

SPECIAL, 10/20/2014 1:30:00 PM

BE IT REMEMBERED that on October 20, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
October 20, 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
October 20, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **20th** day of **October 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Approve specifications for Invitation for Bid (IFB 14-047/JW), Term Contract for Inmate Shoes for Jefferson County.

SEE ATTACHMENTS ON PAGES 7 - 38

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file a renewal for (IFB 13-024/JW), Term Contract for Morgue Transport Service for Jefferson County with BJ Transport Service for the first additional one (1) year renewal from November 11, 2014 to November 10, 2015.

SEE ATTACHMENTS ON PAGES 39 - 39

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for (RFP 14-038/KJS), Development Proposals for Multi-Sports Training Facility located at Ford Park.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
October 20, 2014

4. Consider and approve, execute, receive and file Change Order No. 2 (IFB 13-022/KJS) Re-bid Drainage District No. 7 of the County of Jefferson, Texas, Hurricane Ike/Dolly Round 1 Critical Infrastructure Project Disaster Recovery Division, Drainage District No. 7 Ditch Main B Diversion (funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas), to add installation of concrete seal slab under intake foundation and additional length for tie backs to reach undisturbed ground, in the amount of \$61,680.00 and 7 additional days, increasing the contract total price to \$3,041,600.00 and 217 working days.

SEE ATTACHMENTS ON PAGES 40 - 42

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

5. Consider and possibly approve a correction to the auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. held on Saturday October 4, 2014; as shown on the attachment.

SEE ATTACHMENTS ON PAGES 43 - 44

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

ADDENDUMS

COUNTY AIRPORT:

6. Consider and possibly authorize the County Judge to execute a lease amendment to the Hotard Coaches, Inc Rental Agreement.

SEE ATTACHMENTS ON PAGES 45 - 46

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

7. Regular County Bills - check #399724 through check #400024.

SEE ATTACHMENTS ON PAGES 47 - 56

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

8. Consider and possibly approve the hiring of James A. Locke as Deputy Constable with Constable Precinct One in accordance with Local Government Code (LGC) 86.011 with an effective date of October 20, 2014.

SEE ATTACHMENTS ON PAGES 57 - 57

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

9. Consider, possibly approve and authorize the County Judge to execute an Addendum to the Inter-local Cooperation Agreement between Spindletop Center and Jefferson County regarding mental health liaison officers, pursuant to Texas Government Code, Chapter 791.

SEE ATTACHMENTS ON PAGES 58 - 60

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

10. Consider and possibly authorize the County Judge to execute GLO Contract No. 15-075-000-8730, CEPRA No.1577, which is for The Keith Lake Fish Pass.

SEE ATTACHMENTS ON PAGES 61 - 83

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

11. Consider and approve the Certified Roll Jurisdiction Summary Resolution for the tax roll for the tax year 2014 for Jefferson County.

SEE ATTACHMENTS ON PAGES 84 - 86

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

ENGINEERING:

12. Execute, receive and file Utility Permit 04-U-14 to West Jefferson County MWD for sewer lines in the Jefferson County Cheek Community Sewer Improvements-Cheek Phase IV. This project is located in Precinct No. 4.

SEE ATTACHMENTS ON PAGES 87 - 113

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

13. Execute, receive and file Utility Permit 05-U-14 to West Jefferson County MWD for water lines in the Jefferson County Cheek Community Sewer Improvements-Cheek Phase IV. This project is located in Precinct No. 4.

SEE ATTACHMENTS ON PAGES 114 - 131

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

October 20, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-047/JW, Term Contract for Inmate Shoes 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 Inmate Shoes for Jefferson County
BID NO: IFB 14-047/JW
DUE DATE/TIME: 11:00 AM CST, Tuesday, November 18, 2014
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1001 Pearl Street, 3rd Floor
 Beaumont, Texas 77701

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 22nd & October 29th, 2014

IFB 14-047/JW
Term Contract for Inmate Shoes for Jefferson County
Bids due: 11:00 AM CST, Tuesday, November 18, 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
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

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

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

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

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

6. **Rejection or Withdrawal**

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

7. **Award**

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

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

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

8. **Contract**

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

9. **Waiver of Subrogation**

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

10. **Fiscal Funding**

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

11. **Bid Results**

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

12. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web

site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer’s direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder’s past experience of honor-

ing contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

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

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

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

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

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

- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-047/JW.

Scope

The intent of this bid is to establish an annual contract for the purchase of inmate shoes for use by the Jefferson County Correctional Facility.

<u>Quantity of Inmate Shoes Ordered (March 2013-Current)</u>	
<u>Size</u>	<u>Quantity</u>
Size 5	168 pair
Size 6	396 pair
Size 7	504 pair
Size 8	876 pair
Size 9	1080 pair
Size 10	1272 pair
Size 11	1272 pair
Size 12	840 pair
Size 13	264 pair
Size 14	192 pair
Size 15	192 pair
Total	<u>7,056 pair</u>

Technical Specifications

All shoes must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defects.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the product as requested.

Inmate Shoe Specifications:

Style: “Step-in” style

Color: Orange

Material: 100% medium-soft EVA (ethyl vinyl acetate); Antibacterial material.

Construction: One piece molding; 0.55 to 0.77 lbs per pair – lightweight to prevent use as a weapon. Material recyclable.

Venting: Multiple ventilation holes in toebox.

Insole: Ridges on surface to help hold the foot in place.

Outsole: Defined outsole ridges to offer surface gripping and traction. Outsole is to be water resistant and non-marking. Slip resistant.

Sizes: Must be available in Sizes (S – 3XL). Size must be clearly labeled on both the heel of the shoe and the outsole of the shoe.

Cleaning: Shoes may be washed (with warm water and soap).

Packaging: Shipments must be packaged by the same size per package/box, with each pair individually wrapped.

Prices

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

Shipping/Handling

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at their own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

Delivery Time Period

All items shall be delivered within 30-45 calendar days unless otherwise specified. Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.

Shipping Documents

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

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 Inmate Shoes 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. 14-047/JW, Term Contract for Inmate Shoes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to Bidders: Minimum Order Bids are NOT ACCEPTABLE.

Item	Unit	Description	Color	Size	Unit Price
1	Pair	Inmate Shoe	Orange	Small	\$
			Orange	Medium	\$
			Orange	Large	\$
			Orange	1 XL	\$
			Orange	2 XL	\$
			Orange	3 XL	\$

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="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>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 . . .

- | | | |
|------------------------------|-----------------------------|--|
| <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 contract 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 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
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Printed Name of HUB	Signature of Representative	Date
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NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ 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.

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.



Texas General Land Office Disaster Recovery

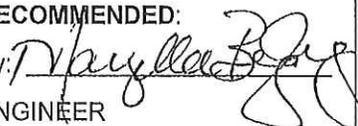
Construction Contract Change Order Request Form

Engineer: Carroll & Blackman, Inc 3120 Fannin Street Beaumont, Texas 77701 Phone No.: 409-833-3363	Owner (Contractor Locality): Jefferson County 1149 Pearl Street Beaumont, Texas 77701 Phone No.: 409-835-8500	Contractor: MK Constructors 2485 N. Street Vidor, Texas 77662 Agreement Date: 11/12/13 Phone No.: 409-769-0089	
Date: Project Code No.: P00939 Bid Package No.: 10402-1_BID4	Contract For (Project Description): Drainage District No. 7 Ditch Improvement, Main "B" Diversion	GLO Contract No.: DRS010219 Change Order No.: 2	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Add installation of concrete seal slab under intake foundation for the lump sum price of \$26,390.		\$26,390
2	Additional length for tie backs to reach undisturbed ground.		\$35,290

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$2,961,035.00	Original Contract Time: 200 working days
Previous Change Order(s): No. 0 to No. 1 \$18,885.00	Net Change From Previous Change Orders: 10 days
Contract Price Prior to this Change Order: \$2,979,920.00	Contract Time Prior to this Change Order: 210 working days
Net Increase/Decrease of this Change Order: \$61,680.00	Net Increase/Decrease of this Change Order: 7 days
Contract Price With all Approved Change Orders: \$3,041,600.00	Contract Time With all Change Orders: 217 working days
Cumulative Percent Change in Contract Price (+/-): +2.72%	Grantee Contract End Date: (mm/dd/yy) 12 / 31 /15
Construction Contract Start Date: (mm/dd/yy) 12 / 02 /13	Construction Contract End Date: (mm/dd/yy) 01 / 31 /15

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

RECOMMENDED:

By: 
ENGINEERDate: 8 October 2014

APPROVED:

By: _____
OWNER

Date: _____

ACCEPTED:

By: 
CONTRACTORDate: 10.7.14

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input checked="" type="checkbox"/> Decrease	<input type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "No", explain: Change order is to cover items not anticipated in the original bid and found in field once construction began.			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
7. Is the TCEQ permit approval still valid? (sewer projects only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
9. Are other Disaster Recovery contractual special condition clearance still valid?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
(If no, specify):			

NOTE:

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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court
 From: Deborah Clark 
 Purchasing Agent
 Date: October 10, 2014
 Re: Surplus Property Auction

Consider and possibly approve a correction to the auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. held on Saturday October 4, 2014 to include the following:

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN NO.	ASSET NO.
CONSTABLE PCT. 8	2007 FORD CROWN VICTORIA	2FAFP71W67X107735	31291
SHERIFF	2011 FORD CROWN VICTORIA	2FABP7BV0BX103970	33852

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

October 4, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN NO.	ASSET NO.
CONSTABLE PCT. 8	2007 FORD CROWN VICTORIA	2FABP71W67X107735	31291
SHERIFF	2011 FORD CROWN VICTORIA	2FABP7BV0BX103970	33852
contact person: David Fontenot			

Approved by Commissioners' Court: _____

2nd AMENDMENT TO RENTAL AGREEMENT

THIS AMENDMENT RENTAL AGREEMENT (the "Second Amendment"), is made and entered into effective this 20 day of October, 2014, by and between Jefferson County, ("the lessor") and Hotard Coaches, Inc. ("the lessee").

RECITALS

Whereas on January 21, 2014, Hotard Coaches, Inc. leased 89,742 square feet from Jefferson County for 33 months as shown in the attached lease;

Whereas on August 14, 2014, parties amended lease to change the area leased by lessee thereby redefining the term, "Premises" and adjusted the rent for the Premises (as redefined).

Whereas the parties desire to amend the lease to change the area leased by lessee, from the Lessor, thereby redefining the term, "Premises" and adjusting the rent for the Premises (as redefined) by adding additional area and rent.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Amendment 1. Section 1 to the lease is hereby amended to read as follows:

1. Premises. For and in consideration of the rent and covenants contained Lessor hereby leases to the Lessee the exclusive use of the following:
- A. Area 1 – Containing approximately 155,000 square feet, more or less, of paved parking lot, located west of Hangar 7, known as 4605 Airport 3rd Street.
 - B. Area 2 – Containing approximately 89,742 square feet, more or less, of paved parking lot, located west of Main Commercial Terminal, immediately adjacent to the concrete passenger parking lot.

Amendment 2. Section 2 to the lease is hereby amended to read as follows:

2. Terms. This agreement shall become effective January 21, 2014, and shall expire on October 1, 2015, then automatically renewed as a month-to-month lease subject to adjustment of rental described in Section 5 (Adjustment of Rent).

Amendment 3. Section 3 to the lease is hereby amended to read as follows:

3. Rentals. Lessee covenants and agrees to pay to Lessor rental as follows:
- A. Area 1 - Hangar 7 Parking Lot - \$2,583.33 per month.
 - B. Area 2 – Adjacent Terminal Parking Lot - \$1,500.00 per month.
 - C. Total: **\$4,083.33** per month

Amendment 4. Section 5 to the lease is hereby amended to read as follows:

5. Adjustment of Rent. Commencing on October 1, 2015, and at the expiration of each subsequent calendar year, the rental price may be adjusted to reflect current economic conditions, to include, but not limited to, existing rental rates in the area, cost of utilities, and other relevant factors.

Except as otherwise amended by this Amendment, the all other provisions of the original lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment as of the date first mentioned above.

LESSOR:

JEFFERSON COUNTY, TEXAS, a subdivision and
county of the State of Texas

By: _____
Jeff Branick
County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

Hotard Coaches, Inc.

Signed: _____
Natalie Barranco, COO
Hotard Coaches, Inc.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JAN GIROUARD & ASSOCIATES	201.00	399781	
TRI-CITY COFFEE SERVICE	36.70	399848	
WARREN'S DO-NUTS	57.39	399913	
ACCO BRANDS DIRECT	58.98	399987	354.07**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	1,156.30	399750	
ENTERGY	87.46	399787	
SOUTHEAST TEXAS WATER	14.00	399835	
JEFFERSON COUNTY CREDIT CARDS	314.97	399959	1,572.73**
ROAD & BRIDGE PCT.#2			
ALL-PHASE ELECTRIC SUPPLY	210.00	399769	
HARTMANN BLDG. SPECIALITIES	885.65	399791	
CASH ADVANCE ACCOUNT	1,204.76	399796	
MUNRO'S	36.90	399812	
NOACK LOCKSMITH	15.25	399813	
OIL CITY TRACTORS, INC.	19.08	399816	
RITTER @ HOME	1,129.06	399826	
AT&T	89.16	399837	
TRI-CON, INC.	6,758.97	399847	
WASTE MGT. GOLDEN TRIANGLE, INC.	83.24	399849	
SUPERIOR SUPPLY & STEEL	205.20	399871	
WALMART COMMUNITY BRC	1,173.90	399876	
CENTERPOINT ENERGY RESOURCES CORP	50.81	399911	
KNIFE RIVER	506.00	399928	
ACT PIPE AND SUPPLY	3,113.40	399939	
INTERSTATE ALL BATTERY CENTER - BMT	113.95	399944	
ATTABOY TERMITE & PEST CONTROL	54.00	399945	
KUBOTA TRACTOR CORPORATION	39,489.30	399952	
DOGGETT HEAVY MACHINERY LLC	336.27	399958	
CLEAN COAST TECHNOLOGIES INC	402.62	400005	55,877.52**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	10.51	399731	
ADAMS BACKHOE SERVICE	453.00	399733	
SUPERIOR TIRE & SERVICE	35.00	399746	
AUDILET TRACTOR SALES	169.15	399751	
BEAUMONT TRACTOR COMPANY	25.01	399758	
FARM & HOME SUPPLY	40.65	399778	
W.W. GRAINGER, INC.	17.48	399783	
GULF COAST AUTOMOTIVE, INC.	3.39	399785	
ENTERGY	26.61	399787	
MUNRO'S	18.23	399812	
OIL CITY TRACTORS, INC.	27.30	399816	
PORT ARTHUR NEWS, INC.	80.00	399822	
STRATTON INC.	52.47	399852	
SUPERIOR SUPPLY & STEEL	434.00	399871	
WALMART COMMUNITY BRC	36.97	399876	
BELT SOURCE	79.24	399917	
HAMSHIRE GULF	40.00	400009	1,549.01**
ROAD & BRIDGE PCT.#4			
CLASSIC CHEVROLET	694.65	399724	
A&A EQUIPMENT	338.81	399725	
A-1 GLASS CO.	177.53	399729	
APAC, INC. - TROTTI & THOMSOM	1,118.60	399750	
BEAUMONT FRAME & FRONT END	78.50	399757	
CARQUEST AUTO PARTS # 96	77.42	399763	
COASTAL WELDING SUPPLY	45.00	399766	
M&D SUPPLY	118.90	399804	
MUNRO'S	72.93	399812	
OFFICE DEPOT	97.82	399815	
OIL CITY TRACTORS, INC.	243.47	399816	
SMART'S TRUCK & TRAILER, INC.	106.62	399833	
AT&T	73.64	399837	
WHEELER TRUCK BODY EQUIPMENT	162.25	399853	

NAME	AMOUNT	CHECK NO.	TOTAL
ROLLINS TRUCK & TRAILER REPAIR	150.00	399861	
WALMART COMMUNITY BRC	243.41	399876	
UNITED STATES POSTAL SERVICE	.69	399878	
A-1 MACHINE & HYDRAULIC	325.00	399941	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	55.23	399998	
GCR TIRES & SERVICE	352.26	400008	4,532.73**
ENGINEERING FUND			
ESRI - ENVIRONMENTAL SYSTEMS	2,000.00	399732	
TRI-CITY COFFEE SERVICE	112.75	399848	
VERIZON WIRELESS	243.22	399873	
BENTLEY SYSTEMS, INC.	1,674.00	399905	4,029.97**
PARKS & RECREATION			
CRABTREE BARRICADE SYSTEMS, INC.	160.00	399771	
ENTERGY	48.16	399787	
SPRINT WASTE SERVICES LP	310.80	400000	518.96**
GENERAL FUND			
TAX OFFICE			
GUARDIAN FORCE	2.67	399735	
UNITED STATES POSTAL SERVICE	757.74	399878	
UNITED STATES POSTAL SERVICE	30,000.00	399879	30,760.41*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	450.00	399810	
UNITED STATES POSTAL SERVICE	7.64	399878	457.64*
AUDITOR'S OFFICE			
CASH ADVANCE ACCOUNT	546.92	399796	
OFFICE DEPOT	6.68	399815	
FRAN M. LEE	522.00	399858	
UNITED STATES POSTAL SERVICE	21.57	399878	
HARRY SCHOPPE	8.96	399906	1,092.77*
COUNTY CLERK			
ADVANCED OFFICE SYSTEMS, INC.	243.00	399734	
COUNTY & DISTRICT CLERK ASSN. OF TX	125.00	399770	
UNITED STATES POSTAL SERVICE	311.76	399878	679.76*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	399781	
UNITED STATES POSTAL SERVICE	1.40	399878	
ROCKY LAWDERMILK	500.00	399890	
KIMBERLY PHELAN, P.C.	1,000.00	399914	
HUBERT OXFORD IV	500.00	399935	
FRANCES BLAIR BETHEA	500.00	399951	2,901.40*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	4.17	399878	4.17*
COUNTY TREASURER			
OFFICE DEPOT	8.98	399815	
UNITED STATES POSTAL SERVICE	248.34	399878	257.32*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	13,649.74	399817	
CIT TECHNOLOGY FINANCING SERVICE	499.00	399936	14,148.74*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	2.05	399878	2.05*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
B&L MAIL PRESORT SERVICE	1,442.92	399753	
S.E. TEXAS REGIONAL PLANNING	115,301.61	399834	
TIME WARNER COMMUNICATIONS	192.23	399840	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	399841	
TRIANGLE AREA NETWORK	75,000.00	399846	
TOWER COMMUNICATIONS, INC.	2,435.00	399875	
REGION I WATER PLANNING GROUP	2,651.00	399891	
JEFFERSON COUNTY CREDIT CARDS	20.58	399959	
THE ARC OF GREATER BEAUMONT	5,000.00	399979	
DYNAMEX INC	224.10	399995	204,967.44*
DATA PROCESSING			
GUARDIAN FORCE	36.00	399735	
OFFICE DEPOT	82.43	399815	
CDW COMPUTER CENTERS, INC.	2,177.07	399867	
RELYCO SALES INC	11,276.60	400013	13,572.10*
VOTERS REGISTRATION DEPT			
CUMULUS BROADCASTING, INC.	4,500.00	399872	
UNITED STATES POSTAL SERVICE	384.82	399878	4,884.82*
ELECTIONS DEPARTMENT			
ELECTION ADMINISTRATION REPORT	219.00	399774	
THE EXAMINER	52.00	399777	
M&D SUPPLY	59.90	399804	
WALMART COMMUNITY BRC	141.88	399876	
UNITED STATES POSTAL SERVICE	235.14	399878	
JEFFERSON COUNTY CREDIT CARDS	108.00	399959	
ABSOLUTE PRINT SOLUTIONS	106.99	399974	
ELECTION ADMINISTRATORS LLC	3,585.00	399981	4,507.91*
DISTRICT ATTORNEY			
GT DISTRIBUTORS, INC.	3,753.41	399780	
TDCAA BOOK ORDERS	34.00	399839	
TEXAS DEPT OF LICENSING &	350.00	399843	
WAYLN G. THOMPSON	474.32	399845	
WALMART COMMUNITY BRC	1,373.56	399876	
UNITED STATES POSTAL SERVICE	295.85	399878	
ASHLEY MOLFINO	39.92	399915	
FILE & SERVE XPRESS LLC	20.00	399982	
SUPPLYNET INC	180.80	400017	6,521.86*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	227.13	399878	227.13*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	41,181.25	399756	
THOMAS J. BURBANK, P.C.	800.00	399762	
TRAVIS EVANS	800.00	399776	
OFFICE DEPOT	197.94	399815	
NATHAN REYNOLDS, JR.	900.00	399825	
UNITED STATES POSTAL SERVICE	50.13	399878	
JAMES R. MAKIN, P.C.	942.90	399965	44,872.22*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	399835	29.95*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	399878	
ACCO BRANDS DIRECT	58.98	399987	59.39*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	399878	.81*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID GROVE	800.00	399741	
DAVID W BARLOW	500.00	399755	
THOMAS J. BURBANK, P.C.	900.00	399762	
JIMMY D. HAMM	600.00	399790	
TERRENCE HOLMES	271.88	399793	
RIFE KIMLER, LAW OFFICE OF	1,500.00	399798	
RONALD E. LANIER	800.00	399864	
UNITED STATES POSTAL SERVICE	259.69	399878	
LEXIS-NEXIS	53.00	399880	
KIMBERLY R. BROUSSARD	994.25	399938	
NORMAN DESMARAIS JR.	500.00	399949	
ALEX BILL III	1,400.00	399966	
SAMUEL & SON LAW FIRM PLLC	900.00	400010	9,478.82*
279TH DISTRICT COURT			
GAYLYN COOPER	325.00	399739	
JACK LAWRENCE	650.00	399742	
PHILLIP DOWDEN	75.00	399748	
LAIRO DOWDEN, JR.	185.00	399773	
OFFICE DEPOT	9.45	399815	
ANITA F. PROVO	150.00	399824	
GLEN M. CROCKER	1,000.00	399882	
ANTOINETTE BRADLEY	500.00	399903	
JOEL WEBB VAZQUEZ	325.00	399909	
KIMBERLY PHELAN, P.C.	75.00	399914	
TONYA CONNELL TOUPS	1,539.38	399930	
JONATHAN L. STOVALL	150.00	399963	
WILLIAM FORD DISHMAN	500.00	399990	
BRYAN E MCEACHERN PC	500.00	399996	
MATUSKA LAW FIRM	525.00	400002	
TARA SHELANDER	1,500.00	400004	8,008.83*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	3.36	399878	
LEXIS-NEXIS	53.00	399880	56.36*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	19.97	399878	19.97*
JUSTICE COURT-PCT 4			
AT&T	73.64	399837	73.64*
JUSTICE COURT-PCT 6			
BEAUMONT ENTERPRISE	276.64	399775	
UNITED STATES POSTAL SERVICE	38.15	399878	314.79*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.62	399878	
LEXIS-NEXIS	45.00	399880	46.62*
COUNTY COURT AT LAW NO. 2			
MIKE LAIRD, ATTORNEY AT LAW	250.00	399801	
OFFICE DEPOT	602.57	399815	
UNITED STATES POSTAL SERVICE	55.88	399878	908.45*
COUNTY COURT AT LAW NO. 3			
GAYLYN COOPER	300.00	399738	
MARVA PROVO	250.00	399823	
UNITED STATES POSTAL SERVICE	32.89	399878	
TERRENCE ALLISON	250.00	399983	832.89*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.22	399878	
LEXIS-NEXIS	53.00	399880	54.22*
MEDIATION CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
JASON'S DELI	43.54	399870	
UNITED STATES POSTAL SERVICE	6.50	399878	50.04*
ALTERNATIVE SCHOOL			
FRED MILLER STORES	96.85	399807	
OFFICE DEPOT	80.00	399815	176.85*
SHERIFF'S DEPARTMENT			
OFFICE DEPOT	505.79	399815	
AT&T	119.08	399837	
PNEU-DART, INC.	626.56	399874	
UNITED STATES POSTAL SERVICE	1,204.04	399878	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	399885	
FIVE STAR FEED	578.35	399899	
STANLEY SHIPPER	49.95	399900	
JEFFERSON COUNTY CREDIT CARDS	85.64	399959	
RITA HURT	1,100.00	399973	
BOUND TREE MEDICAL LLC	1,212.64	399978	
NTOA	150.00	399991	
SILSBEE FORD INC	14,732.66	399997	
4MD MEDICAL SOLUTIONS	149.15	400014	20,579.76*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	114.59	399730	
FISHER SCIENTIFIC	398.17	399779	
OFFICE DEPOT	1,402.68	399815	
SOUTHEAST TEXAS WATER	1,864.90	399835	
DPS REPROGRAPHICS & DISTRIBUTION	195.00	399976	3,975.34*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	456.47	399728	
GUARDIAN FORCE	212.50	399735	
JOHNSTONE SUPPLY	168.12	399743	
BOB BARKER CO., INC.	227.75	399754	
BOSWORTH PAPER	122.56	399761	
COASTAL WELDING SUPPLY	36.00	399766	
COBURN'S, BEAUMONT BOWIE (1)	47.57	399767	
W.W. GRAINGER, INC.	4,462.55	399783	
ENTERGY	380.40	399787	
KOMMERCIAL KITCHENS	348.63	399800	
M&D SUPPLY	298.42	399804	
FRED MILLER STORES	488.80	399807	
MOORE SUPPLY, INC.	423.96	399809	
OFFICE DEPOT	1,832.98	399815	
PETTY CASH - SHERIFF'S OFFICE	583.80	399820	
PHYSICIAN SALES & SERVICE, INC.	319.00	399821	
SANITARY SUPPLY, INC.	4,634.28	399827	
SCOTT EQUIPMENT, INC.	475.06	399828	
AT&T	1,316.09	399837	
SUTHERLAND LUMBER CO.	406.34	399838	
WASTE MGT. GOLDEN TRIANGLE, INC.	2,578.50	399849	
WESCO DISTRIBUTION, INC.	3,494.40	399850	
WHOLESALE ELECTRIC SUPPLY CO.	661.65	399854	
WILLBANKS & ASSOCIATES	530.00	399855	
WORTH HYDROCHEM	327.00	399856	
LOWE'S HOME CENTERS, INC.	152.33	399888	
TEXAS GAS SERVICE	471.56	399896	
SOUTHEAST TEXAS STARTER	4,675.00	399931	
AIRGAS SOUTHWEST	395.23	399934	
WORLD FUEL SERVICES	498.00	399948	
FIVE STAR CORRECTIONAL SERVICE	57,421.92	399954	
JEFFERSON COUNTY CREDIT CARDS	26.99	399959	
LIQUID CAPITAL EXCHANGE INC	4,116.22	399967	92,590.08*
JUVENILE PROBATION DEPT.			
J WALTER BORDAGES JR PHD	345.00	399760	
EDWARD B. GRIPON, M.D., P.A.	450.00	399784	
UNITED STATES POSTAL SERVICE	29.42	399878	

NAME	AMOUNT	CHECK NO.	TOTAL
TENNILLE DAW	754.88	399892	
JOHN ANDERSON	73.92	399955	
JUVENILE DETENTION HOME			1,653.22*
ALL STAR PLUMBING	171.00	399747	
CASH ADVANCE ACCOUNT	502.75	399796	
MOORE SERVICE CO., INC.	314.33	399808	
OAK FARM DAIRY	241.23	399863	
HANDLE WITH CARE BEHAVIOR	400.00	399884	
FLOWERS FOODS	88.80	399904	
BEN E KEITH FOODS	1,985.63	399907	
CENTERPOINT ENERGY RESOURCES CORP	446.69	399911	
VANSCHUCA SANDERS-CHEVIS	700.00	399920	
KAREN ROBERTS	100.00	399940	
AI FILTER SERVICE COMPANY	183.79	399971	
WASTEWATER TRANSPORT SERVICES LLC	918.00	400003	
CONSTABLE PCT 1			6,052.22*
OFFICE DEPOT	291.40	399815	
UNITED STATES POSTAL SERVICE	90.24	399878	
LEXISNEXIS MATTHEW BENDER	76.00	399889	
COLEY "NICK" SALEME	20.00	399999	
MARK MANN	20.00	400024	
CONSTABLE-PCT 4			497.64*
AT&T	36.82	399837	
WALMART COMMUNITY BRC	277.96	399876	
CONSTABLE-PCT 6			314.78*
UNITED STATES POSTAL SERVICE	4.20	399878	
CODE BLUE	33.00	399908	
CONSTABLE PCT. 7			37.20*
TEXAS STATE UNIVERTY/SAN MARCOS	600.00	399836	
CONSTABLE PCT. 8			600.00*
ORANGE COUNTY ASSOCIATION FOR	300.00	399860	
COUNTY MORGUE			300.00*
A&A ELECTRIC CO., INC.	880.36	399726	
AGRICULTURE EXTENSION SVC			880.36*
TERRIE S. LOONEY	101.92	399727	
STARLA B. GARLICK	316.06	399736	
WALMART COMMUNITY BRC	612.87	399876	
UNITED STATES POSTAL SERVICE	1.22	399878	
HEALTH AND WELFARE NO. 1			1,032.07*
ENTERGY	70.00	399788	
HERNANDEZ OFFICE SUPPLY, INC.	225.00	399792	
TEXAS MEDICAL ASSOCIATION, INC.	350.00	399844	
UNITED STATES POSTAL SERVICE	48.57	399878	
AMERICAN BOARD OF PHYSICIAN	602.50	399929	
AMERICAN MEDICAL ASSOCIATION	210.00	399933	
HEALTH AND WELFARE NO. 2			1,506.07*
CITY OF PORT ARTHUR - WATER DEPT.	40.00	399765	
O.W. COLLINS APARTMENTS	196.05	399768	
ENTERGY	70.00	399789	
TEXAS MEDICAL ASSOCIATION, INC.	350.00	399844	
VICKIE MCINTYRE	70.00	399859	
TERRI WATSON	70.00	399919	
AMERICAN BOARD OF PHYSICIAN	602.50	399929	

NAME	AMOUNT	CHECK NO.	TOTAL
AMERICAN MEDICAL ASSOCIATION	210.00	399933	
OPTUM INSIGHT	114.95	399977	
JOHNNY R COOPER	100.00	400012	
MANUEL GASPER JR	300.00	400018	
NURSE PRACTITIONER			2,123.50*
LESLIE LITTLE	50.00	400023	
CHILD WELFARE UNIT			50.00*
BEAUMONT OCCUPATIONAL SERVICE, INC.	628.10	399885	
J.C. PENNEY'S	100.00	399886	
ENVIRONMENTAL CONTROL			728.10*
CASH ADVANCE ACCOUNT	619.35	399796	
INDIGENT MEDICAL SERVICES			619.35*
KINGS PHARMACY	375.49	399745	
OFFICE DEPOT	422.55	399815	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	399932	
CARDINAL HEALTH 110 INC	22,870.52	399988	
MAINTENANCE-BEAUMONT			27,441.56*
LOUIS AND COMPANY	436.01	399737	
JOHNSTONE SUPPLY	1,066.09	399743	
CITY OF BEAUMONT - LANDFILL	71.50	399749	
CINTAS, INC.	233.48	399764	
M&D SUPPLY	211.46	399804	
FRED MILLER STORES	79.90	399807	
MOORE SUPPLY, INC.	259.87	399809	
SANITARY SUPPLY, INC.	5,016.01	399827	
ACE IMAGEWEAR	145.15	399831	
TRI-CON, INC.	910.25	399847	
BAKER DISTRIBUTING COMPANY	745.85	399901	
AMERICAN FLAG STORE	30.50	399942	
NEDERLAND FRAME SHOP	446.05	399953	
JEFFERSON COUNTY CREDIT CARDS	180.60	399959	
QUINCY COMPRESSOR LLC	247.50	400007	
MAINTENANCE-PORT ARTHUR			10,080.22*
WALMART COMMUNITY BRC	120.38	399876	
MAINTENANCE-MID COUNTY			120.38*
ALL-PHASE ELECTRIC SUPPLY	298.00	399769	
ACE IMAGEWEAR	55.82	399831	
WASTE MGT. GOLDEN TRIANGLE, INC.	159.52	399849	
W. JEFFERSON COUNTY M.W.D.	25.13	399851	
CENTERPOINT ENERGY RESOURCES CORP	63.46	399911	
ATTABOY TERMITE & PEST CONTROL	108.00	399945	
SERVICE CENTER			709.93*
ACTION AUTO GLASS	216.39	399740	
J.K. CHEVROLET CO.	2,369.06	399794	
KINSEL FORD, INC.	106.74	399799	
M&D SUPPLY	12.78	399804	
SEALS AUTOMATIC TRANSMISSION	2,128.09	399829	
AT&T	59.44	399837	
TRI-CON, INC.	3,028.48	399847	
VIN'S PAINT & BODY, INC.	1,288.10	399865	
BUMPER TO BUMPER	248.00	399910	
UNIFIRST HOLDINGS INC	22.23	399946	
MIGHTY OF SOUTHEAST TEXAS	79.95	399968	
SILSBEE FORD INC	106.56	399997	
VETERANS SERVICE			9,665.82*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	12.82	399878	12.82*
MOSQUITO CONTROL FUND			531,539.79**
GREYHOUND PACKAGE EXPRESS	74.50	399744	
SUPERIOR TIRE & SERVICE	25.64	399746	
GREG MARCINIAK	370.50	399805	
MOTION INDUSTRIES, INC.	35.42	399811	
MUNRO'S	98.95	399812	
RITTER @ HOME	11.48	399826	
KEVIN SEXTON	357.30	399830	
WASTE MGT. GOLDEN TRIANGLE, INC.	83.24	399849	
GULF COAST AVIONICS CORPORATION	2,040.00	399866	
CENTERPOINT ENERGY RESOURCES CORP	25.81	399911	
JEFFERSON COUNTY AGRICUTLURE COMM	150.00	399956	
PARKER LUMBER	1,437.59	399957	4,710.43**
TOBACCO SETTLEMENT FUND			
JULIE ROGERS "GIFT OF LIFE" PROGRAM	50,000.00	399918	50,000.00**
LAW LIBRARY FUND			
TEXAS DISTRICT & COUNTY ATTY ASSN.	298.00	399842	
THOMSON REUTERS-WEST	110.00	399985	408.00**
GRT N MENTAL HEALTH SVCS			
CORNELL CORRECTIONS OF TEXAS	5,723.74	400001	5,723.74**
JUVENILE TJPC-A-2014-123			
AZLEWAY, INC.	4,443.30	399752	
GULF COAST TRADES CENTER	1,545.45	399786	
PEGASUS SCHOOL	4,443.30	399818	
HAYS COUNTY	8,925.00	399857	
BI INCORPORATED	803.08	399869	
CORNELL CORRECTIONS OF TEXAS	4,443.30	400001	
CORNERSTONE PROGRAMS CORPORATION	2,490.00	400011	27,093.43**
JUVENILE PROB & DET. FUND			
AZLEWAY, INC.	4,443.30	399752	
GULF COAST TRADES CENTER	6,181.80	399786	
GLEN MILLS SCHOOLS	3,216.78	399806	
HAYS COUNTY	10,500.00	399857	
HARRISON COUNTY JUVENILE SERVICES	7,110.00	399887	
CORNELL CORRECTIONS OF TEXAS	8,886.60	400001	
CORNERSTONE PROGRAMS CORPORATION	1,340.00	400011	
G4S YOUTH SERVICES LLC	4,200.00	400015	45,878.48**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,387.50	399795	
UNITED STATES POSTAL SERVICE	103.59	399878	
JCCSC	20.00	399962	1,511.09**
JEFF. CO. WOMEN'S CENTER			
CENTERPOINT ENERGY RESOURCES CORP	243.01	399911	243.01**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	321.90	399815	
JEFFERSON COUNTY CREDIT CARDS	95.00	399959	
AMTEC LESS-LETHAL SYSTEMS INC	1,919.00	400016	2,335.90**
COUNTY CLERK - RECORD MGT			
SOUTHWEST FILING & STORAGE	10,211.00	400006	10,211.00**
COUNTY RECORDS MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
READYDOCK INC	297.82	399993	297.82**
VAWA FUND			
KIMBERLY PHELAN, P.C.	500.00	399914	500.00**
J.P. COURTROOM TECH. FUND			
HEADSETS.COM, INC.	1,683.75	399881	1,683.75**
HOTEL OCCUPANCY TAX FUND			
BEAUMONT TROPHIES	6.00	399759	
LAMAR UNIVERSITY - ATHLETIC DEVELOP	2,500.00	399802	
LAMAR UNIVERSITY - ATHLETIC DEVELOP	2,500.00	399803	
MUNRO'S	122.25	399812	
OFFICE DEPOT	76.28	399815	
TRI-CITY COFFEE SERVICE	72.65	399848	
MUSEUM OF THE GULF COAST	2,500.00	399868	
ART MUSEUM OF SOUTHEAST TEXAS	2,925.00	399883	
PORT NECHES CHAMBER OF COMMERCE	10,500.00	399893	
SPORTS SOCIETY FOR AMERICAN HEALTH	3,750.00	399894	
SOUTHEAST TEXAS ARTS COUNCIL	5,000.00	399895	
BEAUMONT CONVENTION & VISITOR BUREA	9,600.00	399897	
FORD PARK	76,350.00	399898	
YOUNG MEN'S BUSINESS LEAGUE	500.00	399902	
SOUTHERN BLACK SOFTBALL ASSOCIATION	5,000.00	399921	
SOUTHERN BLACK SOFTBALL ASSOCIATION	500.00	399922	
SOUTHERN BLACK SOFTBALL ASSOCIATION	5,000.00	399923	
STARS OVER TEXAS SOFTBALL	500.00	399924	
STARS OVER TEXAS SOFTBALL	500.00	399925	
STARS OVER TEXAS SOFTBALL	500.00	399926	
LA RUE ROUGEAU	55.44	399927	
TOP DOG SOFTBALL CLUB	500.00	399937	
TEXAS STYLE COOL AUTUMN NITES	3,000.00	399950	
AMERICAN LEGION	5,875.00	399960	
HERITAGE LIFE CENTER	2,100.00	399961	
PORT ARTHUR CONVENTION & TOURIST	9,136.00	399969	
PORT ARTHUR CONVENTION & TOURIST	69,823.00	399970	
JEFFERSON COUNTY BAR ASSOCIATION	2,700.00	399980	
MATERA PAPER COMPANY INC	435.46	399984	
BOOMTOWN FILM AND MUSIC FESTIVAL	500.00	399989	
MUSEUM ARTS	6,100.00	399994	
FISH WINDOW CLEANING	282.00	400019	
MICHAEL BLACK PHOTOGRAPHY	400.00	400020	
HARDIN JEFFERSON ISD	500.00	400021	
CLIFTON STEAMBOAT MUSEUM INC	1,111.00	400022	230,920.08**
COUNTY CLERK HAVA FUND			
ELECTION ADMINISTRATORS LLC	14,645.00	399981	14,645.00**
FBI FIRING RANGE REPAIR			
HERNANDEZ OFFICE SUPPLY, INC.	5,182.02	399792	5,182.02**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	399992	10,500.00**
CAPITAL PROJECTS FUND			
GOLD CREST ELECTRIC CO., INC.	6,039.06	399782	
HERNANDEZ OFFICE SUPPLY, INC.	525.00	399792	
OFFICE DEPOT	458.96	399815	7,023.02**
AIRPORT FUND			
BEAUMONT ENTERPRISE	120.00	399775	
CASH ADVANCE ACCOUNT	482.70	399796	
KAY ELECTRONICS, INC.	253.39	399797	
SHERWIN-WILLIAMS	226.77	399832	
AT&T	605.48	399837	

NAME	AMOUNT	CHECK NO.	TOTAL
GARSITE	177.26	399862	
LOWE'S HOME CENTERS, INC.	1,397.21	399888	
CENTERPOINT ENERGY RESOURCES CORP	67.25	399911	
JOHN NAIL	64.00	399964	
TRAVIS BROTHERS BUILDING AUTOMATION	1,480.00	399975	4,634.06**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	70,796.70	399947	70,796.70**
SETEC FUND			
CURTIS 1000, INC.	213.89	399772	213.89**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,391.67	399912	6,391.67**
D.A.'S FORFEITURED FUNDS			
PCM-G	525.60	399943	525.60**
SHERIFF'S FORFEITURE FUND			
JEFFERSON COUNTY CREDIT CARDS	650.00	399959	
NIGHT FLIGHT CONCEPTS INC	300.00	399972	
SILSBEE FORD INC	8,455.67	399997	9,405.67**
GUARDIANSHIP FEE			
J.T. HAYNES	200.00	399916	200.00**
MARINE DIVISION			
AT&T	79.02	399837	
PALMER POWER	10.00	399986	
			89.02**
			1,111,098.16***

JEFFERSON COUNTY CONSTABLE

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PRECINCT-1
COLEY "NICK" SALEME
Joe "QB" Stevenson, Chief Deputy



October 9, 2014

Commissioner's Court Agenda

Dear Commissioners:

Please consider and possibly approve the hiring of James A. Locke as Deputy Constable with Constable Precinct One in accordance with Local Government Code (LGC) 86.011 with an effective date of October 13, 2014.

James A. Locke was a Deputy Constable under the Precinct 6 Constable Administration and was hired by the BISD Police Department.

Thanks,

Coley "Nick" Saleme
Jefferson County Constable, Pct. 1

A handwritten signature in blue ink that reads "Volena Chatman".

By: Volena Chatman, Chief Clerk/Administrative Assistant

**AGENDA ITEM****October 20, 2014**

Consider, possibly approve and authorize the County Judge to execute an Addendum to the Inter-local Cooperation Agreement between Spindletop Center and Jefferson County regarding mental health liaison officers, pursuant to Texas Government Code, Chapter 791.

STATE OF TEXAS

COUNTY OF JEFFERSON

ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
SPINDLETOP CENTER AND COUNTY OF JEFFERSON REGARDING
MENTAL HEALTH LIAISON POSITION

THIS ADDENDUM to the Interlocal Cooperation Agreement between **Spindletop Center**, a unit of local government whose principle office is in **Beaumont, Jefferson** County, Texas, (Hereinafter "**Center**") and the **County of Jefferson**, a political subdivision of the State of Texas (Hereinafter "**County**") is made and entered into this the _____ day of _____, 2014.

RECITALS

This Addendum to the Interlocal Cooperation Agreement between **Spindletop Center** and the **County of Jefferson**, is made under the authority granted to the County and Center by and pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

WHEREAS, on February 10, 2014, Center and County entered into an Interlocal Cooperation Agreement regarding the funding of a Mental Health **liaison** position for the **Mental Health Liaison Program**.

WHEREAS, both the **Center** and the **County** agree that at the onset of this agreement in February 2014, the **Center** provided for a one-time payment of FORTY THOUSAND DOLLARS (\$40,000.00) to cover equipment costs for the **County**. This money was utilized to purchase a 2014 Tahoe, fully equipped with Jefferson County required cages, radios, lights, sirens, lock boxes and lap top computer, along with individual equipment for deputies. However; the **County** provided a vehicle and a permanent deputy as a "training officer" to enable the initiation of this program.

WHEREAS, the **County** and **Center** agree that this program has been very successful and **Center** wishes to fully implement two full-time Mental Health Liaison Deputies to serve under their grant program.

WHEREAS, Center wishes to adjust payment of funds that would allow the **County** to purchase a second 2014 Tahoe, fully equipped, and with Jefferson County required cages, radios, lights, sirens, lock boxes and lap top computer, along with individual equipment for a liaison deputy.

WHEREAS, the Center agrees to pay **County** an additional annual amount, NOT TO EXCEED TWENTY-TWO THOUSAND (\$22,000.00) DOLLARS, to cover the additional expense to the **County** for a second vehicle. **Center** and **County** agree that this additional expenditure can be accomplished by first using any unused COUNTY funding left from the original agreement, when with funds available to the **Center**. The Center is hereby agreeing to pay to the **County** this additional amount as part of the payment schedule set forth in the primary agreement.

It is further understood and agreed by County and Center that all terms and conditions of the primary contract are binding and applicable to this Addendum.

Executed this _____ day of _____, 2014.

SPINDLETOP CENTER

By: _____

Charlie Harris, Ph.D.
Executive Director

Address: 655 S. 8th St Beaumont, TX 77701

COUNTY OF JEFFERSON

JEFFERSON COUNTY SHERIFF DEPT.

By: _____
Jeff Branick, County Judge

By: _____
Mitch Woods, Sheriff

Attest: _____
Carolyn L Guidry, County Clerk

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE SPINDLETOP CENTER IN OPEN MEETING ON THE _DAY OF _.

Billy Pruett
Secretary to the Board of Trustees



Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.936.6342 – andrew.hawkins@glo.texas.gov

TRANSMITTAL OF DOCUMENTS – OCTOBER 8, 2014

Mr. Don Rao, Director of Engineering
 Jefferson County
 1149 Pearl Street, 5th Floor
 Beaumont, TX 77701

RE: GLO CONTRACT 15-075-000-8730, CEPRA 1577

Dear Mr. Rao:

Enclosed concerning the GLO contract referenced above are duplicate original documents. Please have them signed where indicated by an official authorized to bind your entity and return them both, directly to my attention, in the enclosed envelope. I will promptly return one fully-executed document for your files.

Please contact me if you have any questions. I can be reached at (512) 936-6342 or by email at andrew.hawkins@glo.texas.gov.

Best regards,

Andrew Hawkins
 Staff Attorney

enclosures (2)





COASTAL EROSION PLANNING AND RESPONSE ACT
INTERLOCAL PROJECT COOPERATION AGREEMENT
GLO CONTRACT NO. 15-075-000-8730
CEPRA PROJECT NO. 1577

This project cooperation agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (the “GLO”) and **JEFFERSON COUNTY**, the Qualified Project Partner (“QPP”), each a “Party” and collectively the “Parties,” under the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613 (“CEPRA”) for CEPRA Project No. 1577, “Keith Lake Fish Pass Baffle Marsh Restoration.”

ARTICLE 1 – GENERAL PROVISIONS

1.01 PURPOSE

The purpose of this Contract is to set forth the terms and conditions of the cooperation of QPP in a CEPRA project managed by the GLO, with funding provided by the GLO and QPP.

1.02 CONTRACT DOCUMENTS

The GLO and QPP hereby agree that this Contract and the following Attachments, incorporated herein for all purposes in their entirety, shall govern the Contract:

ATTACHMENT A: PROJECT WORK PLAN AND BUDGET

ATTACHMENT B: PROJECT LOCATION MAPS

ATTACHMENT C: GENERAL AFFIRMATIONS

1.03 DEFINITIONS

“Account” means the coastal erosion response account as defined in Section 33.604 of the Texas Natural Resources Code.

“Administrative and Audit Regulations” means the statutes and regulations included in Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VI herein. State agencies with the necessary legal authority include, but are not limited to: the GLO, the GLO’s contracted examiners, the State Auditor’s Office, and the Texas Attorney General’s Office.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“Budget” means the budget for the Project, as detailed in Attachment A to this Contract, the Project Work Plan and Budget.

“CEPRA” or the “Act” means the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in Attachment C, attached hereto and incorporated herein for all purposes, which QPP affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Project” means the activities described in SECTION 2.01 and detailed in the Work Plan in Attachment A of this Contract.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Partner Match” means the amount contributed by QPP and all funding sources other than the CEPRA Account to pay the shared Project costs set forth in the Budget.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Qualified Project Partner” or “QPP” means Jefferson County.

“State of Texas *Textravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Work Plan” means the methodology, means, and manner in which the Project shall be accomplished, as detailed in Attachment A of this Contract, the Project Work Plan and Budget.

1.04 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Contract.

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ARTICLE 2 – SCOPE OF PROJECT

2.01 PROJECT DESCRIPTION

The Parties agree to cooperate to facilitate the permitting, final engineering design, and construction of a baffle structure to modify the Keith Lake Fish Pass channel adjacent to Keith Lake in Jefferson County, Texas (the “Project”). The Project area is depicted on the Project Location Maps, attached hereto and incorporated herein in their entirety for all purposes as **Attachment B**. The Parties shall complete the Project in accordance with the Project Work Plan and Budget in **Attachment A**, and in accordance with the General Affirmations in **Attachment C**.

The Work Plan or Budget may be amended by written agreement of the Parties if initiated by the GLO or by submission by QPP of a written request and detailed justification to the GLO Project Manager listed in **SECTION 2.02**. Amendments to the Work Plan or Budget may delay performance of the Project. **ANY COSTS INCURRED WHILE AWAITING APPROVAL OF AMENDMENTS REQUESTED BY QPP ARE THE RESPONSIBILITY OF QPP.**

2.02 PROJECT MANAGERS

The designated Project Managers for this Project are:

GLO

Thomas Durnin, Project Manager
 Texas General Land Office
 Coastal Resources Division
 P. O. Box 12873
 Austin, TX 78711-2873
 TEL: (512) 463-1192
 FAX: (512) 475-0680
 E-mail: thomas.durnin@glo.texas.gov

QPP

Don Rao, Director of Engineering
 Jefferson County
 1149 Pearl Street, 5th Floor
 Beaumont, TX 77701
 TEL: (409) 835-8584
 FAX: (409) 839-2311
 E-mail: drao@co.jefferson.tx.us

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ARTICLE 3 – TERM

3.01 DURATION

This Contract shall be effective as of the date executed by the last Party and shall terminate on August 31, 2015. Renewals, if any, shall be upon terms mutually agreeable to the Parties, and shall be from September 1 to August 31, coinciding with the state's fiscal year.

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, QPP shall cease any work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

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ARTICLE 4 – FUNDING

4.01 TOTAL PROJECT BUDGET

The Parties agree that all expenses associated with the performance of this Contract will be paid by the Parties in accordance with the Budget in **Attachment A** in an amount not to exceed the sum of **FIVE MILLION ONE HUNDRED TWO THOUSAND DOLLARS (\$5,102,000.00)**.

4.02 CEPRA ACCOUNT

The Parties agree that the total amount to be expended by the GLO from the CEPRA Account toward the Project Budget will not exceed the sum of **ONE MILLION EIGHT HUNDRED NINETY THOUSAND DOLLARS (\$1,890,000.00)**.

4.03 QPP CONTRIBUTION

QPP agrees to contribute the sum of **THREE MILLION TWO HUNDRED TWELVE THOUSAND DOLLARS (\$3,212,000.00)** as Partner Match towards the Project Budget in accordance with **Attachment A**.

4.04 PARTNER MATCH

The Act requires QPP to provide matching funds for not less than forty percent (40%) of shared Project costs. The Act's requirement is satisfied by the Partner Match, which includes the sum to be contributed by QPP under **SECTION 4.03**.

QPP acknowledges that it may not use costs incurred before entering into this Contract or not in accordance with the Budget in Attachment A to offset QPP's portion of the Partner Match.

During the construction phase of the Project, Partner Match documentation and requests for reimbursement of project expenses must be submitted to the GLO monthly. All Partner Match requirements must be accounted for before the expiration of this Contract. All expenditures must be supported by actual receipts, cancelled checks, or such other documentation that, in the judgment of the GLO, substantiates the value of the expenditures. Expenditures are subject to the review and approval of the GLO and approval of expenditures is in the sole discretion of the GLO.

Requests for reimbursement must:

- (a) be submitted to vendorinvoices@glo.texas.gov; with a copy to the GLO Project Manager at thomas.durnin@glo.texas.gov; and
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) prominently display "GLO Contract No. 15-075-000-8730."

Failure to submit requests for payment as instructed may significantly delay payment under the Contract.

4.05 ALTERNATIVE SOURCE FUNDING

The Parties agree to continue to work cooperatively to investigate and secure funding from sources other than the Account. Alternative sources of funding acquired by QPP after the execution of this Contract may be used to meet the Partner Match.

4.06 GENERAL AFFIRMATIONS

To the extent that they are applicable, QPP certifies that the General Affirmations in **Attachment C** have been reviewed, and that QPP is in compliance with each of the requirements reflected therein.

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ARTICLE 5 - STATE FUNDING / RECAPTURE / OVERPAYMENT**5.01 STATE FUNDING**

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.02 RECAPTURE OF FUNDS

QPP shall conduct the Project as set forth in the Contract, in a satisfactory manner as determined by the GLO. The discretionary right of the GLO to terminate for convenience notwithstanding, it is expressly understood and agreed by QPP that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that QPP has not used in strict accordance with the terms and conditions of this Contract and all applicable laws, rules, and regulations.

5.03 OVERPAYMENT

QPP understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. QPP further understands and agrees that reimbursement of such disallowed costs shall be paid by QPP from funds which were not provided or otherwise made available to QPP under this Contract.

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ARTICLE 6 – RECORDS, AUDIT, AND PUBLIC DISCLOSURE

6.01 BOOKS AND RECORDS

QPP shall keep and maintain full, true, and complete records in accordance with GAAP or GASB, whichever is applicable, as necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract, other applicable agreements, and all state and federal rules, regulations, and statutes.

6.02 INSPECTION AND AUDIT

Pursuant to Texas Gov't Code Chapter 2262, QPP agrees that all relevant records related to this Contract, including the records of its Subcontractors, shall be subject to the Administrative and Audit Regulations. QPP understands that acceptance of assistance under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with the Project. Accordingly, such records shall be subject at any time to inspection, examination, audit, and copying at any location where such records may be found, with or without notice from the GLO or other government entity with necessary legal authority. QPP agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all relevant records and information requested. **The Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. QPP SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED IN ASSOCIATION WITH THIS CONTRACT REFLECT THE REQUIREMENTS OF THIS SECTION AND THE REQUIREMENT TO COOPERATE.**

6.03 PERIOD OF RETENTION

QPP shall retain all records relevant to this Contract for a minimum of four (4) years. The period of retention begins at the date of termination of the Contract or final reimbursement of the GLO, whichever is later). The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

6.04 PUBLIC INFORMATION

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. QPP shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Failure of QPP to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims QPP may make against the GLO for releasing such information without prior notice to QPP.

6.05 CONFIDENTIALITY

To the extent permitted by law, QPP and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or received by QPP or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by QPP or the GLO; or (c) information that QPP or the GLO is otherwise required to keep confidential by this Contract. Furthermore, QPP will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning this Contract without the prior written consent of the GLO.

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ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.01 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," QPP is self-insured and, therefore, is not required to purchase insurance.

7.02 LEGAL OBLIGATIONS

QPP shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by QPP to perform under the Contract. QPP will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. QPP agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

7.03 INDEMNITY

AS GOVERNMENTAL ENTITIES AND AS REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT IT IS LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM ITS ACTS OR OMISSIONS. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF QPP, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF QPP THEN, IN SUCH EVENT, QPP AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION, INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL, AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT QPP IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND QPP'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS INCURRED BY QPP, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY QPP TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF QPP MUST BE APPROVED BY QPP.

7.04 RELATIONSHIP OF THE PARTIES

QPP is associated with the GLO only for the purposes and to the extent specified in this Contract and with respect to QPP's performance pursuant to this Contract. QPP shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to any duties QPP has under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of QPP or any other party.

7.05 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, QPP shall comply with all applicable federal, state, and local laws, ordinances, and regulations. QPP shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract.

7.06 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

If to the GLO:

Texas General Land Office
1700 Congress Avenue
Austin, TX 78701
Attention: Legal Services Division – Mail Code 158

If to QPP:

Jefferson County
1149 Pearl Street, 5th Floor
Beaumont, TX 77701
Attention: Don Rao, Director of Engineering

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

7.07 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. QPP irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this Section shall be construed as a waiver of sovereign immunity by the GLO or QPP.**

7.08 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

7.09 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

7.10 PROPER AUTHORITY

Each Party hereto represents and warrants that (1) it has authority to perform under this Contract under authority granted in Chapter 791 of the Texas Government Code, and (2) the person executing this Contract on its behalf has full power and authority to enter into this Contract. QPP acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by QPP before this Contract is effective or after it ceases to be effective are performed at the sole risk of QPP.

7.11 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by QPP within thirty (30) days of receipt, this Contract may be declared null and void, in the sole discretion of the GLO.

7.12 SEVERABILITY

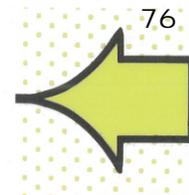
If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

7.13 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God;

any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may, at its sole discretion, terminate this Contract immediately upon written notification to QPP.

SIGNATURE PAGE FOLLOWS



**SIGNATURE PAGE FOR GLO CONTRACT NO. 15-075-000-8730
CEPRA PROJECT NO. 1577**

GENERAL LAND OFFICE

JEFFERSON COUNTY

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

By: _____
Title: _____

Date of execution: _____

Date of execution: _____

^{DS}
AH LEGAL ^{DS}
SX

^{DS} ^{DS}
TD PM KA

Deputy ^{DS}
Hsy

AGC ^{DS}
N

GC ^{DS}
WA

ATTACHMENTS TO THIS CONTRACT:

- ATTACHMENT A: PROJECT WORK PLAN AND BUDGET**
- ATTACHMENT B: PROJECT LOCATION MAPS**
- ATTACHMENT C: GENERAL AFFIRMATIONS**

ATTACHMENTS FOLLOW

**KEITH LAKE FISH PASS BAFFLE MARSH RESTORATION
CEPRA PROJECT No. 1577****PERMITTING/FINAL ENGINEERING DESIGN/CONSTRUCTION WORK PLAN**

1. To address the permitting, final engineering design and construction of a baffle structure to modify the Keith Lake Fish Pass channel adjacent to Keith Lake in Jefferson County, the GLO shall:
 - a. Expend from the CEPRA account an amount not to exceed \$1,890,000.00, in accordance with the contract, to be provided to the Qualified Project Partner on an expense reimbursement request basis.
 - b. Identify, document and confer with the Qualified Project Partner on the exact location and extent of the project area.
 - c. Assist the Qualified Project Partner with procuring other related contracting services if necessary or required.
 - d. Provide oversight review and approval of professional services provided in-house by the Qualified Project Partner as necessary or required.
 - e. Estimate total project costs and specifics of cost-sharing requirements.
 - f. Provide financial point of contact.
 - g. Comply with all federal, state and local regulations, where applicable.

2. To address the permitting, final engineering design and construction of a baffle structure to modify the Keith Lake Fish Pass channel adjacent to Keith Lake in Jefferson County, the Qualified Project Partner shall:
 - a. Expend an amount not to exceed 3,212,000.00 in local funds, in accordance with the contract.
 - b. Confer and cooperate with the GLO to delineate and document the exact location and extent of the project area.
 - c. Provide professional services on an in-house basis to:
 - document and survey existing conditions as required;
 - conduct a Coastal Boundary Survey in accordance with Texas Natural Resources Code §133.36, if deemed necessary;
 - obtain all permits required for the work if deemed necessary;
 - prepare a final design for the baffle structure as necessary;
 - prepare construction Contract Documents, including drawings, technical specifications and Owner's construction proposal solicitation or bid documents;
 - prepare an engineer's opinion of probable construction cost;
 - d. Procure a construction contractor through the QPP's regular procurement process for construction services to construct the baffle structure.
 - e. Conduct substantial and final completion inspections with the GLO and construction contractor.
 - f. Procure other related contracting services if necessary or required
 - g. Identify and coordinate with the GLO any additional in-kind services that may count toward any cost-sharing requirement under this Agreement if so determined, to include:
 - labor;
 - contractual;
 - volunteers;
 - equipment; and

- supplies.
- h. Document local support (local associations and/or foundations, etc.).
- i. Provide project point of contact.
- j. Comply with all local, state and federal regulations, where applicable.

BUDGET
KEITH LAKE FISH PASS BAFFLE MARSH RESTORATION
CEPRA PROJECT NO. 1577

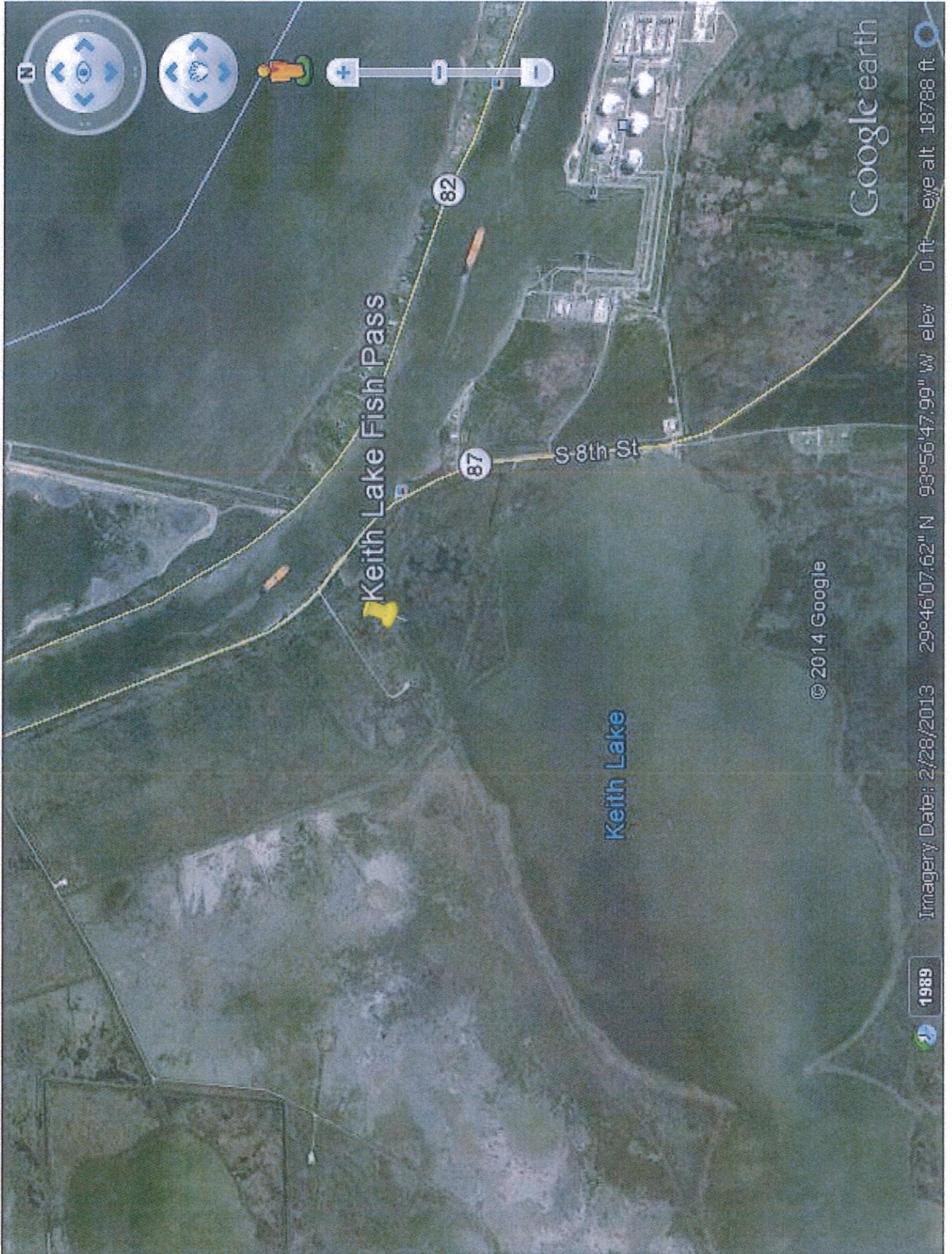
PROJECT COSTS

CONTRACTUAL	AMOUNT
Task 1. Final Design/Construction	\$5,102,000.00
TOTAL PROJECT COST NOT TO EXCEED	\$5,102,000.00

COST SHARING SUMMARY

QUALIFIED PROJECT PARTNER (QPP): 63%	
Non-federal Cash Commitment	\$3,212,000.00
QPP's TOTAL CONTRIBUTION	\$3,212,000.00
CEPRA: 37%	
CEPRA's TOTAL CONTRIBUTION	\$1,890,000.00
TOTAL PROJECT CONTRIBUTIONS	\$5,102,000.00





Google earth

Keith Lake Fish Pass

S-8th St

82

87

Keith Lake

© 2014 Google

Imagery Date: 2/28/2013 29°46'07.62" N 93°56'47.99" W elev 0 ft eye alt: 16788 ft

1989

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, Provider certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security Numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Provider certifies by signing this Attachment that: (a) the entity executing this Contract; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to the work herein described are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as Pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.
5. In addition, Provider certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that the participants named in items 4(a) through 4(d) above are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Provider may review in making this certification. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.
6. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
7. Provider certifies that it is in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Provider: _____

Date of Employment with Provider: _____

8. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
9. Provider understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.
10. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
11. Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Provider shall include the above provisions in all subcontracts pertaining to the work.
12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2014 TAX ROLL THIS _____ DAY OF _____, 2014.

County Judge

Commissioner Pct. #1

Commissioner Pct. #3

Commissioner Pct. #2

Commissioner Pct. #4

Sworn to and subscribed before me, the undersigned authority, this _____ day of _____, 2014.

CAROLYN GUIDRY, County Clerk

10/02/2014 06:05 pm
 tc502_juris_summary.rpt v1.8
 Request Seq.: 1752459

Tax Collection System - JEFFERSON COUNTY
 Certified Roll Jurisdiction Summary
 Processing For Tax Year: 2014

Jurisdiction: 1 JEFFERSON COUNTY			
Total Parcels:	152,760	Tax Rate:	0.3650000
Market Value:	32,131,627,569	State Hom:	0
		State O65:	0
		Disabled:	40,000
		Opt Hom:	0.2000000
		Opt O65:	40,000
		Opt Disabled:	0
AG Exclusion Count:	4,036	AG Exclusion Amt:	305,396,419
Timber Exclusion Count:	433	Timber Exclusion Amt:	21,383,504
HS Capped Count:	1,615	HS Capped Amt:	10,913,107
Assessed Value:	31,793,934,539		
Pro-rated-Excrv Count/Amt:	6,796	Pro Charitable Functions Count/Amt:	37
100% Exempt Vet Count/Amt:	380	Charitable Org Count/Amt:	1
Pro Youth Associations Count/Amt:	20	Low Income Housing Count/Amt:	2
Pro-rated-Excl Count/Amt:	4	Abatement Count/Amt:	9
EXXA Count/Amt:	14	Pollution Control Count/Amt:	175
Pro Misc Exempts Count/Amt:	128	Goods In Transit Count/Amt:	1
Pro Schools Count/Amt:	84	HB366 Count/Amt:	164
			44,698
State Homestead Count:	0	State Homestead Amt:	0
Local Homestead Count:	53,597	Local Homestead Amt:	1,124,572,167
State Over 65 Count:	0	State Over 65 Amt:	0
Local Over 65 Count:	18,012	Local Over 65 Amt:	666,121,087
Surviving Spouse Count:	124	Surviving Spouse Amt:	4,643,986
Disabled Count:	4,336	Disabled Amt:	151,578,215
Total VET Count:	1,112	Total VET Amt:	10,413,620
*VET Surviving Spouse Count:	32	*VET Surviving Spouse Amt:	280,576
*Included in the Total VET Count/Amt			
Partial Exempt Values:	1,957,329,075		
Taxable Value:	25,408,764,468		
Total Levy Amt:	92,074,156,78		
Late AG Penalty Count:	124	Late AG Penalty Amt:	1,399.57
Frozen Account Count:	21,653		
Frozen Homeste Value:	2,078,369,800		
Frozen Taxable Value:	873,249,719		
Unfrozen Levy Amt:	3,187,361.35		
Frozen Levy Amt:	2,520,790.02		
Frozen Levy Loss Amt:	666,571.33		
Total Non-Exempt Parcel Count:	152,760		

TERRY WUENSCHEL
TAX ASSESSOR-COLLECTOR



SUSIE JAMES
CHIEF DEPUTY

October 13, 2014

Patrick Swain
County Auditor
Jefferson County
Beaumont, TX

Dear Patrick:

Enclosed is the **2014 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved at the next Commissioners' Court meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

TERRY WUENSCHEL
Assessor-Collector of Taxes
Jefferson County, Texas

TW:db

Enclosure

cc: Fran Lee

grandrop.ltr.14

Permit No. 04-U-14Precinct No. 4

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline Within
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 10/03/2014

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

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

17 pages of drawings attached.

Construction will begin on or after November, 2014.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
7/27/2011, and all subsequent revisions thereof to date.

Company West Jefferson County MWD

By Dennis Greene

Title General Manager

Address 7824 Glen Brook Dr.

Telephone 409-794-2338

Fax No. 409-794-1256

FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

_____ road crossing @ \$100.00	_____	\$ _____
_____ miles parallel @ \$150.00/mile or fraction	<i>N/A</i>	\$ <i>N/A</i>
TOTAL	_____	\$ _____

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

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A Common Utility Carrier

Donald M. Pico
Director of Engineering

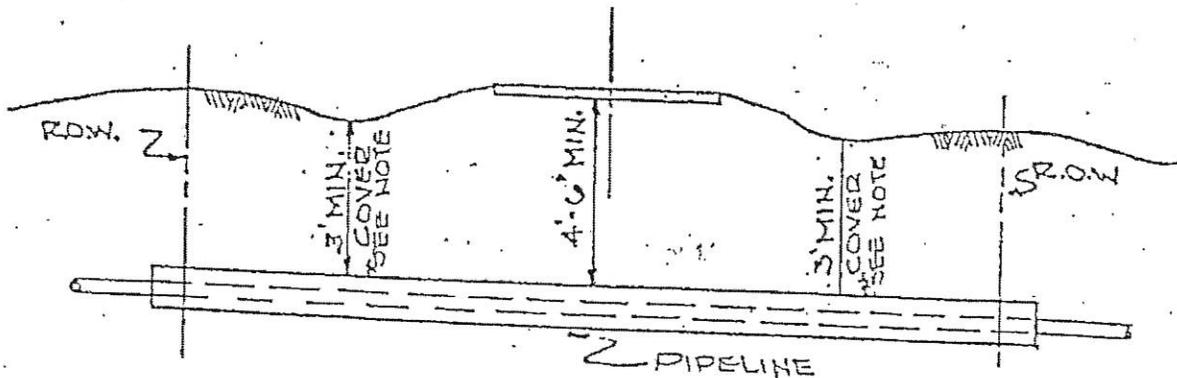
10/14/14
Date

COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

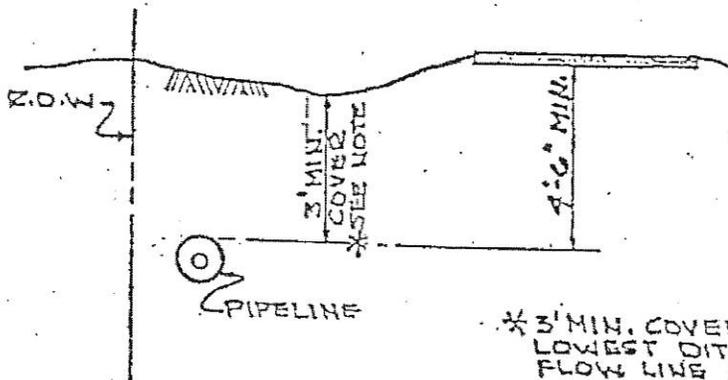
By _____
County Judge



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

NOTE: CASING TO EXTEND
1'-0" OUTSIDE R.O.W. EACH
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



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

2. STANDARD PARALLEL LINE

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

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

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

Application

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

Determination

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

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

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

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

Maintenance, Alteration or Removal

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

Time Limits

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

Existing Permits

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

GENERAL PRINCIPLES

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

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

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

Responsibility for Repairs

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

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

SPECIFICATIONS

General

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

Line Crossing, Method of Placement (See Standard Detail)

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

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

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

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

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

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

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

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

Lines paralleling Method of Placement

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

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

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

Pole, Lines, Location

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

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

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

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

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

Inspection Notice

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

Line Markers

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

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

Traffic Control

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

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

Bonds

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

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

Application Fee

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

ROUTE MAP

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

Rev. 2003

Rev. 2003

CONSTRUCTION PLANS FOR JEFFERSON COUNTY

CHEEK COMMUNITY SEWER IMPROVEMENT PROJECT CHEEK PHASE IV JEFFERSON COUNTY, TEXAS

"Texas Community
Development Block Grant
Program"
TXCDBG Contract No. 713250
ACE Job No. 114-12B



SHEET	DRAWING NAME
1	TITLE SHEET
2	OVERALL PROJECT LAYOUT
3	BOYT ROAD - STA 0+00 TO 10+00
4	BOYT ROAD - STA 10+00 TO END STA
5	FAITH ROAD - STA 0+00 TO 10+00
6	FAITH ROAD - STA 10+00 TO END STA
7	LANDRY ROAD - STA 0+00 TO 10+00
8	LANDRY ROAD - STA 10+00 TO END STA
9	MARTIN LUTHER KING ROAD - STA 0+00 TO 10+00
10	MARTIN LUTHER KING ROAD - STA 10+00 TO 20+00
11	MARTIN LUTHER KING ROAD - STA 20+00 TO END STA
12	PHILLIPS STREET - STA 0+00 TO END STA
13	TRAHAN ROAD - STA 0+00 TO END STA
14	WELLS ROAD - STA 0+00 TO END STA
15	DETAILS - SHEET 1 (OF 2)
16	DETAILS - SHEET 2 (OF 2)
17	PROJECT SIGN

JEFFERSON COUNTY
COMMISSIONERS COURT:
JEFF BRANICK, COUNTY JUDGE
EDDIE ARNOLD, COMMISSIONER PRECINCT 1
BRENT WEAVER, COMMISSIONER PRECINCT 2
MICHAEL SINEGAL, COMMISSIONER PRECINCT 3
EVERETT "BO" ALFRED, COMMISSIONER PRECINCT 4

THE SEAL APPEARING ON THIS DOCUMENT
WAS VALIDATED BY THE STATE OF TEXAS
ON SEP 29, 2011



William V. Larrain
Action Civil Engineers, PLLC
F-3356

Prepared by:
ACTION CIVIL ENGINEERS, PLLC.
dba d.p. CONSULTING ENGINEERS, INC.
327 DOCKTOWN DRIVE
FARMERSVILLE, TEXAS 77934
PHONE: (409) 983-8242
FAX: (409) 983-8265
EMAIL: actioncivilengineers.com



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actioncivilengineers.com



CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
LOW PRESSURE SEWER SYSTEM - PHASE IV
JEFFERSON COUNTY, TEXAS

TITLE

REVISIONS	DATE	BY	DESCRIPTION
1	SEP 2014	WV	ISSUED FOR PERMIT
2			
3			
4			

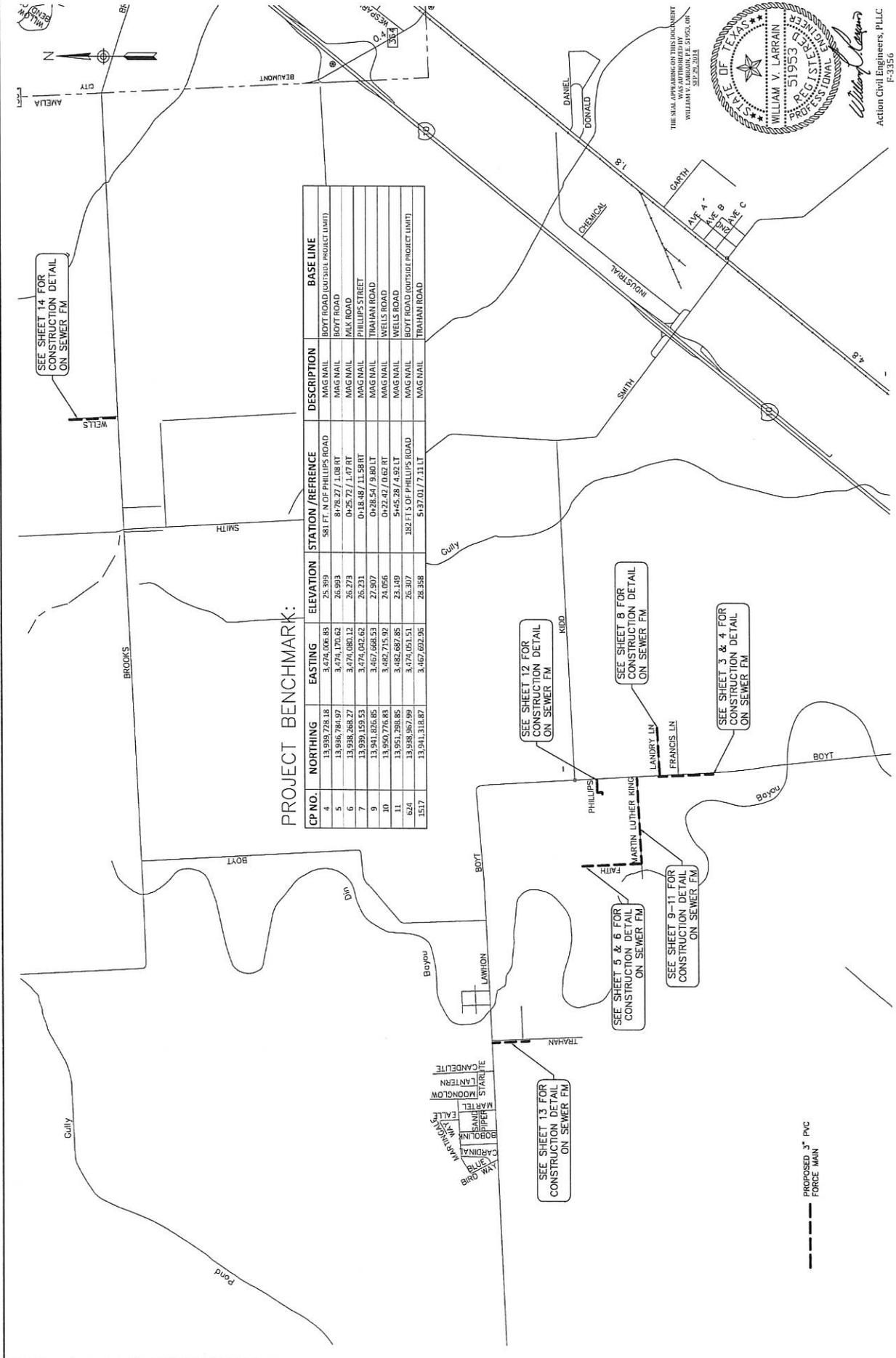


 ACTION CIVIL ENGINEERS, PLLC
 277 KOSBORN DRIVE
 SUITE 210
 FORT WORTH, TEXAS 76102
 FAX (817) 883-6283
 PHONE (817) 883-6282

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
 LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

OVERALL PROJECT LAYOUT

REVISIONS	DATE	SCALE	DRAWN BY	CHECKED BY	SHEET
1	SEP 2014	N/S			2
2					3
3					4
4					5
5					6
6					7
7					8
8					9
9					10
10					11
11					12
12					13
13					14
14					15
15					16
16					17



PROJECT BENCHMARK:

CP NO.	NORTHING	EASTING	ELEVATION	STATION / REFERENCE	DESCRIPTION	BASE LINE
4	13,939,728.18	3,474,006.83	25.399	581 FT. N OF PHILLIPS ROAD	MAG NAIL	BOYT ROAD (OUTSIDE PROJECT LIMIT)
5	13,936,784.97	3,474,170.62	26.993	8178.27 / 1.08 RT	MAG NAIL	BOYT ROAD
6	13,938,268.27	3,474,080.12	26.273	0+25.72 / 1.47 RT	MAG NAIL	MILK ROAD
7	13,939,159.53	3,474,042.62	26.231	0+18.48 / 11.58 RT	MAG NAIL	PHILLIPS STREET
9	13,941,826.85	3,467,668.53	27.907	0+28.54 / 9.80 LT	MAG NAIL	TRAHAN ROAD
10	13,950,776.83	3,482,715.92	24.056	0+22.42 / 0.62 RT	MAG NAIL	WELLS ROAD
11	13,951,298.85	3,482,687.85	23.149	5+45.28 / 4.92 LT	MAG NAIL	WELLS ROAD
624	13,938,867.99	3,474,051.51	26.307	332 FT S OF PHILLIPS ROAD	MAG NAIL	BOYT ROAD (OUTSIDE PROJECT LIMIT)
1517	13,941,318.87	3,467,692.96	28.358	5+37.01 / 7.11 LT	MAG NAIL	TRAHAN ROAD

SEE SHEET 14 FOR CONSTRUCTION DETAIL ON SEWER FM

SEE SHEET 12 FOR CONSTRUCTION DETAIL ON SEWER FM

SEE SHEET 8 FOR CONSTRUCTION DETAIL ON SEWER FM

SEE SHEET 3 & 4 FOR CONSTRUCTION DETAIL ON SEWER FM

SEE SHEET 5 & 6 FOR CONSTRUCTION DETAIL ON SEWER FM

SEE SHEET 9-11 FOR CONSTRUCTION DETAIL ON SEWER FM

SEE SHEET 13 FOR CONSTRUCTION DETAIL ON SEWER FM

PROPOSED 3" PVC FORCE MAIN

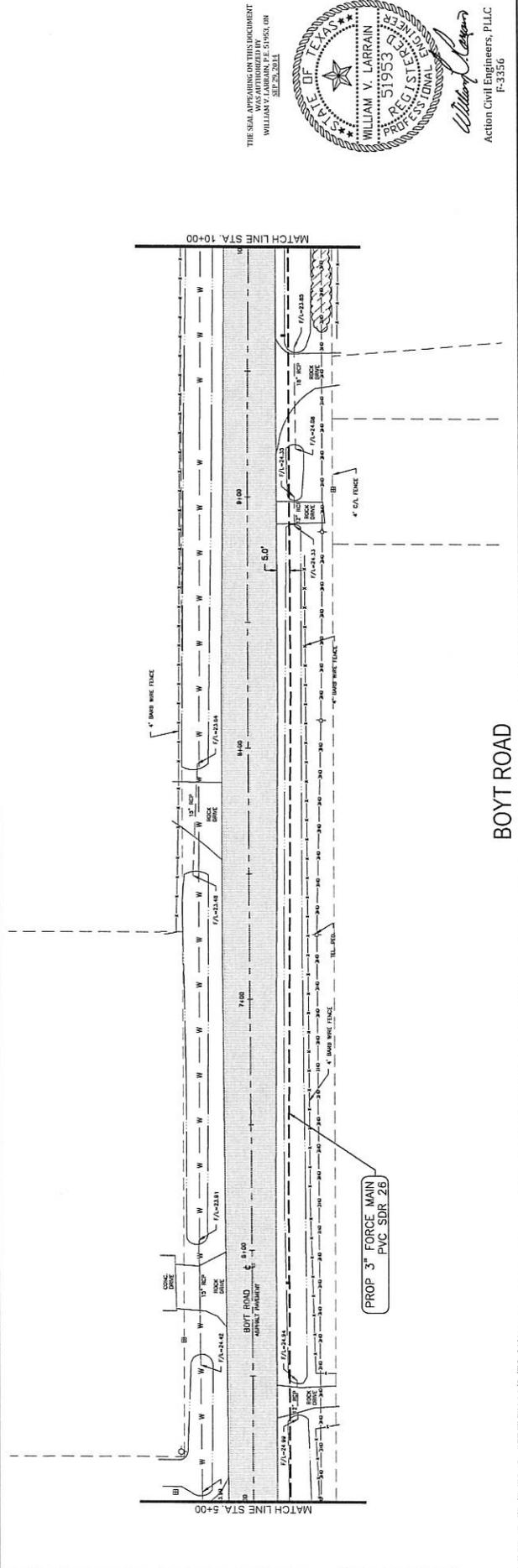
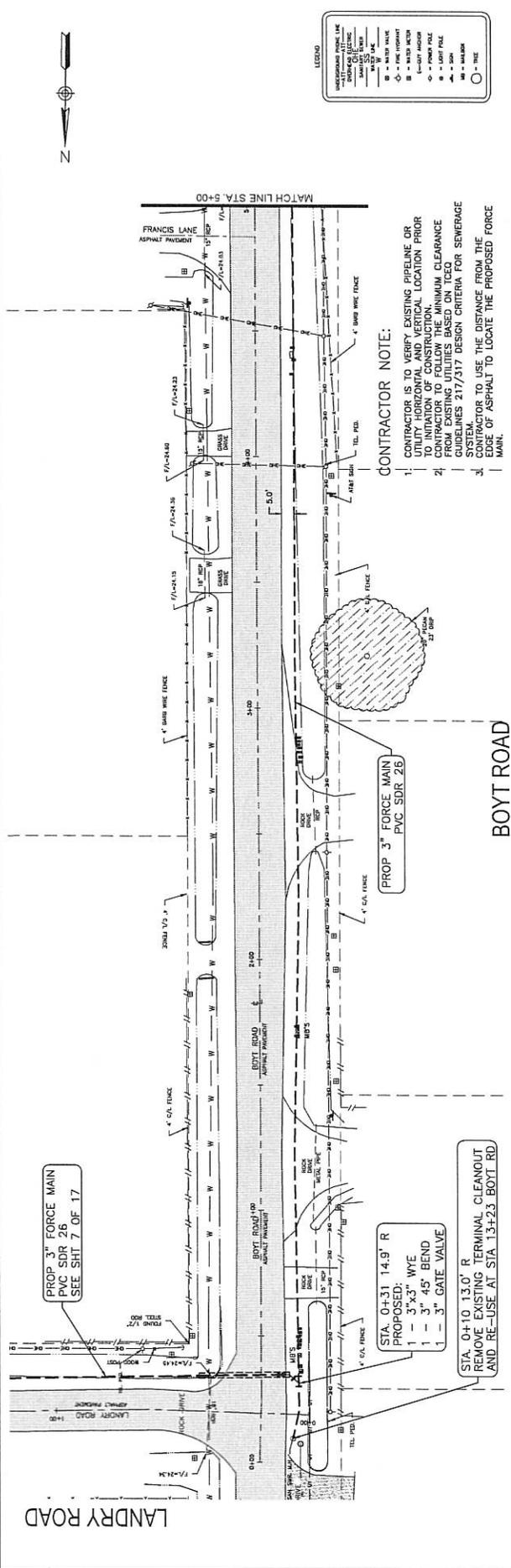
THE SEAL APPEARING ON THIS DOCUMENT
 WILLIAM V. LARRAIN, P.E. CIVIL ENGR.
 SEP 28, 2013
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 NO. 51953
 WILLIAM V. LARRAIN
 ACTION CIVIL ENGINEERS, PLLC
 F-3356

4. REVISIONS	DATE	BY
1.	SEP 2014	
2.		
3.		
4.		

THE SEAL APPEARING ON THIS DOCUMENT
 WAS AUTHORIZED BY THE BOARD OF EXAMINERS
 WILLIAM V. LARRAIN, P.E.

WILLIAM V. LARRAIN
 REGISTERED PROFESSIONAL ENGINEER
 No. 51953
 Exp. 09/30/16

William V. Larrain
 Action Civil Engineers, PLLC
 F-3356



CONTRACTOR NOTE:
 1. CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR UTILITY LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
 2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TCEQ SYSTEMS 211/317 DESIGN CRITERIA FOR SEWERAGE.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

PROP 3" FORCE MAIN
 PVC SDR 26
 SEE SHT. 7 OF 17

STA. 0+31 14.9' R
 PROPOSED:
 1 - 3"x3" WYE
 1 - 3" 45° BEND
 1 - 3" GATE VALVE

STA. 0+10 13.0' R
 REMOVE EXISTING TERMINAL CLEANOUT
 AND RE-USE AT STA. 1.3+23 BOYTD RD.

PROP 3" FORCE MAIN
 PVC SDR 26





CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
 LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

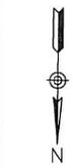
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1	SEP 2014		1" = 40'				4	17
2								
3								
4								

BOYT ROAD
STA 10+00 TO END

THE SEAL APPEARING ON THIS INSTRUMENT
 WAS AUTHORIZED BY
 WILLIAM V. LARRAIN, 51953, ON
 02/28/2014



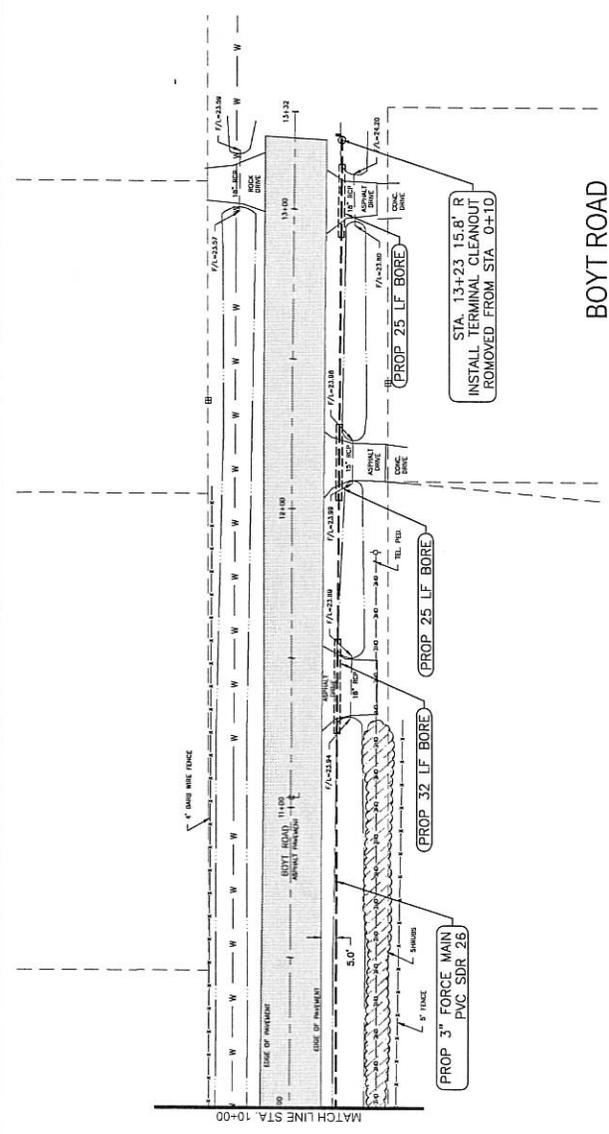
WILLIAM V. LARRAIN
 REGISTERED PROFESSIONAL ENGINEER
 No. 51953
 Exp. 09/2014
 Action Civil Engineers, PLLC
 F-3356



LEGEND

—	EXISTING PIPELINE
- - -	PROPOSED PIPELINE
—	EXISTING MAIN
- - -	PROPOSED MAIN
—	EXISTING FORCE MAIN
- - -	PROPOSED FORCE MAIN
—	EXISTING WATER MAIN
- - -	PROPOSED WATER MAIN
—	EXISTING SANITARY MAIN
- - -	PROPOSED SANITARY MAIN
—	EXISTING TELEPHONE
- - -	PROPOSED TELEPHONE
—	EXISTING CABLE TELEVISION
- - -	PROPOSED CABLE TELEVISION
—	EXISTING GAS
- - -	PROPOSED GAS
—	EXISTING FENCE
- - -	PROPOSED FENCE

- CONTRACTOR NOTE:**
- CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR MAIN LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
 - CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TCEQ SPECIFICATIONS 217/317 DESIGN CRITERIA FOR SEWERAGE SYSTEMS.
 - CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.



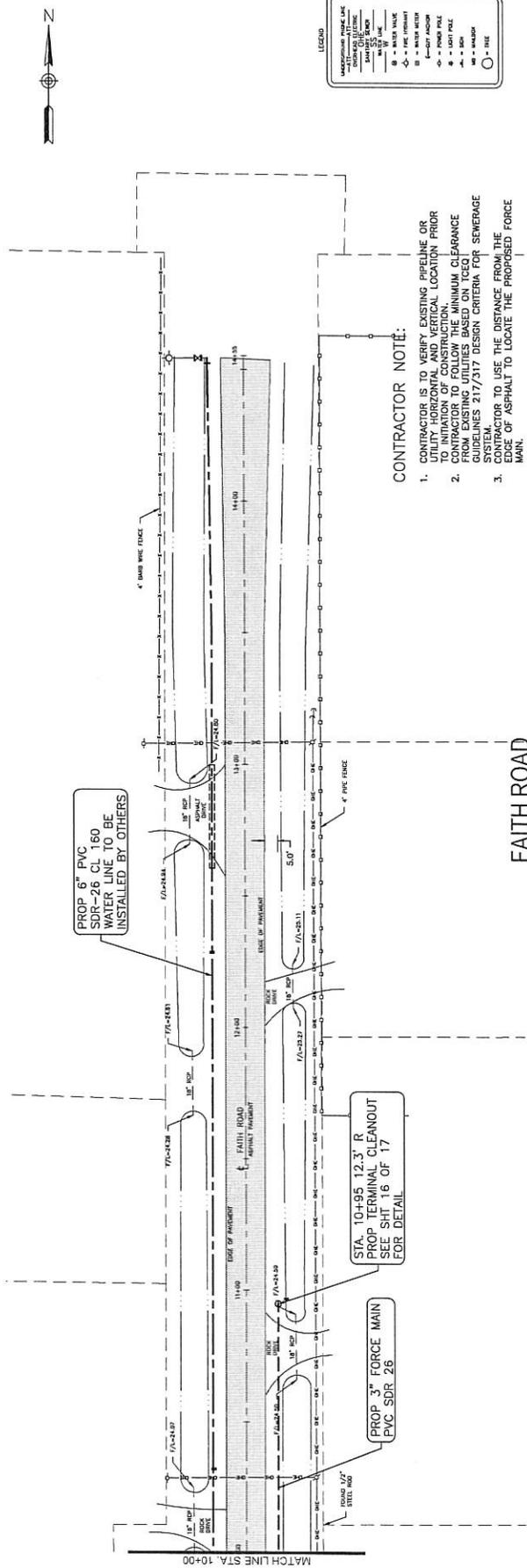
BOYT ROAD



CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
 LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

FAITH ROAD
 STA 10+00 TO END

REVISIONS	DATE	DRAWN BY	CHECKED BY
1	SEP 2014	WV	WV
2			
3			
4			
JOB NUMBER		SCALE	
114-128		1" = 40'	
SHEET		PROJECT	
6		F-3356	
OF		17	



CONTRACTOR NOTE:

1. CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE CRITERIA FOR ALL UTILITIES PER THE AUSTIN GUIDELINES 217/317 DESIGN CRITERIA FOR SEWERAGE SYSTEM.
3. CONTRACTOR TO USE THE DISTANCE FROM THE CURVE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

THE SEAL APPEARING ON THIS DOCUMENT
 WILLIAM V. LARRAIN, P.E. 51953, OR
 SEP 22, 2014

STATE OF TEXAS
 REGISTERED PROFESSIONAL ENGINEER
 WILLIAM V. LARRAIN
 NO. 51953

William V. Larrain
 Action Civil Engineers, PLLC
 F-3356

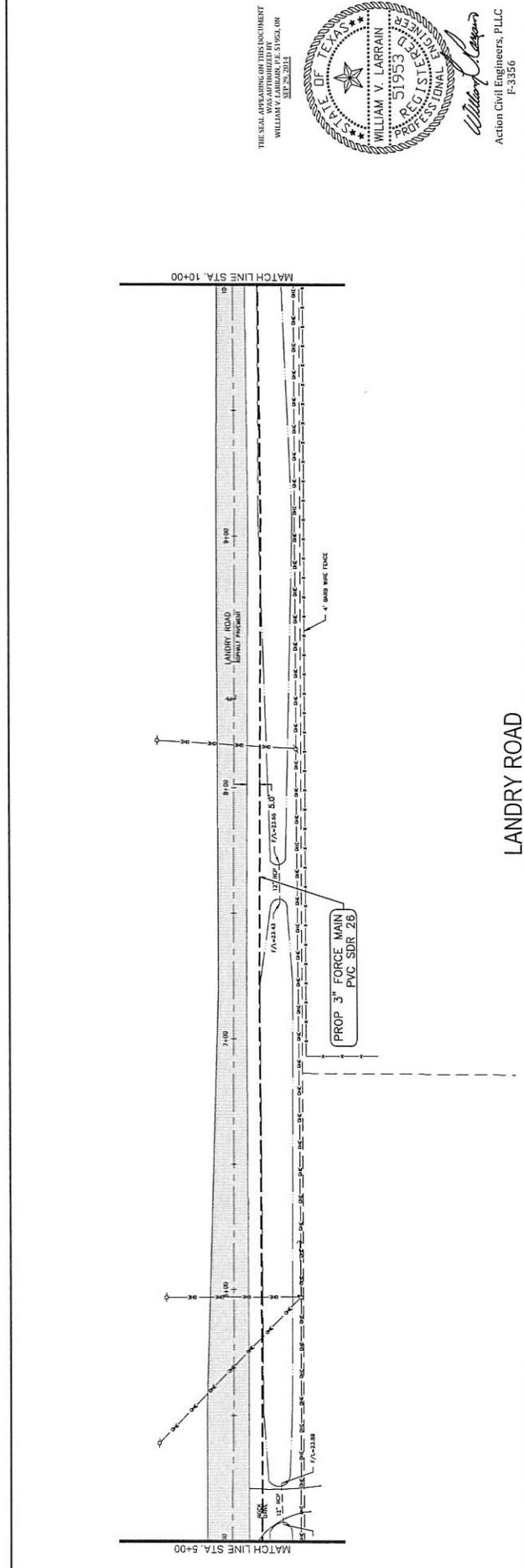
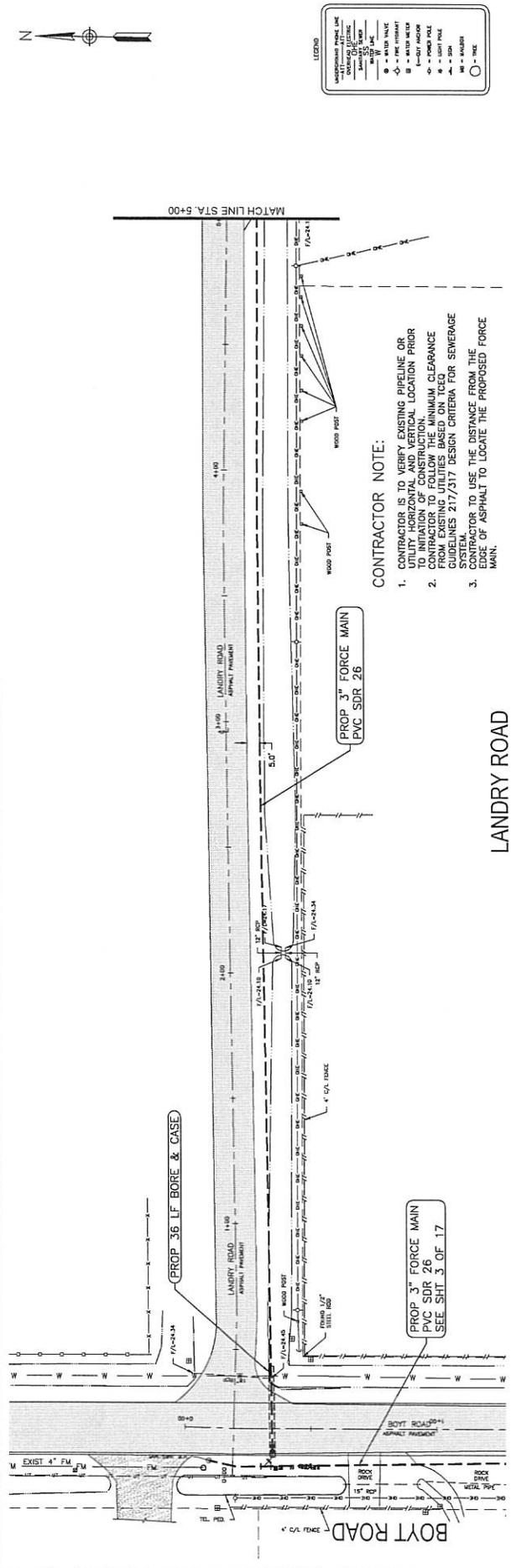


REVISIONS	1	
	2	
	3	
	4	
	5	
DATE	SEP 2014	
JOB NUMBER	114-12B	
SCALE	1" = 40'	
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CHECKED BY		
WAL		
SHEET	25	
OF	17	

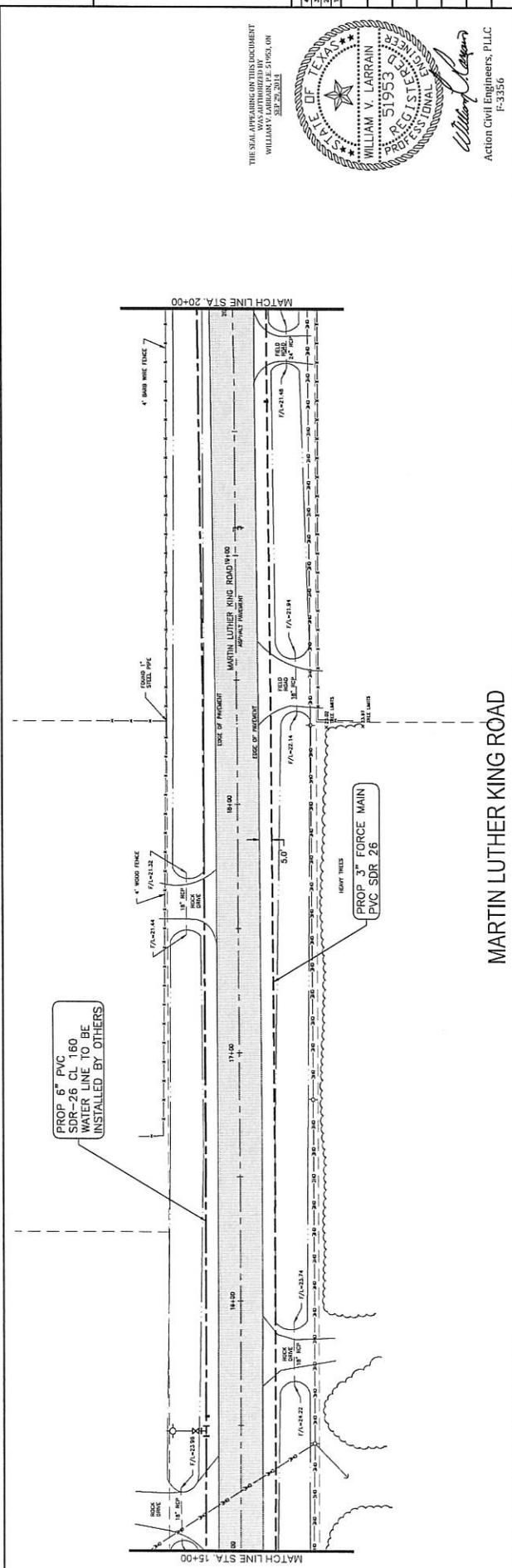
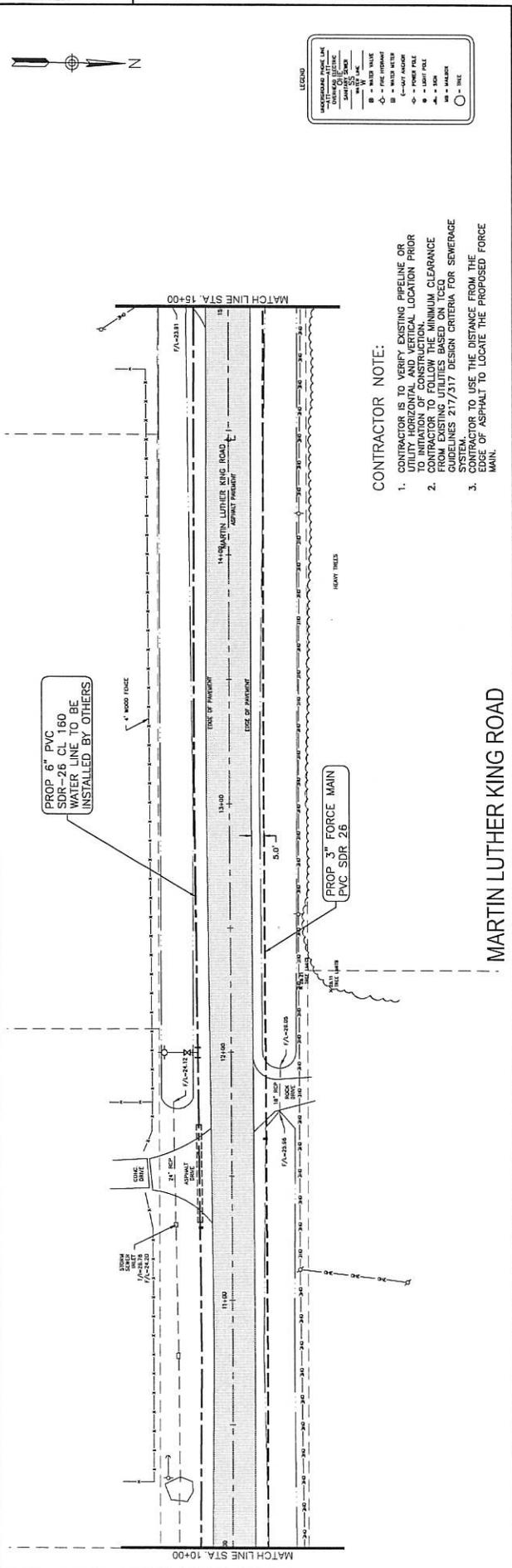
THE SEAL APPEARING ON THIS DOCUMENT
 WILLIAM V. LARRAIN, P.E. STATE OF TEXAS
 SEP 20, 2011

STATE OF TEXAS
 WILLIAM V. LARRAIN
 REGISTRATION NO. 51953
 PROFESSIONAL ENGINEER

William V. Larrain
 Action Civil Engineers, PLLC
 F-3356



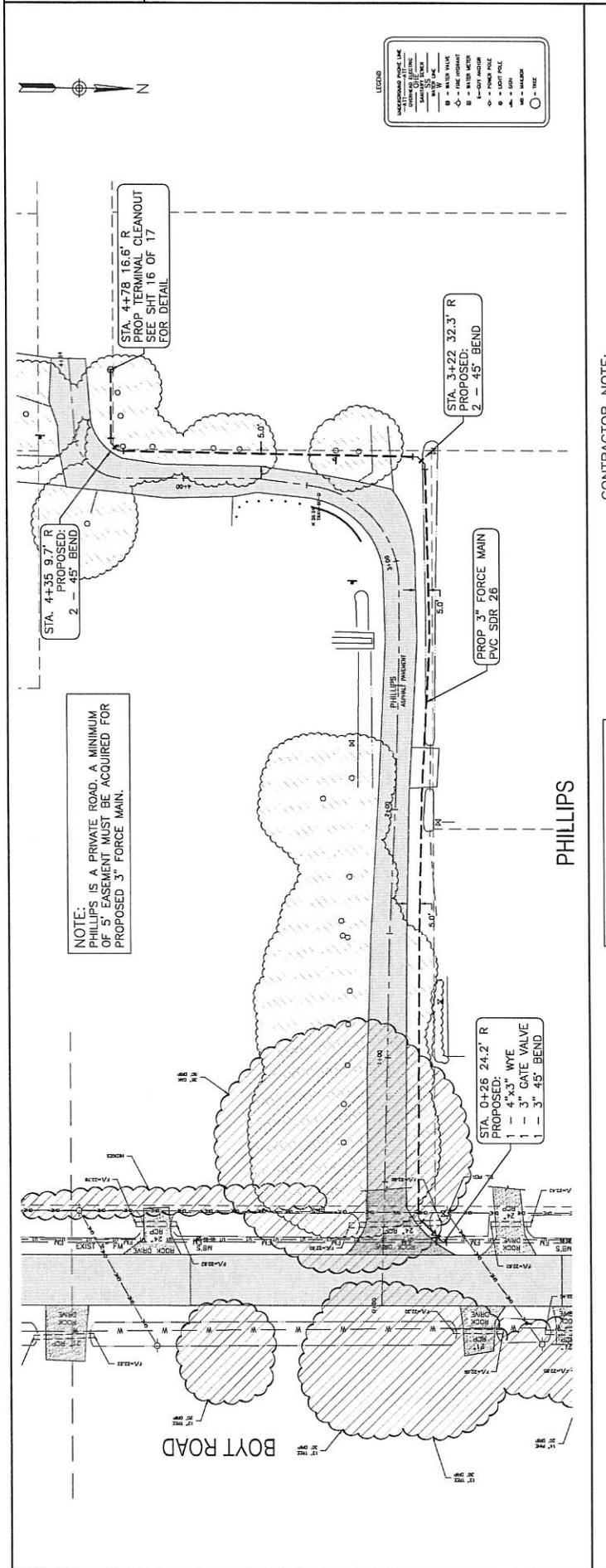
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3.	SCALE	1" = 40'
4.	DRAWN BY	JCC
5.	CHECKED BY	JCC
6.	SHEET	16
7.	TOTAL SHEETS	17



CONTRACTOR NOTE:
 1. CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
 2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON THE FOLLOWING TABLES 217/317 DESIGN CRITERIA FOR SEWERAGE SYSTEM.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

LEGEND

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CONTRACTOR NOTE:

- CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR UTILITIES LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
- CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TCEQ GUIDELINES 217/317 DESIGN CRITERIA FOR SEWERAGE.
- CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

THIS SECTION OF FORCE MAIN TO BE DONE LAST AT THE DIRECTION OF THE ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT
 WILLIAM V. LARRAIN, P.E., SHELTON
 SEP 23, 2011

STATE OF TEXAS
 WILLIAM V. LARRAIN
 REGISTERED PROFESSIONAL ENGINEER
 51953

Action Civil Engineers, PLLC
 F-3356

REVISIONS	DATE
1	SEP 2014
2	11-1-12B
3	11-1-12B
4	11-1-12B

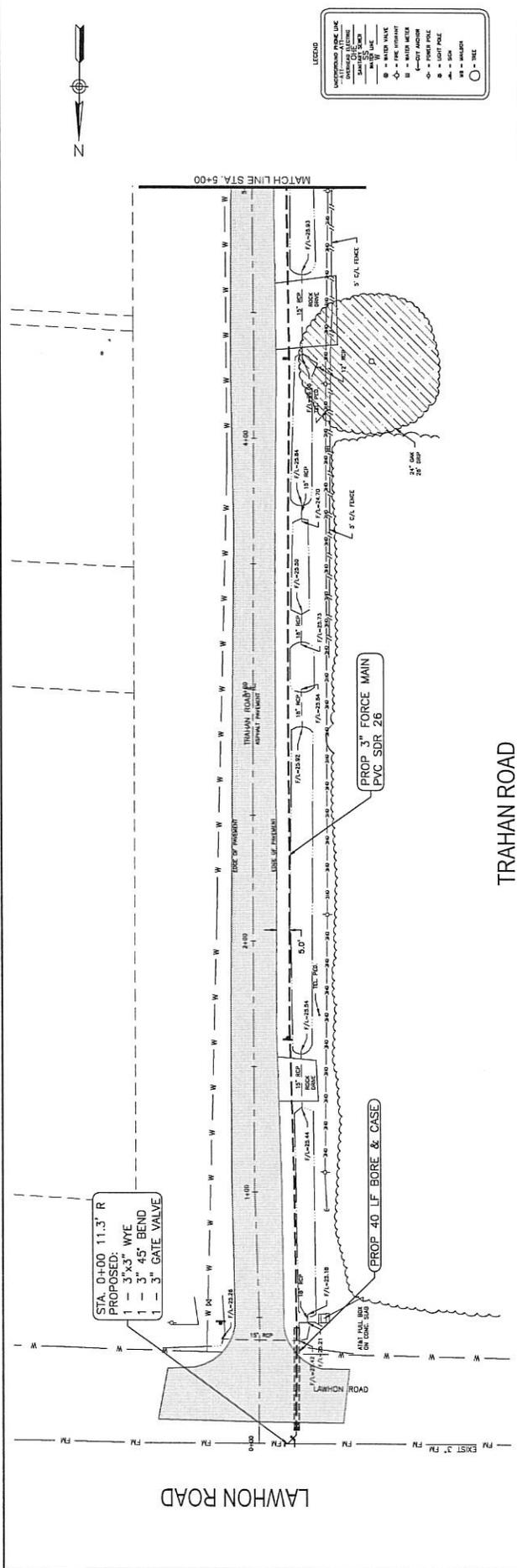
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SHEET	12
OF	17

NO.	DATE	REVISIONS
1	SEP 2014	
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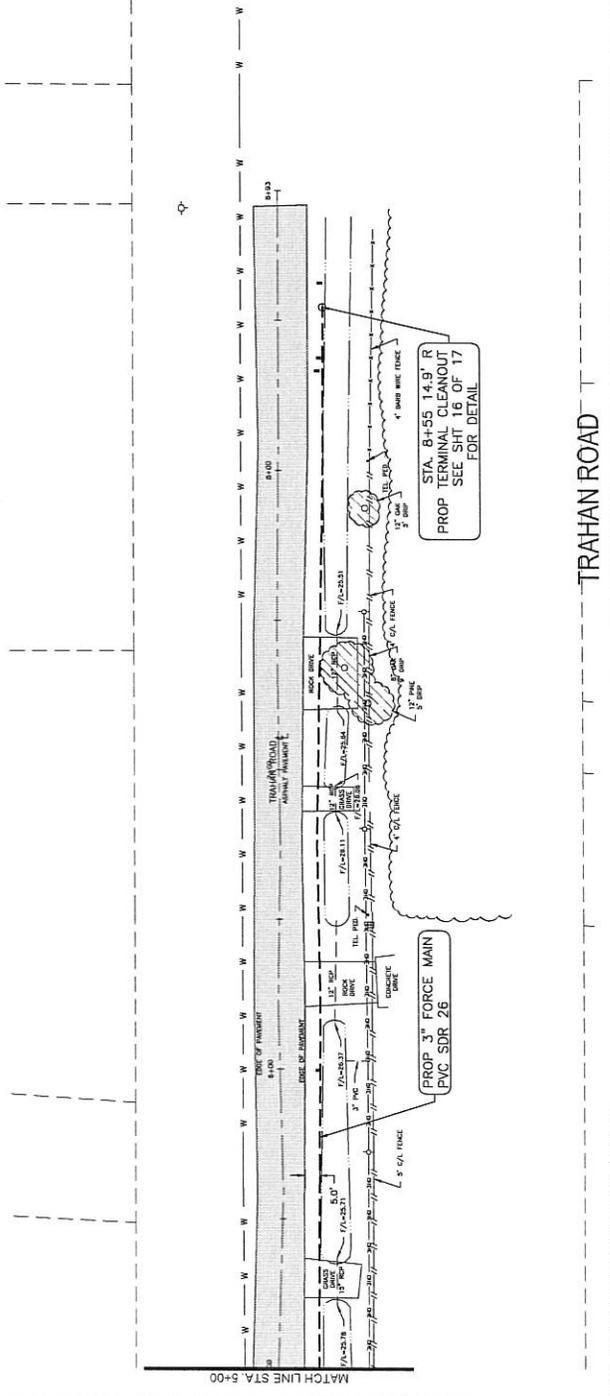
THE SEAL APPEARING ON THIS DOCUMENT
 WILLIAM V. LARRAIN, P.E. 51953, OR
 SEP 29, 2011

WILLIAM V. LARRAIN
 51953
 PROFESSIONAL ENGINEER
 STATE OF TEXAS

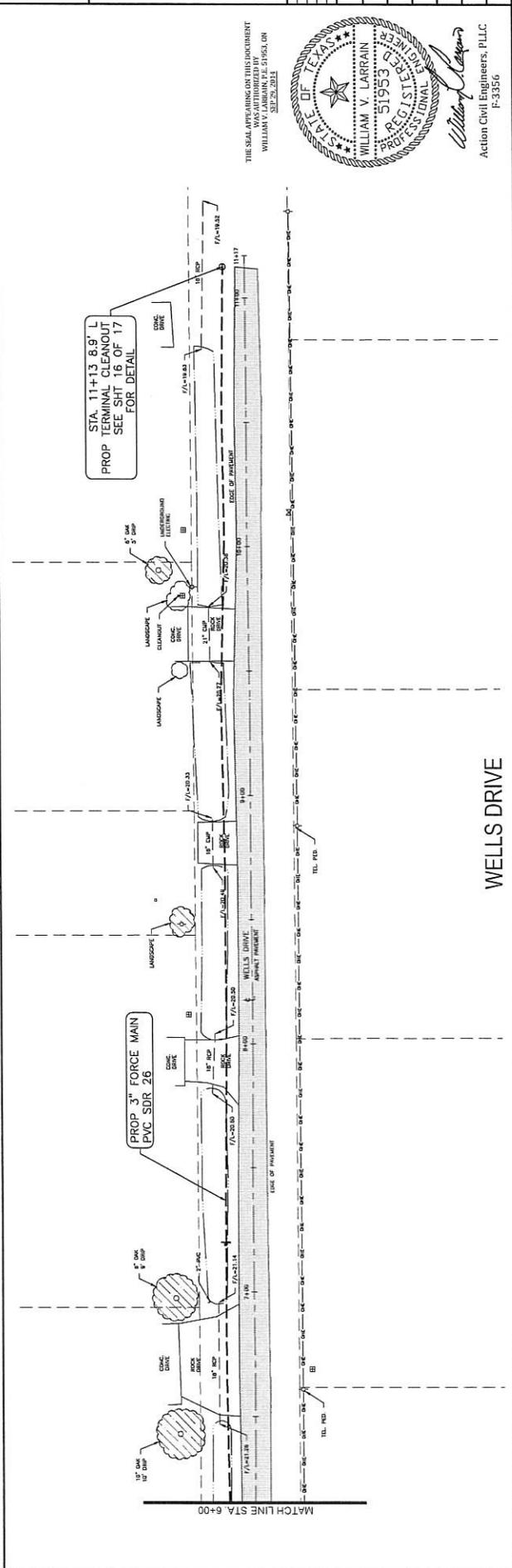
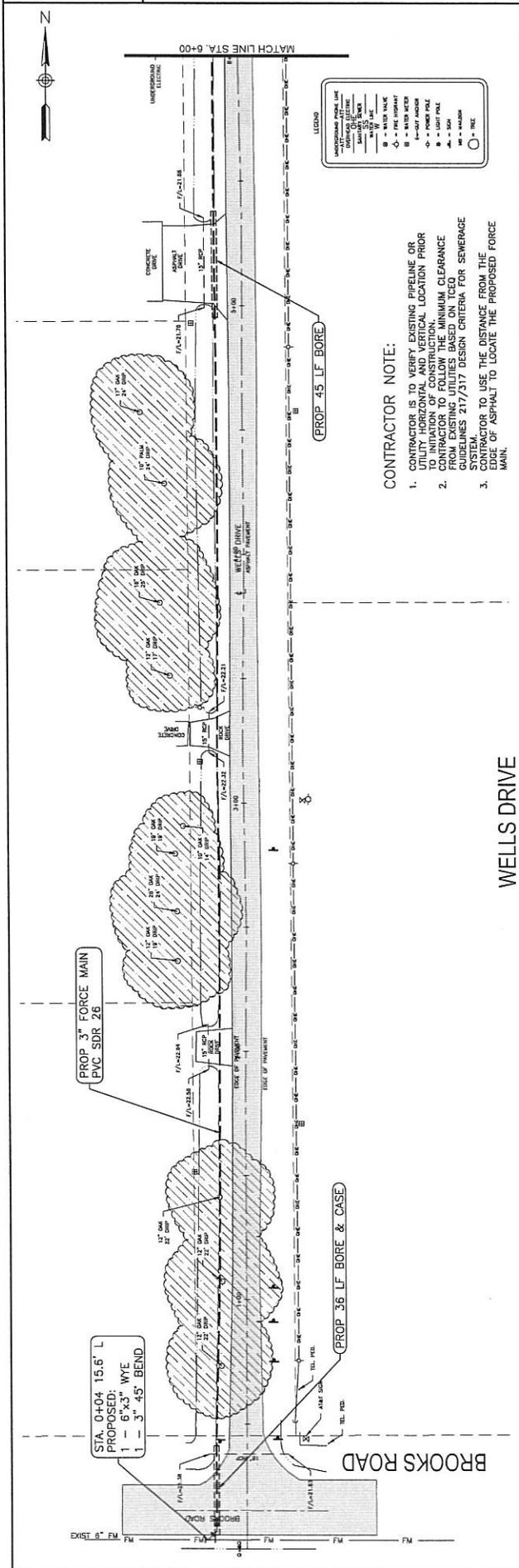
Action Civil Engineers, PLLC
 F-3356



CONTRACTOR NOTE:
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 2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE REQUIREMENTS AND DESIGN CRITERIA FOR SEWERAGE SYSTEMS.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.



REVISIONS	DATE	JOB NUMBER	SCALE	DRAWN BY	CHECKED BY	SHEET	OF
1	SEP 2014	11-128	1" = 40'	WV	WV	14	17
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CONTRACTOR NOTE:
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 2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE GUIDELINES 217/317 DESIGN CRITERIA FOR SEWERAGE SYSTEM.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE CENTERLINE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

THE SEAL APPEARING ON THIS DOCUMENT
 WILLIAM V. LARRAIN, P.E. 51953, OR
 SEP 29, 2014

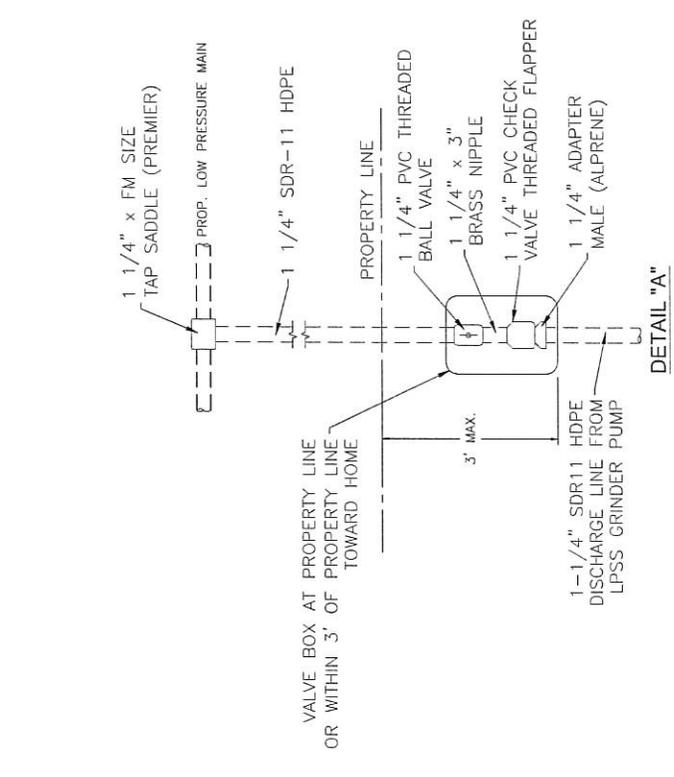
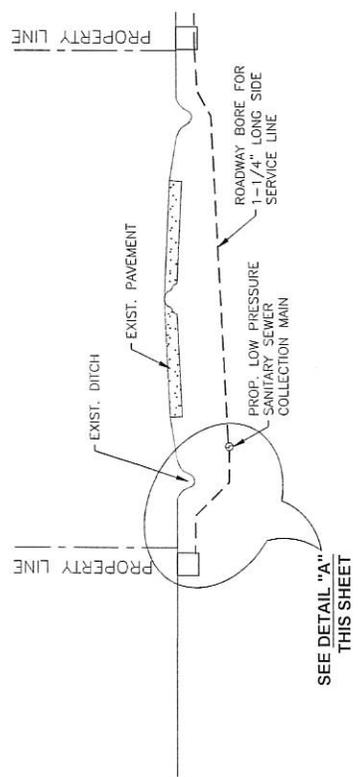
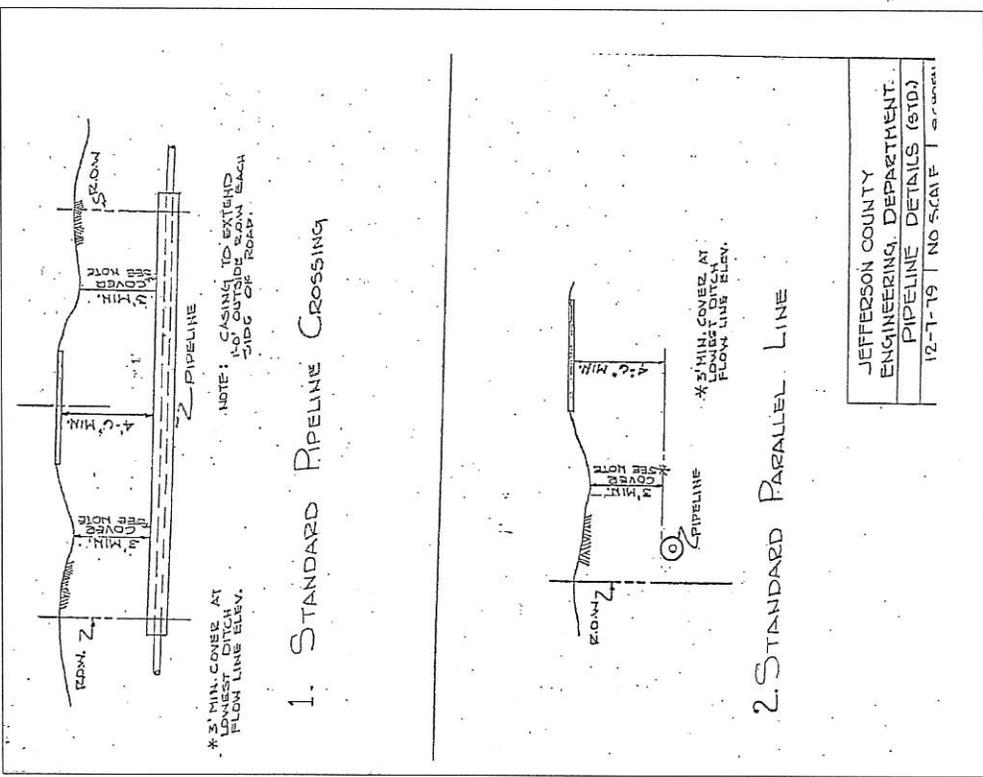
Action Civil Engineers, PLLC
 F-3356



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THE SEAL APPEARING ON THIS DOCUMENT
 WAS AUTHORIZED BY THE STATE OF TEXAS
 WILLIAM V. LARRAIN
 SEP 2014
 51953
 114-12B
 1" = 40'
 WVL
 F-3356

JEFFERSON COUNTY
 ENGINEERING DEPARTMENT
 PIPELINE DETAILS (STD.)
 12-1-79 | NO SCALE | 1 sheet



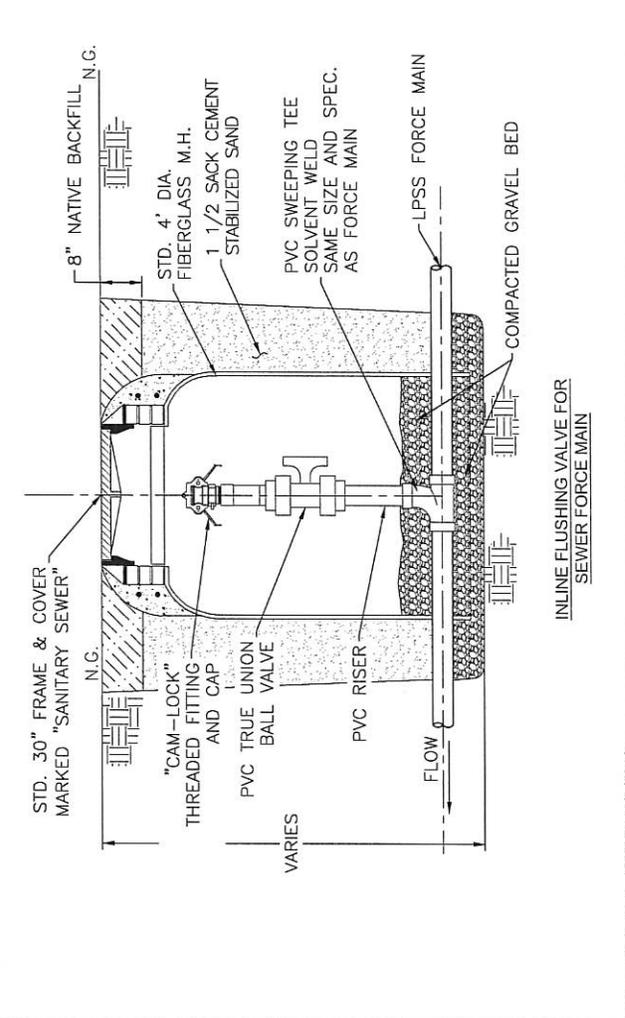
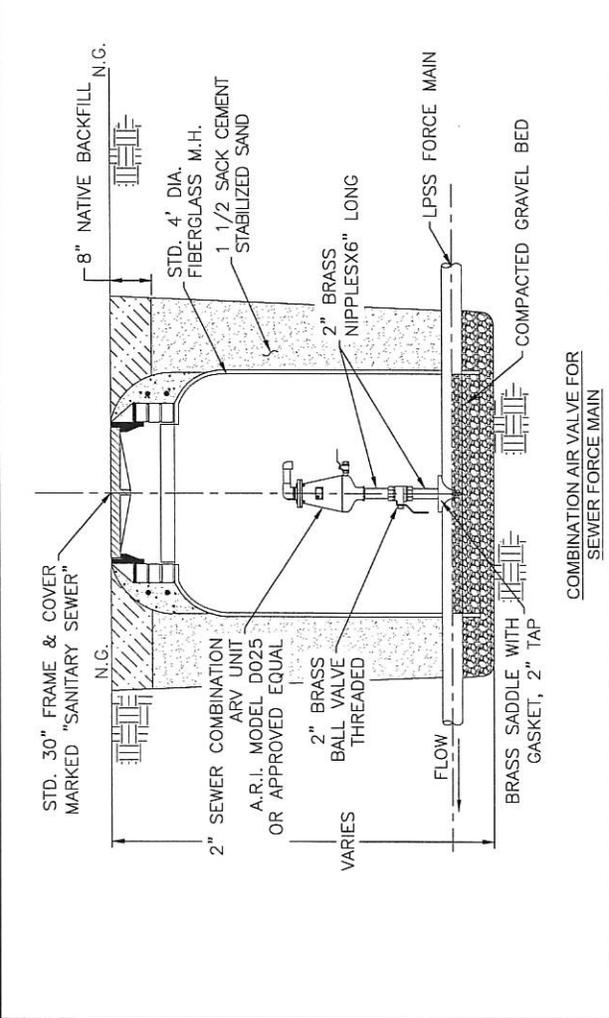
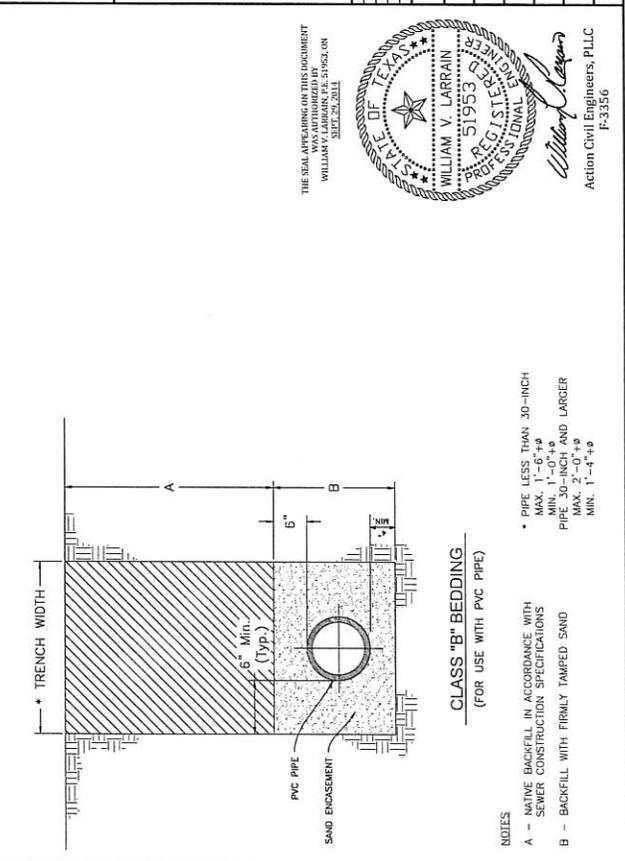
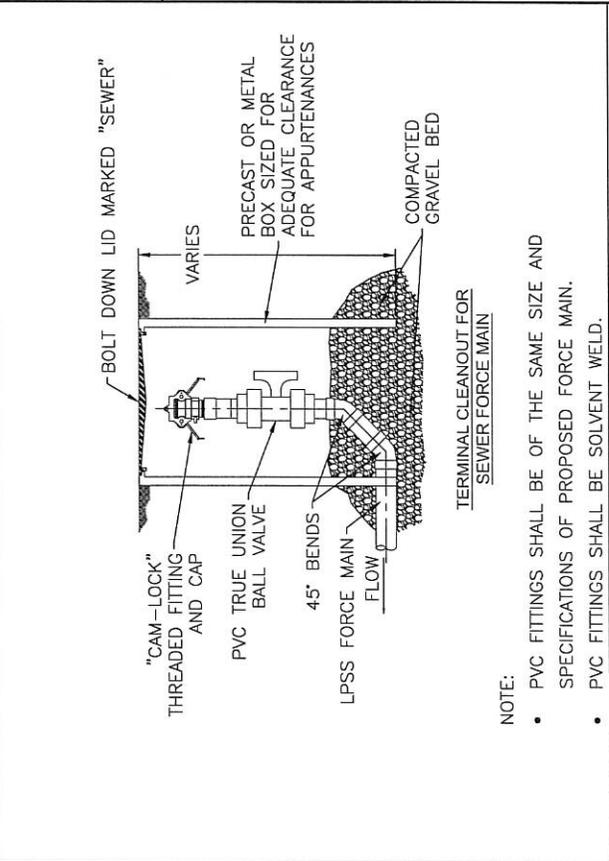
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DATE	SEP 2014
DESIGNED BY	WILLIAM V. LARRAIN
CHECKED BY	
SCALE	1" = 4'
DRAWN BY	
PLOT	
SHEET	16
TOTAL SHEETS	17

THE SEAL APPEARING ON THIS DOCUMENT
 WAS AUTHORIZED BY THE BOARD OF
 PROFESSIONAL ENGINEERS ON
 SEPTEMBER 2, 2011



WILLIAM V. LARRAIN
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 License No. 114-128

William V. Larrain
 Action Civil Engineers, PLLC
 F-33556





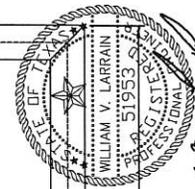
JEFFERSON COUNTY TEXAS



_____ AN EQUAL EMPLOYMENT OPPORTUNITY PROJECT

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

This project is funded by the Texas Department of Agriculture of the State of Texas, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.



THE SEAL APPEARING
ON
THIS DOCUMENT WAS
AUTHORIZED BY
WILLIAM V. LARRAIN, P.E.
51953, ON
SEP. 29, 2014

William V. Larrain
d.p. Consulting Engineers, Inc.
F-3356

8'-0"

4'-0"

ACTION CIVIL
ENGINEERS, PLLC
2227 DECEMBER ROAD
SUITE 200
P.O. BOX 110
77443
HOUSTON, TEXAS 77243
PHONE (281) 883-8263
FAX (281) 883-8263
www.dpp.com

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
LOW PRESSURE SEWER SYSTEM - PHASE IV
JEFFERSON COUNTY, TEXAS

PROJECT SIGN
REVISIONS
4.
3.
2.
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DATE SEP 2014
JOB NUMBER 114-12B
SCALE NONE
DRAWN BY RUC
ORDERED BY WVL
SHEET 17
OF 17

Permit No. 05-4-14

Precinct No. 4

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

Date 10/3/2014

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

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

8 pages of drawings attached.

Construction will begin on or after November, 2014.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
7/27/2011, and all subsequent revisions thereof to date.

Company West Jefferson County MWD

By Dennis Greene

Title General Manager

Address 7824 Glen Brook St.

Telephone 409-794-2338

Fax No. 409-794-1256

FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

_____ road crossing @ \$100.00	_____	\$ _____
_____ miles parallel @ \$150.00/mile or fraction	NA	\$ NA
TOTAL	_____	\$ _____

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

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A Common Utility Carrier

Donald M. Rao
Director of Engineering

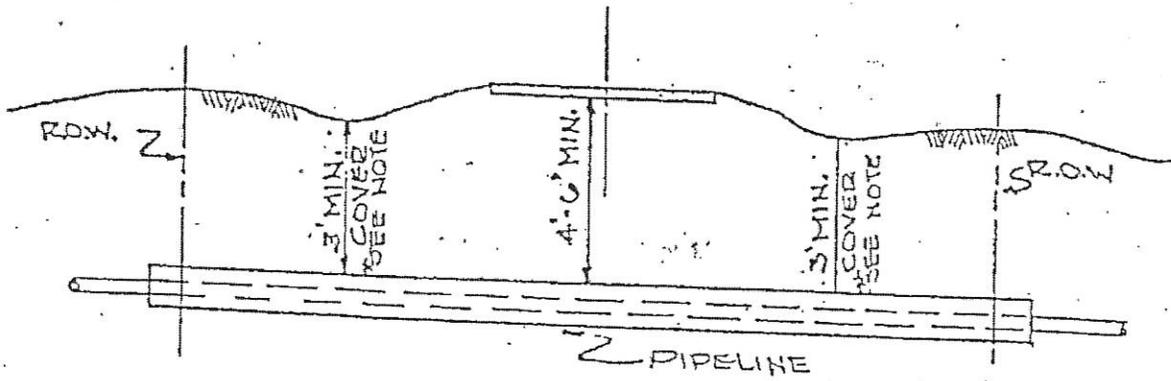
10/14/14
Date

COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

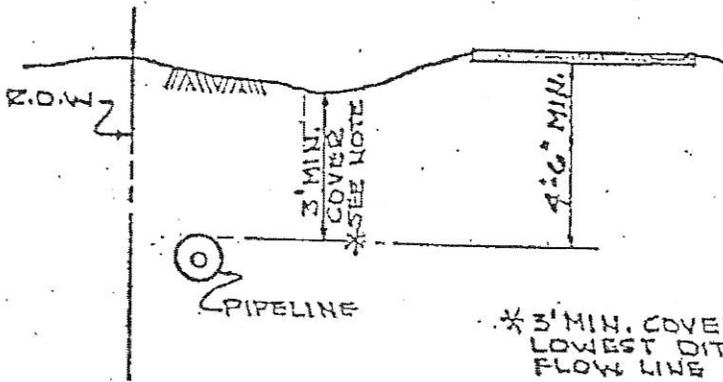
By _____
County Judge



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

NOTE: CASING TO EXTEND
10' OUTSIDE R.O.W. EACH
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



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

2. STANDARD PARALLEL LINE

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

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

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

Application

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

Determination

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

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

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

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

Maintenance, Alteration or Removal

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

Time Limits

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

Existing Permits

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

GENERAL PRINCIPLES

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

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

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

Responsibility for Repairs

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

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

SPECIFICATIONS

General

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

Line Crossing, Method of Placement

(See Standard Detail)

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

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

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

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

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

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

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

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

Lines paralleling Method of Placement

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

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

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

Pole, Lines, Location

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

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

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

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

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

Inspection Notice

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

Line Markers

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

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

Traffic Control

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

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

Bonds

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

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

Application Fee

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

ROUTE MAP

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

Rev. 2003

Rev. 2003

CONSTRUCTION PLANS FOR

WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT WATER DISTRIBUTION SYSTEM IMPROVEMENTS

IN MILK ROAD and FAITH ROAD

ACE Job No. 114-12A



Vicinity Map
114

SHEET	DRAWING NAME
1	TITLE SHEET
2	OVERALL PROJECT LAYOUT
3	MARTIN LUTHER KING ROAD - STA. 0+00 TO 10+00
4	MARTIN LUTHER KING ROAD - STA. 10+00 TO 20+00
5	MARTIN LUTHER KING ROAD - STA. 20+00 TO END STA
6	FAITH ROAD - STA. 0+00 TO 10+00
7	FAITH ROAD - STA. 10+00 TO END STA
8	WATER DETAILS

DISTRICT BOARD:
 DAVID SMITH PRESIDENT
 W. EUGENE BURRELL, V. PRESIDENT
 JIM BROUSSARD SECRETARY
 JAMES HARRISON TREASURER
 JOHN CANNATELLA DIRECTOR
 ANTHONY PERRY DIRECTOR
 GENE GUIDRY DIRECTOR
 DENNIS GREENE GENERAL MANAGER

APPROVED FOR THE DISTRICT

DENNIS GREENE, GENERAL MANAGER
 DATE: _____

WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT
 WATER DISTRIBUTION SYSTEM IMPROVEMENTS - MILK ROAD AND FAITH ROAD
 JEFFERSON COUNTY, TEXAS

ACTION CIVIL ENGINEERS, PLLC
 1717 DOWNEY DRIVE
 SUITE 110
 FORT WORTH, TEXAS 76104
 PHONE (817) 983-6323
 FAX (817) 983-6323
 actioncivil.com



THE SEAL APPEARING ON THIS INSTRUMENT
 WILLIAM V. LARRAIN, P.E. 51953, 08
 OCT. 2011



William V. Larrain
 Action Civil Engineers, PLLC
 F-33356

Prepared by:

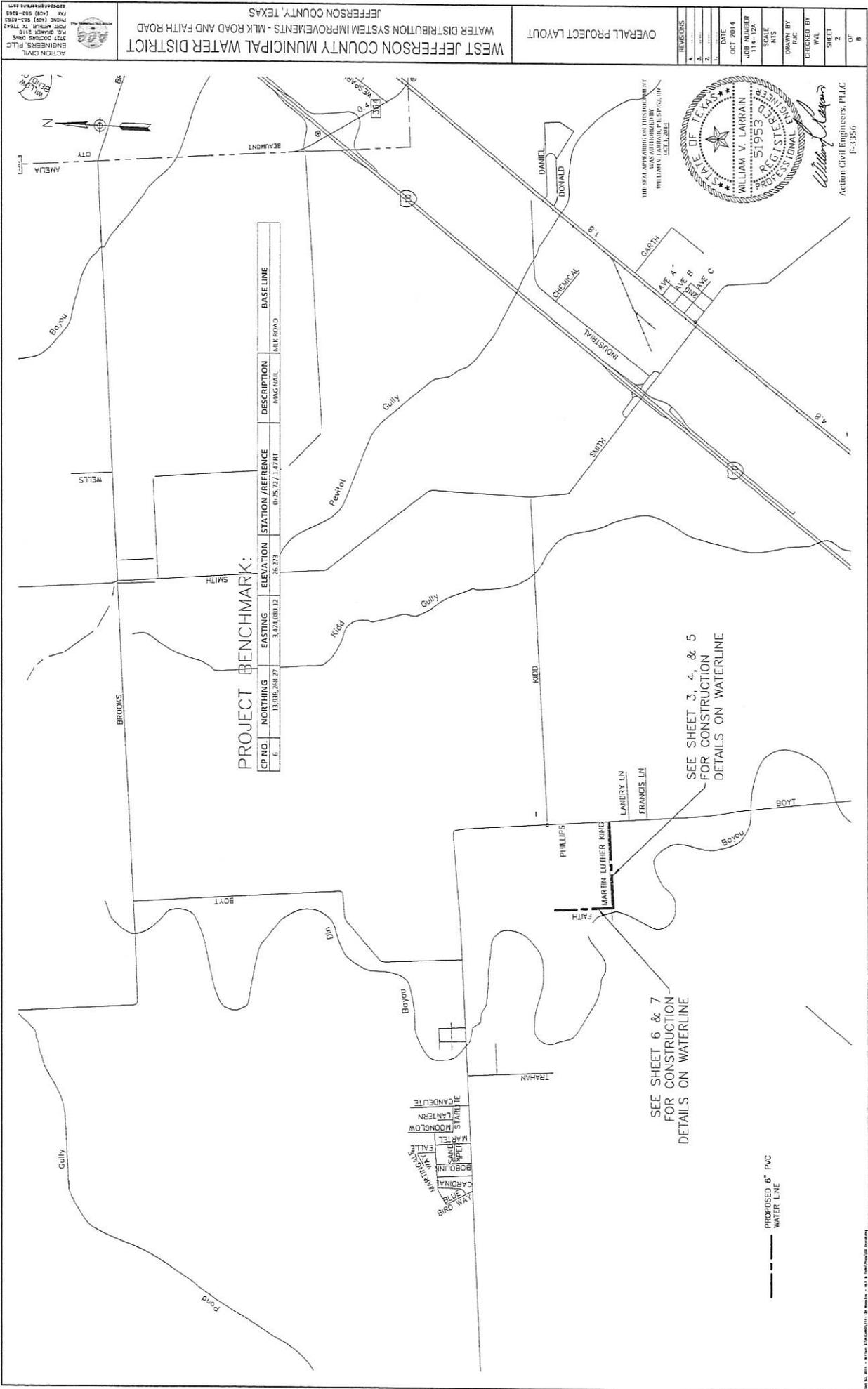
ACTION CIVIL ENGINEERS, PLLC.

actioncivil.com
 3271 ACACIA DRIVE
 FORT WORTH, TEXAS 76104
 PHONE (817) 983-6323
 FAX (817) 983-6323
 EMAIL actioncivil.com



REVISIONS	DATE	BY	CHKD BY	SCALE	DRAWN BY	CHECKED BY	SHEET	OF
1	OCT 2014	WV		1/4" = 12'			1	1
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3								
4								

TITLE



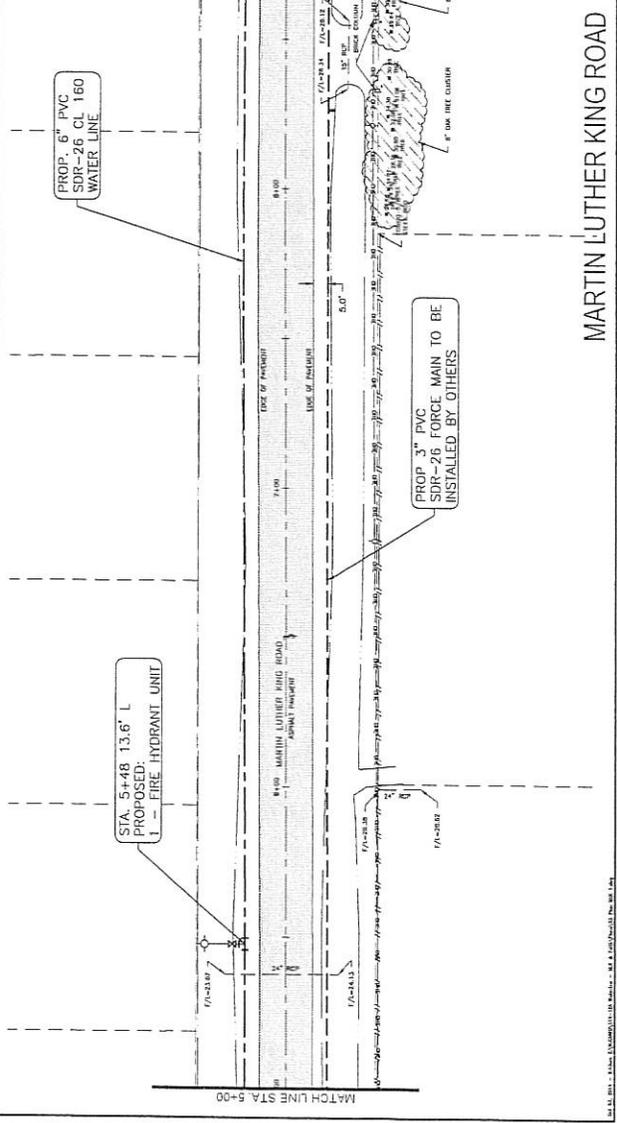
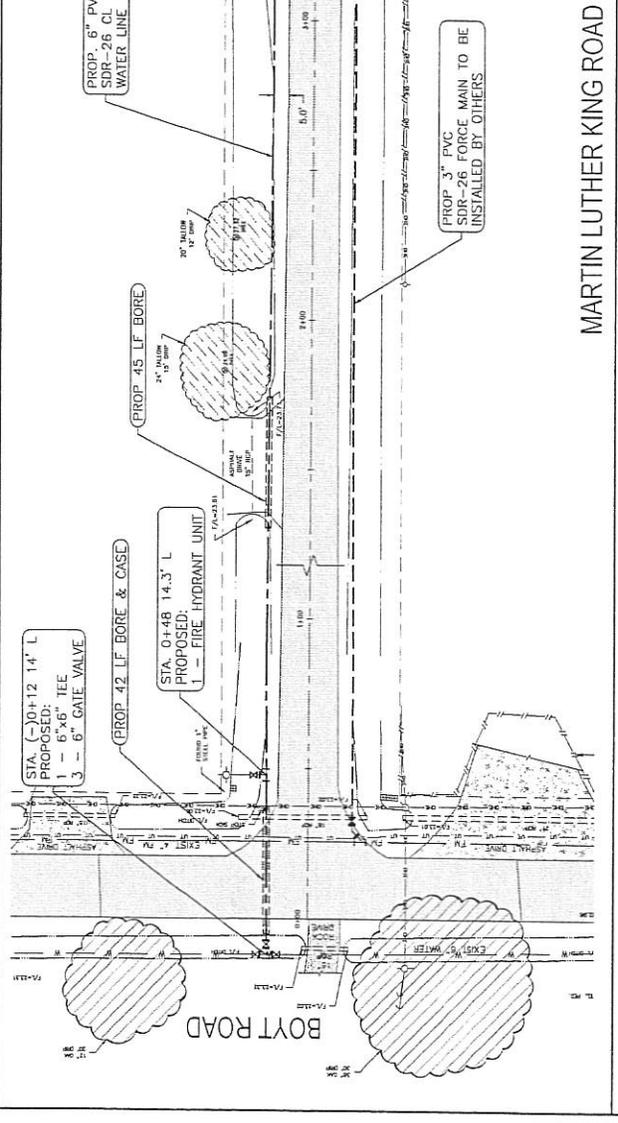
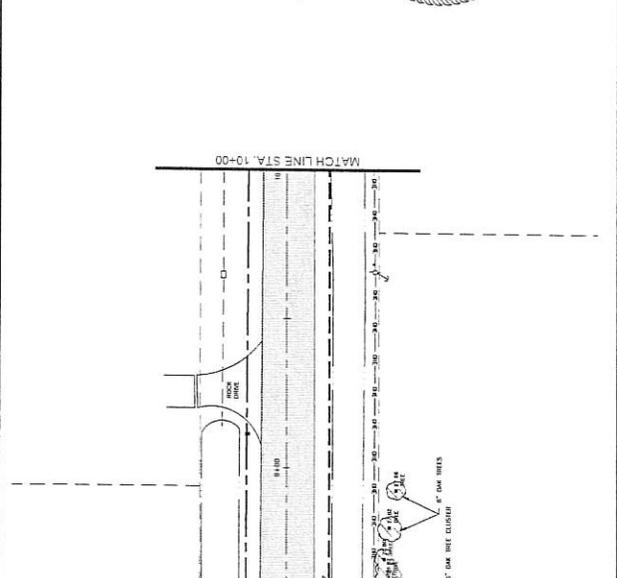
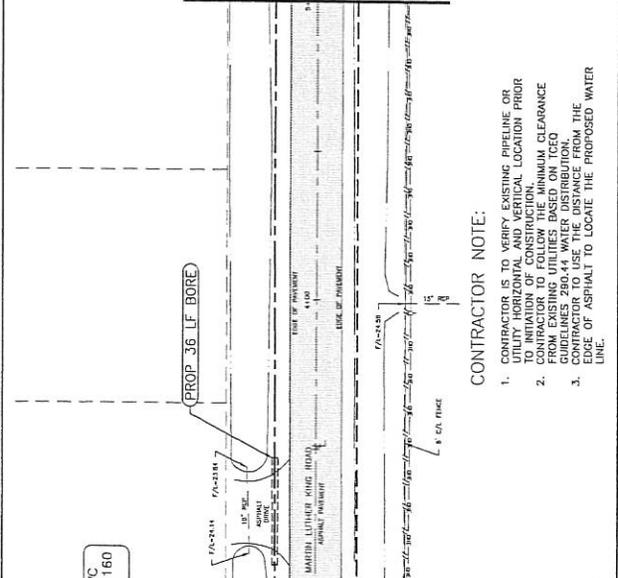
WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT
WATER DISTRIBUTION SYSTEM IMPROVEMENTS - MILK ROAD AND FAITH ROAD
JEFFERSON COUNTY, TEXAS

OVERALL PROJECT LAYOUT

1	DATE	OCT 2014
2	JOB NUMBER	114-12A
3	SCALE	NIS
4	DRAWN BY	PKC
5	CHECKED BY	PKC
6	SHEET	6
7	OF	8
8		B

ACTION CIVIL ENGINEERS, P.L.L.C.
 2727 DOUGLASS AVENUE
 SUITE 110
 DALLAS, TEXAS 75246
 PHONE (469) 833-6563
 FAX (469) 833-8282
 info@actioncivil.com

REVISIONS	NO.	DATE	BY
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2	1	JUN 2015	WV
3	1	JUN 2015	WV
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100	1	JUN 2015	WV



CONTRACTOR NOTE:
 1. CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
 2. CONTRACTOR SHALL MAINTAIN MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON THE GUIDELINES 280.44 WATER DISTRIBUTION.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED WATER LINE.

LEGEND
 UNDERGROUND TRUNK LINE
 POTHEAD ELECTRIC
 SANITARY SEWER
 WATER LINE
 TOP OF FINISH
 CENTERLINE
 F/A - FIRE ALARM
 W - WATER VALVE
 H - FIRE HYDRANT
 M - WATER METER
 C - CITY APODOR
 P - POWER POLE
 L - LIGHT POLE
 S - SIGN
 M - MAILBOX
 T - TREE

BOYT ROAD

MARTIN LUTHER KING ROAD

MARTIN LUTHER KING ROAD

MARTIN LUTHER KING ROAD

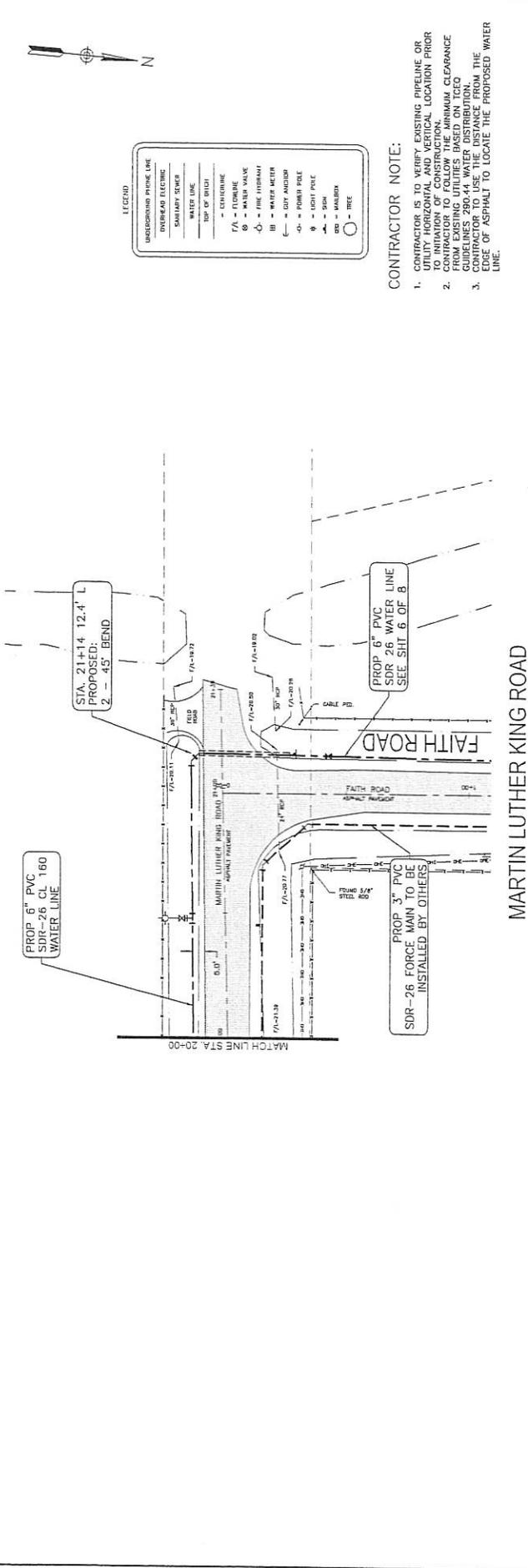
STATE OF TEXAS
 WILLIAM V. LARRAIN
 REGISTERED PROFESSIONAL ENGINEER
 No. 51993
 Action Civil Engineers, P.L.L.C.
 F-3356

2014/09/18 10:00 AM
 12272 OCTOBER 2014
 ENGINEERS, P.L.L.C.
 ACTION CIVIL

WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT
 WATER DISTRIBUTION SYSTEM IMPROVEMENTS - MILK ROAD AND FAITH ROAD
 JEFFERSON COUNTY, TEXAS

MARTIN LUTHER KING ROAD
 STA 20+00 TO END

REVISIONS
1
2
3
4
5
DATE
OCT 2014
DESIGNER
JOB NUMBER
114-124
SCALE
1" = 40'
DRAWN BY
WAL
CHECKED BY
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OF
B



CONTRACTOR NOTE:

1. CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE REQUIREMENTS FOR ALL UTILITIES AS SHOWN ON THESE GUIDELINES 280.44 WATER DISTRIBUTION.
3. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED WATER LINE.

THIS SEAL AND ARCHITECTURE THIS DOCUMENT WAS AUTHORIZED BY WILLIAM V. LARRAIN REGISTERED PROFESSIONAL ENGINEER



William V. Larrain
 Action Civil Engineers, P.L.L.C.
 F-3356

MARTIN LUTHER KING ROAD

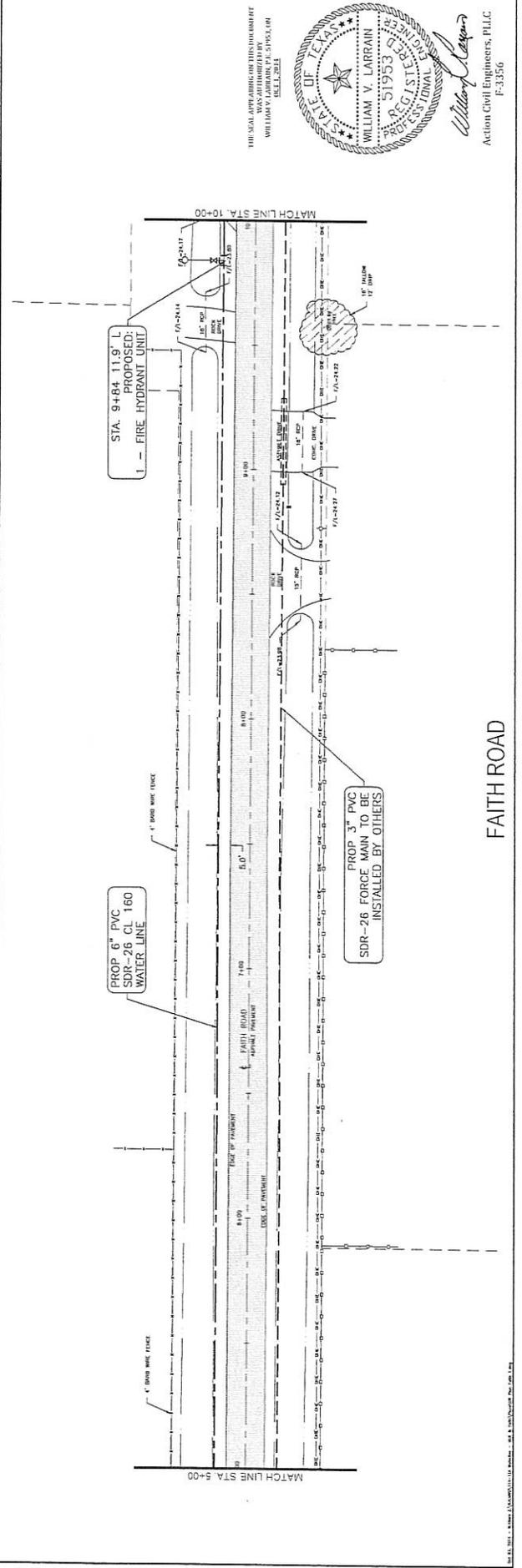
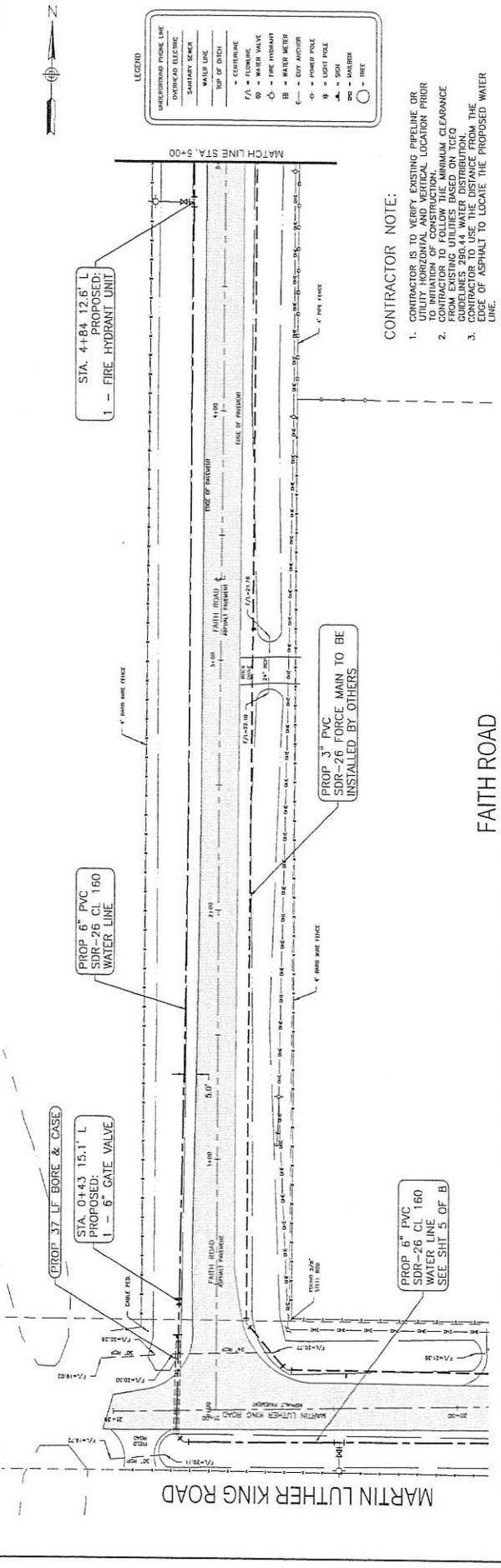
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ACTION CIVIL ENGINEERS, PLLC
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 DALLAS, TEXAS 75244
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 info@actioncivil.com

WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT
 WATER DISTRIBUTION SYSTEM IMPROVEMENTS - MLK ROAD AND FAITH ROAD
 JEFFERSON COUNTY, TEXAS

FAITH ROAD
 STA 0+00 TO STA 10+00

DATE	OCT 2014
JOB NUMBER	114-124
SCALE	1" = 40'
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OF	8



CONTRACTOR NOTE:
 1. CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
 2. ALL UTILITIES SHALL MAINTAIN CLEARANCE FROM EXISTING UTILITIES BASED ON TCO GUIDELINES 280.44 WATER DISTRIBUTION.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE LINE OF ASPHALT TO LOCATE THE PROPOSED WATER LINE.

100% SEAL APPROVED FOR THIS JURISDICTION
 WAS APPROVED BY
 WILLIAM V. LARRAIN
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 LICENSE NO. 51953
 WILLIAM V. LARRAIN
 Action Civil Engineers, PLLC
 F-3356

Special, October 20, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 20, 2014