J. H. CRENSHAW**
CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1001 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573**FAX COVER SHEET****DATE:** 6/4/2014**DELIVER TO:**

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

SENT FROM: Kathleen Kennedy, Chief Civil Division*RE: Request by Retired County Peace Officer to Purchase Duty Weapon*

Our FAX number is (409) 784-5893. Our telephone number is (409) 835-8550.
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**CORY J. H. CRENSHAW**

CRIMINAL DISTRICT ATTORNEY

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

June 4, 2014

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

GENTLEMEN,

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

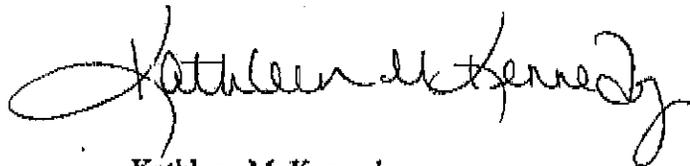
- (1) he is a retired peace officer commissioned by the Jefferson County Criminal District Attorney's Office;
- (2) the firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas peace officer; and
- (3) the firearm is not a prohibited weapon as defined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

The fair market value of the handgun is estimated to be approximately \$350-\$400, taking into account the age, use and overall condition. As is demonstrated by his signature on the attached verification, the requesting retired peace officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning purchase of this weapon by the officer, upon payment by the officer to the Jefferson County Treasurer of \$350.00, the Treasurer shall issue a receipt to retired peace officer Steven L. Wiggins to complete the purchase of his duty-issued weapon. This purchase will be so recorded in the records of the Criminal District Attorney's Office.

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

Sincerely,



Kathleen M. Kennedy
Chief Civil Attorney

cc: Treasurer Tim Funchess

STATE OF TEXAS

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COUNTY OF JEFFERSON

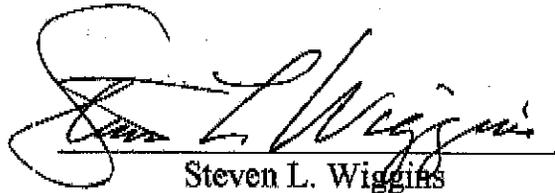
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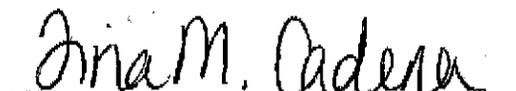
VERIFICATION

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

“My name is Steven L. Wiggins and I have read the foregoing request to purchase my duty-issued handgun from the Jefferson County Criminal District Attorney’s Office. I swear and affirm that I meet all the criteria and statutory requirements to purchase my previously issued service handgun as provided for by §170.002 of the Local Government Code and §614.002 et. seq. of the Government Code. The handgun is a model 1911A1 .45 caliber handgun, serial number 1088572.”

SWORN and subscribed before me on this 4th day of June, 2014.


Steven L. Wiggins


Notary Public In And For The State
Of Texas

9-26-2014
My Commission Expires



Regular, June 09, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, June 09, 2014