

SPECIAL, 11/12/2013 1:30:00 PM

BE IT REMEMBERED that on November 12, 2013, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
November 12, 2013

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
November 12, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **12th** day of **November 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Receive and file bids for (IFB 13-023/KJS), Airport T-Hangar Pavement Rehabilitation.

SEE ATTACHMENTS ON PAGES 13 - 89

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

2. Receive and file bids for (IFB 13-024/JW), Term Contract for Morgue Transport Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 90 - 121

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

3. Receive and file bids for (IFB 13-026/JW), Term Contract for Elevator Maintenance and Repair for Jefferson County.

SEE ATTACHMENTS ON PAGES 122 - 314

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

4. Award (IFB 13-019/KJS), Jefferson County Drainage District No. 7 Ditch Improvements Rhodair Gully Lateral 3 A, to MK Constructors in the amount of \$988,083.00 (Funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas).

SEE ATTACHMENTS ON PAGES 315 - 315

Motion by: Commissioner Alfred
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
November 12, 2013

5. Award, execute, receive and file contract for (IFB 13-023/KJS), Airport T-Hangar Pavement Rehabilitation with APAC-Texas, Inc., in the amount of \$256,011.26.

SEE ATTACHMENTS ON PAGES 316 - 317

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

6. Award, execute, receive and file Acceptance of Offer for (IFB 13-024/JW), Term Contract for Morgue Transport Service for Jefferson County with BJ Transport Service, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 318 - 320

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

7. Award, execute, receive and file Acceptance of Offer for (IFB 13-025/KJS), Ford Park Arena House Public Address System for Jefferson County with Sweet Southern Sound in the amount of \$82,334.59.

Note; Gulf Coast representative expressed objection to bid awarded to Sweet Southern Sound.

SEE ATTACHMENTS ON PAGES 321 - 322

Action: TABLED

8. Award, execute, receive and file Acceptance of Offer for (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County with AOSS Medical Supply, Certified Laboratories, Hygeia Enviro Clean, Inc., ICS Jail Supplies, Inc., JanPak, Matera Paper Co., Professional Polish, and Sanitary Supply Co., as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 323 - 339

Motion by: Commissioner Alfred
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
November 12, 2013

9. Execute, receive and file contract for (IFB 13-022/KJS), Re-bid Jefferson County Drainage District No. 7 Ditch Main B Diversion with MK Constructors, in the amount of \$2,961,035.00. Original contract may be viewed in the Jefferson County Purchasing Department. (This project is funded by Round 1 TDRA Grant Administered by the General Land Office of the State of Texas).

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

10. Execute, receive and file contract for (IFB 13-015/JW), Keith Lake Park Boat Ramp with Shirley & Sons Construction Co., Inc., in the amount of \$2,233,035.08.

SEE ATTACHMENTS ON PAGES 340 - 341

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

11. Approve Change Order # 2 for (IFB 13-007/JW), Bridge Replacement on Lawhon Road at Green Pond Gully, with Tom-Mac, Inc. to increase contract day by 30 days, bringing the total contract days up to 90 days. The additional contract days are due to inclement weather conditions.

SEE ATTACHMENTS ON PAGES 342 - 344

Motion by: Commissioner Alfred

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
November 12, 2013*

12. Approve, execute, receive and file Amendment II (two) to contract (IFB 09-109/KJS), Term Contract for Pest Control Services for Jefferson County. The Amendment will add quarterly treatment for the Jefferson County Marine Unit located at 5960 S. 1st Street, Sabine Pass, Texas 77655, in the amount of \$55.00 quarterly.

SEE ATTACHMENTS ON PAGES 345 - 346

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

13. Consider and possibly approve inter-department transfer of 1994 Chevrolet C3500 Pickup Truck VIN # 1GPJC34K6RE270735 from Road & Bridge 2 to Jack Brooks Regional Airport as authorized by Local Government Code §262.011 (j).

SEE ATTACHMENTS ON PAGES 347 - 348

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

14. Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday December 7, 2013 at 9:00 A.M.

SEE ATTACHMENTS ON PAGES 349 - 350

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

COUNTY AUDITOR:

15. Receive and file transcript for 2013 Refunding Bonds.

SEE ATTACHMENTS ON PAGES 351 - 567

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

*Notice of Meeting and Agenda and Minutes
November 12, 2013*

16. Receive and file Financial & Operating Statements for the Month Ending September 30, 2013 (Unadjusted).

SEE ATTACHMENTS ON PAGES 568 - 584

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

17. Receive and file the Certified Roll Jurisdiction Summary Resolution for the tax roll for the tax year 2013 for Jefferson County.

SEE ATTACHMENTS ON PAGES 585 - 586

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

18. Regular County Bills - check #386833 through check #387038 (11/4/2013) and check #387039 through check #387353 (11/11/2013).

SEE ATTACHMENTS ON PAGES 587 - 605

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY CLERK:

19. Consider, approve, execute, and file an Interlocal Agreement for contractual obligations and voting Equipment and Supplies received between Jefferson County and Rockwall County. This Interlocal Agreement allows for shared grant funding to extend the existing Democracy LiveBallot System through 2018, which is an additional 2 years.

SEE ATTACHMENTS ON PAGES 606 - 607

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONER:

20. Consider and possibly adopt and authorize the County Judge to execute, receive and file the Amended Jefferson County Section 3 Plan which is required by the Texas General Land Office for all recipients of Disaster Recovery Funding.

SEE ATTACHMENTS ON PAGES 608 - 612

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

21. Consider and possibly approve a Proclamation for National Adoption Day.

SEE ATTACHMENTS ON PAGES 613 - 613

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

22. Consider and possibly approve a Proclamation for Alzheimer's Awareness Day.

SEE ATTACHMENTS ON PAGES 614 - 614

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY TREASURER:

23. Receive and File Investment Schedule for October, 2013, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 615 - 617

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

ENGINEERING:

24. Consider and possibly approve a Memorandum of Agreement (MOA) between Texas Parks and Wildlife Department and Jefferson County for the purpose of granting access rights for wetland mitigation to the J. D. Murphree Wildlife Management Area at the Keith Lake Boat Ramp. This project is located in Precinct No. 3.

SEE ATTACHMENTS ON PAGES 618 - 626

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

25. Consider and possibly authorize the County Judge to execute, receive and file a Permanent Easement Agreement with Sunoco Pipeline L.P. for a 30' wide easement crossing Lot 12 of Block 5 in Cardinal Meadows Subdivision. This project is located in Precinct No. 2.

SEE ATTACHMENTS ON PAGES 627 - 634

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

RISK MANAGEMENT:

26. Consider and possibly approve self-insuring against any loss covered by the public official's bond for Jane Birge, interim District Clerk, effective 10/22/13.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
November 12, 2013

Jeff R. Branick
County Judge

ATTACHMENT A

IFB 13-024/JW
 Term Contract for Morgue Transport Service for Jefferson County
 Bid Opening: October 29, 2013
 Final Tabulation

	BJ Transport Service 2542 Nall Street Port Neches, TX 77651 Attention: Mr. Bradley W. Corley 409-724-5812 phone 409-722-4251 fax bwcgfd103@aol.com	Broussard's Mortuary 2000 McFaddin Beaumont, TX 77701 Attention: Mr. Jim Broussard 409-832-1621 phone 409-832-1623 fax info@broussards1889.com
	Rate Per Trip to Transport Decedents	Rate Per Trip to Transport Decedents
Initial Contract Year (2013-2014)	\$250.00	\$650.00
Renewal Year 1 (2014-2015)	\$250.00	\$650.00
Renewal Year 2 (2015-2016)	\$250.00	\$650.00
Renewal Year 3 (2016-2017)	\$275.00	\$650.00
Renewal Year 4 (2017-2018)	\$275.00	\$650.00

ATTACHMENT B

IFB 13-021/JW

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County Final Bid Tabulation

	Catalog Discount
AOSS Medical Supply	30%
Certified Laboratories	10%
Hygeia Enviro Clean	25%
ICS Jail Supplies	5%
JanPak	20%
Matera Paper Co.	25%
Professional Polish	30% discount on all Machines, with the exception of Scrubbers at 20% Discount.
Sanitary Supply Co.	20%

AOSS Medical Supply
4971 Central Avenue
Monroe, LA 71203
318-325-8290 phone
lpruettaoss@aol.com

Certified Laboratories
A Division of NCH Corporation
2727 Chemsearch Blvd
Irving, TX 75062
972-438-0241 phone
certifiedlbr.biddepartment@nch.com
orders@nch.com

Hygeia Enviro Clean, Inc.
7550 College Street
Beaumont, TX 77707
409-866-2354 phone
info@hygeia.com

ICS Jail Supplies, Inc.
P.O. Box 21056
Waco, TX 76702
800-524-5427 phone
254-751-0299 fax
sales@icswaco.com

JanPak
3915 Twin City Hwy
Port Arthur, TX 77642
409-722-9900 phone
powens@janpak.com

Matera Paper Company, Inc.
1809 Brittmore Road
Houston, TX 77043
800-700-0260 phone

Professional Polish, Inc.
5450 E. Loop 720 South
Fort Worth, TX 76119
817-572-7353 phone
derek@professionalpolish.com

Sanitary Supply Company, Inc.
6790 College Street
Beaumont, TX 77707
409-866-2305 phone
sanitary@swbell.net

ORIGINAL



JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street - First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 13-023/KJS
IFB Title: Airport T-Hangar Pavement Rehabilitation
IFB Due: 11:00 am, Tuesday, October 29, 2013
Addendum No.: 1
Issued (Date): October 15, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

The following modifications are made to the plans and contract documents:
- Sheet 3 of the plans is replaced with the new Sheet 3 attached to this addendum.
- The Bid Form in the specification package is replaced with the new Bid Form attached to this addendum.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Melina McLaughlin
Witness

Scott Blanchard
Authorized Signature (Bidder)

Scott Blanchard, Asst. Secretary
Title of Person Signing Above

Witness

APAC-Texas, Inc.
Typed Name of Business or Individual

Approved by _____ Date: _____

12907 US Hwy 90, Beaumont, TX 77713
Address

BID FORM

PROJECT: AIRPORT T-HANGAR PAVEMENT REHABILITATION

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY) _____ DLRS AND _____ CENT S	CY	317.60	
	0110	2002		EXCAVATION (CHANNEL) _____ DLRS AND _____ CENT S	CY	162.00	
	0132	2007		EMBANKMENT (FINAL)(ORD COMP)(TY D) _____ DLRS AND _____ CENT S	CY	50.00	
	0247	2060		FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS) _____ DLRS AND _____ CENT S	CY	294.10	
	0260	2006	003	LIME TRT (EXST MATL) (6") _____ DLRS AND _____ CENT S	SY	2,555.00	
	0310	2001		PRIME COAT (MC-30) _____ DLRS AND _____ CENT S	GAL	3,981.00	
	0351	2002		FLEXIBLE PAVEMENT STRUCTURE REPAIR(6") _____ DLRS AND _____ CENT S	SY	100.00	
	0354	2041		PLANE ASPH CONC PAV (1.5") _____ DLRS AND _____ CENT S	SY	13,386.30	
	0464	2003	006	RC PIPE (CL III)(18 IN) _____ DLRS AND _____ CENT S	LF	30.00	
	0500	2001	011	MOBILIZATION _____ DLRS AND _____ CENT S	LS	1.00	
	3267	2106		D-GR HMA(SQ) TY-D PG64-22 _____ DLRS AND _____ CENT S	TON	1,313.70	

BID FORM

PROJECT: AIRPORT T-HANGAR PAVEMENT REHABILITATION

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	
1	0104	2001		REMOVING CONC (PAV) _____ DLRS AND _____ CENT S	SY	628.00	
				Note - This total should match the "Total Bid Amount For Alt. 1" shown on the Notice to the Bidder sheet		TOTAL FOR ALT. 1 =	

ESTIMATE SUMMARY SHEET

ITEM	CODE	SP ¹	DESCRIPTION	UNIT	TOTAL QUANTITY
0110	2001		EXCAVATION (ROADWAY)	CY	317.00
0110	2002		EXCAVATION (CHANNEL)	CY	162.00
0132	2007		EMBANKMENT (FINAL FORD COMPLY D)	CY	50.00
0247	2006		FLBS (CMP IN PLOTTYE GR 4(FINAL POS)	CY	204.70
0260	2006	008	LIME TRT (EXST MATL) (6")	SY	2686.00
0310	2001		PRIME COAT (MC-80)	GAL	3681.00
0351	2002		FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	SY	100.00
0354	2041		PLANE ASPH CONC PAV (1.5")	SY	13366.30
0482	2003	006	RC PIPE (CL 18) (18 IN)	LF	30.00
0500	2001	011	MOBILIZATION	LS	1.00
0207	2106		D-GR HMA(SC) TY-D PG84-22	TON	1313.70
Additive Alternate 1					
0104	2001		REMOVING CONC (PAV)	SY	626.00

Basis of Estimate

ITEM NO.	DESCRIPTION	RATE	NO. OF UNITS	QUANTITY
0310 2001	PRIME COAT (MC-80)	0.25 GAL/SY	14924 SY	3681.0 GAL
3207 2106	D-GR HMA(SC) TY-D PG84-22	186 LB/SY	14924 SY	1313.7 TON

REVISOR INSTRUCTIONS

JEFFERSON COUNTY

**JEFFERSON COUNTY
JACK BROOKS
REGIONAL AIRPORT**

**ESTIMATE SUMMARY
AND
BASIS OF ESTIMATE**

SHEET 1 OF 1

DATE: 11/11/11
BY: [Signature]
SCALE: 1"=100'
NO: 1

BID FORM

PROJECT: AIRPORT T-HANGAR PAVEMENT REHABILITATION

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY) <u>Twenty</u> DLRS AND <u>NO</u> CENT S	CY	317.60	6,352. ⁰⁰
	0110	2002		EXCAVATION (CHANNEL) <u>Thirteen</u> DLRS AND <u>NO</u> CENT S	CY	162.00	2,106. ⁰⁰
	0132	2007		EMBANKMENT (FINAL)(ORD COMP)(TY D) <u>Thirty Three</u> DLRS AND <u>NO</u> CENT S	CY	50.00	1,650. ⁰⁰
	0247	2080		FLBS (CMP IN PLC)(TY E GR 4)(FNAL POS) <u>Twenty One</u> DLRS AND <u>NO</u> CENT S	CY	294.10	6,176.10
	0260	2006	003	LIME TRT (EXST MATL) (6") <u>Nine</u> DLRS AND <u>NO</u> CENT S	SY	2,655.00	23,895. ⁰⁰
	0310	2001		PRIME COAT (MC-30) <u>Five</u> DLRS AND <u>NO</u> CENT S	GAL	3,981.00	19,905. ⁰⁰
	0351	2002		FLEXIBLE PAVEMENT STRUCTURE REPAIR(8") <u>Twenty Seven</u> DLRS AND <u>NO</u> CENT S	SY	100.00	2,700. ⁰⁰
	0354	2041		PLANE ASPH CONC PAV (1.5") <u>Two</u> DLRS AND <u>Twenty</u> CENT S	SY	13,386.30	29,449.86
	0484	2003	006	RC PIPE (CL III)(18 IN) <u>Fifty Six</u> DLRS AND <u>NO</u> CENT S	LF	30.00	1,680. ⁰⁰
	0500	2001	011	MOBILIZATION <u>Seven Thousand Six Hundred</u> DLRS AND <u>NO</u> CENT S	LS	1.00	7,600. ⁰⁰
	3267	2106		D-GR HMA(SQ) TY-D PG84-22 <u>one Hundred Nine</u> DLRS AND <u>NO</u> CENT S	TON	1,313.70	143,193.30

BID FORM

PROJECT: AIRPORT T-HANGAR PAVEMENT REHABILITATION

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	244,707.26
1	0104	2001		REMOVING CONC (PAV) <u>Eighteen</u> _____ DLRS AND _____ <u>NO</u> _____ CENTS	SY	628.00	11,304.00
				Note - This total should match the "Total Bid Amount For Alt. 1" shown on the Notice to the Bidder sheet		TOTAL FOR ALT. 1 =	11,304.00

10/29/2013 9:23
 Jefferson Co. Jack Brooks Overlay

BID TOTALS

<u>Bid Item</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	EXCAVATION (ROADWAY)	U	317.600	CY	20.00	6,352.00
20	EXCAVATION (CHANNEL)	U	162.000	CY	13.00	2,106.00
30	ENBANKMENT (FINAL)(ORD COMP)(TY D)	U	50.000	CY	33.00	1,650.00
40	FL BS (CMP IN PLC)(TY E GR)(FINAL POS)	U	294.100	CY	21.00	6,176.10
50	LIME TRT (EXIST MATL) (6")	U	2,655.000	SY	9.00	23,895.00
60	PRIME COAT (MC-30)	U	3,981.000	GAL	5.00	19,905.00
65	FLEXIBL PAVEMENT STRUCTURE REPAIR (6")	U	100.000	SY	27.00	2,700.00
70	PLANE ASPH CONC PAV (1.5")	U	13,386.300	SY	2.20	29,449.86
80	RC PIPE (CL HD)(18")	U	30.000	LF	56.00	1,680.00
90	MOBILIZATION	U	1.000	LS	7,600.00	7,600.00
100	D-GR HMA (SQ) TY-D PG64-22	U	1,313.700	TN	109.00	143,193.30

BASE BID TOTAL \$244,707.26

120	REMOVING CONC (PAV) (ALTERNATE)	U	628.000	SY	18.00	11,304.00
-----	---------------------------------	---	---------	----	-------	-----------

ALTERNATE TOTAL \$11,304.00

Bid Total \Longrightarrow \$256,011.26

**Notes:
 Items in italics are Non-Additive.

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.

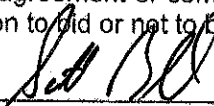
The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated 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.

APAC-Texas, Inc.
 Bidder (Entity Name)
PO BOX 20779 (77720)
12907 US Hwy 90 (77713)
 Street & Mailing Address

Beaumont, TX
 City, State & Zip

409-866-1444
 Telephone Number

snblanchard@apac.com
 E-mail Address


 Signature

Scott Blanchard, Asst. Secretary
 Print Name

10/29/13
 Date Signed

409-866-1032
 Fax Number

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="font-size: small; margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

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

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

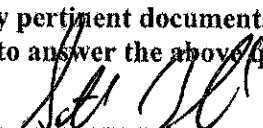
Did the Prime Contractor/Consultant . . .

- | | | |
|--------|--|--|
| ***N/A | <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? |
| N/A | <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? |
| N/A | <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)? |
| N/A | <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? |
| N/A | <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? |
| N/A | <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.

***No subcontractors expected at time of bid.

Scott Blanchard
Printed Name of Authorized Representative


Signature

Asst. Secretary
Title

10-29-13
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: APAC-Texas, Inc. HUB: Yes No

Address: 12907 US Hwy 90, Beaumont, TX 77713
Street City State Zip

Phone (with area code): 409-866-1444 Fax (with area code): 409-866-1032

Project Title & No.: Jefferson Co. Airport T-Hangar Pavement Rehabilitation #13-023/KJS

Prime Contract Amount: \$ _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

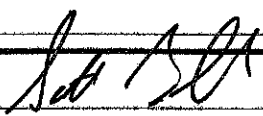
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

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: _____

<u>Scott Blanchard</u>		<u>10/29/13</u>
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: N/A (No subcontractors expected at time of bid)

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: **No Subcontractor work required at time of bid.**

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

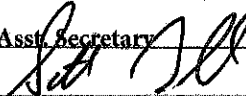
**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 4 OF 4

Subcontractor Name: N/A
Address: _____
 Street City State Zip
Contact person: _____ Title: _____
Phone (with area code): _____ Fax (with area code): _____
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____
Address: _____
 Street City State Zip
Contact person: _____ Title: _____
Phone (with area code): _____ Fax (with area code): _____
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
Description of Subcontract Work to be Performed: _____

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

Name (print or type): Scott Blanchard
Title: Asst. Secretary
Signature: 
Date: 10/29/13
E-mail address: snblanchard@apac.com

Contact person that will be in charge of invoicing for this project:
Name (print or type): Kim Work
Title: Accounting
Date: 10/29/13
E-mail address: kim.work@apac.com

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 APAC-Texas, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	58-1401466
Company Name submitting bid/proposal:	APAC-Texas, Inc.
Mailing address:	12907 US Hwy 90, Beaumont, TX 77713
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**
unknown	12907 US Hwy 90, Beaumont, TX 77713

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Scott Blanchard, who (name) after being by me duly sworn, did depose and say:

"I, Scott Blanchard (name) am a duly authorized officer of/agent for APAC-Texas, Inc. (name of firm) and have been duly authorized to execute the foregoing on behalf of the said APAC-Texas, Inc. (name of firm).

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

Name and address of bidder: APAC-Texas, Inc.
12907 US Hwy 90, Beaumont, TX 77713

Fax: 409-866-1032 Telephone# 409-866-1444

by: Scott Blanchard (print name) Title: Asst. Secretary

Signature: *Scott Blanchard*

SUBSCRIBED AND SWORN to before me by the above-named Scott Blanchard on

this the 29th day of October, 2013.

Melissa Mckague
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



Project: Airport T-Hangar Pavement Rehabilitation

PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE
TO "JEFFERSON COUNTY".

WORK CONSISTING OF CONSTRUCTING A GRADING, BASE, PAVEMENT, DRAINAGE, AND CONCRETE REMOVAL IN JEFFERSON COUNTY

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 30 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A). Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

BID PROPOSAL MUST NOT BE DISASSEMBLED

Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:

(IFB 13-023/KJS), Airport T-Hangar Pavement Rehabilitation

Bidder's Company/Business Name: APAC-Texas, Inc.

Bidder's TAX ID Number: 58-1401466

Contact Person: Scott Blanchard **Title:** Asst. Secretary

Phone Number (with area code): 409-866-1444

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): 409-866-1032

Email Address: snblanchard@apac.com

Please provide a physical address for bid bond return:

APAC-Texas, Inc.

12907 US Hwy 90

Beaumont, TX 77713

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: Texas Department of Transportation Aviation Division
 Address: 125 E 11th Street, Austin, TX 78701
 Contact Person and Title: _____
 Phone: 512-416-4500 Fax: _____
 Contract Period: Feb 2010-Aug 2010 Scope of Work: Beaumont Municipal Airport Runway Pavement Rehabilitation

REFERENCE TWO

Government/Company Name: City of West Orange
 Address: 2700 Austin Ave., Orange, TX 77630
 Contact Person and Title: _____
 Phone: 409-883-0059 Fax: _____
 Contract Period: 2011 Scope of Work: TDRA Recovery Project Road Rehab and Reconstruction

REFERENCE THREE

Government/Company Name: City of Port Arthur
 Address: PO BOX 1089, Port Arthur, TX 77641
 Contact Person and Title: _____
 Phone: 409-983-8511 Fax: 409-983-8528
 Contract Period: Octo 2009 - 2010 Scope of Work: 39th Street Overlay

Bidder Shall Return Completed Form with Offer.

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: APAC-Texas, Inc.

By: Scott Blanchard

\$ 244,707.26
Total Bid Amount

\$ 11,304.00
Total Bid Amount For Alt. 1

Take each calculated item total per line and add together for the Total Bid Amount.



XL Group
Insurance
Reinsurance

BID BOND

- XL Specialty Insurance Company**
- XL Reinsurance America Inc.**
- Greenwich Insurance Company**

XL Specialty Insurance Company
 Surety Administrative Office
 300 Lombard Street, Ste. 1470
 Baltimore, MD 21202

KNOW ALL MEN BY THESE PRESENTS: That we APAC-TEXAS, INC. (hereinafter called the Principal), and XL Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the Surety), are held and firmly bound unto Jefferson County, Texas (hereinafter called the Obligee) in the sum of FIVE PERCENT OF AMOUNT BID Dollars (\$ 5% OF AMOUNT BID), lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for Airport T-Hangar Pavement Rehabilitation (POA# XL1505088).

Now, Therefore, If the Obligee shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered this 29th day of October, 2013.

Melvin McLaughlin
 (Witness)

APAC-TEXAS, INC.
 (Principal) _____ (Seal)
Scott Blanchard
 By Scott Blanchard, Asst. Secretary

 (Witness)

XL Specialty Insurance Company
 (Surety) _____ (Seal)
Artie Tucker
 By Artie Tucker, Attorney-in-Fact

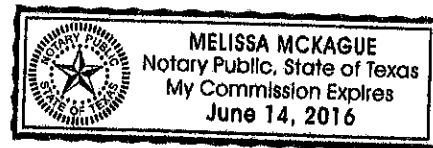
SURETY ACKNOWLEDGMENT

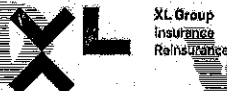
STATE OF Texas }
COUNTY OF Jefferson } **SS**

On this 29th day of October, 2013, before me personally came Artie Tucker to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1505088

KNOW ALL MEN BY THESE PRESENTS, That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

L.L. Mathews Jr., Kal A. Kincaid, Scott N. Blanchard, Larry P. Mathews, Angela Kvarme, Artie Tucker, Jose A. Torres

each its true and lawful Attorney(s) in fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for APAC Texas, Inc. for the penal sum of no one of which is in any event to exceed \$10,000,000.00 FOR BID BONDS ONLY.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 31st day of January 2013.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of the Company, bonds and undertakings in surety or co-surety with others; and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 31st, 2013.



XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: *David S. Hewett*
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 31st day of January, 2013, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva
NOTARY PUBLIC

NOTICE TO POLICYHOLDERS

TEXAS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call XL Insurance toll-free telephone number for information or to make a complaint at

1-800-622-7311

You may also write to XL Insurance at

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de XL Insurance para informacion o para someter una queja al

1-800-622-7311

Usted tambien puede escribir a XL Insurance

Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail:
ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si

tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso

es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Trotti & Thomson Division

CURRENT PROJECTS

Project # **Project** **Owner** **Type of Work** **Contract Amount** **Completed:**

2963	Jefferson County FM 365	Texas Dept of Transportation	Rehab roadway	\$7,117,385.00	In Progress
2997	Newton County FM 1414	Texas Dept of Transportation	Edge stabilization	\$821,329.00	In Progress
3026	Newton Co. FM 1414 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$955,996.00	In Progress
3035	Orange Co. CR New Road & Railroad Crossing	Texas Dept of Transportation	Construct New Road and Track	\$3,240,325.00	In Progress
3044	Newton Co. FM 363 Raise Roadway & Replace Bridge	Texas Dept of Transportation	Bridge Construction	\$3,877,298.00	In Progress
3048	Jefferson Co. FW Sea Rim	Texas Dept of Transportation	Road Construction	\$3,877,298.91	In Progress
3062	Newton Co. FM 1414 Widen Roadway	Texas Dept of Transportation	Widening Road	\$1,951,308.00	In Progress
3064	TXDOT Jasper FM 254 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$259,576.60	In Progress
3065	TXDOT Jasper Co. FM 2799 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$785,636.00	In Progress
3069	Orange Co. FM 105	Texas Dept of Transportation	Widening Road	\$3,989,094.00	In Progress
3070	Sabine Co. CR (Rock Creek & Williams Drive)	Texas Dept of Transportation	Bridge Construction	\$436,423.00	In Progress
3071	DOT Jefferson County SH 73 ACP, Shoulder Text	Texas Dept of Transportation	Bridge Construction	\$5,975,104.16	In Progress
3072	Liberty Co Cedar Estates Street Improvements	Liberty Co	Road Work	\$290,276.60	In Progress
3073	Lamar Asphalt Parking for Band Revised	Lamar University	Parking lot	\$340,270.79	In Progress
3075	TXDOT Liberty Co. US 90 GR, BS, STR, PVMT, SIG	Texas Dept of Transportation	Word Work	\$20,677,586.00	In Progress

Work History

2932	Orange County Ferry Road	Texas Dept of Transportation	Reconstruct Road	\$2,247,749.00	February '11
2935	Jasper County US 96	Texas Dept of Transportation	Full Depth Repair/ACP	\$2,938,391.00	September '10
2936	Jefferson County SH 347	Texas Dept of Transportation	Overlay existing roadway	\$3,516,358.00	November '10
2939	Jasper County FM 1131	Texas Dept of Transportation	Restore & Overlay existing roadway	\$1,104,127.00	September '10
2940	Jasper County FM 1131	Texas Dept of Transportation	Provide additional paved surface width	\$2,217,087.00	September '10
2941	Bear Creek Estates	Milflex Properties	Clear and build roadway	\$1,299,491.00	September '10
2942	City of Silsbee	City of Silsbee	Drainage improvements FM 418	\$576,973.00	February '11
2945	Orange County FM 105	Texas Dept of Transportation	Overlay existing roadway & add	\$304,484.00	March '11
2946	City of Port Arthur	City of Port Arthur	39th Street overlay	\$635,000.00	February '11
2947	ExxonMobil	Worley Parsons	Main gate relocation	\$2,158,261.00	February '11
2948	Jefferson County US 90	Encino Landscape	Asphalt Overlay	\$108,999.00	July '10
2949	McFaddin Wildlife Refuge	Tennessee Valley Authority	Paving	\$121,408.00	July '10
2950	Chambers County IH-10	Texas Dept of Transportation	Convert 2 way frontage Road to 1 way	\$186,354.00	September '10
2951	Jefferson County SH 87	Texas Dept of Transportation	Remove & replace existing flex base	\$409,385.00	September '10
2952	ExxonMobil Credit Union	ExxonMobil	Parking lot repairs	\$292,628.00	September '10
2953	Jasper TX Electric Co-Op	Jasper TX Electric Co-Op	Concrete slab	\$230,093.00	September '10
2954	Atlanta Ave/Boston Ave.	City of Nederland	Parking lot repairs	\$241,051.00	September '10
4608	Wildwood Association	Wildwood Association	Asphalt Overlay	\$50,148.00	January '06
2853	Motiva North Gate House	BO-MAC	Paving of entrance & parking lot	\$191,150.58	January '06
2820	Hardin County US 69	Texas Dept of Transportation	Overlay exist roadway & continuous lane	\$3,991,739.24	January '06
2756	Jasper County US 96	Texas Dept of Transportation	Widen to 4 lanes(rural) (16.6 miles)	\$26,385,976.78	January '06
2803	Jasper County US 96	Texas Dept of Transportation	Widen 4 lane divided (rural)	\$16,544,010.00	February '06
2832	Hardin County FM 418	Texas Dept of Transportation	Rehab existing roadway	\$5,461,087.64	February '06
2857	Jefferson County US 69	Texas Dept of Transportation	New two lane frontage roads	\$1,060,328.75	March '06
2842	Hardin County US 69	Texas Dept of Transportation	Rehab existing roadway & add shoulder	\$4,455,462.94	May '06
2848	Orange County SH 73	Texas Dept of Transportation	Rehab existing roadway	\$5,590,403.55	June '06

2852	Hardin County FM 1003	Texas Dept of Transportation	Replace Bridges & approaches	\$1,505,379.97	August '06
2866	Orange County IH-10	Texas Dept of Transportation	Mill & Overlay existing roadway	\$1,520,927.00	September '06
2870	Hardin County	Hardin County	Pinewood Entrance road rehab	\$126,657.50	October '06
2873	Liberty County SH	Texas Dept of Transportation	Patch & overlay for Smith & Co	\$339,074.00	December '06
2864	Newton County CR	Texas Dept of Transportation	Replace Bridge & approaches	\$776,757.00	February '07
2868	Jefferson County SH 87	Texas Dept of Transportation	Mill & Overlay existing roadway	\$1,483,916.00	February '07
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface width	\$1,898,500.00	February '07
2844	Fort Polk Aviation Hangar	Walton Construction	Concrete paving	\$558,072.00	February '07
2875	Chambers County FM 1405	Angel Brothers	Concrete paving	\$5,937,172.00	March '07
2877	Marlin Gas	Mason Construction	Lay mix	\$273,195.00	March '07
2878	Jefferson County SH 124	LD Construction	SH 124	\$257,500.00	March '07
2879	Smarts Truck & Trailer	Smarts Truck & Trailer	12" Concrete Road	\$150,510.00	April '07
2880	TOTAL Petrochemical	TOTAL Petrochemicals	New laydown area	\$244,808.00	April '07
2860	Newton County SH 12	Texas Dept of Transportation	Restore existing roadway	\$5,525,979.00	April '07
2836	Jefferson County US 69	Texas Dept of Transportation	Crack, seal, joint seal, ACP & PFC	\$11,245,567.00	May '07
2865	Jefferson County Hwy 90	Texas Dept of Transportation	Rehab existing roadway	\$450,764.00	May '07
2883	Jefferson County US 69	Texas Dept of Transportation	Overlay, planning, ACP & Striping	\$1,612,619.00	July '07
2869	Tyler County FM 1013	Texas Dept of Transportation	Provide additional paved surface width	\$1,898,500.00	August '07
2890	Jefferson County SH 87	Texas Dept of Transportation	Widen pavement/overlay	\$534,863.00	August '07
2885	Hardin County US 69	Texas Dept of Transportation	Overlay existing roadway	\$3,457,717.00	September '07
2889	Port of Beaumont	Port of Beaumont	7 acre laydown area at Buford St.	\$1,435,358.00	September '07
2874	Tyler County FM 1013	Texas Dept of Transportation	Design & Build Main Gate	\$58,000.00	September '07
2816	Jefferson County US 69 Spurlock	Texas Dept of Transportation	Convert non-freeway to freeway	\$24,780,295.00	September '07
2887	Orange County SH 73	Texas Dept of Transportation	Pair pavement & overlay existing roadway	\$2,701,123.00	November '07
2886	Orange County FM 1136	Texas Dept of Transportation	Restore existing roadway	\$1,171,634.34	November '07
2892	Jefferson County	Texas Dept of Transportation	Overlay existing roadway	\$1,197,691.00	December '07
2897	McFaddin Wildlife Refuge	Tennessee Valley Authority	Asphalt paving		February '08
2884	Orange County IH-10	Texas Dept of Transportation	Overlay, PFC, PAV, Repair, Joint seal	\$4,906,288.18	March '08
2894	Jefferson County Walden Road	Texas Dept of Transportation	Replace Bridges & approaches	\$426,216.10	March '08
2851	Liberty County US 90	Texas Dept of Transportation	Convert Non-Freeway to Freeway	\$8,379,064.30	March '08
2908	Old Sour Lake Road	Jefferson County	Asphalt Overlay	\$360,184.00	July '08
2906	Orange County FM 105	Texas Dept of Transportation	Concrete Pav repair, joint seal,	\$1,436,990.00	August '08
2872	Jasper County US 96	Texas Dept of Transportation	Widen and reconstruct	\$14,071,316.00	August '08
2905	Jefferson County Calder Ave.	Texas Dept of Transportation	Replace Bridge & approaches	\$385,699.00	September '08
2912	Brooks Road @ Willow Marsh	Jefferson County	Replace Bridge	\$404,850.00	October '08
2898	Newton County SH 12	Texas Dept of Transportation	Mill & Overlay existing roadway	\$2,122,362.00	November '08
2904	Tyler County FM 1943	Texas Dept of Transportation	Replace Bridge & approaches	\$1,194,855.00	November '08
2910	Holly Street Repair	ExxonMobil	Reconstruct Road	\$68,000.00	December '08
2911	Tyler County US 190	Texas Dept of Transportation	ACP, Base Repair, Stripe	\$5,103,679.00	December '08
	Charlton-Pollard Lot	ExxonMobil	Asphalt paving	\$849,000.00	January '09
2911	Liberty County FM 1410	Texas Dept of Transportation	Replace Bridge & approaches	\$541,765.00	February '09
	Gate - Phase II	ExxonMobil	Reconstruct Road	\$985,000.00	April '09
2876	Orange County SH 12	Texas Dept of Transportation	Reconstruct 2 lanes w/ a	\$5,968,267.00	June '09
2900	Motiva	Bechtel Jacobs	Heavy Haul Road	\$11,545,645.00	June '09
2915	Jefferson County	Jefferson County	Various bridge replacements	\$1,417,099.00	June '09
2903	Jefferson County IH-10, Etc.	Texas Dept of Transportation	Overlay existing roadway	\$5,646,455.00	August '09
2937	Jefferson County Bridges	Jefferson County	Bridge replacement	\$401,663.00	September '09
2888	Jefferson County IH-10	Texas Dept of Transportation	Rehabilitate Existing roadway	\$9,794,825.00	September '09
2909	Orange County FM 1442	Texas Dept of Transportation	Restore & Overlay existing roadway	\$2,694,261.00	October '09
2934	Hardin County US 69	Texas Dept of Transportation	Flexible pavement structure repair	\$374,098.00	October '09
2943	City of Orange	Jerry Walley Construction	1.5" overlay	\$254,724.00	October '09
2948	Jefferson County US 90	Encino Landscape	Asphalt overlay	\$108,999.00	November '09

2930	Hardin County Woodway Blvd	Hardin County	Bridge rehabilitation	\$2,133,649.00	December '09
2955	Beaumont Municipal Airport	Texas Dept of Transportation	Runway Improvements	\$2,025,212.00	
2957	Newton County FM 253	Texas Dept of Transportation	Rehab & Widen	\$779,988.00	
2961	Jefferson County US 69	Texas Dept of Transportation	Slope Stabilization	\$1,005,149.00	
2965	Tyler County FM 256	Texas Dept of Transportation	Add paved surface width	\$2,855,213.00	Jun-11
2969	Jasper County US 96	Texas Dept of Transportation	Move & replace base material	\$248,070.00	Mar-11
2972	ExxonMobil B&P	Worley Parsons	Bypass	\$2,515,306.00	Mar-11
2974	Liberty County CR 2132	Texas Dept of Transportation	Bridge Replacement	\$321,704.00	Mar-11
2975	Jefferson County SH 124	Texas Dept of Transportation	Add left turn lane	\$276,997.00	Jun-11
2977	Orange County FM 1442	Texas Dept of Transportation	Rt turn lane & signals	\$412,152.00	Aug-11
2978	SET Regional Airport			\$550,199.00	Feb-11
2979	Hardin County US 69	Texas Dept of Transportation	Microsurfacing	\$2,859,767.00	Aug-11
2981	Nederland	City of Nederland	Concrete street repairs	\$201,430.00	Complete
2982	Jefferson County SH 124	Texas Dept of Transportation	Milling and overlay	\$1,562,695.00	Jun-11
2983	Jefferson County VA RR	Texas Dept of Transportation	Milling and overlay	\$926,206.00	Mar-12
2984	Total DCP	TOTAL Refinery	Paving	\$1,459,509.00	Jul-11
2985	ExxonMobil	ExxonMobil	Roadway Maintenance	\$180,000.00	Dec-10
2987	Valero	Valero	Road Rehab	\$374,472.00	Complete
2988	Newton County SH 87	Texas Dept of Transportation	Super-Elevation	\$555,885.00	May-11
2989	ShawCor	ShawCor	Pipe Protection Site Work	\$678,644.00	Jul-11
2990	Mason Construction	Valero	Unit Paving 2" HMA	\$155,094.00	Complete
2991	West Orange	City of West Orange	TDRA Recovery Project	\$871,281.00	Aug-11
2992	Sour Lake	City of Sour Lake	2008 TDRA Ike Recovery	\$231,844.00	May-11
2993	Jasper County SH 62	Texas Dept of Transportation	Base Repair	\$301,918.00	Aug-11
2994	BO-MAC	LNG	Asphalt overlay	\$925,720.00	Complete
2995	Lumberton	City of Lumberton		\$341,387.00	Sep-11
2998	Event Center	City of Beaumont	Event Center parking lot	\$973,553.00	Feb-12
2999	Craigen Road Bridge	Jefferson County	Bridge Replacement	\$801,907.00	Jan-12
3001	Orange County IH-10	Texas Dept of Transportation	Frontage Roads	\$2,581,062.00	Sep-11
3002	Island Park X-Ray Slab	CBI	Asphalt overlay		Jul-13
3003	Jasper County Fish Hatchery	Texas Dept of Transportation		\$462,636.85	Oct-11
3004	Jefferson County US 69	Texas Dept of Transportation		\$2,784,417.79	Oct-11
3005	Orange Co Road Imp	Orange County	Road Improvements	\$1,177,083.45	Aug-11
3006	Port Arthur Utility Access Road	Port Arthur EDC		\$100,162.20	Jul-11
3007	Motiva OSBL Paving	Turner		\$2,124,864.27	Feb-12
3008	TGS: POB Rail Improvements	Port of Beaumont	Rail Improvements	\$451,305.50	Nov-11
3009	Sulfur Truck Route	Valero	Asphalt overlay	\$128,750.00	Aug-11
3010	Orange County Improvements	Port of Beaumont		\$8,409,165.00	Complete
3011	Merriman Street		Overlay	\$175,500.00	Aug-11
3012	Montage Center	Lamar University	Ditch & Asphalt Repairs	\$112,944.50	Aug-11
3013	Jasper County US 96	Texas Dept of Transportation		\$580,985.38	Oct-11
3014	Jefferson County FM 365	Texas Dept of Transportation		\$1,026,845.38	Oct-11
3015	Jefferson County SH 82	Texas Dept of Transportation		\$4,626,388.85	Jul-12
3016	JE Dunn	ExxonMobile	Parking lot repairs	\$164,370.00	Jan-12
3017	Orange County FM 105	Texas Dept of Transportation		\$1,805,820.00	Jun-12
3018	Pipeline Road Rehab	Chevron Pipeline		\$259,405.38	Nov-11
3019		Exxon Refinery	Milling & Paving	\$118,301.00	Complete
3020	Country Village Apartment Complex	Country Village Apartment Complex		\$183,998.84	Dec-11
3021	HCU Control Room	Valero	Paving	\$130,974.00	Feb-13
3022	Concrete Demo for Evans In Woodville	Evan Construction		\$367,970.50	Feb-12
3023	Newton Co SH 87 Additional surface width	Texas Dept of Transportation		\$2,777,739.88	Aug-12
3024	Motiva Barrier Casting Project	Recon	Construct Precast Barriers	\$255,200.00	Apr-12
3025	Chevron Pipeline Terminal #2	Chevron Pipeline	Overlay	\$273,576.40	Complete

3027	Chambers Co. FM 3180 Widen Intersection	Texas Dept of Transportation	Widening Road	\$180,098.37	Jul-12
3028	Chambers Co. FM 1406	Texas Dept of Transportation	Road Construction	\$529,842.47	Jul-12
3029	Jefferson Co. SH 87	Texas Dept of Transportation	Road Construction		May-12
3030	Jefferson Co. IH-10 Overlay	Texas Dept of Transportation	Overlay		Jun-12
3031	Afton Chemical Crossing Repair	Afton	Overlay	\$174,282.00	Complete
3032	Jefferson Co. Needmore Bridge	Texas Dept of Transportation	Bridge Construction	\$705,478.00	Jul-12
3033	Tyler Co. FM 1746 Edge Stabilization	Texas Dept of Transportation	Widening Road	\$190,454.00	Aug-12
3034	SHAWCOR Cardon IV Project Site Work	ShawCor	Site Work	\$580,826.00	May-12
3036	Jasper Co. US 190	Texas Dept of Transportation	Overlay	\$699,036.00	Jul-12
3037	Tyler Co. US 69 Overlay roadway & Bridge Repair	Texas Dept of Transportation	Road Rehab	\$1,244,823.00	Sep-12
3038	City of Sour Lake Overlay #2	City of Sour Lake	Overlay	\$120,963.90	May-12
3039	TXDOT Jasper Co.	Texas Dept of Transportation	Road Construction	\$221,738.10	Complete
3040	Valero Loading Dock Ramp and Concrete Roadway	Valero	Concrete Work	\$252,010.50	Oct-12
3041	Mason/Valero Sulfur Truck Scale Paving	Mason Construction	Overlay	\$177,250.00	Jun-12
3042	County DRS010214 Seal Coat Japanese Road & H	Texas Dept of Transportation	Seal Coat	\$241,001.20	Jun-12
3043	Jefferson SH 347 Rehab Roadway	Texas Dept of Transportation	Road Construction	\$2,015,985.00	Oct-12
3045	Jefferson Co. IH10 Repair Existing Pavement & Over	Texas Dept of Transportation	Patching	\$2,393,201.00	Sep-12
3046	Jefferson Co. Road Improvements on Ave. H	Texas Dept of Transportation	Road Construction		Jul-12
3049	Goodyear Chemical 850 Unit	Goodyear	Concrete Work	\$1,050,700.00	Feb-13
3050	Jasper Co. RE 255	Texas Dept of Transportation	Road Construction	\$110,541.21	Oct-12
3051	Gerdau Concrete Sidewalk Project	Gerdau Ameristeel	Concrete Work	\$182,944.00	Nov-12
3052	Jasper Co. FM 1013 Additional Paved Surface	Texas Dept of Transportation	Widening Road	\$1,998,013.00	Jul-13
3053	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	\$776,636.00	Apr-13
3054	Hardin Co. US 69 Overlay Roadway	Texas Dept of Transportation	Overlay	\$2,061,902.00	Feb-13
3055	Valero T&M September 2012	Valero	Site Work	\$147,500.00	Complete
3056	Bomac/Valero Roadway Paving	BO-MAC	Paving	\$258,780.00	Feb-13
3057	Sabine Co. CR (Tuttle Rd.)	Texas Dept of Transportation	Bridge Construction	\$379,351.90	Complete
3058	Goodyear Houston Parking Lots	Goodyear	Overlay	\$118,989.50	Jan-13
3059	Jefferson County Courthouse: Pearl St. Parking Lo	Jefferson County	Overlay	\$135,757.20	Feb-13
3060	City of Orange East Orange Street Improvements	City of Orange	Overlay	\$1,141,774.00	Mar-13
3061	Jefferson Co. IH 10 Flex Base	Texas Dept of Transportation	Patching	\$641,464.00	May-13
3063	ISTC Drive Entrance & Exit	ISTC	Site Work	\$154,023.00	Apr-13
3066	Goodyear HSE Concrete Work	Goodyear	Concrete Work	\$105,373.00	May-13
3067	Jefferson Co. US 90 Mill & Overlay	Texas Dept of Transportation	Overlay	\$1,347,159.25	Jul-13
3068	Orange Co. FM 1006	Texas Dept of Transportation	Overlay	\$732,186.15	Jun-13
3074	Chevron Cedar Bayou for Strike	Chevron	Industrial work	\$493,989.00	May-13

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information he desires.

Name of Bidder: APAC-Texas, Inc. Date Organized: 1945

Address: PO BOX 20779, Beaumont, TX 77720-0779 Date Incorporated: 1980

Number of Years in contracting business under present name 68

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
Please see attached.		

Type of work performed by your company: Road, highway & bridge construction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Please see attached.		

Major equipment available for this contract: APAC-Texas, Inc. owns over 200 pieces of equipment as well as has access to a national rental account.

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

Credit available: \$ Available on request Bank reference: Bank of America Vandana Vyas
PH: 925-675-7784

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

Executed this 29th day of October, 2013.

By: (signature) [Signature] Title: Asst. Secretary

(print name) Scott Blanchard



P.O. Box 20779 Beaumont, Texas 77720

BID DOCUMENTS
FOR
JEFFERSON COUNTY, TEXAS
AIRPORT T-HANGAR PAVEMENT REHABILITATION
IFB 13-023/KIS
DUE: October 29, 2013, 11:00 AM
JEFFERSON COUNTY PURCHASING DEPT.
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

10-29-13 11:45 RCVD



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 13-023/KJS
IFB Title: Airport T-Hangar Pavement Rehabilitation
IFB Due: 11:00 am, Tuesday, October 29, 2013
Addendum No.: 1
Issued (Date): October 15, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

The following modifications are made to the plans and contract documents:
- Sheet 3 of the plans is replaced with the new Sheet 3 attached to this addendum.
- The Bid Form in the specification package is replaced with the new Bid Form attached to this addendum.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Rachael Keller

Witness

Witness

Approved by _____ Date: _____

[Signature]
Authorized Signature (Bidder)

CO-owner / General Manager
Title of Person Signing Above

Armour General Contractors
Typed Name of Business or Individual

2100 Sweetgum Lane Beaumont, TX 77703
Address

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.

Armour General Contractors
Bidder (Entity Name)


Signature

2660 Sweetgum Lane
Street & Mailing Address

Rob Glassey
Print Name

Beaumont, TX 77703
City, State & Zip

10-24-13
Date Signed

409-892-5015
Telephone Number

409-892-5171
Fax Number

glassey@sbcglobal.net
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

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

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes No

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

Yes No

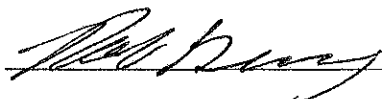
- C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

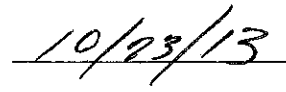
- D. Describe each affiliation or business relationship:

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

7.



Signature of person doing business with the governmental entity



Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

There is ONLY ONE SUB ON THIS PROJECT
 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.

Rob Glassey
 Printed Name of Authorized Representative

[Signature]
 Signature

co/owner General Mgr
 Title

10-23-13
 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: <u>Armour General Contractors</u>	HUB: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Address: <u>2160 Sweetgum Lane</u> <u>Beaumont</u> <u>TX</u> <u>77703</u>	
<small>Street City State Zip</small>	
Phone (with area code): <u>409-892-5015</u>	Fax (with area code): <u>409-892-5171</u>
Project Title & No.: <u>Airport T-Hanger pavement rehabilitation 13-023/KJS</u>	
Prime Contract Amount: <u>\$581,125.54</u>	

HUB Subcontractor Name: <u>N/A</u>
HUB Status (Gender & Ethnicity): _____
Certifying Agency: <input type="checkbox"/> Tx. Bldg & Procurement Comm. <input type="checkbox"/> Jefferson County <input type="checkbox"/> Tx Unified Certification Prog.
Address: _____
<small>Street City State Zip</small>
Phone (with area code): _____ Fax (with area code): _____
Proposed Subcontract Amount: <u>\$</u> Percentage of Prime Contract: _____ %
Description of Subcontract Work to be Performed: _____

<u>Rob Glassey</u>		<u>10-24-13</u>
<small>Printed Name of Contractor Representative</small>	<small>Signature of Representative</small>	<small>Date</small>
_____ <small>Printed Name of HUB</small>	_____ <small>Signature of Representative</small>	_____ <small>Date</small>

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: Armour General Contractors HUB: Yes No

HUB Status (Gender & Ethnicity): N/A

Address: 21660 Sweetgum Lane Bedmont TX 77703
Street City State Zip

Phone (with area code): 409-892-5015 Fax (with area code): 409-892-5171

Project Title & No.: Airport T-Hanger Pavement Rehabilitation IFB/RFP No.: 13-023/KTS

Total Contract: \$ 581,125.54 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 SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: SKINNER CONSTRUCTION

Address: ORANGE TEXAS
Street City State Zip

Contact person: CHARLES SKINNER Title: OWNER

Phone (with area code): 409-745-3744 Fax (with area code): 409-728-7911

Proposed Subcontract Amount: \$ 475,000 Percentage of Prime Contract: 80 %

Description of Subcontract Work to be Performed: PAVEMENT REHABILITATION

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): ARMOUR GENERAL CONTRACTORS

Title: CO/OWNER G/M

Signature: *[Handwritten Signature]*

Date: 10-28-13

E-mail address: GLASSEY@SBCGLOBAL.NET

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

Name (print or type): Rob GLASSEY

Title: CO/OWNER G/M

Date: 10-28-13

E-mail address: GLASSEY@SBCGLOBAL.NET

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 ARMOUR B/C [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.):	<u>46-0993298</u>
Company Name submitting bid/proposal:	<u>ARMOUR GENERAL CONTRACTORS</u>
Mailing address:	<u>2660 Sweetgum Ln. BEAUMONT, TX. 77703</u>
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 Texas COUNTY OF Jefferson

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

on this day personally appeared Rob Glassey, who
(name)

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

"I, [Signature] am a duly authorized officer of/agent
(name)
for Armour General Contractors and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Armour General Contractors
(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."

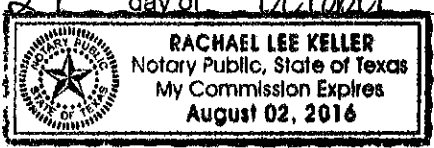
Name and address of bidder: Armour General Contractors
2600 Sweetgum Lane Beaumont, TX 77703

Fax: 409-892-5171 Telephone# 409-892-5015
by: Rob Glassey Title: CO-owner
(print name)

Signature: [Signature]

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

this the 24th day of October, 2013.



Rachael Lee Keller
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:
(IFB 13-023/KJS), Airport T-Hangar Pavement Rehabilitation

Bidder's Company/Business Name: Armour General Contractors

Bidder's TAX ID Number: 46 0993298

Contact Person: Rob Glassey **Title:** Co-owner/General Manager

Phone Number (with area code): 409-920-16706

Alternate Phone Number if available (with area code): 409-892-5015

Fax Number (with area code): 409-892-5171

Email Address: glassey@sbcglobal.net

Please provide a physical address for bid bond return:

2660 Sweetgum Lane

Beaumont, TX 77703

Project: Airport T-Hangar Pavement Rehabilitation

PROPOSAL TO JEFFERSON COUNTY

2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.
ANY REFERENCE TO "TXDOT" OR THE "STATE" OR THE "DEPARTMENT
AS OWNER OF THIS PROJECT SHALL BE INTERPRETED AS REFERENCE
TO "JEFFERSON COUNTY".

WORK CONSISTING OF CONSTRUCTING A GRADING, BASE, PAVEMENT, DRAINAGE, AND CONCRETE REMOVAL IN JEFFERSON COUNTY

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 30 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

N/A (Dollars) (N/A). Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

BID PROPOSAL MUST NOT BE DISASSEMBLED

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: Armour General Contractors

By: Rob Glassey

\$ 581,125.54
Total Bid Amount

\$ 10,280.00
Total Bid Amount For Alt. 1

Take each calculated item total per line and add together for the Total Bid Amount.

BID FORM

PROJECT: AIRPORT T-HANGAR PAVEMENT REHABILITATION

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		Twenty _____ DLRS AND Twenty five _____ CENTS EXCAVATION (ROADWAY)	CY	317.60	#10,431.40
	0110	2002		Twenty _____ DLRS AND Twenty five _____ CENTS EXCAVATION (CHANNEL)	CY	162.00	#3,280.50
	0132	2007		Ninety four _____ DLRS AND fifty _____ CENTS EMBANKMENT (FINAL)(ORD COMP)(TY D)	CY	50.00	#4,725.00
	0247	2060		Sixty three _____ DLRS AND forty five _____ CENTS FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	CY	294.10	#18,660.64
	0260	2006	003	Nineteen _____ DLRS AND thirty eight _____ CENTS LIME TRT (EXST MATL) (6")	SY	2,655.00	#51,480.00
	0310	2001		Five _____ DLRS AND zero _____ CENTS PRIME COAT (MC-30)	GAL	3,981.00	#19,905.00
	0351	2002		Fifty four _____ DLRS AND zero _____ CENTS FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	SY	100.00	#5,400.00
	0354	2041		Sixteen _____ DLRS AND zero _____ CENTS PLANE ASPH CONC PAV (1.5")	SY	13,386.30	#214,227.00
	0464	2003	006	Eighty five _____ DLRS AND zero _____ CENTS RC PIPE (CL III)(18 IN)	LF	30.00	#2,550.00
	0600	2001	011	Eighteen thousand _____ DLRS AND zero _____ CENTS MOBILIZATION	LS	1.00	#18,000.00
	3267	2106		One hundred eighty _____ DLRS AND zero _____ CENTS D-GR HMA(SQ) TY-D PG64-22	TON	1,313.70	#236,466.00

BID FORM

PROJECT: AIRPORT T-HANGAR PAVEMENT REHABILITATION

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	\$ 581,125.54
1	0104	2001		REMOVING CONC (PAV) <u>TEN</u> DLRS AND <u>ZERO</u> CENTS	SY	628.00	\$ 6,280.00
				Note - This total should match the "Total Bid Amount For Alt. 1" shown on the Notice to the Bidder sheet		TOTAL FOR ALT. 1 =	\$ 6,280.00

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: Alief ISD
 Address: Houston, Texas
 Contact Person and Title: Wrandy Webb
 Phone: 281-498-8110 ext. 2770 Fax: 281-498-0747
 Contract Period: 2009-2011 Scope of Work: Streets & P. Lots Rehabilitation

REFERENCE TWO

Government/Company Name: W. Orange ISD
 Address: Orange, Texas
 Contact Person and Title: Greg Willis
 Phone: 409-988-1177 Fax: _____
 Contract Period: 2009-2010 Scope of Work: Driveway & P. Lot

REFERENCE THREE

Government/Company Name: Bridge City ISD
 Address: Bridge City, Texas
 Contact Person and Title: John Scales
 Phone: 409-735-1580 Fax: 409-735-1591
 Contract Period: 4/2012 - 6/2012 Scope of Work: Maintenance Building
Slab & 5000 sq. Ft. Building

Bidder Shall Return Completed Form with Offer.

6210 E Highway 290
Austin, Texas 78723-1098

INFORMATION PAGE

ITEM 1

ARMOUR GENERAL CONTRACTORS LLC
2660 SWEETGUM LN
BEAUMONT, TX 77703-4926

INSURED
NAME AND
ADDRESS

POLICY NUMBER
TSF-0001240613 20130730

Federal Tax ID 460993298

Bureau Number

Branch HOUSTON

Renewal of 0001240613

Entity LIMITED LIABILITY

Interim Adjustment QUARTERLY-33% 3
Group

PRODUCER
43534

OTHER WORKPLACES NOT SHOWN ABOVE:
see attached schedule of operation.

GIC MANAGEMENT INC
DBA: GENGLER AGENCY SERVICES
PO BOX 34699
HOUSTON, TX 77234-4699

ITEM 2

The Policy Period is from: 7-30-2013 To: 7-30-2014 12:01 A.M. standard time at the insured's mailing address

ITEM 3

A. **Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3A. The Limits of our Liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Each Employee
Bodily Injury by Disease	\$ 1,000,000	Policy Limit

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: NONE

D. This policy includes these endorsements and schedules:

See Schedule of Endorsements attached

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM \$ 10,497.00

WAIVER OF SUBROGATION	210.00
INCREASED EMPLOYERS LIABILITY LIMITS	214.00
TOTAL PREMIUM SUBJECT TO MODIFICATIONS	10,921.00
PREMIUM MODIFIED TO REFLECT EXPERIENCE MOD OF ()	.00
PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF (.91)	983.00-
WORKERS' COMP HEALTH CARE NETWORK DISCOUNT (.12)	1,193.00-
DEDUCTIBLE PREMIUM	.00
ADMIRALTY/FELA OR L & H W	.00
PREMIUM DISCOUNT, IF APPLICABLE (3.60)	315.00-
EXPENSE CONSTANT CHARGE	150.00

TOTAL ESTIMATED ANNUAL PREMIUM \$ 8,580.00

MINIMUM PREMIUM 250.00

DEPOSIT PREMIUM 2,831.00

Countersigned by 

Issue Date: 7-25-2013

The Texas Mutual Insurance Company is required by law to provide its policyholders with certain accident prevention services as required by Texas Labor Code, §411.066, at no additional charge and return-to-work coordination services as required by Texas Labor Code §413.021. If you would like more information, call Texas Mutual Insurance Company's loss control division at 1-800-859-5995 for accident prevention services or 1-800-859-5995 for return-to-work coordination services. If you have any questions about this requirement, call the Texas Department of Insurance, Division of Workers' Compensation, Workplace Safety, at 1-800-687-7080.



ESSEX INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: 3DL8680

"X" If Supplemental Declarations Is Attached

RETROACTIVE DATE	
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.	
RETROACTIVE DATE:	(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

LIMITS OF INSURANCE	
General Aggregate Limit (other than Products/Completed Operations)	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000 Any One Person or Organization
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You Limit	\$ 50,000 Any One Premises
Medical Expense Limit	\$ 5,000 Any One Person

ALL PREMISES YOU OWN, RENT OR OCCUPY	
Loc No.	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
01	2260 SWEETGUM LANE BEAUMONT TX 77703

CLASSIFICATION AND PREMIUM									
Loc No.	Code No. Classification	Rating Basis	*Premium Basis	Other Basis	Rate		Advance Premium		
					Pr/Co	All Other	Pr/Co	All Other	
01	91580	Gross Sales*	500,000		INCL	8.820	\$	INCL	\$ 4,410.00
		CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS							
01	49950					FLAT	\$	\$	500.00
		BLANKET ADDITIONAL INTEREST PREMIUM-FULLY EARNED							
01	49951					FLAT	\$	\$	500.00
		BLANKET WAIVER OF SUBROGATION							

*(a) Area *(c) Total Cost *(m) Admissions *(p) Payroll *(s) Gross Sales (u) Units *(r) Gross Receipts (e) Each (o) Other
 Premium Basis identified with a "*" is per 1000 of selected basis.

Total Advance Premium	\$ 5,410.00
------------------------------	-------------

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

FORMS AND ENDORSEMENTS	
SEE FORMS SCHEDULE - MDIL 1001	

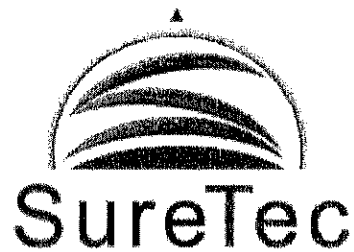
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 01

POLICY NUMBER 3DL8680	POLICY CHANGES EFFECTIVE 11/14/2012	COMPANY ESSEX INSURANCE COMPANY
NAMED INSURED YRO CONSTRUCTION, INC		AUTHORIZED REPRESENTATIVE ALL RISKS LTD
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
<p style="text-align: center;">CHANGES</p> <p>IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY UNDERSTOOD AND AGREED THE NAMED INSURED IS AMENDED TO READ:</p> <p>ARMOUR GENERAL CONTRACTORS 2660 SWEETGUM LANE BEAUMONT, TX 77703</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>11/30/12-008</p>		

Authorized Representative Signature



▼

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Armour General Contractors, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County as obligee, hereinafter called the Obligee, in the sum of \$581,125.54 Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Airport T-hanger pavement rehabilitation.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

SIGNED, sealed and dated this 29th day of October, 2013.

Armour General Contractors, LLC
(Principal)

BY: [Signature]

TITLE: General Mgr.

SureTec Insurance Company

BY: [Signature]
Barbara A. Mowers, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

John E. Vaughn, Jr., Barbara A. Mowers

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

One Million Dollars and no/100 (\$1,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until: 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

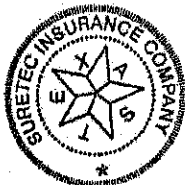
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding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

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

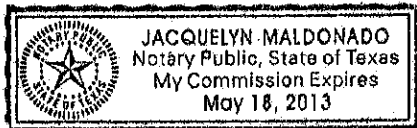
SURETEC INSURANCE COMPANY

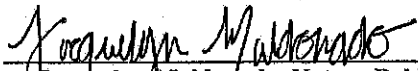
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



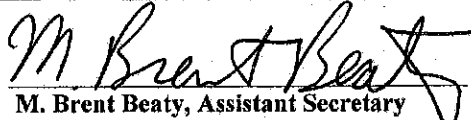
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

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

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.


M. Brent Beaty, Assistant Secretary

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

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

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

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

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

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

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

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

**Armour General Contractors
2660 Sweetgum Lane
Beaumont, Texas 77703**

SEALED BID

Bid Due Date: 11-29-13 by 11:00 AM

**To: Jefferson County, Texas
Purchasing Department
1149 Pearl Street-First Floor
Beaumont, Texas 77701**

10-29-13A10:46 ARNV

**Airport T-Hanger Pavement Rehabilitation
IFB Number: 13-023/KJS**



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: 13-023/KJS
IFB Title: Airport T-Hangar Pavement Rehabilitation
IFB Due: 11:00 am, Tuesday, October 29, 2013
Addendum No.: 1
Issued (Date): October 15, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

The following modifications are made to the plans and contract documents:

- Sheet 3 of the plans is replaced with the new Sheet 3 attached to this addendum.
- The Bid Form in the specification package is replaced with the new Bid Form attached to this addendum.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Bidder)

Title of Person Signing Above

Typed Name of Business or Individual

Address

[Handwritten Signature]
Manager
LD Construction, Troy Dodson
148 S. Dowlen Rd. P.M.B. 694
Beaumont, TX 77707

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont
 Address: PO Box 3827 Beaumont, TX 77704
 Contact Person and Title: Joe Majdalani, P.E.
 Phone: 409-838-5016 Fax: 409-785-4733
 Contract Period: On going Scope of Work: Maintenance

REFERENCE TWO

Government/Company Name: City of Vidor
 Address: 1395 North Main Street
 Contact Person and Title: Clyde Taylor, Streets & Drainage
 Phone: 409-769-5473 Fax: 409-769-8853
 Contract Period: 9/5/13 - 11/15/13 Scope of Work: Road Rehab Project

REFERENCE THREE

Government/Company Name: City of Nederland
 Address: 207 12th Street Nederland, TX 77627
 Contact Person and Title: Chris Dugue, City Manager
 Phone: 409-723-1504 Fax: 409-723-1550
 Contract Period: 11/4/13 - 12/20/13 Scope of Work: 2013 Asphalt Street Rehab

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.

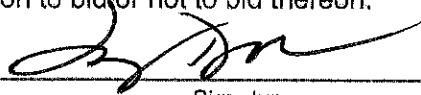
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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.

LD Construction
Bidder (Entity Name)


Signature

148 S. Dowlen Road PMB 694
Street & Mailing Address

Tray Dodson
Print Name

Beaumont, TX 77707
City, State & Zip

October 29, 2013
Date Signed

409-866-7267
Telephone Number

409-866-4447
Fax Number

traddodson@aol.com
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 style="text-align: center; font-size: 1.2em;"><i>LD Construction, Trey Dodson</i></p>	
<p>2. <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: 0.8em;">(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 style="text-align: center; font-size: 1.5em; margin-top: 20px;"><i>N/A</i></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> <p style="text-align: center; font-size: 1.5em; margin-top: 20px;"><i>N/A</i></p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIREFORM 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:

N/A

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

N/A

7.



Signature of person doing business with the governmental entity

Oct. 29, 2013

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.

Tray Dodson
Printed Name of Authorized Representative


Signature

Manager
Title

Oct. 29, 2013
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 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 SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

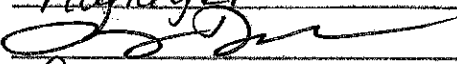
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Trey Dodson

Title: Manager

Signature: 

Date: October 29, 2013

E-mail address: tmaddison@aol.com

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

Name (print or type): Trey Dodson

Title: Manager

Date: October 29, 2013

E-mail address: tmaddison@aol.com

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

Taxpayer Identification Number (T.I.N.):	76-0441147
Company Name submitting bid/proposal:	LD Construction
Mailing address:	148 S. Dawlen Rd. PHB 694 Beaumont, TX 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	N/A

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

Jefferson County Tax Acct. No.*	Property address or location**
700000-000/363660-00000	655-7 Langham Rd. Beaumont, TX 77707

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Tray Dodson, who
(name)

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

"I, Tray Dodson am a duly authorized officer of/agent
(name)
for LD Construction and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said LD Construction
(name of firm)

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

Name and address of bidder: LD Construction
148 S. Dowlen Rd. PHB 694 Beaumont, TX 77707

Fax: 409-866-4447 Telephone#: 409-866-7267

by: Tray Dodson Title: Manager
(print name)

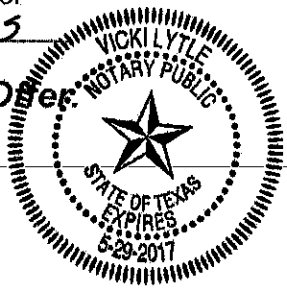
Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named Tray Dodson on

this the 29th day of October, 2013.

[Handwritten Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer



Bidder Information Form

Instructions: Please complete the form below. Care must be taken to provide legible, accurate, and complete contact information. PLEASE PRINT.

Project Name:

(IFB 13-023/KJS), Airport T-Hangar Pavement Rehabilitation

Bidder's Company/Business Name: LD Construction

Bidder's TAX ID Number: 76-0441147

Contact Person: Tray Dodson Title: Manager

Phone Number (with area code): 409-866-7267

Alternate Phone Number if available (with area code): 409-781-8972

Fax Number (with area code): 409-866-4447

Email Address: traddodson@aol.com

Please provide a physical address for bid bond return:

LD Construction

655-7 Langham Road

Beaumont, TX 77707

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: LD Construction
 By: [Signature]

\$ 358,968.50
 Total Bid Amount

\$ 9420.00
 Total Bid Amount For Alt. 1

Take each calculated item total per line and add together for the Total Bid Amount.

BID FORM

PROJECT: AIRPORT T-HANGAR PAVEMENT REHABILITATION

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
	0110	2001		EXCAVATION (ROADWAY) <u>Fifty</u> DLRs AND <u>NO</u> CENTS	CY	317.60	15,880.00
	0110	2002		EXCAVATION (CHANNEL) <u>Fifty</u> DLRs AND <u>NO</u> CENTS	CY	162.00	8100.00
	0132	2007		EMBANKMENT (FINAL)(ORD COMP)(TY D) <u>One hundred</u> DLRs AND <u>NO</u> CENTS	CY	50.00	5000.00
	0247	2060		FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS) <u>Fifty</u> DLRs AND <u>NO</u> CENTS	CY	294.10	14,705.00
	0260	2006	003	LIME TRT (EXST MATL) (6") <u>Twelve</u> DLRs AND <u>NO</u> CENTS	SY	2,655.00	31,860.00
	0310	2001		PRIME COAT (MC-30) <u>Eight</u> DLRs AND <u>NO</u> CENTS	GAL	3,981.00	31,848.00
	0351	2002		FLEXIBLE PAVEMENT STRUCTURE REPAIR(6") <u>One hundred ten</u> DLRs AND <u>NO</u> CENTS	SY	100.00	11,000.00
	0354	2041		PLANE ASPH CONC PAV (1.5") <u>Five</u> DLRs AND <u>NO</u> CENTS	SY	13,386.30	66,931.50
	0464	2003	006	RC PIPE (CL III)(18 IN) <u>Two hundred</u> DLRs AND <u>NO</u> CENTS	LF	30.00	6000.00
	0500	2001	011	MOBILIZATION <u>Ten Thousand</u> DLRs AND <u>NO</u> CENTS	LS	1.00	10,000.00
	3267	2106		D-GR HMA(SQ) TY-D PG64-22 <u>One hundred twenty</u> DLRs AND <u>NO</u> CENTS	TON	1,313.70	157,644.00

BID FORM

PROJECT: AIRPORT T-HANGAR PAVEMENT REHABILITATION

PROPOSAL SHEET

JEFFERSON COUNTY

ALT.	ITEM CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	ITEM TOTAL
	ITEM NO.	CODE	S.P. NO.				
				Note - This total should match the "Total Bid Amount" shown on the Notice to the Bidder sheet		TOTAL =	<i>358,968.50</i>
1	0104	2001		REMOVING CONC (PAV) <u>Fifteen</u> DLRS AND <u>NO</u> CENTS	SY	628.00	<i>9420.00</i>
				Note - This total should match the "Total Bid Amount For Alt. 1" shown on the Notice to the Bidder sheet		TOTAL FOR ALT. 1 =	<i>9420.00</i>

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE LD Construction
148 S Dowlen Rd PMB 694, Beaumont, TX 77707

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)
2100 Fleur Drive, Des Moines, IA 50321-1158

a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson County Purchasing Department
1149 Pearl Street, First Floor, Beaumont, TX 77701

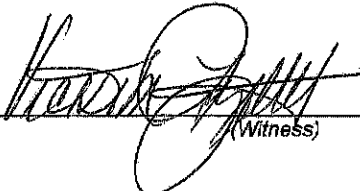
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),

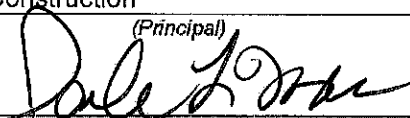
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

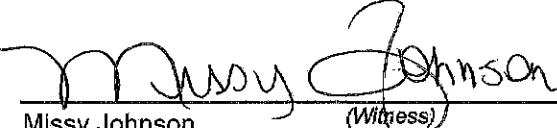
WHEREAS, the Principal has submitted a bid for Airport T-Hanger Pavement Rehabilitation Project- Milling, Base Repair & Overlay of Access Roads to Hangers

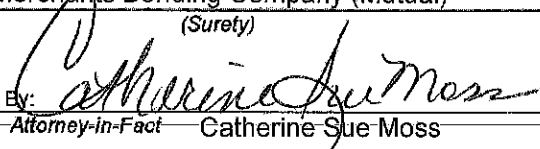
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of October, 2013


(Witness)

LD Construction
(Principal) (Seal)
By: 
Pamela Dodson Owner (Title)


Missy Johnson (Witness)

Merchants Bonding Company (Mutual)
(Surety) (Seal)
By: 
Attorney-In-Fact Catherine Sue Moss (Title)

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Nancy M. Bernard, Melissa J. Johnson, Catherine Sue Moss,
Molly Painter, Binnie B. Stevison, J. Cory Williams

of Lake Charles and State of Louisiana their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of August, 2013.



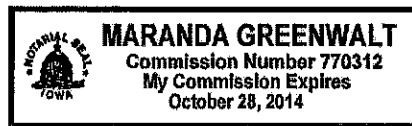
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 30th day of August, 2013, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



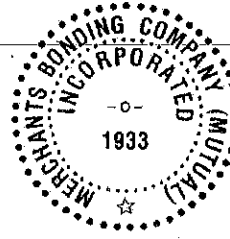
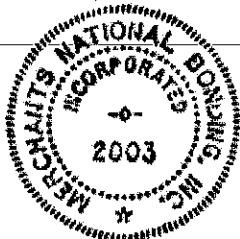
Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of October, 2013.



William Warner Jr.
Secretary

LD Construction
148 S. Dowlen Rd. PMB 694
Beaumont, TX 77707

SEALED BID

Airport T-Hanger Pavement Rehabilitation

Tolleson County Purchasing Dept.

1149 Pearl Street, 1st Floor

Beaumont, TX 77701

0133 82
0103 82-01454-62-01
10-20-13 11:28

Bid NO: 1FB-13-023/KJS

Bid Date: Tuesday, October 29, 2013

Bid Time: 11:00 AM

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:

BJ Transport Service
Company Name

For clarification of this offer, contact:

2542 Nall Street
Address

Bradley W. Corley
Name

Port Neches Tx 77651
City State Zip

409 724 5812 409 722 4251
Phone Fax

Bradley W. Corley
Signature of Person Authorized to Sign

Bwcfld103@Aol.Com
E-mail

Bradley W. Corley
Printed Name

owner
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Morgue Transport Service 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. 13-024/JW, Term Contract for Morgue Transport Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Questionnaire

1. What is the name and street address of your business?
BJ TRANSPORT Service 2542 North Street Port Neches, TX 77651
2. If transportation of decedents is not your primary business, what is your primary business?
N/A
3. How long has your business been in the business of transporting decedents?
18 years
4. What is the total number of employees in your business?
6
5. What is the total number of service vehicles that your business has for the purpose of transporting decedents?
2
6. Do any of these service vehicles have business or commercial markings of any kind?
NO
7. Identify types of vehicles used to support this service, i.e., van, suburban, ambulance, SUV, etc. If more than one type, identify how many of each.
1 - Van , 1 - Suburban
8. Are any backup vehicles available if needed? If so, how many, from whom, and where?
Yes - Local Funeral Homes
9. How many driver/attendant teams are in the regular employ of your company?
3
10. Are there any backup personnel available if needed?
Yes
11. Name the full-time general manager who will be responsible for maintenance of the Contractor's performance, and phone numbers where this person may be reached 24 hours a day.
Bradley W. Corley 409 724-5812
12. Does the Contractor understand that every person in the organization is subject to research to determine possible existence of driving/criminal records or past operations/ management history regarding licenses, permits, certifications, etc.?
YES

Bidder Shall Return Completed Questionnaire with Offer.

IFB 13-024/JW
 Term Contract for Morgue Transport Service for Jefferson County

Bid Form

	Rate Per Trip to Transport Decedents
Initial Contract Year (2013-2014)	\$ 250.00
Renewal Year 1 (2014-2015)	\$ 250.00
Renewal Year 2 (2015-2016)	\$ 250.00
Renewal Year 3 (2016-2017)	\$ 275.00
Renewal Year 4 (2017-2018)	\$ 275.00

Name and address of support firms: Broussards Funeral Home
Livingston Funeral Home
Forest LAWN Funeral Home

Name of primary contact person: Bradley W. Corley

	Yes	No
Certificate of insurance attached?	✓	✓
Questionnaire attached?	✓	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.



CERTIFICATE OF LIABILITY INSURANCE

BJTRA-1

OP 104SB

DATE (MM/DD/YYYY)

10/29/2013

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

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

PRODUCER McFerrin Insurance Agency, Inc. P.O. Box 785 Pt. Neches, TX 77651 Terry J. Schwertner	CONTACT NAME: Pt. Neches House Account	
	PHONE (A/C, No, Ext): 409-722-8317	FAX (A/C, No): 409-722-8012
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED B J Transportation, Inc. 2542 Nall Port Neches, TX 77651	INSURER A: Texas Mutual Ins Co	
	INSURER B: Progressive County Mutual	
	INSURER C:	
	INSURER D: Union Standard Insurance Co	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY	X		CPA 4653593-10	10/09/2013	10/09/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			03313425-7	06/01/2013	12/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP 0001110018 20131009	10/09/2013	10/09/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N <input type="checkbox"/> N/A
D	Property Ins			CPA 465393-10	10/09/2013	10/09/2014	Bldg 75,531

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

CERTIFICATE HOLDER**CANCELLATION**

JEFFER1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Jefferson County 1149 Pearl Beaumont, TX 77704	AUTHORIZED REPRESENTATIVE Terry J. Schwertner

© 1988-2010 ACORD CORPORATION. All rights reserved.

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: Levingston Funeral Home
 Address: 5601 39th, Groves, Tx 77619
 Contact Person and Title: Kathy Levingston
 Phone: 409 962 4455 Fax: _____
 Contract Period: ON Going Scope of Work: Transport of decedents

REFERENCE TWO

Government/Company Name: Broussard's Funeral Home
 Address: 2000 McFaddin, Beaumont, Tx 77703
 Contact Person and Title: Jim Broussard
 Phone: 409 832 1621 Fax: _____
 Contract Period: ON Going Scope of Work: Transport of decedents

REFERENCE THREE

Government/Company Name: Forest LAWN Funeral Home
 Address: 4955 Pine, Beaumont, Tx
 Contact Person and Title: JASON Higbotham
 Phone: 409 892 5912 Fax: _____
 Contract Period: ON Going Scope of Work: Transport of decedents

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.

BJ Transport Service
Bidder (Entity Name)

Bradley W. Corley
Signature

2542 Nall Street
Street & Mailing Address

Bradley W. Corley
Print Name

Port Neches, Tx 77651
City, State & Zip

10-28-2013
Date Signed

409 724 5812
Telephone Number

409 722 4251
Fax Number

Bwccgfd103@aol.com
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><i>Bradley W. Corbey / BS TRANSPORT SERVICE</i></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 style="text-align: center; font-size: large;"><i>None</i></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> <p style="text-align: center; font-size: large;"><i>None</i></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:

None

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

None

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 contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

Bidder 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: p Yes p No

Address: _____
Street
City
State
Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street
City
State
Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): _____
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street

City

State

Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street

City

State

Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

- I certify that BS Transport Service [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.):	76-0520828
Company Name submitting bid/proposal:	BS Transport Service
Mailing address:	2542 Nash Street Port Neches, Tx 77651
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**
	1311-1313-1317 Port Neches Ave, Port Neches, Tx

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Bradley W. Corley, who
(name)

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

"I, Bradley W. Corley am a duly authorized officer of/agent
(name)
for BJ Transport Service and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said BJ Transport Service.
(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: Bradley W. Corley
2542 Nail Street, Port Neches, Tx 77651

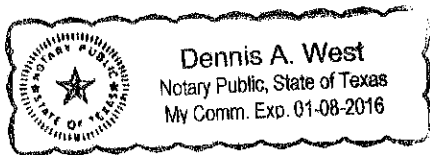
Fax: 409 722 4251 Telephone# 409 724 5812

by: Bradley W. Corley Title: Owner
(print name)

Signature: Bradley W. Corley

SUBSCRIBED AND SWORN to before me by the above-named
Bradley W. Corley on

this the 20 day of October, 2013.



Dennis A. West
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

10 3 935C2- 670EFLE

To: Purchasing Agent, Jefferson County

Bid NO: 1FB 13-024/JW

Bid Name: Term Contract for Morgue Transport
Service for Jefferson County

10-29-13A09:45 RCVD

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:

Broussard's Mortuary Inc.
Company Name

2000 McFaddin
Address

Beaumont Texas 77701
City State Zip


Signature of Person Authorized to Sign

Jim Broussard
Printed Name

Partner
Title

For clarification of this offer, contact:

Jim Broussard
Name

409-832-1621 409-832-1623
Phone Fax

info@broussards1889.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Morgue Transport Service 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. 13-024/JW, Term Contract for Morgue Transport Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Questionnaire

-
1. What is the name and street address of your business?
Broussard's Mortuary Inc. 2000 McFaddin Beaumont, Texas 77701

 2. If transportation of decedents is not your primary business, what is your primary business?
Death Care

 3. How long has your business been in the business of transporting decedents?
125 years

 4. What is the total number of employees in your business?
65

 5. What is the total number of service vehicles that your business has for the purpose of transporting decedents?
Six (6)

 6. Do any of these service vehicles have business or commercial markings of any kind?
no

 7. Identify types of vehicles used to support this service, i.e., van, suburban, ambulance, SUV, etc. If more than one type, identify how many of each.
Mini Vans and Suburbans

 8. Are any backup vehicles available if needed? If so, how many, from whom, and where?
Yes. our surrounding locations

 9. How many driver/attendant teams are in the regular employ of your company?
two (2)

 10. Are there any backup personnel available if needed?
yes

 11. Name the full-time general manager who will be responsible for maintenance of the Contractor's performance, and phone numbers where this person may be reached 24 hours a day.
Jim Broussard (409)504-1958

 12. Does the Contractor understand that every person in the organization is subject to research to determine possible existence of driving/criminal records or past operations/ management history regarding licenses, permits, certifications, etc.?
yes

Bidder Shall Return Completed Questionnaire with Offer.

IFB 13-024/JW

Term Contract for Morgue Transport Service for Jefferson County

Bid Form

	Rate Per Trip to Transport Decedents
Initial Contract Year (2013-2014)	\$ 650.00
Renewal Year 1 (2014-2015)	\$ 650.00
Renewal Year 2 (2015-2016)	\$ 650.00
Renewal Year 3 (2016-2017)	\$ 650.00
Renewal Year 4 (2017-2018)	\$ 650.00

Name and address of support firms: self supporting

Name of primary contact person: Jim Broussard

	Yes	No
Certificate of insurance attached?	x	
Questionnaire attached?	x	

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: Connor Plunbming

Address: 1109 Liberty Street Beaumont, Texas 77701

Contact Person and Title: Mike Connor

Phone: 409-838-6433 Fax: 409-838-6433

Contract Period: Open ended Scope of Work: supplier

REFERENCE TWO

Government/Company Name: Batesville Casket Company

Address: P,O, Box 644559 Pittsburgh PA 15264

Contact Person and Title: Jim Hartung

Phone: 281-413-5020 Fax: _____

Contract Period: 1980 open ended Scope of Work: supplier

REFERENCE THREE

Government/Company Name: Suhor Industries

Address: 1600 Ceder Street Beaumont Texas 77701

Contact Person and Title: Dale Rogers

Phone: 409-835-3344 Fax: 409-835-1443

Contract Period: 1970 open ended Scope of Work: supplier

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.

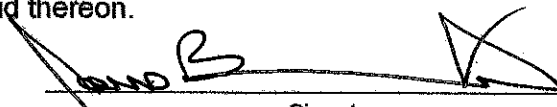
Broussard's Mortuary Inc
Bidder (Entity Name)

2000 McFaddin
Street & Mailing Address

Beaumont, Texas 77701
City, State & Zip

409-832-1621
Telephone Number

info@broussards1889.com
E-mail Address


Signature

Jim Broussard
Print Name

10-27-13
Date Signed

409-832-1623
Fax Number

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 style="margin-left: 40px;">Broussards Mortuary Inc.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes No

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

Yes No

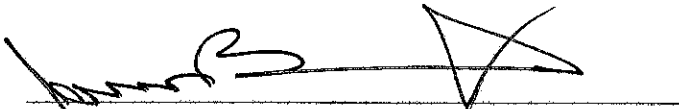
C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

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

7.



Signature of person doing business with the governmental entity

10-27-13

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant ...

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

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Jim Broussard
Printed Name of Authorized Representative

[Signature]
Signature

Partner
Title

10-27-13
Date

Bidder Shall Return Completed Form with Offer.

scope of this bid well within the capacity of our company

DECLARATIONS COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE	Limit
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	<u>\$2,000,000</u>
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	SEE CLASSIFICATION ON CG-F-8 TO DETERMINE APPLICABILITY OF <u>PRODUCT LIABILITY COVERAGE</u>
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$1,000,000</u>
EACH OCCURRENCE LIMIT	<u>\$1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	Any one premises <u>\$100,000</u>
MEDICAL EXPENSE LIMIT	Any one person <u>EXCLUDED</u>

RETROACTIVE DATE (Claims Made Coverage Form CG 00 02 only)

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: _____

Refer to General Liability Schedule CG-F-8 for Locations and Classifications.

ENDORSEMENTS APPLICABLE:

See Schedule Attached

SCHEDULE OF FORMS AND ENDORSEMENTS

<u>Title as on Form or Endorsement</u>	<u>Form Edition</u>
General Liability Schedule	CG-F-8 (07-92)
Quick Reference	CG 00 01 (QR) (12-04)
Commercial General Liability Coverage Form	CG 00 01 (12-07)
Recording And Distribution Of Material Or Information In Violation Of Law Excl	CG 00 68 (05-09)
Exclusion - Coverage C - Medical Payments	CG 21 35 (10-01)
Fungi or Bacteria Exclusion	CG 21 67 (12-04)
Cap on Losses From Certified Acts Of Terrorism	CG 21 70 (01-08)
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 21 76 (01-08)
Cond Excl - Terrorism Involving Nucl, Bio, or Chem Terrorism	CG 21 88 (05-04)
Silica Or Silica-Related Dust Exclusion	CG 21 96 (03-05)
Snowplow Operations Coverage	CG 22 92 (12-07)
Amendment Of Coverage Territory - Worldwide Coverage	CG 24 22 (10-01)
Funeral Services Professional Liability Coverage	CG-F-21 (09-03)
Pollution Exclusion Modification	CG-F-53 (02-10)
Multi - Cover Liability Endorsement	CG-F-6 (07-11)
Food Service Liability Extension Endorsement	CG-F-71 (12-00)
Exclusion - Asbestos Or Lead	CG-F-86 (TX) (02-03)
Business Operations - Pollution Exclusion	CG-F-92 (TX) (04-05)
Not-For-Profit Personal Liability Coverage	CG-F-98.4 (07-05)
Deductible Liability Insurance	CG 03 00 (01-96)
Employee Benefits Liability Coverage Form	CG 04 35 (12-07)
Electronic Data Liability Endorsement	CG 04 37 (12-04)
Exclusion - All Hazards In Connection With Designated Premises	CG 21 00 (07-98)
Broadened Coverage For Other Organizations	CG-F-107 (07-11)
Texas Changes - Conditions Requiring Notice	CG 01 03 (03-02)
Texas Changes - Employment-Related Practices Exclusion	CG 26 39 (12-07)

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY
INFORMATION PAGE**

MUTUAL COMPANY
PARTICIPATING
NONASSESSABLE POLICY
NCCI Carrier Code: 16446
Producer / Agent:
KAREN D KIESLING

FEDERATED MUTUAL
INSURANCE COMPANY
Processing Office:
P.O. Box 328
Owatonna, MN 55060-0328
Phone: 800-533-0472



HOME OFFICE: OWATONNA
MINNESOTA 55060

Policy No. **RENEWAL**
Prior Policy No. **9856918**
Account No. **245-109-4**

ITEM 1. NAMED INSURED AND ADDRESS:

BROUSSARDS MORTUARY INC
PO BOX 5507
BEAUMONT TX 77726

Entity Type **Corporation**
FEIN **74-0528260**

See Extension of Information Page "Named Insured"

Other workplaces not shown above: See Extension of Information Page "Other Workplaces of the Insured"

ITEM 2. POLICY PERIOD: The policy period is from **12-02-2012** to **12-02-2013** 12:01 A.M. Standard time, at the insured's mailing address.

ITEM 3. COVERAGE:

- A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation law of the states listed here: **TX**
- B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$500,000	each employee
- C. OTHER STATES INSURANCE: Part Three of the policy applies to states, if any, listed here: **All states except states designated in Item 3.A. and ND OH WA WY**
- D. ENDORSEMENTS: This policy includes these endorsements and schedules: See Extension of Information Page "List of Endorsements"

ITEM 4. PREMIUM: The premium for this policy will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit to be made ANNUALLY.

Loc. No.	Name No.	Code No.	Classification of Operations	Prem. Basis Est. Total Ann. Remun.	Rate Per \$100 Remun.	Estimated Annual Premium
See Extension of Information Page "Schedule of Operations"						

Minimum Premium	Total Estimated Annual Premium	
	Total State Surcharges	\$0
	Total Estimated Cost	
	Deposit Amount	

This Information Page, with "POLICY PROVISIONS", and attached endorsements, if any, complete this policy.

Karen Kiesling 12/2/12
Authorized Representative and Date Signed

MUTUAL COMPANY
PARTICIPATING
NONASSESSABLE POLICY

Commercial Umbrella Liability Policy
FEDERATED MUTUAL
INSURANCE COMPANY
HOME OFFICE: OWATONNA
MINNESOTA 55060
Phone No. (507) 455-5200



Policy No. 9856916
Account No. 245-109-4

DECLARATIONS

Item 1. Named Insured and Address:

BROUSSARDS MORTUARY INC
PO BOX 5507
BEAUMONT TX 77726

Item 2. Policy Period: (Mo. Day Yr.)

From 12-02-2012 to 12-02-2013

12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:

Corporation

Business of named insured is:

Item 3. \$5,000,000 Occurrence Limit

Item 4. \$5,000,000 Aggregate Limit

Item 5. As Billed Annual Premium

**CERTIFIED ACTS OF
TERRORISM PREMIUM:**

Item 6. Schedule of Underlying Insurance Policies.

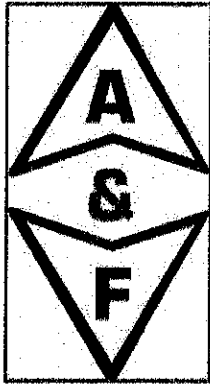
Type of Insurance	Limits of Liability		Insurer - Federated unless otherwise indicated.
	Per Occurrence	Aggregate	
GENERAL LIABILITY			
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000	\$2,000,000	
<input type="checkbox"/> Businessowners			
<input type="checkbox"/> Dwelling			
<input type="checkbox"/> Dwelling			
<input type="checkbox"/> Dwelling			
AUTO LIABILITY			
<input checked="" type="checkbox"/> Business Auto	\$1,000,000		
<input type="checkbox"/> Garage			
<input type="checkbox"/> Businessowners			
<input type="checkbox"/> Personal Auto			
OTHER UNDERLYING INSURANCE			
<input type="checkbox"/> Equipment Dealers Stock Floater, Coverage B - Property of Others			
<input type="checkbox"/> Garagekeepers			
<input type="checkbox"/> Legal Liability - Building			
EMPLOYERS LIABILITY			
<input checked="" type="checkbox"/> Employers Liability	\$500/500/500		
<input type="checkbox"/> State Fund			
<input type="checkbox"/> Self-insured Work Comp			

Endorsement(s) attached hereto: See Schedule of Forms and Endorsements Attached

12/2/12 *Harmon Busling*
Date Authorized Representative

10-28-13P12:04

<p><i>Broussard's</i> Established 1889 P.O. BOX 5507 BEAUMONT, TX 77726-5507</p>	<p><i>To</i> Term Contract for Morgue Transport Services for Jefferson County BID No. IFB 13-024/JW</p>
--	---



A&F Elevator Company, Inc.
Established In Texas Since 1972

620 Easy St
Garland, TX 75042
Phone: [972] 272.8636

9018 Ruland Rd Suite J
Houston, TX 77055
Phone: [832] 377.2348

1708 Camino Viejo
Austin, TX 78758
Phone: [512] 777.5807

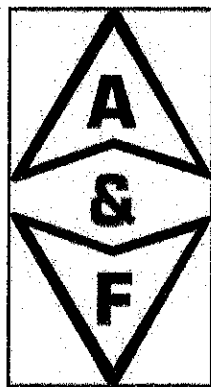
“ORIGINAL”

Bid Number: 13-026/JW

**Term Contract for Elevator Maintenance and
Repair for Jefferson County**

Due Date: November 5, 2013

Due Time: 11:00 AM



A&F Elevator Company, Inc.
Established In Texas Since 1972

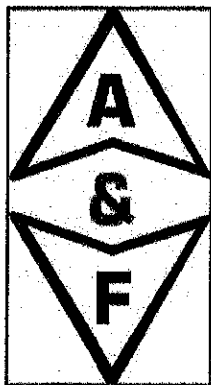
620 Easy St
Garland, TX 75042
Phone: [972] 272.8636

9018 Ruland Rd Suite J
Houston, TX 77055
Phone: [832] 377.2348

1708 Camino Viejo
Austin, TX 78758
Phone: [512] 777.5807

Table of Contents

- 1) Bid Submittal Form**
- 2) Addendum**
 - i. Addendum 1**
 - ii. Addendum 2**
- 3) Certificates**



A&F Elevator Company, Inc.
Established In Texas Since 1972

620 Easy St
Garland, TX 75042
Phone: [972] 272.8636

9018 Ruland Rd Suite J
Houston, TX 77055
Phone: [832] 377.2348

1708 Camino Viejo
Austin, TX 78758
Phone: [512] 777.5807

Bid Submittal Forms

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): 1, 2, _____, _____.

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

A & F Elevator Company

Company Name

620 Easy Street

Address

Garland Texas 75042

City State Zip


Signature of Person Authorized to Sign

Essie Mianabi

Printed Name

VP

Title

For clarification of this offer, contact:

Essie Mianabi

Name

832-377-2348 972-272-5928

Phone Fax

afelevator@yahoo.com

E-mail

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Elevator Maintenance and Repair for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional one-year terms.

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. IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form

See Addendum 2 for pricing

BID FORM: SECTION I

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$	\$
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$	\$
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$	\$
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$	\$
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$	\$
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$	\$
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$	\$
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$	\$
9	1	Annex III 735 Orleans, Beaumont	4	Hydraulic 2,000 lb.	\$	\$
10	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$	\$
11	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$	\$
12	1	Old Courthouse – Freight 1149 Pearl St., Beaumont	2		\$	\$
13	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$	\$
14	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$	\$
15	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$	\$
16	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$	\$
Total Lump Sum						\$

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)
 Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

See addendum 2 for pricing

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENANCE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$
	Elevator Helper	\$
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$
	Elevator Helper	\$
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$
	Elevator Helper	\$
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$
	Elevator Helper	\$
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$
	Elevator Helper	\$

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE 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: Fort Bend ISD

Address: 16431 Lexington Blvd, Sugarland, Texas

Contact Person and Title: Melvin Williams, Maintenance Supervisor

Phone: 281-634-5567 Fax: _____

Contract Period: 7 years Scope of Work: Maintenance on equipment

REFERENCE TWO

Government/Company Name: Port of Houston

Address: 111 East Loop North, Houston, Texas

Contact Person and Title: Eric Labo, Project Supervisor

Phone: 832-665-4906 Fax: _____

Contract Period: 2 years Scope of Work: Modernization and Maintenance

REFERENCE THREE

Government/Company Name: Katy ISD

Address: 6301 South Stadium Lane, Katy, Texas

Contact Person and Title: Ronald Chandler, Director of Maintenance

Phone: 281-396-2515 Fax: _____

Contract Period: 7 years Scope of Work: Modernization and Maintenance

BIDDER MUST RETURN THIS PAGE WITH OFFER

SIGNATURE PAGE

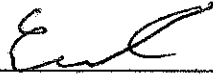
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

A & F Elevator Company	
Bidder (Entity Name)	Signature
620 Easy Street	Essie Mianabi
Street & Mailing Address	Print Name
Garland, Texas 75042	11/4/13
City, State & Zip	Date Signed
832-377-2348	972-272-5928
Telephone Number	Fax Number
afelevator@yahoo.com	
E-mail Address	

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center;">A & F Elevator Company and Essie Mianabi</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;">(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 style="text-align: center;">None</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> <p style="text-align: center;">None</p>	

BIDDER MUST RETURN THIS PAGE 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:

None

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

None

7.



11/4/13

Signature of person doing business with the governmental entity

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

Essie Mianabi

Printed Name of Authorized Representative



Signature

VP

Title

11/4/13

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

This information must be submitted with your bid.

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

Contractor Name: A & F Elevator Company HUB: p Yes p No

Address: 620 Easy Street Garland Texas 75042
Street City State Zip

Phone (with area code): 832-377-2348 Fax (with area code): 972-272-5928

Project Title & No.: Elevator Maintenance an Repair for Jefferson County, IFB 13-026/JW

Prime Contract Amount: \$ 59,520.00

HUB Subcontractor Name: None*

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: _____

<u>Essie Mianabi</u> Printed Name of Contractor Representative	 Signature of Representative	<u>11/4/13</u> Date
_____ Printed Name of HUB	_____ Signature of Representative	_____ Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

* This is a maintenance contract, and we will perform the maintenance.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

Prime Contractor: A & F Elevator Company HUB: Yes No

HUB Status (Gender & Ethnicity): Woman-owned Business

Address: 620 Easy Street Garland, Texas 75042
Street City State Zip

Phone (with area code): 832-377-2348 Fax (with area code): 972-272-5928

Project Title & No.: Elevator Maintenance and Repair IFB/RFP No.: 13-026/JW

Total Contract: \$ 59,520.00 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 SUBCONTRACTOR 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 MUST RETURN THIS PAGE WITH OFFER

* This is a maintenance contract, and we will perform the maintenance work.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

BIDDER MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**
PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**
PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Essie Mianabi

Title: VP

Signature: 

Date: 11/4/13

E-mail address: afelevator@yahoo.com

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

Name (print or type): Tara Nickfarjam

Title: Presedent

Date: 11/4/13

E-mail address: afelevator@yahoo.com

BIDDER MUST RETURN THIS PAGE 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 A & F Elevator Company [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.):	752740335
Company Name submitting bid/proposal:	A & F Elevator Company
Mailing address:	620 Easy Street, Garland, Texas 75042
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**
None	None

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

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared Essie Mianabi, who
(name)
after being by me duly sworn, did depose and say:


"I, Essie Mianabi am a duly authorized officer of/agent
(name)
for A & F Elevator Company and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said A & F Elevator Company.
(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: Essie Mianabi, 620 Easy St, Garland Texas


Fax: 972-272-5928 Telephone# 832-377-2348

by: Essie Mianabi Title: VP
(print name)

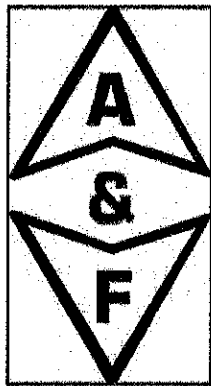
Signature: 

SUBSCRIBED AND SWORN to before me by the above-named
Essie Mianabi on

this the 4 day of November, 2013.

Notary Public for the State of Texas

TAHERAH NICKFARJAM
Notary Public, State of Texas
My Commission Expires
May 31, 2016

BIDDER MUST RETURN THIS PAGE WITH OFFER



A&F Elevator Company, Inc.
Established In Texas Since 1972

620 Easy St
Garland, TX 75042
Phone: [972] 272.8636

9018 Ruland Rd Suite J
Houston, TX 77055
Phone: [832] 377.2348

1708 Camino Viejo
Austin, TX 78758
Phone: [512] 777.5807

ADDENDUM 1



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
 IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
 IFB Due: 11:00 am, November 5, 2013
 Addendum No.: 1
 Issued (Date): October 18, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications to Specifications

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Essie Mianabi

Witness

Sam Aljabari

Witness

Approved by EM Date: 11/4/13


Authorized Signature (Bidder)

VP

Title of Person Signing Above

A & F Elevator Company

Typed Name of Business or Individual

620 Easy Street

Address

Garland, Texas 75042

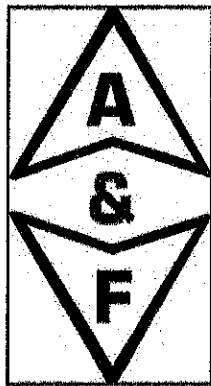
IFB 13-026/JW**Term Contract for Elevator Maintenance and Repair for Jefferson County
Clarifications**

Question: What is the response time for emergency call backs during normal working hours?

Answer: Personnel are to be on-site within 30 minutes – 1 hour.

Question: What is the response time for emergency call backs during afterhours?

Answer: Personnel are to be on-site within 1 hour.



A&F Elevator Company, Inc.
Established In Texas Since 1972

620 Easy St
Garland, TX 75042
Phone: [972] 272.8636

9018 Ruland Rd Suite J
Houston, TX 77055
Phone: [832] 377.2348

1708 Camino Viejo
Austin, TX 78758
Phone: [512] 777.5807

ADDENDUM 2



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: 11:00 am, November 5, 2013
Addendum No.: 2
Issued (Date): October 31, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Essie Mianabi

Witness

Sam Aljabari

Witness

Approved by EM Date: 11/4/13


Authorized Signature (Bidder)

VP

Title of Person Signing Above

A & F Elevator Company

Typed Name of Business or Individual

620 Easy Street, Garland, Texas 75042

Address

IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form**BID FORM: SECTION I**

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$ 960.00	\$ 11,520.00
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$ 560.00	\$ 6,720.00
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$ 160.00	\$ 1,920.00
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$ 560.00	\$ 6,720.00
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$ 560.00	\$ 6,720.00
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$ 400.00	\$ 4,800.00
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$ 160.00	\$ 1,920.00
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$ 160.00	\$ 1,920.00
9	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 200.00	\$ 2,400.00
10	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 200.00	\$ 2,400.00
11	1	Old Courthouse – Freight 1149 Pearl St., Beaumont	2	-----	\$ 160.00	\$ 1,920.00
12	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$ 160.00	\$ 1,920.00
13	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$ 320.00	\$ 3,840.00
14	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$ 160.00	\$ 1,920.00
15	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$ 240.00	\$ 2,880.00
Total Lump Sum						\$ 59,520.00

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENANCE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$ 145.00
	Elevator Helper	\$ 85.00
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$ 225.00
	Elevator Helper	\$ 150.00
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$ 225.00
	Elevator Helper	\$ 150.00
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$ 225.00
	Elevator Helper	\$ 150.00
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$ 225.00
	Elevator Helper	\$ 150.00

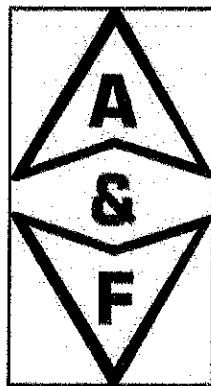
Acknowledgment of Addenda (if any):

Addendum 1 x Date Received 10/30/13

Addendum 2 x Date Received 10/31/13

Addendum 3 Date Received

BIDDER MUST RETURN THIS PAGE WITH OFFER



A&F Elevator Company, Inc.
Established In Texas Since 1972

620 Easy St
Garland, TX 75042
Phone: [972] 272.8636

9018 Ruland Rd Suite J
Houston, TX 77055
Phone: [832] 377.2348

1708 Camino Viejo
Austin, TX 78758
Phone: [512] 777.5807

CERTIFICATES

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
<http://www.license.state.tx.us>



If you cut around the border of the registration certificate
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this
page should be prominently
displayed at your primary business
location.

A & F ELEVATOR CO INC
ESSIE MIANABI, VICE PRESIDENT
5814 BROOKLINE DR
ROWLETT TX 75089-3227

Frank Denton
Chair

LuAnn Morgan
Vice Chair



Mike Arismendez
Lewis Benavides
Fred N. Moses
Lilian Norman-Keeney
Deborah Yurco

ELEVATOR CONTRACTOR


A & F ELEVATOR CO INC

License Number: 20037

The company named above is regulated by the Texas Department of Licensing and Regulation

License Expires: MARCH 13 2014

William H. Kuntz
Executive Director

S U S A N C O M B S	TEXAS COMPTROLLER of PUBLIC ACCOUNTS P.O. Box 13186 • AUSTIN, TX 78711-3186	
--------------------------------------	---	---

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number	1752740335000
File/Vendor Number	050992
Approval Date	03-JUL-2013
Scheduled Expiration Date	03-JUL-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

A & F ELEVATOR CO., INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 05-JUL-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



Women-Owned Business Enterprise Certification

A & F Elevator Company, Inc.

Woman-Owned Business Enterprise

has filed with the Agency an Affidavit as defined by NCTRCA W/WBE Policies & Procedures and is hereby certified to provide service(s) in the following areas:
238290;

Other Building Equipment Contractors (p);

December 2012

This Certification is valid beginning _____ and superceded any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

Certificate expiration _____ 13
December _____ 20

Issued date _____ 12
December _____ 20

CERTIFICATION NO. WFWMB5785Y1213

Shawn Meyer
Certification Administrator

178 B-026/RU
Parker Maintenance & Repairs
Indefinite Supply
Downtown, 11/1/13
Due date: 11/5/13

ATF Elevator Company
620 East 9th St
Aurora, IL 60002
Tel: 708-239-7302



WWW.LSQ.COM
Questions? Call 800-800-8984
Airbill No. 47715019



47715019

1. To: Star Overnight From Name (Required) 832-724-6764 Phone (Required)		2. From: ATF Elevator Company From Name (Required) 912-272-8636 Phone (Required)	
Company Name Star Overnight		Company Name ATF ELEVATOR CO	
Street Address 1149 Pearl St, 1st Floor		Street Address 620 EAST STREET	
City/State/Zip 19107 TX 77001		City/State/Zip GALEND TX 75042	
3. Services: Best way to save for reliability of service is your destination and delivery address by creating your shipping label online. <input type="checkbox"/> By 8:30 am delivery <input type="checkbox"/> Next business day <input type="checkbox"/> By 10:30 am delivery <input type="checkbox"/> Next business day <input type="checkbox"/> By 12:00 pm delivery <input type="checkbox"/> Next business day <input type="checkbox"/> By 3:00 pm delivery <input type="checkbox"/> Next business day <input type="checkbox"/> Ground (next day to most cities) <input type="checkbox"/> Delivered Without Delivery Signature (See Limits of Liability below)			
4. Package: Your Company's Billing Reference Indicator Weight: 1 lbs Dimensions: 1 x 1 x 1 Ship Date (required): 11/13			
5. Payment:			
Order Number: 2771 <input type="checkbox"/> Check (New & LSQ Signature) <input type="checkbox"/> New Order (New & LSQ Signature) Pickup Location: 52		Carrier Number: 1539 Date: 11/13 City/State: BPT	

1. To: **Star Overnight**
 From Name (Required) **832-724-6764**
 Phone (Required)

2. From: **ATF Elevator Company**
 From Name (Required) **912-272-8636**
 Phone (Required)

3. Services: Best way to save for reliability of service is your destination and delivery address by creating your shipping label online.
 By 8:30 am delivery Next business day
 By 10:30 am delivery Next business day
 By 12:00 pm delivery Next business day
 By 3:00 pm delivery Next business day
 Ground (next day to most cities)
 Delivered Without Delivery Signature (See Limits of Liability below)

4. Package: Your Company's Billing Reference Indicator
 Weight: **1** lbs
 Dimensions: **1** x **1** x **1**
 Ship Date (required): **11/13**

5. Payment:

Order Number: **2771**
 Check (New & LSQ Signature)
 New Order (New & LSQ Signature)
 Pickup Location: **52**

Carrier Number: **1539**
 Date: **11/13**
 City/State: **BPT**

valuable
 ed 8:30 a.m.
 n most cities
 up with
 notice
 000 declared value
 elivery

For complete service area, check in code guide online.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: 11:00 am, November 5, 2013
Addendum No.: 1
Issued (Date): October 18, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications to Specifications

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

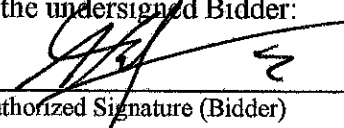
Ali Kardani

Witness

Carolyn Gonzales

Witness

Approved by AK Date: 11/0/2013



Authorized Signature (Bidder)

Managing Partner

Title of Person Signing Above

Apex Elevator Etc.

Typed Name of Business or Individual

10924 Grant Road #107

Address

Houston TX 7707

IFB 13-026/JW**Term Contract for Elevator Maintenance and Repair for Jefferson County
Clarifications**

Question: What is the response time for emergency call backs during normal working hours?

Answer: Personnel are to be on-site within 30 minutes – 1 hour.

Question: What is the response time for emergency call backs during afterhours?

Answer: Personnel are to be on-site within 1 hour.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

CONFIDENTIAL

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: 11:00 am, November 5, 2013
Addendum No.: 1
Issued (Date): October 18, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications to Specifications

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

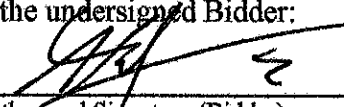
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Ali Kardani
Witness

Carolyn Gonzales
Witness

Approved by AK Date: 11/0/2013



Authorized Signature (Bidder)

Managing Partner
Title of Person Signing Above

Apex Elevator Etc.
Typed Name of Business or Individual

10924 Grant Road #107
Address
Houston TX 7707

IFB 13-026/JW**Term Contract for Elevator Maintenance and Repair for Jefferson County
Clarifications**

Question: What is the response time for emergency call backs during normal working hours?

Answer: Personnel are to be on-site within 30 minutes – 1 hour.

Question: What is the response time for emergency call backs during afterhours?

Answer: Personnel are to be on-site within 1 hour.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: **11:00 am, November 5, 2013**
Addendum No.: 2
Issued (Date): October 31, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

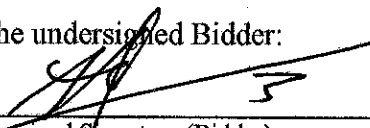
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Ali kardani
Witness

Carolyn Gonzales
Witness

Approved by AK Date: 11/4/2013



Authorized Signature (Bidder)

Managing Partner
Title of Person Signing Above

Apex Elevator Etc.
Typed Name of Business or Individual

10924 Grant Road #107
Address
Houston TX 7707

IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form**BID FORM: SECTION I**

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$240	\$ 2,880
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$240	\$2,880
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$118	\$1,416
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$195	\$2,340
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$195	\$2,340
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$236	\$2,832
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$118	\$ 1,416
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$118	\$ 1,416
9	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$118	\$1,416
10	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$118	\$1,416
11	1	Old Courthouse – Freight 1149 Pearl St., Beaumont	2	-----	\$118	\$ 1,416
12	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$110	\$1,320
13	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$220	\$2,640
14	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$110	\$1,320
15	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$121	\$1,452
Total Lump Sum						\$ 28,500.00

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENANCE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$ 115
	Elevator Helper	\$ 70
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$190
	Elevator Helper	\$120
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$ 190
	Elevator Helper	\$ 120
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$190
	Elevator Helper	\$120
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$205
	Elevator Helper	\$ 150

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 10/31/2013

Addendum 2 X Date Received 10/31/2013

Addendum 3 Date Received

BIDDER MUST RETURN THIS PAGE WITH OFFER

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): 1, 2, _____, _____.

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

APEX Elevator Etc.

Company Name

For clarification of this offer, contact:

10924 Grant road #107

Address

Aziz Kardani

Name

Houston TX 77070

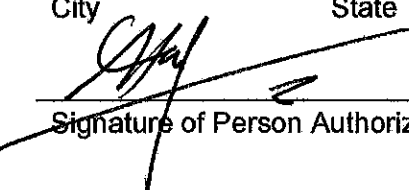
City State Zip

832-478-5300

Phone

832-478-5722

Fax


Signature of Person Authorized to Sign

info@apexelevator.net

E-mail

Aziz Kardani

Printed Name

Managing Partner

Title

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Elevator Maintenance and Repair for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional one-year terms.

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. IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form**BID FORM: SECTION I**

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$	\$
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$	\$
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$	\$
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$	\$
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$	\$
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$	\$
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$	\$
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$	\$
9	1	Annex III 735 Orleans, Beaumont	4	Hydraulic 2,000 lb.	\$	\$
10	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$	\$
11	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$	\$
12	1	Old Courthouse – Freight 1149 Pearl St., Beaumont	2		\$	\$
13	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$	\$
14	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$	\$
15	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$	\$
16	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$	\$
Total Lump Sum						\$

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)
 Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENANCE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$
	Elevator Helper	\$
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$
	Elevator Helper	\$
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$
	Elevator Helper	\$
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$
	Elevator Helper	\$
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$
	Elevator Helper	\$

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE 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: Texas City Independent School District

Address: 19 9th Street North Texas City , Texas 77590

Contact Person and Title: Karen Lee - Maintenance supervisor

Phone: 409.916.0145 Fax: 409.942.2816

Contract Period: 2013-2014 Scope of Work: Elevator Maintenance and repair

REFERENCE TWO

Government/Company Name: Galveston Independent School District

Address: 3904 Avenue T Galveston, TX 77550

Contact Person and Title: Dennis Bertolino

Phone: 409.682.8361 Fax: _____

Contract Period: 2009-2011 Scope of Work: Modernization and maintenance

REFERENCE THREE

Government/Company Name: Amsalem & Segal Invenstments

Address: 2101 Winnie Street Galveston TX

Contact Person and Title: George Alvarez Management supervisor

Phone: 512.422.7672 Fax: _____

Contract Period: 2009- Present Scope of Work: Modernization and maintenance

BIDDER MUST RETURN THIS PAGE WITH OFFER

SIGNATURE PAGE

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

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

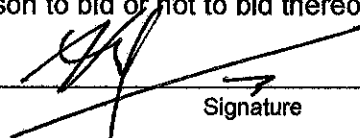
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

Apex Elevator Etc.

Bidder (Entity Name)


Signature

10924 Grant Road #107

Street & Mailing Address

Aziz Kardani

Print Name

Houston, TX 77070

City, State & Zip

11/04/2013

Date Signed

832.478.5300

Telephone Number

832.478.5722

Fax Number

info@apexelevator.net

E-mail Address

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p><u>Aziz Kardani</u></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 style="text-align: center; margin-top: 20px;">NA</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> <p style="text-align: center; margin-top: 20px;">NA</p>	

BIDDER MUST RETURN THIS PAGE 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

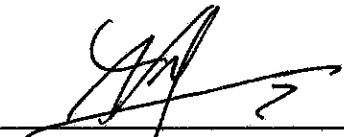
D. Describe each affiliation or business relationship:

NA

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

NA

7.



Signature of person doing business with the governmental entity

11/4/13
Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

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

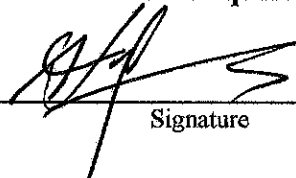
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

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

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

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

Aziz Kardani
Printed Name of Authorized Representative


Signature

Managing Partner
Title

11//04/2013
Date

We are currently filing HUB status for our company. We are an independent company that would be equivalent to A HUB. Our pricing offered is the lowest possible bid based on 100% of the work being done in house.

BIDDER MUST RETURN THIS PAGE WITH OFFER

NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

This information must be submitted with your bid.

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

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 SUBCONTRACTOR 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 MUST RETURN THIS PAGE WITH OFFER

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

BIDDER MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
PAGE 3 OF 4**

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): _____
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
PAGE 4 OF 4**

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Aziz Kardani

Title: Managing Partner

Signature: 

Date: 11-04/2013

E-mail address: info@apexelevator.net

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

Name (print or type): Ali Kardani

Title: Office manager

Date: 11-04-2013

E-mail address: Ali.kardani@apexelevator.net

BIDDER MUST RETURN THIS PAGE 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 Apex Elevator Etc [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.):	26-1502586
Company Name submitting bid/proposal:	Apex Elevator Etc.
Mailing address:	10924 Grant Road #107 Houston TX 7707
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 MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Aziz Kardani, who
(name)

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

"I, Aziz Kardani am a duly authorized officer of/agent
(name)
for Apex Elevator Etc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Apex Elevator Etc.
(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: Apex elevator Etc

10924 Grant Road, #107 Houston TX 7770

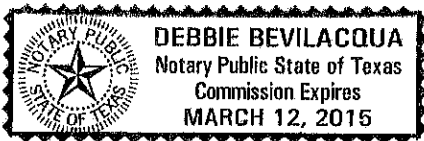
Fax: 832.478.5722 Telephone# 832.478.5300

by: Aziz Kardani Title: Managing Partner
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named
Aziz Kardani on

this the 5 day of November, 2013.



Debbie Bevilacqua
Notary Public in and for
the State of Texas

BIDDER MUST RETURN THIS PAGE WITH OFFER

**Apex Elevator Etc.
SEALED BID**

**For Jefferson County
IFB 13-026/JW
Term Contract for Elevator Maintenance and Repair**

11-05-13A09:06 RCVD



Elevators Escalators

November 1, 2013

Jefferson County Purchasing Division
1149 Pearl St.
Beaumont, TX 77701

Re: IFB-13-026/JW

KONE Inc.
Houston
4607 World Houston Pkwy.
Suite 150
Houston, TX 77032
Tel (281) 442-6619
Fax (281) 449-9795
www.kone.com
michael.nabors@kone.com

Dear Jefferson County Purchasing,

Thank you for the opportunity to participate in your RFP to earn the vertical maintenance business for Jefferson County, TX.

KONE's objective for Jefferson County is to offer you the best People Flow experience by developing and delivering solutions that enable you occupants to move smoothly, safely, comfortably and without interruption. KONE will provide Jefferson County with industry-leading and innovative solutions for maintenance and modernization, and is one of the global leaders in its industry.

In order to create and offer the best possible life cycle solutions, we will work to understand the People Flow of buildings and between buildings. This comprehensive People Flow understanding helps us to improve the efficiency of your vertical transportation equipment and provide the best possible solutions to each unit, and in that way, add value to the building.

From its humble beginnings as a machine shop in October 27, 1910 Kone recently celebrated its 100 year anniversary. In 2010, KONE had annual net sales of EUR 5 billion and approximately 33,800 global employees. KONE class B shares are listed on the NASDAQ OMX Helsinki Ltd.

The Houston Branch Office of KONE was established in 1963. In forty-nine years of operation we have become one of the largest elevator/escalator installation and service companies in the greater Houston area. We have installed and maintained KONE equipment in such notable Houston area landmarks as Texas A&M University, NASA, The Houston Centers, Greenspoint Plaza, Minute Maid Park, George Bush Intercontinental Airport and some of your facilities.

Local Office Personnel in the service department are as follows:

Business Manager: Dave Medley	34 Years Experience
Service Superintendent: Mike Railsback	30 Years Experience
Service Supervisor: Rodger Pogue	13 Years Experience
Senior Sales Consultant: Stuart Waida	11 Years Experience
Senior Sales Consultant: Jim Cline	15 Years Experience
Sales Consultant: Mike Nabors	10 Years Experience
Warehouse Supervisor: Bruce Perry	6 Years Experience
Office Coordinator: Christine Collins	24 Years Experience

Senior Administrative Associate: Teresa Matlow
Administrative Associate: Jean Philpot

16 Years Experience
6 Years Experience

Thank you for the opportunity to serve your vertical transportation needs. Should you have any further questions, or if I can be of further assistance, please feel free to call me at (281) 442-6619.

Sincerely,
KONE Inc.

Jim Cline
Senior Sales Consultant



11/1/2013

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

KONE Inc.
Houston
4607 World Houston
Parkway, Ste 150
Houston, TX 77032
Phone: 281.442.6619
Fax: 281.442.8457
michael.nabors@kone.com

Attn: Deborah Clark

Re: Term Contract for Elevator Maintenance/HUB Subcontractor

Dear Ms. Clark,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located in Jefferson County, Texas..

Due to the nature of the Elevator Repair and Maintenance, KONE chooses to perform all repair and maintenance work with in house technicians. KONE being a global corporation is therefore not considered a HUB Contractor. Should the opportunity arise for work such as Cab Interiors, KONE will make every effort to use a HUB Subcontractor to perform this work.

Once again, thank you for the opportunity to make you a very satisfied customer. Should you have any questions regarding this agreement, or if we can be of any further assistance, please feel free to contact me at .

Respectfully,

A handwritten signature in cursive script that reads "Mike Nabors".

Mike Nabors
Sales Consultant - Service
KONE Inc.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-025/KJS
IFB Title: Ford Park Arena House Public Address System
IFB Due: 11:00 am, October 22, 2013
Addendum No.: 1
Issued (Date): October 18, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications to Specifications

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Mike Habon
Authorized Signature (Bidder)

Sales Consultant - Service
Title of Person Signing Above

KONE, Inc
Typed Name of Business or Individual

4607 World Houston Pkwy, Ste 150
Address
Houston, TX 77032



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: 11:00 am, November 5, 2013
Addendum No.: 2
Issued (Date): October 31, 2013


TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.


Reason for Issuance of this addendum: Revised Bid Form

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

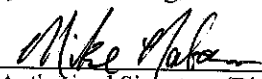
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:



Witness


Witness



Authorized Signature (Bidder)

Sales Consultant - Service
Title of Person Signing Above

KONE, Inc.
Typed Name of Business or Individual

4607 World Houston Parkway, Ste 150
Address
Houston, TX 77032

Approved by _____ Date: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 14, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

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

BID NAME: Term Contract for Elevator Maintenance and Repair for
Jefferson County
BID NO: IFB 13-026/JW
DUE DATE/TIME: 11:00 AM, November 5, 2013
MAIL OR DELIVER TO: Jefferson County Purchasing Division
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West 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 – October 16th and October 23rd, 2013
Port Arthur News – October 16th and October 23rd, 2013

IFB 13-026/JW
Term Contract for Elevator Maintenance and Repair
for Jefferson County
Bids due: 11:00 am, November 5, 2013

Table of Contents

Return with Bid	<u>Description</u>	<u>Page(s)</u>
	Table of Contents.....	1
	Instructions to Bidders.....	2-4
	General Conditions of Bidding and Terms of Contract.....	5-9
	Special Requirements/Instructions.....	10-12
	Minimum Specifications.....	13-16
X	Offer to Contract Form.....	17
X	Acceptance of Offer Form.....	18
X	Bid Form.....	19-20
X	Vendor References.....	21
X	Signature Page.....	22
X	Conflict of Interest Questionnaire.....	23-24
X	Good Faith Effort Determination Checklist.....	25
X	Notice of Intent.....	26
X	HUB Subcontracting Participation Declaration Form.....	27-30
X	Residence Certification/Tax Form.....	31
X	Bid Affidavit.....	32

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2013

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

6. Rejection or Withdrawal

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

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

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

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

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

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

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., 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 supercede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; Phone: 409-835-8593), regarding any questions or comments. Please reference bid number 13-026/JW.

Scope

The intent of this invitation to bid is to solicit bids for Maintenance and Repair of Elevators for Jefferson County for an annual term contract. Bidders may bid on any or all lots.

General

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

Renewal Option

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewal is subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

Description

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Jefferson County. Therefore, the contractor shall, at all times, maintain direct and open communication with the appropriate representative of Jefferson County.

Hours of Service

Twenty-four (24) hour emergency call back service is required. The appropriate representative of Jefferson County shall certify all overtime, which will be allowed if the need arises. The overtime rate of the mechanic and helper should be provided in the Price/Delivery Information section of this bid.

Required Reports

Contractor shall maintain an accurate log of all work done and cooperate with the designated Jefferson County representative in reporting on each emergency call back. In addition, contractor shall provide a semi-annual report of all call waiting times by time of day, building, and by floor where applicable. The contractor shall not be responsible for

the installation of new attachments on elevators, whether required by insurance companies or government authorities.

Testing

Contractor shall conduct any and all tests or adjustments and directed by representative of Jefferson County in order to be in compliance with all applicable laws, regulations, and ordinances. In addition, contractor shall be responsible for all applicable expenses for authorized test witnessing authorities as required by the City of Beaumont or other federal, state and local applicable codes. Contractor shall provide Jefferson County with copies of all original applicable test reports. Testing includes, but is not limited to:

- Monthly:** Fireman's Service Phase 1 & 2 and emergency car light with alarm and maintain a record on each unit for testing. Copies of all test results shall be provided to the Jefferson County representative in duplicate.
- Annually:** Test all hydraulic elevator check relief valves and flexible hose fittings as required by A17.1 Safety Code for Elevators and Escalators.
- Annually:** Examine and test all existing traction elevators, safety devices, and governors, as required by A17.1.
- Every five (5) years:** Full load and test all existing traction elevators, safety devices, and governors, as required by A17.1.

Inspection

Jefferson County may inspect and test, at its convenience, any elevator and/or related equipment to ascertain the contract requirements are being fulfilled. Deficiencies shall be expeditiously corrected. Failure to begin to correct any deficiency within forty-eight (48) hours of notification will be justification for Jefferson County to satisfy requirement outside the current contract and deduct all costs for such services from the contractor's monthly charge for service.

Scope of Contract

Jefferson County may add or delete equipment to/from the contract as necessary. Service for added equipment must be priced comparably to similar equipment then currently on the contract. Deletions from this contract may be permanent or temporary. If temporary, the pro-rated sum of the monthly charges shall be deleted until the unit is returned to service.

For purposes of bidding, the following is to be considered within the scope of the contract:

Machine: worm, gear, thrust bearings, drive sheaves, drive sheave bearings, brake pulley, brake coil, brake contacts, brake linings and component parts; pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping and hoses, hydraulic fluid tanks.

Motor, Motor Generators, Solid State Drives: Motor and generator windings, rotating elements, commutators, brushes, brush holders and component parts; all solid state drive components, isolation transformers, switches or relays.

Controller Selector and Group Control Equipment: All relays, solid state components, resistors, condensers, transformers, contacts, coils, leads, timing devices, computer devices, steel selector tapes, mechanical and electrical drive components, batteries and time clocks.

Governor: Sheave and shaft assemblies, bearings, contact and jaw.

Hoist-ways: Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom light switches, governor tension sheave assemblies, compensating sheave assembly and switch, car and counterweight guides shoes including roller and gibes, traveling cables, hoist and compensating ropes, governor ropes and chains, hoist-way door interlocks, hoist-way door hangers, bottom door guides and auxiliary door closing devices, hoist-way and machine room wiring. Feeder wiring, main line disconnects and machine room lighting and wiring are excluded.

Car: Automatic power door operator, door hanger, door contact, protective device, load weighting devices, frame and safety mechanism, platform and sill in elevator. Emergency lighting, bulbs, batteries, trickle charger, related wiring and components.

Signal System Devices and Fixtures: Including hall buttons, hall lanterns, car operating panels, position indicators, dials, bells, buzzers, gongs.

Equipment included

The elevators included in this specification are shown on the bid form on page 19.

Normal operations for elevators to be in use approximately eleven (11) hours per day, five (5) days per week. Normal maintenance shall be performed from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Successful bidder shall have a resident agent in Jefferson County to be continuously available for maintenance service as needed.

Successful bidder shall perform the service contract in a professional manner and shall at all times observe all applicable safety rules and regulations.

The County will be responsible for the cleanliness of the car interiors, for lighting fixtures and telephones, in the cars, and for repairs needed as a result of abuse of the equipment.

Material, Equipment, and Personnel

The contractor shall furnish all tools, materials, equipment and personnel required to fully assure that Jefferson County elevators are in top operating condition. The maintenance, repair, and servicing of the elevators as described herein must be accomplished by personnel directly employed and supervised by the contractor. No elevator may be removed from service for routine examination or repair without clearance from the designated Jefferson County representative.

Insurance

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements listed. 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. The name of bid and bid number must appear on the certificate and name Jefferson County as additional insured. **Self-insured or fronted insurance programs are not acceptable.** Insurance certificates should be sent to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, Attn: Deborah L. Clark, Purchasing Agent.

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

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:

KONE, Inc.
Company Name

For clarification of this offer, contact:

4607 World Houston Pkwy, Ste 150
Address

Mike Nabors
Name

Houston Texas 77032
City State Zip

(281) 442-6619 (281) 449-9795
Phone Fax

Mike Nabors
Signature of Person Authorized to Sign

michael.nabors@kone.com
E-mail

Mike Nabors
Printed Name

Sales Consultant - Service
Title

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Elevator Maintenance and Repair for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional one-year terms.

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. IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

 Jeff R. Branick
 County Judge

 Date

 Carolyn L. Guidry
 County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

IFB 13-026/JW)
Term Contract for Elevator Maintenance for Jefferson County

Bid Form

BID FORM: SECTION I

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$560.00	\$6,720.00
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$280.00	\$3,360.00
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$140.00	\$1,680.00
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$300.00	\$3,600.00
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$300.00	\$3,600.00
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$280.00	\$3,360.00
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$140.00	\$1,680.00
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$140.00	\$1,680.00
9	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$140.00	\$1,680.00
10	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$140.00	\$1,680.00
11	1	Old Courthouse - Freight 1149 Pearl St., Beaumont	2	-----	\$140.00	\$1,680.00
12	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$140.00	\$1,680.00
13	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$280.00	\$3,360.00
14	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$140.00	\$1,680.00
15	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$140.00	\$1,680.00
Total Lump Sum						\$39,120.00

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)
 Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENANCE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$157.76
	Elevator Helper	\$133.56
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$276.05
	Elevator Helper	\$229.59
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$276.05
	Elevator Helper	\$229.59
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$276.05
	Elevator Helper	\$229.59
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$320.40
	Elevator Helper	\$265.25

Acknowledgment of Addenda (if any):

Addendum 1 x Date Received 10/31/13
 Addendum 2 x Date Received 10/31/13
 Addendum 3 Date Received

BIDDER MUST RETURN THIS PAGE 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: Texas A&M University

Address: College Station, TX

Contact Person and Title: Bob Casagrande

Phone: _____ Fax: _____

Contract Period: 2003 - Present Scope of Work: Elevator Maintenance

REFERENCE TWO

Government/Company Name: NASA Johnson Space Center

Address: 2101 Nasa Parkway, Clear Lake, TX

Contact Person and Title: Allen Richards

Phone: (281) 483-5527 Fax: _____

Contract Period: 3/93 - present Scope of Work: Elevator Maintenance

REFERENCE THREE

Government/Company Name: Galveston County

Address: Galveston County Courthouse

Contact Person and Title: Charles Kenilworthy

Phone: (409) 766-2384 Fax: _____

Contract Period: 4/11 - present Scope of Work: Elevator Maintenance

BIDDER MUST RETURN THIS PAGE WITH OFFER

SIGNATURE PAGE


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

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

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

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

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

<u>KONE, Inc.</u> Bidder (Entity Name)	<u></u> Signature
<u>4607 World Houston Pkwy, Ste. 150</u> Street & Mailing Address	<u>Mike Nabors</u> Print Name
<u>Houston, TX 77032</u> City, State & Zip	<u>11/01/2013</u> Date Signed
<u>(281) 442-6619</u> Telephone Number	<u>(281) 449-9795</u> Fax Number
<u>michael.nabors@kone.com</u> E-mail Address	

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p>Mike Nabors</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>No Affiliations</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> <p>No Affiliations</p>	

BIDDER MUST RETURN THIS PAGE 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.

No Affiliations

7.

Mike Acker _____

Signature of person doing business with the governmental entity

_____ 11/01/2013 _____

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST


This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

Mike Nabors	
Printed Name of Authorized Representative	Signature
Sales Consultant - Service	11/01/2013
Title	Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

This information must be submitted with your bid.

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

 Printed Name of Contractor Representative Signature of Representative Date

 Printed Name of HUB Signature of Representative Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

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 SUBCONTRACTOR 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 MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

BIDDER MUST RETURN THIS PAGE WITH OFFER

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): Elevator Maintenance and Repair
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Mike Nabors

Title: Sales Consultant - Service

Signature: *Mike Nabors*

Date: 11/01/2013

E-mail address: michael.nabors@kone.com

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

Name (print or type): Teresa Matlow

Title: Senior Administrative Assistant

Date: 11/01/2013

E-mail address: teresa.matlow@kone.com

BIDDER MUST RETURN THIS PAGE 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 Kone, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	36-2357423
Company Name submitting bid/proposal:	KONE, Inc.
Mailing address:	4607 World Houston Pkwy, Ste 150, Houston, TX 77032
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 MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared Mike Nabors, who
(name)
after being by me duly sworn, did depose and say:

"I, Mike Nabors am a duly authorized officer of/agent
(name)
for KONE Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Kone Inc.
(name of firm)

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

Name and address of bidder: KONE Inc.
4607 World Houston Pkwy Ste 150, Houston, TX 77032

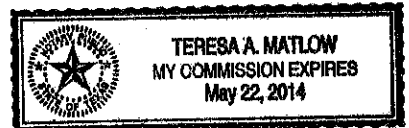
Fax: (281) 449-9795 Telephone# (281) 442-

by: Mike Nabors Title: Sales Consultant - Service
(print name)

Signature: Mike Nabors

SUBSCRIBED AND SWORN to before me by the above-named
Mike Nabors on

this the 4th day of November, 2013.

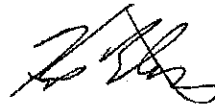


Teresa A. Matlow
Notary Public in and for
the State of TEXAS

BIDDER MUST RETURN THIS PAGE WITH OFFER

KONE Inc.**DELEGATION OF AUTHORITY**

I, Kurt E. Stepaniak, Senior Vice President, hereby delegate the authority granted to me by the By-laws of KONE Inc. to district managers, branch managers, assistant branch managers, sales managers, sales engineers and other sales personnel to sign and submit quotations, change orders, contract renewals and bids on behalf of KONE Inc.



Date: January 4, 2011

Kurt E. Stepaniak
Senior Vice President



Elevators
Escalators

One KONE Court, Melrose, IL 61265

Term Contract for Elevator Maintenance and Repair for
Jefferson County
Bid No: IFB 13-026/JW
Jefferson County Purchasing Division
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

11-05-13 10:43 RCVD

ENV 001013 CCO



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 14, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

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

BID NAME:	Term Contract for Elevator Maintenance and Repair for Jefferson County
BID NO:	IFB 13-026/JW
DUE DATE/TIME:	11:00 AM, November 5, 2013
MAIL OR DELIVER TO:	Jefferson County Purchasing Division 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West 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 – October 16th and October 23rd, 2013
Port Arthur News – October 16th and October 23rd, 2013

IFB 13-026/JW
Term Contract for Elevator Maintenance and Repair
for Jefferson County
Bids due: 11:00 am, November 5, 2013

Table of Contents

Return with Bid	<u>Description</u>	<u>Page(s)</u>
	Table of Contents.....	1
	Instructions to Bidders.....	2-4
	General Conditions of Bidding and Terms of Contract.....	5-9
	Special Requirements/Instructions.....	10-12
	Minimum Specifications.....	13-16
X	Offer to Contract Form	17
X	Acceptance of Offer Form.....	18
X	Bid Form	19-20
X	Vendor References	21
X	Signature Page.....	22
X	Conflict of Interest Questionnaire.....	23-24
X	Good Faith Effort Determination Checklist	25
X	Notice of Intent.....	26
X	HUB Subcontracting Participation Declaration Form	27-30
X	Residence Certification/Tax Form.....	31
X	Bid Affidavit.....	32

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2013

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

6. Rejection or Withdrawal

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

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

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

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

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

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

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

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

- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., 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 supercede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; Phone: 409-835-8593), regarding any questions or comments. Please reference bid number 13-026/JW.

Scope

The intent of this invitation to bid is to solicit bids for Maintenance and Repair of Elevators for Jefferson County for an annual term contract. Bidders may bid on any or all lots.

General

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

Renewal Option

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewal is subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

Description

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Jefferson County. Therefore, the contractor shall, at all times, maintain direct and open communication with the appropriate representative of Jefferson County.

Hours of Service

Twenty-four (24) hour emergency call back service is required. The appropriate representative of Jefferson County shall certify all overtime, which will be allowed if the need arises. The overtime rate of the mechanic and helper should be provided in the Price/Delivery Information section of this bid.

Required Reports

Contractor shall maintain an accurate log of all work done and cooperate with the designated Jefferson County representative in reporting on each emergency call back. In addition, contractor shall provide a semi-annual report of all call waiting times by time of day, building, and by floor where applicable. The contractor shall not be responsible for

the installation of new attachments on elevators, whether required by insurance companies or government authorities.

Testing

Contractor shall conduct any and all tests or adjustments and directed by representative of Jefferson County in order to be in compliance with all applicable laws, regulations, and ordinances. In addition, contractor shall be responsible for all applicable expenses for authorized test witnessing authorities as required by the City of Beaumont or other federal, state and local applicable codes. Contractor shall provide Jefferson County with copies of all original applicable test reports. Testing includes, but is not limited to:

- Monthly:** Fireman's Service Phase 1 & 2 and emergency car light with alarm and maintain a record on each unit for testing. Copies of all test results shall be provided to the Jefferson County representative in duplicate.
- Annually:** Test all hydraulic elevator check relief valves and flexible hose fittings as required by A17.1 Safety Code for Elevators and Escalators.
- Annually:** Examine and test all existing traction elevators, safety devices, and governors, as required by A17.1.
- Every five (5) years:** Full load and test all existing traction elevators, safety devices, and governors, as required by A17.1.

Inspection

Jefferson County may inspect and test, at its convenience, any elevator and/or related equipment to ascertain the contract requirements are being fulfilled. Deficiencies shall be expeditiously corrected. Failure to begin to correct any deficiency within forty-eight (48) hours of notification will be justification for Jefferson County to satisfy requirement outside the current contract and deduct all costs for such services from the contractor's monthly charge for service.

Scope of Contract

Jefferson County may add or delete equipment to/from the contract as necessary. Service for added equipment must be priced comparably to similar equipment then currently on the contract. Deletions from this contract may be permanent or temporary. If temporary, the pro-rated sum of the monthly charges shall be deleted until the unit is returned to service.

For purposes of bidding, the following is to be considered within the scope of the contract:

Machine: worm, gear, thrust bearings, drive sheaves, drive sheave bearings, brake pulley, brake coil, brake contacts, brake linings and component parts; pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping and hoses, hydraulic fluid tanks.

Motor, Motor Generators, Solid State Drives: Motor and generator windings, rotating elements, commutators, brushes, brush holders and component parts; all solid state drive components, isolation transformers, switches or relays.

Controller Selector and Group Control Equipment: All relays, solid state components, resistors, condensers, transformers, contacts, coils, leads, timing devices, computer devices, steel selector tapes, mechanical and electrical drive components, batteries and time clocks.

Governor: Sheave and shaft assemblies, bearings, contact and jaw.

Hoist-ways: Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom light switches, governor tension sheave assemblies, compensating sheave assembly and switch, car and counterweight guides shoes including roller and gibes, traveling cables, hoist and compensating ropes, governor ropes and chains, hoist-way door interlocks, hoist-way door hangers, bottom door guides and auxiliary door closing devices, hoist-way and machine room wiring. Feeder wiring, main line disconnects and machine room lighting and wiring are excluded.

Car: Automatic power door operator, door hanger, door contact, protective device, load weighting devices, frame and safety mechanism, platform and sill in elevator. Emergency lighting, bulbs, batteries, trickle charger, related wiring and components.

Signal System Devices and Fixtures: Including hall buttons, hall lanterns, car operating panels, position indicators, dials, bells, buzzers, gongs.

Equipment included

The elevators included in this specification are shown on the bid form on page 19.

Normal operations for elevators to be in use approximately eleven (11) hours per day, five (5) days per week. Normal maintenance shall be performed from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Successful bidder shall have a resident agent in Jefferson County to be continuously available for maintenance service as needed.

Successful bidder shall perform the service contract in a professional manner and shall at all times observe all applicable safety rules and regulations.

The County will be responsible for the cleanliness of the car interiors, for lighting fixtures and telephones, in the cars, and for repairs needed as a result of abuse of the equipment.

Material, Equipment, and Personnel

The contractor shall furnish all tools, materials, equipment and personnel required to fully assure that Jefferson County elevators are in top operating condition. The maintenance, repair, and servicing of the elevators as described herein must be accomplished by personnel directly employed and supervised by the contractor. No elevator may be removed from service for routine examination or repair without clearance from the designated Jefferson County representative.

Insurance

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements listed. 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. The name of bid and bid number must appear on the certificate and name Jefferson County as additional insured. **Self-insured or fronted insurance programs are not acceptable.** Insurance certificates should be sent to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, Attn: Deborah L. Clark, Purchasing Agent.

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

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): 1, 2

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

Otis Elevator
Company Name

For clarification of this offer, contact:

8745 Eastex Freeway
Address

Michael Frezer
Name

Beaumont TX 77708
City State Zip

903-220-1176 860-353-4260
Phone Fax

Michael Frezer
Signature of Person Authorized to Sign

michael.frezer@otis.com
E-mail

Michael Frezer
Printed Name

Territory Manager
Title

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Elevator Maintenance and Repair for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional one-year terms.

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. IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form**BID FORM: SECTION I**

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$ 375.00	\$ 4500.00
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$ 270.00	\$ 3,240.00
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$ 139.00	\$ 1,668.00
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$ 186.00	\$ 2,232.00
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$ 186.00	\$ 2,232.00
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$ 280.00	\$ 3,360.00
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$ 140.00	\$ 1,680.00
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$ 140.00	\$ 1,680.00
9	1	Annex III 735 Orleans, Beaumont	4	Hydraulic 2,000 lb.	\$ 140.00	\$ 1,680.00
10	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 140.00	\$ 1,680.00
11	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 135.00	\$ 1,620.00
12	1	Old Courthouse - Freight 1149 Pearl St., Beaumont	2		\$ 35.00	\$ 420.00
13	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$ 120.00	\$ 1,440.00
14	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$ 230.00	\$ 2,760.00
15	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$ 120.00	\$ 1,440.00
16	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$ 120.00	\$ 1,440.00
Total Lump Sum						\$ 33,072.00

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENANCE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$ 140.00
	Elevator Helper	\$ 90.00
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$ 238.00
	Elevator Helper	\$ 153.00
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$ 238.00
	Elevator Helper	\$ 153.00
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$ 238.00
	Elevator Helper	\$ 153.00
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$ 280.00
	Elevator Helper	\$ 180.00

Acknowledgment of Addenda (if any):

Addendum 1 Yes Date Received 10/31/13
 Addendum 2 Yes Date Received 10/31/13
 Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE 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: Jefferson County
 Address: 215 FRANKLIN
 Contact Person and Title: DAVID Knight
 Phone: 409-835-8511 Fax: 409-835-8525
 Contract Period: 6 yrs Scope of Work: Elevator Service

REFERENCE TWO

Government/Company Name: Medical Center of Southeast Texas
 Address: 2555 Jimmy Johnson Blvd
 Contact Person and Title: Jennie Breaux
 Phone: 409-853-5805 Fax: 409-983-6152
 Contract Period: 4 yrs Scope of Work: Elevator Service

REFERENCE THREE

Government/Company Name: Jack Brooks Federal Bldg
 Address: 300 Willow Street
 Contact Person and Title: Scott Bronger
 Phone: 903-952-8936 Fax: _____
 Contract Period: 3yr Scope of Work: Elevator Service

BIDDER MUST RETURN THIS PAGE WITH OFFER

SIGNATURE PAGE

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

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

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

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

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

Otis Elevator Company
Bidder (Entity Name)

Michael H. Frazer
Signature

8745 Eastern Freeway
Street & Mailing Address

Michael H. Frazer
Print Name

Beaumont, TX 77708
City, State & Zip

30 OCT 2013
Date Signed

409-899-5441
Telephone Number

860-353-4260
Fax Number

michael.frazer@otis.com
E-mail Address

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; margin-top: 20px;">NA</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px; 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 style="text-align: center; margin-top: 20px;">NONE</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> <p style="text-align: center; margin-top: 20px;">NONE</p>	

BIDDER MUST RETURN THIS PAGE 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.) **NONE**

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

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

NONE

7.

Signature of person doing business with the governmental entity

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant ...

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

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

Michael L. Frezer
Printed Name of Authorized Representative

Michael L. Frezer
Signature

Territory Manager
Title

30 OCT 2013
Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

This information must be submitted with your bid.

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

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 SUBCONTRACTOR 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 MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
PAGE 2 OF 4**

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

BIDDER MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**
PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Michael Frazer

Title: Territory Manager

Signature: Michael Frazer

Date: 10/30/13

E-mail address: michael.frazer@otis.com

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

Name (print or type): Michael Frazer

Title: Territory Manager

Date: 10/30/13

E-mail address: michael.frazer@otis.com

BIDDER MUST RETURN THIS PAGE 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 Otis Elevator Company [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.):	13-5583389
Company Name submitting bid/proposal:	Otis Elevator Company
Mailing address:	8745 Eastex Freeway, Beemont, TX 77708
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 MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Michael Frazer, who

(name)

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

"I, Michael Frazer am a duly authorized officer of/agent

(name)

for Otis Elevator Company and have been duly authorized to execute the

(name of firm)

foregoing on behalf of the said Otis Elevator Company

(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: Otis Elevator Company
8745 Eastex Freeway Beaumont, TX 77708

Fax: 409-899-5574 Telephone# 409-899-5441

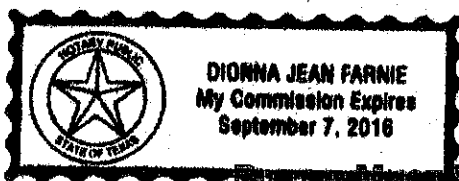
by: Michael Frazer Title: Territory Manager

(print name)

Signature: Michael Frazer

SUBSCRIBED AND SWORN to before me by the above-named Michael Frazer on

this the 4th day of Sep November, 2013.



Dionna Jean Farnie
Notary Public in and for
the State of Texas

BIDDER MUST RETURN THIS PAGE WITH OFFER



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: 11:00 am, November 5, 2013
Addendum No.: 1
Issued (Date): October 18, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications to Specifications

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Dionna Farnie

Witness

Michael Frazer
Authorized Signature (Bidder)

Territory Manager
Title of Person Signing Above

Witness

Michael Frazer
Typed Name of Business or Individual

Approved by _____ Date: _____

8745 Eastex Freeway
Address
Beaumont, TX 77708

IFB 13-026/JW**Term Contract for Elevator Maintenance and Repair for Jefferson County
Clarifications**

Question: What is the response time for emergency call backs during normal working hours?

Answer: Personnel are to be on-site within 30 minutes – 1 hour.

Question: What is the response time for emergency call backs during afterhours?

Answer: Personnel are to be on-site within 1 hour.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: 11:00 am, November 5, 2013
Addendum No.: 2
Issued (Date): October 31, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Dionna Farnie

Witness

Witness

Approved by _____ Date: _____

Michael J. Frazer
Authorized Signature (Bidder)

Territory Manager
Title of Person Signing Above

Michael Frazer
Typed Name of Business or Individual

8745 Eastex Freeway
Address
Beaumont, TX 77708

IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form**BID FORM: SECTION I**

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$ 375.00 375.00	\$ 4500.00
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$ 270.00	\$ 3240.00
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$ 139.00	\$ 1668.00
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$ 186.00	\$ 2232.00
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$ 186.00	\$ 2232.00
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$ 280	\$ 3360.00
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$ 140.00	\$ 1680.00
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$ 140.00	\$ 1680.00
9	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 140.00	\$ 1680.00
10	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 135.00	\$ 1620.00
11	1	Old Courthouse - Freight 1149 Pearl St., Beaumont	2	-----	\$ 35.00	\$ 420.00
12	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$ 120.00	\$ 1440.00
13	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$ 230.00	\$ 2760.00
14	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$ 120.00	\$ 1440.00
15	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$ 120.00	\$ 1440.00
Total Lump Sum						\$ 33,072.00

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)**BID FORM: SECTION II****BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENANCE CONTRACT.**

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$ 140.00
	Elevator Helper	\$ 90.00
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$ 238.00
	Elevator Helper	\$ 153.00
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$ 238.00
	Elevator Helper	\$ 153.00
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$ 238.00
	Elevator Helper	\$ 153.00
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$ 280.00
	Elevator Helper	\$ 180.00

Acknowledgment of Addenda (if any):

Addendum 1 YES Date Received 10/31
 Addendum 2 YES Date Received 10/31
 Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID NAME: Term Contract for Elevator Maintenance
and Repair for Jefferson County

BID NO: IFO 13-026 / SW

DUE DATE/TIME: 11:00 AM, NOVEMBER 5, 2013

MODEL OR DESIGN ID: JEFFERSON COUNTY POLICE/SHERRIFF DIVISION
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

11-05-13A11:33 RCVD

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:

SCHINDLER ELEVATOR CORP
Company Name

For clarification of this offer, contact:

6940 COLLEGE UNIT B
Address

JAMES HOOVER
Name

BEAUMONT TX 77707
City State Zip

409-658-1573-409-860-4110
Phone Fax

James Hoover
Signature of Person Authorized to Sign

JIM.HOOVER@US.SCHINDLER.COM
E-mail

JAMES HOOVER
Printed Name

LOCAL REP.
Title

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Elevator Maintenance and Repair for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional one-year terms.

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. IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)
 Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENANCE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$ 140 ⁰⁰
	Elevator Helper	\$ 125 ⁰⁰
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$ 238 ⁰⁰
	Elevator Helper	\$ 212 ⁰⁰
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$ 238 ⁰⁰
	Elevator Helper	\$ 212 ⁰⁰
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$ 238 ⁰⁰
	Elevator Helper	\$ 212 ⁰⁰
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$ 280 ⁰⁰
	Elevator Helper	\$ 250 ⁰⁰

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)

Term Contract for Elevator Maintenance for Jefferson County

Bid Form**BID FORM: SECTION I**

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$ 500 ⁰⁰	\$ 6,000 ⁰⁰
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$ 210 ⁰⁰	\$ 2,520 ⁰⁰
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$ 125 ⁰⁰	\$ 1,500 ⁰⁰
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$ 250 ⁰⁰	\$ 3,000 ⁰⁰
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$ 275 ⁰⁰	\$ 3,300 ⁰⁰
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$ 250 ⁰⁰	\$ 3,000 ⁰⁰
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$ 125 ⁰⁰	\$ 1,500 ⁰⁰
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$ 125 ⁰⁰	\$ 1,500 ⁰⁰
9	1	Annex III 735 Orleans, Beaumont	4	Hydraulic 2,000 lb.	\$ 115 ⁰⁰	\$ 1,380 ⁰⁰
10	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 125 ⁰⁰	\$ 1,500 ⁰⁰
11	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 125 ⁰⁰	\$ 1,500 ⁰⁰
12	1	Old Courthouse - Freight 1149 Pearl St., Beaumont	2		\$ 120 ⁰⁰	\$ 1,440 ⁰⁰
13	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$ 115 ⁰⁰	\$ 1,380 ⁰⁰
14	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$ 115 ⁰⁰	\$ 1,380 ⁰⁰
15	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$ 115 ⁰⁰	\$ 1,380 ⁰⁰
16	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$ 115 ⁰⁰	\$ 1,380 ⁰⁰
Total Lump Sum						\$ 33,660 ⁰⁰

BIDDER MUST RETURN THIS PAGE WITH OFFER

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CITY OF BEAUMONT
 Address: BEAUMONT, TEXAS
 Contact Person and Title: TOMMY HANNA
 Phone: 880-3792 Fax: 0
 Contract Period: 10-2010 - 10-2016 Scope of Work: MAINTENANCE + REPAIR

REFERENCE TWO

Government/Company Name: LAMAR UNIVERSITY
 Address: 1050 E LAJACA
 Contact Person and Title: DIANE THIBODEAUX
 Phone: 880-8677 Fax: _____
 Contract Period: 1995 - 2016 Scope of Work: MAINTENANCE + REPAIR

REFERENCE THREE

Government/Company Name: FLANNAGAN PROPERTIES
 Address: 595 ORLEANS ST SUITE 1510
 Contact Person and Title: BARBIE GRISSOM
 Phone: 838-3425 Fax: _____
 Contract Period: 2000 - 2016 Scope of Work: MAINTENANCE + REPAIR

BIDDER MUST RETURN THIS PAGE WITH OFFER

SIGNATURE PAGE

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

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

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

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

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

SCHINDLER ELEVATOR CORP

Bidder (Entity Name)

James Hoover

Signature

6940 COLLEGE UNIT B

Street & Mailing Address

JAMES HOOVER

Print Name

BRAUMONT, TEXAS 77707

City, State & Zip

11-5-2013

Date Signed

409-838-3117

Telephone Number

409-860-4110

Fax Number

JIM.HOOVER@US.SCHINDLER.COM

E-mail Address

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>JAMES HOOVER</i></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: 0.8em;">(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 style="text-align: center; font-size: 1.2em; margin-top: 20px;"><i>NONE</i></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> <p style="text-align: center; font-size: 1.2em; margin-top: 20px;"><i>NONE</i></p>	

BIDDER MUST RETURN THIS PAGE 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

11-5-2013
Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. *WE WILL USE HUB WHERE WE CAN*

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.

<p style="text-align: center;"><i>JAMES HOOVER</i></p> <hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center;">Printed Name of Authorized Representative</p>	<p style="text-align: center;"><i>James Hoover</i></p> <hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center;">Signature</p>
<p style="text-align: center;"><i>LOCAL REP</i></p> <hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center;">Title</p>	<p style="text-align: center;"><i>11-5-2013</i></p> <hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center;">Date</p>

BIDDER MUST RETURN THIS PAGE WITH OFFER

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

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: _____ % 12.8% 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 SUBCONTRACTOR 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 MUST RETURN THIS PAGE WITH OFFER

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

BIDDER MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
PAGE 4 OF 4**

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): JAMES HOOVER

Title: LOCAL BPP

Signature: *James Hoover*

Date: 11-5-2013

E-mail address: JIM.HOOVER@US.SCHINDLER.COM

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

Name (print or type): MELISSA TARVER

Title: ADMIN

Date: 11-5-2013

E-mail address: MELISSA.TARVER@US.SCHINDLER.COM

BIDDER MUST RETURN THIS PAGE 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 SCHINDLER ELEVATOR COOP [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.):	<u>34-1270056</u>
Company Name submitting bid/proposal:	<u>SCHINDLER ELEVATOR CORP</u>
Mailing address:	<u>6940 COLLEGE ST. UNIT B BRAUNTON, TX 77707</u>
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 MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JAMES HOOVER, who
(name)

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

"I, JAMES HOOVER am a duly authorized officer of/agent
(name)
for SCHINDLER ELEVATOR CORP and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said SCHINDLER ELEVATOR CORP.
(name of firm)

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

Name and address of bidder: SCHINDLER ELEVATOR CORP
6940 COLLEGE UNIT B BEAUMONT, TEXAS 77707

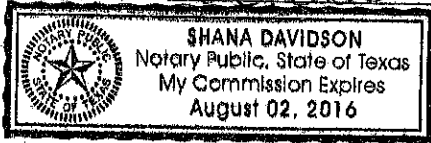
Fax: 409-860-4110 Telephone# 409-838-3117

by: JAMES HOOVER Title: LOCAL REP
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named JAMES HOOVER on

this the 29 day of October, 2013.



[Handwritten Signature]
Notary Public in and for
the State of Texas

BIDDER MUST RETURN THIS PAGE WITH OFFER

**Schindler****Schindler Elevator Corporation**

November 5, 2013

Jefferson County

Bid # IFB-13-026/JW

To Whom It May Concern:

We have requested Certificate of Liability insurance be mailed directly to Jefferson County from our insurance carrier, Zurich American Insurance. Our request includes an OPCL policy meeting all requirements.

Sincerely,

James Hoover / Local Rep





Schindler

Schindler Elevator Corporation
6940 College 2nd, Unit B
Beaumont, TX 77707-3234
ADDRESS SERVICE REQUESTED

BID NAME: Term Contract for Elevator
Maintenance and Repair for Jefferson
County

BID NO: IFB 13-026/JW
DUE DATE/TIME: 11:00 A.M., 11/05/2013

MAIL OR DELIVER TO:
Jefferson County Purchasing Dept
1149 Pearl Street, 1st floor
Beaumont TX 77701

FROM: Schindler Elevator Corp
6940 College Street, Unit B
Beaumont TX 77707

11-05-13 11:49



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: 11:00 am, November 5, 2013
Addendum No.: 1
Issued (Date): October 18, 2013

To BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder’s sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications to Specifications

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Carl Houston

Witness

W. Gregory Bonner

Witness

Will Rubio

Authorized Signature (Bidder)

Business Development Manager
Title of Person Signing Above

Will Rubio - Thyssenkrupp Elevator
Typed Name of Business or Individual

Approved by _____ Date: _____

14820 Tomball Parkway, Suite 190
Address
Houston, TX 77086

IFB 13-026/JW**Term Contract for Elevator Maintenance and Repair for Jefferson County
Clarifications**

Question: What is the response time for emergency call backs during normal working hours?

Answer: Personnel are to be on-site within 30 minutes – 1 hour.

Question: What is the response time for emergency call backs during afterhours?

Answer: Personnel are to be on-site within 1 hour.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 13-026/JW
IFB Title: Term Contract for Elevator Maintenance and Repair for Jefferson County
IFB Due: **11:00 am, November 5, 2013**
Addendum No.: 2
Issued (Date): October 31, 2013

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Walt R.
Authorized Signature (Bidder)

Business Development Manager
Title of Person Signing Above

Thyssen Krupp Elevator
Typed Name of Business or Individual

14820 Tomball Parkway Suite 190
Address

Houston, TX 77086

IFB 13-026/JW)
Term Contract for Elevator Maintenance for Jefferson County

Bid Form

BID FORM: SECTION I

Item	No. of Elevators	Location	No. of Floors Served	Type and Capacity	Price per Month	Total Lump Sum per Year
1	2	Jefferson County Jail 1001 Main St., Beaumont	4	Traction 3,000 lb.	\$ 720.00	\$ 8,640.00
2	2	New Courthouse Addition 1001 Pearl St., Beaumont	3	Hydraulic 3,000 lb.	\$ 320.00	\$ 3,840.00
3	1	County Clerk's Office 1001 Pearl St., Beaumont	3	Hydraulic 1,500 lb.	\$ 160.00	\$ 1,920.00
4	1	Old Courthouse 1149 Pearl St., Beaumont	11	Traction 3,000 lb.	\$ 400.00	\$ 4,800.00
5	1	Old Courthouse 1149 Pearl St., Beaumont	12	Traction 3,000 lb.	\$ 400.00	\$ 4,800.00
6	2	Courthouse Annex I 125 Franklin, Beaumont	2	Hydraulic 4,000 lb.	\$ 320.00	\$ 3,840.00
7	1	Subcourthouse, 525 Lake- shore Dr., Port Arthur	2	Hydraulic 2,000 lb.	\$ 160.00	\$ 1,920.00
8	1	900 Fourth St. Port Arthur	2	Hydraulic 2,500 lb.	\$ 160.00	\$ 1,920.00
9	1	Correction Facility Dorm P 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 160.00	\$ 1,920.00
10	1	Correction Facility Dorm Q 5030 Hwy 69S, Beaumont	2	Hydraulic 4,500 lb.	\$ 160.00	\$ 1,920.00
11	1	Old Courthouse - Freight 1149 Pearl St., Beaumont	2	-----	\$ 65.00	\$ 780.00
12	1	Annex IV 820 Neches, Beaumont	2	Hydraulic 2,000 lb.	\$ 160.00	\$ 1,920.00
13	2	Ford Park 5115 I-10, Beaumont	2	Hydraulic 2,100 lb.	\$ 320.00	\$ 3,840.00
14	1	Ford Park 5115 I-10, Beaumont	2	Hydraulic 4,500 lb.	\$ 160.00	\$ 1,920.00
15	1	Ford Park 5115 I-10, Beaumont	3	Hydraulic 4,500 lb.	\$ 160.00	\$ 1,920.00
Total Lump Sum						\$ 45,900.00

BIDDER MUST RETURN THIS PAGE WITH OFFER

(IFB 13-026/JW)
Term Contract for Elevator Maintenance for Jefferson County

Bid Form (Continued)

BID FORM: SECTION II

BILLING RATES FOR EMERGENCY CALL-OUTS AND FOR REPAIRS NOT COVERED BY THE MAINTENACE CONTRACT.

		Labor Rates
Monday-Friday 8:00 am to 4:30 pm	Elevator Mechanic	\$ <u>349.00</u>
	Elevator Helper	\$ <u>279.00</u>
Monday-Friday 12:00 midnight to 8:00 am	Elevator Mechanic	\$ <u>593.00</u>
	Elevator Helper	\$ <u>474.64</u>
Monday-Friday 4:30 pm to 12:00 midnight	Elevator Mechanic	\$ <u>593.00</u>
	Elevator Helper	\$ <u>474.64</u>
Saturday 12:01 am to 12:00 midnight	Elevator Mechanic	\$ <u>698.00</u>
	Elevator Helper	\$ <u>558.40</u>
Sundays & Holidays 12:01 am to midnight	Elevator Mechanic	\$ <u>698.00</u>
	Elevator Helper	\$ <u>558.40</u>

Acknowledgment of Addenda (if any):

Addendum 1 Date Received 10-18-13
 Addendum 2 Date Received 10-31-13
 Addendum 3 Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

Re: JEFFERSON COUNTY (Maintenance/Repair)
October 28, 2013
Page 1 of 1

CLARIFICATIONS

These clarifications shall be made part of ThyssenKrupp Elevator's bid. In the event of conflict with other articles, terms, conditions, or contract documents, these clarifications shall govern. Final Contract terms are subject to review and approval by ThyssenKrupp Elevator Corporation legal department.

4.7 Amend so indemnity, defend and hold harmless is limited to Subcontractor's acts and actions and in no way to include the acts, actions, omissions, neglects or bare allegations of a party indemnified hereunder.

Special Requirements:

6. Amend so the waiver of subrogation shall be limited to the extent any claim is caused by Subcontractor. Amend so the additional insured is defended and indemnified for claims arising from Subcontractor's acts, actions, omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions, neglects or bare allegations.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 14, 2013

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

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

BID NAME: Term Contract for Elevator Maintenance and Repair for
Jefferson County
BID NO: IFB 13-026/JW
DUE DATE/TIME: 11:00 AM, November 5, 2013
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise – October 16th and October 23rd, 2013
Port Arthur News – October 16th and October 23rd, 2013

IFB 13-026/JW
Term Contract for Elevator Maintenance and Repair
for Jefferson County
Bids due: 11:00 am, November 5, 2013

Table of Contents

Return with <u>Bid</u>	<u>Description</u>	<u>Page(s)</u>
	Table of Contents.....	1
	Instructions to Bidders.....	2-4
	General Conditions of Bidding and Terms of Contract.....	5-9
	Special Requirements/Instructions.....	10-12
	Minimum Specifications.....	13-16
X	Offer to Contract Form.....	17
X	Acceptance of Offer Form.....	18
X	Bid Form.....	19-20
X	Vendor References.....	21
X	Signature Page.....	22
X	Conflict of Interest Questionnaire.....	23-24
X	Good Faith Effort Determination Checklist.....	25
X	Notice of Intent.....	26
X	HUB Subcontracting Participation Declaration Form.....	27-30
X	Residence Certification/Tax Form.....	31
X	Bid Affidavit.....	32

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2013

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

6. Rejection or Withdrawal

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

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

7. Award

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

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

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

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

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

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., 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 supercede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us; Phone: 409-835-8593), regarding any questions or comments. Please reference bid number 13-026/JW.

Scope

The intent of this invitation to bid is to solicit bids for Maintenance and Repair of Elevators for Jefferson County for an annual term contract. Bidders may bid on any or all lots.

General

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

Renewal Option

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewal is subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

Description

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Jefferson County. Therefore, the contractor shall, at all times, maintain direct and open communication with the appropriate representative of Jefferson County.

Hours of Service

Twenty-four (24) hour emergency call back service is required. The appropriate representative of Jefferson County shall certify all overtime, which will be allowed if the need arises. The overtime rate of the mechanic and helper should be provided in the Price/Delivery Information section of this bid.

Required Reports

Contractor shall maintain an accurate log of all work done and cooperate with the designated Jefferson County representative in reporting on each emergency call back. In addition, contractor shall provide a semi-annual report of all call waiting times by time of day, building, and by floor where applicable. The contractor shall not be responsible for

the installation of new attachments on elevators, whether required by insurance companies or government authorities.

Testing

Contractor shall conduct any and all tests or adjustments and directed by representative of Jefferson County in order to be in compliance with all applicable laws, regulations, and ordinances. In addition, contractor shall be responsible for all applicable expenses for authorized test witnessing authorities as required by the City of Beaumont or other federal, state and local applicable codes. Contractor shall provide Jefferson County with copies of all original applicable test reports. Testing includes, but is not limited to:

- Monthly:** Fireman's Service Phase 1 & 2 and emergency car light with alarm and maintain a record on each unit for testing. Copies of all test results shall be provided to the Jefferson County representative in duplicate.
- Annually:** Test all hydraulic elevator check relief valves and flexible hose fittings as required by A17.1 Safety Code for Elevators and Escalators.
- Annually:** Examine and test all existing traction elevators, safety devices, and governors, as required by A17.1.
- Every five (5) years:** Full load and test all existing traction elevators, safety devices, and governors, as required by A17.1.

Inspection

Jefferson County may inspect and test, at its convenience, any elevator and/or related equipment to ascertain the contract requirements are being fulfilled. Deficiencies shall be expeditiously corrected. Failure to begin to correct any deficiency within forty-eight (48) hours of notification will be justification for Jefferson County to satisfy requirement outside the current contract and deduct all costs for such services from the contractor's monthly charge for service.

Scope of Contract

Jefferson County may add or delete equipment to/from the contract as necessary. Service for added equipment must be priced comparably to similar equipment then currently on the contract. Deletions from this contract may be permanent or temporary. If temporary, the pro-rated sum of the monthly charges shall be deleted until the unit is returned to service.

For purposes of bidding, the following is to be considered within the scope of the contract:

Machine: worm, gear, thrust bearings, drive sheaves, drive sheave bearings, brake pulley, brake coil, brake contacts, brake linings and component parts; pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping and hoses, hydraulic fluid tanks.

Motor, Motor Generators, Solid State Drives: Motor and generator windings, rotating elements, commutators, brushes, brush holders and component parts; all solid state drive components, isolation transformers, switches or relays.

Controller Selector and Group Control Equipment: All relays, solid state components, resistors, condensers, transformers, contacts, coils, leads, timing devices, computer devices, steel selector tapes, mechanical and electrical drive components, batteries and time clocks.

Governor: Sheave and shaft assemblies, bearings, contact and jaw.

Hoist-ways: Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom light switches, governor tension sheave assemblies, compensating sheave assembly and switch, car and counterweight guides shoes including roller and gibes, traveling cables, hoist and compensating ropes, governor ropes and chains, hoist-way door interlocks, hoist-way door hangers, bottom door guides and auxiliary door closing devices, hoist-way and machine room wiring. Feeder wiring, main line disconnects and machine room lighting and wiring are excluded.

Car: Automatic power door operator, door hanger, door contact, protective device, load weighting devices, frame and safety mechanism, platform and sill in elevator. Emergency lighting, bulbs, batteries, trickle charger, related wiring and components.

Signal System Devices and Fixtures: Including hall buttons, hall lanterns, car operating panels, position indicators, dials, bells, buzzers, gongs.

Equipment included

The elevators included in this specification are shown on the bid form on page 19.

Normal operations for elevators to be in use approximately eleven (11) hours per day, five (5) days per week. Normal maintenance shall be performed from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Successful bidder shall have a resident agent in Jefferson County to be continuously available for maintenance service as needed.

Successful bidder shall perform the service contract in a professional manner and shall at all times observe all applicable safety rules and regulations.

The County will be responsible for the cleanliness of the car interiors, for lighting fixtures and telephones, in the cars, and for repairs needed as a result of abuse of the equipment.

Material, Equipment, and Personnel

The contractor shall furnish all tools, materials, equipment and personnel required to fully assure that Jefferson County elevators are in top operating condition. The maintenance, repair, and servicing of the elevators as described herein must be accomplished by personnel directly employed and supervised by the contractor. No elevator may be removed from service for routine examination or repair without clearance from the designated Jefferson County representative.

Insurance

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements listed. 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. The name of bid and bid number must appear on the certificate and name Jefferson County as additional insured. **Self-insured or fronted insurance programs are not acceptable.** Insurance certificates should be sent to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, Attn: Deborah L. Clark, Purchasing Agent.

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

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): 1, 2, _____, _____.

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

ThyssenKrupp Elevator
Company Name


For clarification of this offer, contact:

14820 Tomball Pkwy, Suite 190
Address

Will RUBIO
Name

Houston TX 77086
City State Zip

281-928-0467
Phone Fax


Signature of Person Authorized to Sign

will.rubio@thyssenkrupp.com
E-mail

Will RUBIO
Printed Name

Business Development Manager
Title

BIDDER MUST RETURN THIS PAGE WITH OFFER

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Elevator Maintenance and Repair for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional one-year terms.

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. IFB 13-026/JW, Term Contract for Elevator Maintenance and Repair for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE 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: HARRIS County Department of education
 Address: 6005 Westview, 2101 Houston TX 77055
 Contact Person and Title: John Prestigiacomo - Maintenance Director
 Phone: 713. 316. 4241 Fax: _____
 Contract Period: 4 YEARS Scope of Work: Full-service maintenance

REFERENCE TWO

Government/Company Name: PEARLAND ISD
 Address: P.O. Box 7, PEARLAND, TX 77588
 Contact Person and Title: Jay Murphy - Maintenance Director
 Phone: 281.485.3203 Fax: _____
 Contract Period: 3 yrs Scope of Work: Full-service maintenance

REFERENCE THREE

Government/Company Name: City of Missouri City
 Address: 1522 TEXAS PARKWAY
 Contact Person and Title: Alonso Guerrero - Purchasing / Risk Manager
 Phone: 281.403.8626 Fax: _____
 Contract Period: 6 months Scope of Work: TCRN contract

BIDDER MUST RETURN THIS PAGE WITH OFFER

SIGNATURE PAGE

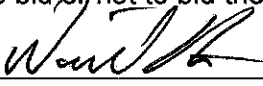
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

<u>ThyssenKrupp Elevator</u>	<u></u>
Bidder (Entity Name)	Signature
<u>14520 Tomball Parkway Suite 190</u>	<u>Will Ruanio</u>
Street & Mailing Address	Print Name
<u>Houston, TX 77086</u>	<u>11/4/2013</u>
City, State & Zip	Date Signed
<u>281.673.1403</u>	<u>866.251.4012</u>
Telephone Number	Fax Number
<u>will.ruanio@thyssenkrupp.com</u>	
E-mail Address	

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>Will Rubio</i></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: 0.8em;">(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 style="text-align: center; font-size: 1.5em;"><i>N/A</i></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> <p style="text-align: center; font-size: 1.5em;"><i>N/A</i></p>	

BIDDER MUST RETURN THIS PAGE 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:

N/A

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

N/A

7.



11/4/2013

Signature of person doing business with the governmental entity

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

Will Rubio
Printed Name of Authorized Representative


Signature

Business Development Manager
Title

2/4/2013
Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) ThyssenKrupp Elevator Corporation	
	Business name/disregarded entity name, if different from above N/A	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 114 Townpark Drive NW, Suite 300	Requester's name and address (optional)
	City, state, and ZIP code Kennesaw, GA 30144	List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
Employer identification number	
6 2 - 1 2 1 1 2 6 7	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *David W. Turnage* *YP-Tax* Date ▶ *01/10/13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
SPECIMEN

310

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

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

PRODUCER Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 Chicago IL 60606	CONTACT NAME: Helen Chen	
	PHONE (A/C. No. Ext): 312-288-7489 FAX (A/C. No.): 312-621-6865	
	E-MAIL ADDRESS: tke.certificates@willis.com	
	PRODUCER CUSTOMER ID #:	
INSURED THYSSENKRUPP ELEVATOR CORPORATION	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER #1: Lexington Insurance Company	19437
	INSURER #2: Wausau Bus Ins Co/Wausau Underwriters Ins	26069/26042
	INSURER #3: Indemnity Ins Co of N/A/ACE American Ins Co	43575/22667
	INSURER #4: HDI-Grading America Insurance Company	41343
	INSURER #5:	

COVERAGES CERTIFICATE NUMBER: SPECIMEN REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EFF (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			037205277 037205276	10/01/2012	10/01/2013	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Anyone Injured) \$5,000 PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$8,000,000 PRODUCTS - COMP/OP AGG Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ASKZ91438879012 (AOS) ASJZ91438879032 (PR)	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE RETENTION \$			CUD1108604	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WLRC47125042 (AOS) WLRC47125030 (CA, MA)	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (Attach ACORD 101, Additional Form and Schedule, if more space is required)
RE: JOB# SPECIMEN SPECIMEN

CERTIFICATE HOLDER CANCELLATION

SPECIMEN

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

AUTHORIZED REPRESENTATIVE

ADDITIONAL INFORMATION		Date SPECIMEN
PRODUCER Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 Chicago IL 60606	Company E	
	Company F	
INSURED THYSSENKRUPP ELEVATOR CORPORATION	Company G	
	Company H	
TEXT		

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.
SPECIMEN

CERTIFICATE HOLDER	trial #: SPECIMEN
SPECIMEN	

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 ThyssenKrupp Elevator [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.):	62-1211267
Company Name submitting bid/proposal:	ThyssenKrupp Elevator
Mailing address:	14820 Tomball Parkway, Suite 190, Houston, TX 77086
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 MUST RETURN THIS PAGE WITH OFFER

BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF HARRIS

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

on this day personally appeared Will Rubio, who
(name)

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

"I, Will Rubio am a duly authorized officer of/agent
(name)

for ThyssenKrupp Elevator and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said ThyssenKrupp Elevator.
(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: ThyssenKrupp Elevator

14820 Tomball Parkway, Suite 190, Houston TX 77086

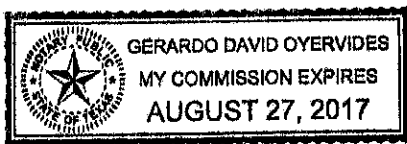
Fax: 866. 256. 4012 Telephone# 281. 673. 1403

by: Will Rubio Title: Business Development Manager
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named Will Rubio on

this the 4th day of November, 2013.



[Handwritten Signature]
Notary Public in and for
the State of Texas

BIDDER MUST RETURN THIS PAGE WITH OFFER

ThyssenKrupp**ThyssenKrupp Elevator Americas**

ThyssenKrupp Elevator Corporation
14820 Tomball Prkwy Ste. 190
Houston, TX 77086

Deborah L. Clark
IFB 13-026/JW
Term Contract for Elevator Maintenance and Repair
For Jefferson County
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

11-05-13 A22-029 CEDL

October 30, 2013

Karen Stewart
Assistant Purchasing Agent
Jefferson County Purchasing Department
1149 Pear Street, 1st Floor
Beaumont, Texas 77701

Re: Jefferson County Drainage District No. 7
Ditch Improvements (Rhodair Lateral 3A)
IFB 13-019/KJS
Recommendation of Award

Dear Ms. Stewart:

Bids were received on the Jefferson County Drainage District No. 7 Ditch Improvements, Rhodair Lateral 3, project on August 27, 2013. Four (4) bids were received. The base bids and construction times were as follows:

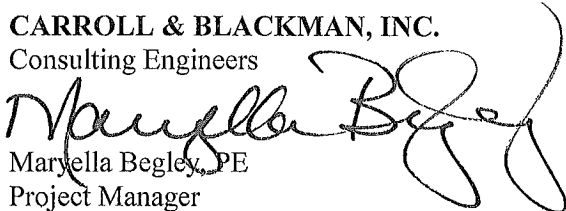
	<u>Base Bid & Alternates</u>	<u>Construction Time</u>
BDS Constructors, LLC (MK Constructors)	\$ 988,083.00	180 Working Days
Simco Enterprises	\$1,066,810.00	275 Working Days
Placo, Ltd.	\$1,407,588.88	220 Working Days
Allco	\$1,161,503.55	180 Working Days

BDS Constructors, LLC operating as MK Constructors was the low bidder at \$988,083.00 with the shortest time to construct the project, 180 Working Days. The bids have been reviewed and no errors found. It is recommended, therefore, that the County award the Jefferson County Drainage District No. 7 Ditch Improvements, Rhodair Lateral 3A, project, Contract No. DRS010219 Project No. P00940B to BDS Constructors, LLC operating as MK Constructors for the bid total amount of \$988,083.00.

If you have any questions, please feel free to call.

Sincerely,

CARROLL & BLACKMAN, INC.
Consulting Engineers


Maryella Begley, PE
Project Manager

cc: Beth Waxman, Waxman and Associates
Ralph Mitchell, Jefferson County Drainage District No. 7

Project: Airport T-Hangar Pavement Rehabilitation

CONTRACT

This agreement made this 12th day of NOVEMBER, 2013 by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and APAC TEXAS, INC. his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the pavement improvements as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in 30 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are

free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

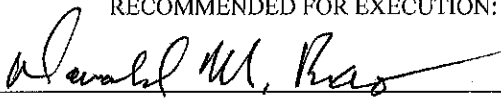
COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:



Director of Engineering

CONTRACTOR

Party of the Second Part

APAC-TEXAS, INC.

By:  ASST. SECRETARY
(Title)

By: _____
(Title)

ATTACHMENT A

IFB 13-024/JW

Term Contract for Morgue Transport Service for Jefferson County

Bid Opening: October 29, 2013

Final Tabulation

	BJ Transport Service 2542 Nall Street Port Neches, TX 77651 Attention: Mr. Bradley W. Corley 409-724-5812 phone 409-722-4251 fax bwcgfd103@aol.com	Broussard's Mortuary 2000 McFaddin Beaumont, TX 77701 Attention: Mr. Jim Broussard 409-832-1621 phone 409-832-1623 fax info@broussards1889.com
	Rate Per Trip to Transport Decedents	Rate Per Trip to Transport Decedents
Initial Contract Year (2013-2014)	\$250.00	\$650.00
Renewal Year 1 (2014-2015)	\$250.00	\$650.00
Renewal Year 2 (2015-2016)	\$250.00	\$650.00
Renewal Year 3 (2016-2017)	\$275.00	\$650.00
Renewal Year 4 (2017-2018)	\$275.00	\$650.00

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:

BJ Transport Service
Company Name

For clarification of this offer, contact:

2542 Nall Street
Address

Bradley W. Corley
Name

Port Neches Tx 77651
City State Zip

409 724 5812 409 722 4251
Phone Fax

Bradley W. Corley
Signature of Person Authorized to Sign

Bwcfld103@Aol.com
E-mail

Bradley W. Corley
Printed Name

OWNER
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Morgue Transport Service 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. 13-024/JW, Term Contract for Morgue Transport Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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.

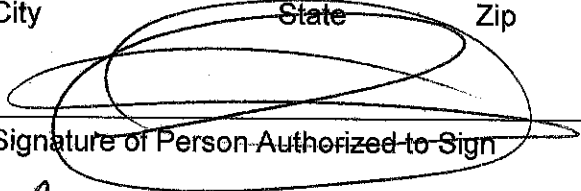
We acknowledge receipt of the following amendment(s): 1, 2, _____.

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

Sweet Southern Sound
Company Name

PO box 5854
Address

Deerport TX 77726
City State Zip


Signature of Person Authorized to Sign

Clinton Hill
Printed Name

owner
Title

For clarification of this offer, contact:

Clinton Hill
Name

409-242-0422
Phone Fax

clint.hill@sweetsouthern.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 13-025/KJS Ford Park Arena House Public Address System for Jefferson County

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

This contract shall henceforth be referred to as Contract No: IFB 13-025/KJS Contract for Ford Park Arena House Public Address System for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

ATTACHMENT B

IFB 13-021/JW

Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County Final Bid Tabulation

	Catalog Discount
AOSS Medical Supply	30%
Certified Laboratories	10%
Hygeia Enviro Clean	25%
ICS Jail Supplies	5%
JanPak	20%
Matera Paper Co.	25%
Professional Polish	30% discount on all Machines, with the exception of Scrubbers at 20% Discount.
Sanitary Supply Co.	20%

AOSS Medical Supply

4971 Central Avenue
Monroe, LA 71203
318-325-8290 phone
lpruettaoss@aol.com

Certified Laboratories

A Division of NCH Corporation
2727 Chemsearch Blvd
Irving, TX 75062
972-438-0241 phone
certifiedlbr.biddepartment@nch.com
orders@nch.com

Hygeia Enviro Clean, Inc.

7550 College Street
Beaumont, TX 77707
409-866-2354 phone
info@hygeia.com

ICS Jail Supplies, Inc.

P.O. Box 21056
Waco, TX 76702
800-524-5427 phone
254-751-0299 fax
sales@icswaco.com

JanPak

3915 Twin City Hwy
Port Arthur, TX 77642
409-722-9900 phone
powens@janpak.com

Matera Paper Company, Inc.

1809 Brittmore Road
Houston, TX 77043
800-700-0260 phone

Professional Polish, Inc.

5450 E. Loop 720 South
Fort Worth, TX 76119
817-572-7353 phone
derek@professionalpolish.com

Sanitary Supply Company, Inc.

6790 College Street
Beaumont, TX 77707
409-866-2305 phone
sanitary@swbell.net

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

To Jefferson County:

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

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

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

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

AOSS Medical Supply
Company Name

For clarification of this offer, contact:

4971 Central Ave.
Address

Linda Liew
Name

Monroe LA 71203
City State Zip

318-325-8290 318-325-8299
Phone Fax

Linda Liew
Signature of Person Authorized to Sign

lpruettaoss@aol.com
E-mail

Linda Liew
Printed Name

President
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

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

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

To Jefferson County:

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

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

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

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

CERTIFIED LABORATORIES,
Company Name NCH CORP.
P.O. BOX 2493
FORT WORTH, TX 76113-2493

Address

City State Zip

A.M. Setford
Signature of Person Authorized to Sign

A.M. Setford
Printed Name

Bid Manager
Title

For clarification of this offer, contact:

A.M. Setford

Name

972 438 0241 972 438 0634

Phone Fax

certified labs, bid department@nch.com

E-mail
- or - orders@nch.com

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

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

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

To Jefferson County:

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

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

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

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

Hygeia Enviro Clean, Inc.
Company Name

For clarification of this offer, contact:

7550 College Street
Address

Cynthia Luquette
Name

Beaumont Tx 77707
City State Zip

409-866-2354 409-866-9530
Phone Fax

Cynthia Luquette
Signature of Person Authorized to Sign

Cynthia1@hygeiaec.com
E-mail

Cynthia Luquette
Printed Name

General Manager
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

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

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

To Jefferson County:

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

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

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

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

ICS Jail Supplies
Company Name

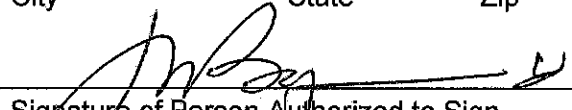
For clarification of this offer, contact:

PO Box 21056
Address

JM Bogan III
Name

Waco TX 76702
City State Zip

800-524-5427 254-751-0299
Phone Fax


Signature of Person Authorized to Sign

bids@icswaco.com
E-mail

JM Bogan III
Printed Name

Vice President
Title

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

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

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

To Jefferson County:

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

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

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

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

JANPAK

Company Name

3915 Twin City Hwy

Address

Port Arthur, Tx. 77642

City State Zip

Phil Owens

Signature of Person Authorized to Sign

Phil Owens

Printed Name

V.P. G.M.

Title

For clarification of this offer, contact:

Phil Owens

Name

409-722-9900 - 409-962-4982

Phone Fax

POWENS@JANPAK.COM

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

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

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

To Jefferson County:

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

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

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

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

MATERA PAPER COMPANY, INC.

Company Name

1809 BRITTMORE ROAD

Address

HOUSTON, TX 77043

City State Zip

Natalie A. Picazo

Signature of Person Authorized to Sign

NATALIE A. PICAZO

Printed Name

SALES CONSULTANT

Title

For clarification of this offer, contact:

NATALIE A. PICAZO

Name

409-896-2209

Phone

409-727-3054

Fax

NataliePicazo@materapaper.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

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

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

To Jefferson County:

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

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

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

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

PROFESSIONAL POLISH INC
Company Name

For clarification of this offer, contact:

5450 E. LOOP 820 SOUTH
Address

DEREK PEARSE
Name

FORT WORTH TX 76119
City State Zip

817 572 7353 817 561 6193
Phone Fax


Signature of Person Authorized to Sign

DEREK@PROFESSIONALPOLISH.COM
E-mail

DEREK PEARSE
Printed Name

GOVERNMENT SALES MANAGER
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

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

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Offer to Contract

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

To Jefferson County:

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

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

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

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

Sanitary Supply Company, Inc.

For clarification of this offer, contact:

Company Name

Larry Grantham

6790 College Street

Name

Address

Beaumont TX 77707

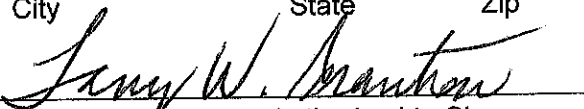
409-866-2305

409-866-8959

City State Zip

Phone

Fax



sanitary@swbell.net

Signature of Person Authorized to Sign

E-mail

Larry W. Grantham

Printed Name

President

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

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

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

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Project: Keith Lake Park Boat Ramp

CONTRACT

This agreement made this 12th day of November, 2013, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and Shirley & Sons construction Co. his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the park improvements as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning Nov. 6, 2013.

The work to be constructed under this contract shall be completed in 80 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have

been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

Laurel M. Rao

Director of Engineering

CONTRACTOR

Party of the Second Part

Shirley & Sons Construction Co. Inc.

By: *Ronald Shirley*

(Title)

By: *Ann O Shirley*

(Title)

ATTEST _____
DATE _____



JEFFERSON COUNTY
Engineering Department

MEMORANDUM

To: Deb Clark

Date: November 6, 2013

From: Donald M. Rao *DMR*

Subject: Agenda Item for November 12, 2013--**Bridge Replacement on Lawhon Road at Green Pond Gully**

- Consider and possibly approve a **Thirty (30) Day Extension of Time** to the contract (IFB 13-007/JW) with **Tom-Mac, Inc.** for the Bridge Replacement on Lawhon Road at Green Pond Gully. This will not increase the total cost to the contract.

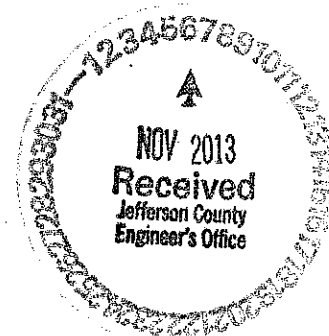
Call if you have any questions.

DMR/rn
Attachment

Tom-Mac, Inc.
P.O.Box 262541
Houston, Texas 77207
713-991-7317 Fax 713-991-7364

November 5, 2013

Jefferson County, Texas
Jefferson County Engineering
1149 Pearl St. 5th Floor
Beaumont, Texas 77701



Project: 1FB13-007/JW

Bridge Replacement on Lawhorn Rd. at Green Pond Gully

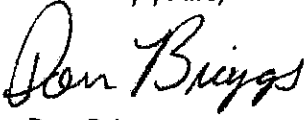
Reference: Extension of Time

Attention: Mr. Don Rao, Director Engineering

Mr. Rao as of November 8 our contract time will end on this project. We have been experiencing abnormal wet weather in completing our road work, unable to complete our fill dirt work, base and asphalt which is critical in completing this project. We have at least approximately 29 days of inclement weather. I'm asking for a thirty (30 day) extension of time (weather permitting) to complete this project.

Your consideration in this matter would be greatly appreciated.

Sincerely yours,

A handwritten signature in cursive script that reads "Don Briggs". The signature is written in dark ink and is positioned above the printed name.

Don Briggs

Tom-Mac, Inc.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT II TO CONTRACT

October 23, 2013

Aattaboy Termite & Pest Control, Inc.
 5320 Groman Rd.
 Beaumont, TX 77705
 Attention: Mr. Andrew M. Kennedy

Dear Mr. Kennedy:

This letter will serve as Amendment 2 (two) to contract IFB 09-109/KJS, Term Contract for Pest Control Services for Jefferson County.

Amendment II (two) will add quarterly treatment for The Jefferson County Marine Unit located at 5960 S.1st Street, Sabine Pass, Texas 77655 for the price of \$55.00 quarterly.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail (jwest@co.jefferson.tx.us).


 Aattaboy Termite & Pest Control, Inc.

10/30/13
 Date

 Jeff R. Branick
 Jefferson County Judge

 Date

Aattaboy!



Termite & Pest Control, Inc.

"Choose us & find out why our customers say Aattaboy!"

5320 Gorman Rd., Beaumont, TX 77705 * 409.722.3134 (Office) 409.722.1018 (Fax)
TPCL# 11907

October 21, 20123

Jefferson County
Marine Unit
5960 S. 1st Ave
Sabine Pass, TX 77655

First and foremost, thank you for allowing Aattaboy Termite & Pest Control, Inc. to submit a quote for your pest control needs.

We propose Quarterly Pest Control @ 55.00 per service.

The Treatment would cover the following Pests: roaches, ants, rodents, silverfish, spiders, and general house hold pests.

If you have any questions, please call our office at 409-722-3134.

Thank You,

Dodie LeBlanc
Office Manager



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

A handwritten signature in black ink, appearing to be "DC", is written over the name "Deborah Clark" in the "From:" field.

Date: October 29, 2013

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of 1994 Chevrolet C3500 Pickup Truck VIN # 1GPJC34K6RE270735 from Road & Bridge 2 to Jack Brooks Regional Airport as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING
	PROPERTY			PROPERTY
1994 CHEVROLET PICKUP TRUCK	ROAD & BRIDGE #2	1GPJC34K6RE270735	29584	AIRPORT


Approved by Commissioners' Court: _____



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: November 6, 2013
Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday December 7, 2013 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION

December 7, 2013

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CRIMINAL DISTRICT COURT	1-BX. VERNON'S TEXAS CODES ANNOTATED BOOKS		
<i>contact person: Sylvia Moore/Purchasing</i>			
DRUG IMPACT COURT	CHAIR		15362
<i>contact person: Dolly McPhillips</i>			
TAX OFFICE - BEAUMONT	TAN METAL CHAIR		9252
TAX OFFICE - BEAUMONT	DESK		6641
TAX OFFICE - BEAUMONT	DESK		9201
TAX OFFICE - BEAUMONT	DESK		6694
<i>contact person: Debbie Bevilacqua</i>			
HEALTH & WELFARE I	2 . WOODEN BOOK SHELVES		
<i>contact person: Rachel Dragulski</i>			
SHERIFF	WOODEN CREDENZA W/DESK		
<i>contact person: Tonja Voorties</i>			
CHILD WELFARE	MAGNAVOX TV/VCR		
<i>contact person: Sylvia Moore/Purchasing</i>			

Approved by Commissioners' Court: _____

**JEFFERSON COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2013**

\$1,340,000

	<u>Document No.</u>
Opinions of Co-Bond Counsel	1
General Certificate of the County	2
Certificate of Assessed Valuation	3
Certified Copy of Order Authorizing Refunding Bonds	4
Letter to Paying Agent of Refunded Obligations	5
Term Sheet	6
Bid of Purchasers	7
Officer's Pricing Certificate	8
Private Placement Letter Agreement	9
Deposit Agreement	10
Signature Identification Certificate of Escrow Agent	11
Certificate of Financial Advisor Regarding Escrow Sufficiency	12
Paying Agent/Registrar Agreement	13
Signature Identification and No-Litigation Certificate	14
Attorney General's Opinion and Comptroller's Registration Certification	15
Receipt of Escrow Agent	16
Closing Certificate of the County	17
Certificate as to Debt Service Schedule and Debt Service Savings	18
Reliance Opinions of Co-Bond Counsel	19

Federal Tax Certificate	20
Specimen of Bonds	21
Form 8038-G	22
Certificate for Texas Bond Review Board	23
Receipt of Paying Agent	24
Closing Letter	25
Order Authorizing Refunded Obligations	26

Opinions of Co-Bond Counsel

:

1

Creighton, Fox, Johnson & Mills, PLLC

Lance C. Fox
Partner

Email: lef@cfjmlaw.com

Attorneys at Law

P.O. Box 5607, Beaumont, Texas 77726-5607
3535 Calder, Suite 310 77706

Phone (409) 833-0062 | Fax (409) 833-0084
www.cfjmlaw.com

Other Offices:

1601 Rio Grande, Suite 330

Austin, TX 78701

Phone (512) 457-8797

Fax (512) 457-8792

No. 1

October 29, 2013

WE HAVE ACTED as co-bond counsel for Jefferson County, Texas (the "County"), in connection with an issue of bonds (the "Bonds") described as follows:

JEFFERSON COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2013, in the total authorized aggregate amount of \$1,340,000, dated October 1,
2013.

The Bonds mature, bear interest, and may be transferred and exchanged as set out in the Bonds and in the order adopted by the Commissioners Court of the County authorizing their issuance (the "Order") and in the Officer's Pricing Certificate executed by the County Auditor of the County pursuant to the Order.

WE HAVE ACTED as co-bond counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes, and with respect to the defeasance of the obligations being refunded (the "Refunded Obligations"). We have not been requested to investigate or to verify and have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the transcript of certified proceedings described in the following paragraph. We have not assumed any responsibility with respect to the financial condition or capabilities of the County or the disclosure thereof in connection with the sale of the Bonds.

IN OUR CAPACITY as co-bond counsel, we have participated in the preparation of and have examined a transcript of certified proceedings pertaining to the Bonds and the bonds being refunded (on which we have relied in giving our opinion) and which contains certified copies of certain proceedings of the County and The Bank of New York Mellon Trust Company, N.A. (the "Refunded Obligations Paying Agent"), the Deposit Escrow Agreement dated as of October 1, 2013 (the "Escrow Agreement"), between the County and the Refunded Obligations Paying Agent, customary certificates of officers, agents and representatives of the County, the Refunded Obligations Paying Agent and other public officials and other certified showings relating to the authorization and issuance of the Bonds and the firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations. We have also examined executed Bond Number I-1 of this issue. In rendering our opinion with respect to the defeasance of the Refunded Obligations, we have relied upon the

verifications contained in a certificate from the County's financial advisor as to the sufficiency of the cash and investments deposited pursuant to the Deposit Escrow Agreement for the purpose of paying the principal of, redemption premium, if any, and interest on the Refunded Obligations.

BASED ON SUCH EXAMINATION, IT IS OUR OPINION that:

(1) The transcript of certified proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the Constitution and laws of the State of Texas presently effective and that therefore the Bonds constitute valid and legally binding obligations of the County, and that taxable property in the County is subject to the levy of ad valorem taxes, within the limits prescribed by law, to pay the Bonds and interest thereon; and

(2) Firm banking and financial arrangements have been made for the discharge and final payment of the Refunded Obligations pursuant to a Deposit Escrow Agreement entered into between the County and the Refunded Obligations Paying Agent and effective on the date of delivery of the Bonds, and that therefore the Refunded Obligations are deemed to be fully paid from the funds provided therefore in the Deposit Escrow Agreement and have been defeased.

THE RIGHTS OF THE HOLDERS of the Bonds are subject to the applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

IT IS OUR FURTHER OPINION that, except as discussed below, (i) interest on the Bonds is excludable from the gross income of the owners for federal income tax purposes under the statutes, regulations, publishing rulings and court decisions existing on the date of this opinion, (ii) the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual or corporate alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code"), and (iii) and the County has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.. In expressing the aforementioned opinions, we have relied on the aforementioned certificate of the County's financial advisor, and we have further relied on, and assumed compliance by the County with, certain representations and covenants regarding the use and investment of the proceeds of the Bonds. We call your attention to the fact that failure by the County to comply with such representations may cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state or local tax consequences of acquiring, owning or disposing of the Bonds.

WE CALL TO YOUR ATTENTION TO THE FACT that the interest on tax-exempt obligations, such as the Bonds, is includable in a corporation's alternative minimum taxable income for purposes of determining the alternative minimum tax imposed on corporations by section 55 of the Code.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

Owners of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. In addition, certain foreign corporations doing business in the United States may be subject to the new "branch profits tax" on their effectively-connected earnings and profits (including tax-exempt interest such as interest on the Bonds).

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon review of existing law and in reliance upon representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the County as the taxpayer. We observe that the County has covenanted in the Order not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

CREIGHTON, FOX, JOHNSON & MILLS, PLLC

Creighton, Fox, Johnson & Mills, PLLC

October 29, 2013

Re: Jefferson County, Texas \$1,340,000 General Obligation Refunding Bonds, Series 2013

WE HAVE ACTED as co-bond counsel for Jefferson County, Texas (the "County"), in connection with an issue of bonds (the "Bonds") described as follows:

JEFFERSON COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013, in the total authorized aggregate amount of \$1,340,000, dated October 1, 2013.

The Bonds mature, bear interest, and may be transferred and exchanged as set out in the Bonds and in the order adopted by the Commissioners Court of the County authorizing their issuance (the "Order") and in the Officer's Pricing Certificate executed by the County Auditor of the County pursuant to the Order.

WE HAVE ACTED as co-bond counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes, and with respect to the defeasance of the obligations being refunded (the "Refunded Obligations"). We have not been requested to investigate or to verify and have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the transcript of certified proceedings described in the following paragraph. We have not assumed any responsibility with respect to the financial condition or capabilities of the County or the disclosure thereof in connection with the sale of the Bonds.

IN OUR CAPACITY as co-bond counsel, we have participated in the preparation of and have examined a transcript of certified proceedings pertaining to the Bonds and the bonds being refunded (on which we have relied in giving our opinion) and which contains certified copies of certain proceedings of the County and The Bank of New York Mellon Trust Company, N.A. (the "Refunded Obligations Paying Agent"), the Deposit Escrow Agreement dated as of October 1, 2013 (the "Escrow Agreement"), between the County and the Refunded Obligations Paying Agent, customary certificates of officers, agents and representatives of the County, the Refunded Obligations Paying Agent and other public officials and other certified showings relating to the authorization and issuance of the Bonds and the firm banking and financial arrangements for the

GERMER PLLC

550 FANNIN SUITE 400 BEAUMONT, TX 77701
Or P.O. BOX 4915 BEAUMONT, TX 77704
PHONE: 409.654.6700 • FAX: 409.835.2115

discharge and final payment of the Refunded Obligations. We have also examined executed Bond Number I-1 of this issue. In rendering our opinion with respect to the defeasance of the Refunded Obligations, we have relied upon the verifications contained in a certificate from the County's financial advisor as to the sufficiency of the cash and investments deposited pursuant to the Deposit Escrow Agreement for the purpose of paying the principal of, redemption premium, if any, and interest on the Refunded Obligations.

BASED ON SUCH EXAMINATION, IT IS OUR OPINION that:

(1) The transcript of certified proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the Constitution and laws of the State of Texas presently effective and that therefore the Bonds constitute valid and legally binding obligations of the County, and that taxable property in the County is subject to the levy of ad valorem taxes, within the limits prescribed by law, to pay the Bonds and interest thereon; and

(2) Firm banking and financial arrangements have been made for the discharge and final payment of the Refunded Obligations pursuant to a Deposit Escrow Agreement entered into between the County and the Refunded Obligations Paying Agent and effective on the date of delivery of the Bonds, and that therefore the Refunded Obligations are deemed to be fully paid from the funds provided therefore in the Deposit Escrow Agreement and have been defeased.

THE RIGHTS OF THE HOLDERS of the Bonds are subject to the applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

IT IS OUR FURTHER OPINION that, except as discussed below, (i) interest on the Bonds is excludable from the gross income of the owners for federal income tax purposes under the statutes, regulations, publishing rulings and court decisions existing on the date of this opinion, (ii) the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual or corporate alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code"), and (iii) and the County has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.. In expressing the aforementioned opinions, we have relied on the aforementioned certificate of the County's financial advisor, and we have further relied on, and assumed compliance by the County with, certain representations and covenants regarding the use and investment of the proceeds of the Bonds. We call your attention to the fact that failure by the County to comply with such representations may cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state or local tax consequences of acquiring, owning or disposing of the Bonds.

WE CALL TO YOUR ATTENTION TO THE FACT that the interest on tax-exempt obligations, such as the Bonds, is includable in a corporation's alternative minimum taxable income

for purposes of determining the alternative minimum tax imposed on corporations by section 55 of the Code.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

Owners of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. In addition, certain foreign corporations doing business in the United States may be subject to the new "branch profits tax" on their effectively-connected earnings and profits (including tax-exempt interest such as interest on the Bonds).

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent or legal judgment based upon review of existing law and in reliance upon representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the County as the taxpayer. We observe that the County has covenanted in the Order not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

Yours very truly,

GERMER PLLC



General Certificate of the County

2

GENERAL CERTIFICATE

THE STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

We, the undersigned County Judge, County Treasurer and County Clerk of Jefferson County, Texas, do hereby make and execute this certificate for the benefit of the Attorney General of the State of Texas and all other persons interested in the County's \$1,340,000 General Obligation Refunding Bonds, Series 2013, now in the process of issuance. We certify as follows:

1. That the following named persons now constitute the officers and members of the Commissioners Court of the County:

Jeff Branick	County Judge
Eddie Arnold	Commissioner, Precinct 1
Brent Weaver	Commissioner, Precinct 2
Michael Sinegal	Commissioner, Precinct 3
Everette "Bo" Alfred	Commissioner, Precinct 4
Carolyn Guidry	County Clerk

2. That Tim Funchess is the County Treasurer of the County.

3. That J. Shane Howard is Tax Assessor-Collector of the County.

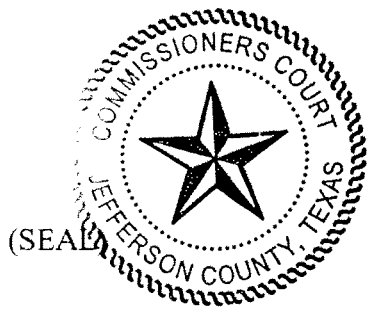
4. That after issuance of the Bonds and the defeasance of the certificates of obligation being refunded with the proceeds of the Bonds, the total amount of all outstanding bonded indebtedness of the County payable from ad valorem taxes will be \$49,360,000.

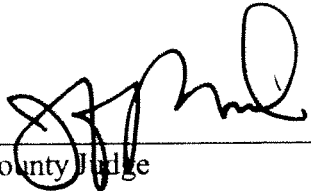
5. We certify that the County is not in default as to any covenant, condition or obligation contained in any order authorizing the issuance of the County's outstanding bonds or certificates of obligation.

6. We certify that the County has sufficient funds available to pay the February 1, 2014 interest payment and the August 1, 2014, interest and principal payment required with respect to the Bonds.

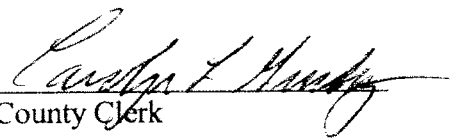
[The remainder of this page has intentionally been left blank.]

WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE COUNTY, this 26th day of September, 2013.






County Judge



County Clerk



County Treasurer

Certificate of Assessed Valuation

3

CERTIFICATE OF ASSESSED VALUATION

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

The undersigned, as the duly appointed, qualified and acting Tax Assessor-Collector of Jefferson County, Texas, does hereby certify that the following is a true and correct statement of the assessed valuation of taxable property within the County as shown by the duly approved assessment rolls for the year 2013, which are the last approved assessment rolls on file in my office, to-wit:

\$ 25,907,112,776

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COUNTY this 27 day of September, 2013.



Tax Assessor-Collector
JEFFERSON COUNTY, TEXAS

(SEAL)

Certified Copy of Order Authorizing Refunding Bonds

4

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

We, the undersigned officers of the Commissioners Court of Jefferson County, Texas, hereby certify as follows:

1. The Commissioners Court of Jefferson County, Texas, convened at a regularly scheduled meeting of said Court at the County Courthouse in Beaumont, Texas, on the 9th day of September, 2013, and the roll was called of the duly constituted officers and members of said Court, to-wit:

Jeff Branick	County Judge
Eddie Arnold	Commissioner, Precinct 1
Brent Weaver	Commissioner, Precinct 2
Michael Sinegal	Commissioner, Precinct 3
Everette "Bo" Alfred	Commissioner, Precinct 4
Carolyn Guidry	County Clerk

and all of said persons were present, except the following absentee(s): NONE, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

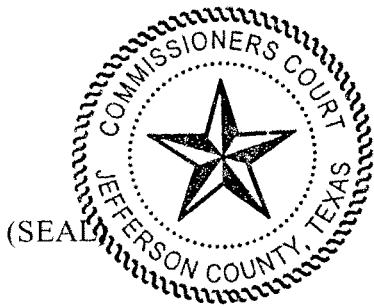
ORDER AUTHORIZING THE ISSUANCE OF THE JEFFERSON COUNTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013; AUTHORIZING THE REDEMPTION AND CURRENT REFUNDING OF CERTAIN CERTIFICATES OF OBLIGATION AND THE EXECUTION AND DELIVERY OF A DEPOSIT ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES; DELEGATING AUTHORITY TO CERTAIN COUNTY OFFICIALS UNDER SECTION 1207.007 OF THE TEXAS GOVERNMENT CODE; AND CONTAINING OTHER MATTERS RELATED THERETO

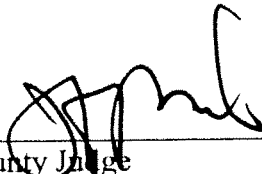
was duly introduced for the consideration of the Commissioners Court and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: All members shown present above voted Aye.
 NOES: None.

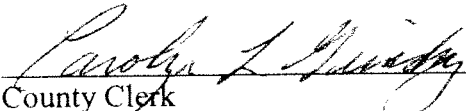
2. That a true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said order has been duly recorded in the Commissioners Court's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein; that each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551 et seq., Texas Government Code Annotated.

SIGNED and SEALED this 7th day of October, 2013.





County Judge



County Clerk

ORDER AUTHORIZING THE ISSUANCE OF THE JEFFERSON COUNTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013; AUTHORIZING THE REDEMPTION AND CURRENT REFUNDING OF CERTAIN CERTIFICATES OF OBLIGATION AND THE EXECUTION AND DELIVERY OF A DEPOSIT ESCROW AGREEMENT AND THE SUBSCRIPTION FOR AND PURCHASE OF CERTAIN ESCROWED SECURITIES; DELEGATING AUTHORITY TO CERTAIN COUNTY OFFICIALS UNDER SECTION 1207.007 OF THE TEXAS GOVERNMENT CODE; AND CONTAINING OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the Commissioners Court of Jefferson County, Texas (the "County") has heretofore issued its Certificates of Obligation, Series 2003B (the "Refunded Obligations"), and now desires to currently refund all of the outstanding Refunded Obligations in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes the County to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing directly with any paying agent for the Refunded Obligations or with an authorized escrow agent designated by the County the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the County now desires to call certain of the Refunded Obligations for redemption, current refunding and defeasance prior to their maturities; and

WHEREAS, the County also desires to authorize the execution of a deposit agreement with the Escrow Agent hereinafter designated in order to provide for the deposit of proceeds of the refunding bonds to pay and redeem the Refunded Obligations; and

WHEREAS, upon issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposits, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be discharged, terminated and defeased; and

WHEREAS, pursuant to Section 1207.007, Texas Government Code, the County desires to delegate the authority to effect the sale of the Bonds to each of the County Judge and the County Auditor;

WHEREAS, the refunding bonds will be issued as current interest bonds as hereinafter provided;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

1. CONSIDERATION AND EFFECT OF PREAMBLE. The matters and facts contained in the preamble to this Order are hereby found to be true and correct, and it is hereby found and determined that issuance of the refunding bonds described herein will benefit the County by providing a savings in debt service, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations, and that the issuance of the refunding bonds is in the best interest of the County.

2. DEFINITIONS. Throughout this Order, the following terms and expressions as used herein shall have the meanings set forth below:

The term "Bonds" or "Series 2013 Bonds" shall mean the Jefferson County, Texas, General Obligation Refunding Bonds, Series 2013 authorized in this Order, unless the context clearly indicates otherwise.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "County" shall mean Jefferson County, Texas.

The term "County Auditor" shall mean **Patrick Swain**, and any successor County Auditor of the County.

The term "County Judge" shall mean **Jeff Branick**, and any successor County Judge of the County.

The term "Escrow Agent" shall mean **The Bank of New York Mellon Trust, Company, N.A.**, Dallas, Texas, the current paying agent of the Refunded Obligations.

The term "Deposit Agreement" shall mean the Deposit Agreement between the County and the Escrow Agent relating to the Refunded Obligations, as authorized in Section 25 of this Order.

The term "Interest Payment Date", when used in connection with any Bond, shall mean February 1, 2014 (unless a different initial date is authorized in the Officer's Pricing Certificate), and each February 1 and August 1 thereafter until maturity of such Bond.

The term "Officer's Pricing Certificate" shall mean the certificate to be executed by the County Judge or the County Auditor pursuant to Section 5 hereof.

The term "Order" shall mean this order authorizing the Bonds.

The term "Owner" shall mean any person or entity who shall be the registered owner of any outstanding Bonds.

The term "Paying Agent" shall mean the Registrar.

The term "Pricing Officer" means each of the County Judge and County Auditor.

The term "Purchaser" shall mean the purchaser or purchasers of the Bonds identified and approved in the Officer's Pricing Certificate.

The term "Record Date" shall mean January 15 for the interest payments due on February 1 and July 15 for the interest payments due on August 1.

The term "Refunded Obligations" shall mean the County's Certificates of Obligation, Series 2003B, maturing on August 1 in the years 2014 through 2018 in the aggregate principal amount of \$1,285,000.

The term "Register" shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

The term "Registrar" shall mean **The Bank of New York Mellon Trust Company, N.A.**, Dallas, Texas, and its successors in that capacity, unless a different Registrar is designated for any series of Bonds by the Pricing Officer in the Officer's Pricing Certificate.

The term "Series 2013 Bonds Interest and Sinking Fund" shall mean the interest and sinking fund established for the Bonds by the County pursuant to Section 18 of this Order.

The term "Purchaser" shall mean the purchaser or purchasers who purchases the Bonds as identified, approved and authorized in the Officer's Pricing Certificate.

3. AUTHORIZATION. The Bonds shall be issued in fully registered form, without coupons, in the total authorized aggregate amount not to exceed ONE MILLION THREE HUNDRED FORTY-FIVE DOLLARS (\$1,345,000.00) for the purpose of (i) currently refunding and defeasing the Refunded Obligations, and (ii) paying costs of issuance of the Bonds.

4. DESIGNATION, DATE AND INTEREST PAYMENT DATE. The Bonds shall be designated as the "JEFFERSON COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013", and shall be dated October 1, 2013, unless a different dated date is otherwise established and provided for in the Officer's Pricing Certificate. The Bonds shall mature not later than August 1, 2018, on the maturity date in each of the years and in the amounts set out in

the Officer's Pricing Certificate and shall bear interest at the interest rates set forth in the Officer's Pricing Certificate payable on each February 1 and August 1 commencing on February 1, 2014 (unless a different initial interest payment date is authorized and set forth in the Officer's Pricing Certificate). The Bonds shall initially be evidenced by one bond for each maturity, numbered I-1 and upward (herein referred to as the "Initial Bonds") as shown in the Officer's Pricing Certificate. Definitive Series Bonds delivered on transfer of or in exchange for the initial or other Bonds shall be numbered from R-1 upward in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, shall mature on the same date and bear interest at the same rate as the Bonds in lieu of which they are delivered. Interest on the Bonds at such rates as shown in the Officers Pricing Certificate shall be payable in the manner provided and in the FORM OF BONDS set forth in Section 16(a) of this Order.

5. SELLING AND DELIVERING THE BONDS. As authorized by Section 1207.007, Texas Government Code, as amended, the County Judge and the County Auditor are hereby each authorized, acting alone and without the necessity of the joinder or approval of the other, to act on behalf of the County as the Pricing Officers in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including without limitation determining the price at which the Bonds will be sold, the bond date and initial interest payment date for the Bonds, the final form in which the Bonds shall be issued, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the dates, prices and terms upon and at which the Bonds shall be subject to any mandatory sinking fund redemption provisions for the Bonds, the manner of redemption of the Refunded Obligations, any change or modification in the selection of the purchaser or purchasers of the Bonds and the terms of such purchase to be completed and set forth in a Private Placement Letter Agreement in the form and on the terms determined and approved by the Pricing Officer, the designation of the Registrar for the Bonds, and all other matters relating to the issuance, sale and delivery of the Bonds, including the refunding of the Refunded Obligations, all of which shall be specified in the Officers' Pricing Certificate; provided that:

- (i) the price to be paid for the Bonds shall not to be less than 90% of the aggregate original principal amount of the current interest bonds plus accrued interest thereon from their date to their delivery;
- (ii) none of the Bonds shall bear interest at a rate in excess of the maximum rate allowed Chapter 1204, Texas Government Code, as amended;
- (iii) the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, must be sufficient to provide, after all original issue discount and

underwriters discount, amounts necessary to fund the costs of refunding of the Refunded Obligations and the estimated costs of issuance of the Bonds and result in a minimum net present value savings in debt service of at least three percent (3%), all of which shall be certified and set forth in an Officers Pricing Certificate.

Each Pricing Officer shall be authorized to make such determination and to execute the Officer's Pricing Certificate without the necessity of the joinder or approval of the other Pricing Officer, and such determination and act by any one Pricing Officer shall be binding upon the County.

The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days from the date of this Order. The Pricing Officer may exercise such delegation on more than one occasion during such time period. The Bonds shall be sold by negotiated sale or private placement to the Purchaser(s) named in the Officer's Pricing Certificate, at such price and with and subject to such terms as set forth in the Officer's Pricing Certificate.

6. REDEMPTION PRIOR TO MATURITY. The Bonds will not be subject to option redemption prior to maturity unless otherwise expressly provided for and authorized in the Officer's Pricing Certificate.

7. EXECUTION OF BONDS; SEAL. The Bonds shall be signed by the County Judge, countersigned by the County Clerk or Chief Deputy Clerk and registered by the County Treasurer, by their manual, lithographed, or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds. If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

8. APPROVAL BY ATTORNEY GENERAL; REGISTRATION BY COMPTROLLER. The Bonds to be initially issued shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in Section 16(b) of this Order shall be attached or affixed to the Bonds to be initially issued.

9. AUTHENTICATION. Except for the Bonds to be initially issued, which need not be authenticated by the Registrar, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in Section 16(c) of this Order, manually executed by an authorized officer of the Registrar, shall be entitled to the benefits of this Order or shall be

valid or obligatory for any purpose. Such duly executed certificates of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

10. PAYMENT OF PRINCIPAL AND INTEREST. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable, at the principal corporate trust office of the Registrar. The interest on each Bond shall be payable by check or wire transfer payable on the Interest Payment Date, mailed or sent by wire transfer by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

11. OWNERSHIP; UNCLAIMED PRINCIPAL AND INTEREST. The County, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner thereof for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of 3 years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the provisions of Texas law, including to the extent applicable, Title 6 of the Texas Property Code, as amended.

12. REGISTRATION, TRANSFER AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as the Registrar and the County may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within 72 hours after such presentation, a new Bond or Bonds registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 12. Each Bond delivered in accordance with this Section 12 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond(s) may be delivered.

The County or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

13. CANCELLATION OF BONDS. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Bonds.

14. MUTILATED, LOST OR STOLEN BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner thereof shall have:

- (1) furnished to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnished such security or indemnity as may be required by the Registrar and the County to save them harmless;
- (3) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

- (4) met any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 13 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. SPECIAL ELECTION FOR UNCERTIFICATED BONDS. Not applicable.

16. FORM. The Bonds shall be in substantially the form set forth below, including the form of Registrar's Certificate of Authentication, the form of Assignment, the form of Registration Certificate of the Comptroller of Public Accounts, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and, with the Bonds to be completed and modified with the information set forth in the applicable Officer's Pricing Certificate, and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to any applicable statement of insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the County or determined by the Pricing Officer. The Officer's Pricing Certificate may set forth the final and controlling terms of the Bonds and the final form thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond. The definitive Bonds and the Initial Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

(Face of Bond)

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF JEFFERSON

THIS BOND IS NOT SUBJECT TO OPTIONAL REDEMPTION prior to maturity.

[The Bonds maturing in the year _____ shall be issued as Term Bonds and shall be subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM BONDS DUE FEBRUARY 15, _____

<u>Date</u>	<u>Amount</u>
February 15, 20_____	\$
February 15, 20___ (Maturity)	\$

The Paying Agent shall select for redemption by lot, or by any other customary method that results in random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on the scheduled mandatory redemption date, and shall give notice of such redemption in accordance with the Bond Order. The principal amount of Term Bonds required to be mandatorily redeemed shall be reduced by the principal amount of Term Bonds which, at least 45 days prior to the mandatory redemption date, shall have been delivered to the Registrar for cancellation or shall have been optionally redeemed and not previously credited against a mandatory redemption requirement.]³

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THE BONDS ARE EXCHANGEABLE at the principal corporate trust office of the Registrar for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

NEITHER THE COUNTY NOR THE REGISTRAR shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within 45 days of the date fixed for redemption, provided that such limitation on transfer shall not be applicable to exchange by the registered owner of the unredeemed balance of a Bond called for redemption in part.

THIS BOND SHALL NOT BE VALID or obligatory for any purpose or be entitled to any benefit under the Order unless this bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate endorsed hereon or (ii) authenticated by

³ Insert this paragraph and fill-in appropriate provisions if the Officer's Pricing Certificate authorizes any Bonds to be issued as Term Bonds.

the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY HAS COVENANTED in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes within the limits prescribed by law sufficient to provide for the payment of the interest on and principal of this bond, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the County and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the County Judge, countersigned with the manual or facsimile signature of the County Clerk and registered by the manual or facsimile signature of the County Treasurer, and the official seal of the Commissioners Court has been duly impressed, or placed in facsimile, on this bond.

(SEAL)

JEFFERSON COUNTY, TEXAS

County Judge

REGISTERED:

County Treasurer

County Clerk

(b) The Initial Bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law. The registration certificate of the Comptroller of Public Accounts shall be printed on each Initial Bond and shall be in substantially the following form:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this bond has been registered by the

Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____, 2013.

XXXXXXXXXXXX
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Except for the Initial Bonds, the following form of authentication certificate shall be printed on each of the Bonds:

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond is one of the Bonds described in and delivered pursuant to the Order described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of a Series which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust Company, N.A., Registrar

By _____
Authorized Signature

Date: _____

(d) The following form of assignment shall be printed on the back of each of the Bonds:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and hereby irrevocably constitutes and appoints

_____ attorney to transfer said bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: The signatures must be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings & loan associations and credit unions with membership in an approved signature guarantee medallion program) pursuant to S.E.C. Rule 17 Ad-15.

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever

17. LEGAL OPINIONS. The respective approving opinions of Creighton, Fox, Johnson & Mills, PLLC, Beaumont, Texas, and Germer PLLC, Beaumont, Texas, may be printed on the Bonds, but errors or omissions in the printing of such opinions shall have no effect on the validity of the Bonds, whichever may be the case.

18. INTEREST AND SINKING FUND; LEVY, ASSESSMENT AND COLLECTION OF TAXES. There is hereby established a separate fund of the County to be known as the "Series 2013 Bonds Interest and Sinking Fund" which shall be kept separate and apart from all other funds of the County. The proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in the Series 2013 Bonds Interest and Sinking Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time other County taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the County sufficient to pay the current interest and principal on said Bonds as the same becomes due, full allowance being made for delinquencies and costs of collection, and said taxes when collected shall be applied to the payment of the interest on and principal of said Bonds and to no other purpose. In addition, interest accrued from the date of the Bonds until their delivery and premium, if any, is to be deposited in such fund. To pay the interest and principal payment coming due on the Bonds on February 1, 2014 and August 1, 2014, there is hereby appropriated from current funds on hand, which are certified to be on hand and available for such purpose, an amount sufficient to pay such interest and principal, and such amount shall be used for no other purpose.

19. FURTHER PROCEEDINGS. After the Bonds to be initially issued shall have been executed, it shall be the duty of the County Judge to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval by the Attorney General. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Bonds to be initially issued, the Comptroller of Public Accounts (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be printed and endorsed on the Bonds to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

Any one or more of the County Judge, County Auditor, County Treasurer, County Clerk, Chief Deputy County Clerk or County Commissioners of the County, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the County, all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Auditor, the County Treasurer, the County Clerk, Chief Deputy County Clerk, each County Commissioner, or Bond Counsel to the County, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the County whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

20. SALE OF BONDS. The Bonds shall be sold and delivered to the Purchaser on a private placement basis at a price to be set forth in the Officer's Pricing Certificate, in accordance with the terms of a Private Placement Letter Agreement in the form and on terms to be approved by the Pricing Officer. The County is hereby authorized to request proposals for the purchase of the Bonds on a private placement basis and to take all such other action necessary or appropriate in connection therewith. Each Pricing Officer is hereby authorized and directed to approve the terms of and execute the Private Placement Letter Agreement on behalf of the County, and each such Pricing Officer shall be authorized to do so acting individually and without the necessity of the joinder or approval of the other Pricing Officer, and the County Judge, County Auditor, County Treasurer, County Clerk, Chief Deputy County Clerk and all other officers, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of

the Bonds.

21. TAX EXEMPTION. (a) General Tax Covenant. The County intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code, and the applicable Treasury Regulations (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in gross income, as defined in Section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in a violation of or failure to satisfy any provision of Sections 103 and 141 through 150 of the Code and the applicable Regulations that are applicable to the Bonds. In particular, the County covenants and agrees to comply with each requirement of this Section; provided, however, that the County shall not be required to comply with any particular requirement of this Section if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) that compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. The County represents and warrants that the County shall realize present value debt service savings (determined without regard to administrative expenses) in connection with issuance of the Bonds to the extent that the proceeds thereof are used to refund the Refunded Obligations.

(b) No Private Use or Payment and No Private Loan Financing. The County shall certify, through an authorized officer, employee or agent that based upon all facts and circumstances known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been used, and that proceeds of the Refunded Obligations and the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Refunded Obligations and the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guaranty. The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and applicable regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

(d) No-Arbitrage Covenant. The County shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the County will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage

bonds" within the meaning of Section 148(a) of the Code and applicable Regulations thereunder. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Bonds (including interest or other investment income derived therefrom), regulate investments of such proceeds and amounts, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable Regulations thereunder.

(e) Arbitrage Rebate. If the County does not qualify for an exception to the requirements of Section 148(f) of the Code relating to rebate to the United States, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds, and within sixty days after the retirement of the Bonds, or on such other date as may be permitted under applicable regulations with respect to "gross proceeds" in the Escrow Fund, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into an investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(f) Information Reporting. The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with Section 149(e) of the Code and applicable regulations thereunder.

(g) Continuing Obligation. Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for so long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

(h) Record Retention. The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Obligations and the Bonds until three years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal

Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Qualified Tax-Exempt Obligations. The County hereby designates the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code. The Bonds issued are not "private activity bonds" as defined by Section 141 of the Code. After the Bonds are issued, the County and any governmental entities controlled by it will not have designated more than \$10,000,000.00 of obligations issued during calendar year 2013 as qualified tax-exempt obligations and the County and any governmental entities controlled by it reasonably anticipate that the total amount of tax-exempt obligations to be issued by the County during calendar year 2013 will not exceed \$10,000,000.00.

22. Application of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the County, be applied and used solely to (i) deposit with the Escrow Agent such amounts necessary to refund the Refunded Obligations, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the refunding of the Refunded Obligations, and (ii) to pay the costs of issuing the Bonds. Any proceeds from the Bonds remaining after making all such deposits and payments set forth above shall constitute a rounding amount and shall be deposited into the Interest and Sinking Fund.

23. Transfer of Money in the Interest and Sinking Fund Maintained for Refunded Obligations. On the date of issuance and delivery of the Bonds, amounts contained in the Interest and Sinking Fund for the Refunded Obligations are authorized to be transferred to the paying agent for the Refunded Obligations in such amount as approved by the Pricing Officer in the Officer's Pricing Certificate to be used with the proceeds of the Bonds to discharge and defease the Refunded Obligations as authorized in this Order; and after making such transfer, any remaining funds, if any, contained in the Interest and Sinking Fund for the Refunded Obligations shall be transferred to the Interest and Sinking Fund for the Bonds and shall be applied as herein provided.

24. Redemption of Refunded Obligations. Contingent upon execution of the Officer's Pricing Certificate, the County hereby irrevocably calls the following obligations of the County for redemption prior to maturity on the date set forth below (or such other alternative date if provided for in the Officer's Pricing Certificate), and authorizes and directs notice of such redemption to be given as provided in substantially the form attached hereto as **Exhibit "A"** (with such changes to this form as any official of the County may approve):

<u>Obligations To Be Redeemed</u>	<u>Redemption Date</u>
Jefferson County, Texas Certificates of Obligation, Series 2003B, Maturities 2014 through 2018	October 30, 2013

25. Refunding Deposit and Deposit Agreement. The discharge and defeasance of the Refunded Obligations shall be effectuated by depositing with **The Bank of New York Mellon Trust Company, N.A.**, Dallas, Texas (and its successors), as escrow agent (the "Escrow Agent"), proceeds from the sale of the Bonds sufficient in amount to refund the Refunded Obligations, in order to (a) carry out the refunding program designed for the County by its Financial Advisor, **US Capital Advisors LLC**, (b) minimize the County's costs of refunding, and (c) comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations. In connection therewith, the County hereby approves of the terms of and authorizes the County to enter into a Deposit Agreement with **The Bank of New York Mellon Trust Company, N.A.**, Dallas, Texas, in substantially the form attached hereto as **Exhibit "B"**, subject to such changes and modifications thereto as may be approved by any Pricing Officer or any other official of the County. The County hereby finds and determines that **The Bank of New York Mellon Trust Company, N.A.**, is a commercial bank, is authorized to serve as the escrow agent under the Deposit Agreement, and currently serves as the paying agent/registrar for the Refunded Obligations.

26. Source of Funds Used in Refunding. No money of the County other than proceeds of the Bonds and other than monies in the Debt Service Fund for the Refunded Obligations shall be used to refund the Refunded Obligations.

27. Purchase of United States Treasury Obligations. To assure the purchase of the Escrowed Securities, if any, referred to in the Deposit Agreement, the County's County Judge, County Auditor, County Treasurer, County Clerk or any other officer, and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase non-callable obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Deposit Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

28. Term Sheet. The County hereby ratifies, authorizes and approves, in connection with the sale of the Bonds, the preparation and distribution of a Term Sheet, Request for Proposal, or similar document, in order to place and sell the Bonds on a private placement basis, in such form as approved by any Pricing Officer.

29. Related Matters. To satisfy in a timely manner all of the County's obligations under this Order, the County Judge, County Auditor, County Treasurer and County Clerk, and Chief Deputy County Clerk of the County and all other appropriate officials and agents of the County are hereby authorized and directed to do any and all things necessary or convenient to carry out the terms and purposes of this Order.

30. Registrar. The form of agreement setting forth the duties of the Registrar is hereby authorized and the Pricing Officer may approve the form and terms thereof, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County

The County covenants that at all times while any Bonds are outstanding, it will provide a

commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Registrar for the Bonds. The County reserves the right to replace the Registrar or its successor at any time and from time to time with respect to the Bonds. If the Registrar is replaced by the County, the new Registrar shall accept the previous Registrar's records and act in the same capacity as the previous Registrar. Any successor Registrar shall be either a national or state banking institution or a corporation or association organized and doing business under the laws of the United States of America or any State authorized under such laws to exercise trust powers and subject to supervision or examination by Federal or State authority. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

31. Bond Counsel. The County hereby ratifies and approves of the engagement of Creighton, Fox, Johnson & Mills, PLLC, Beaumont, Texas, and Germer PLLC, to serve as co-bond counsel to the County in connection with the issuance of the Bonds. The form of agreement setting forth the duties of Co-Bond Counsel is hereby approved and the appropriate officials of the County are hereby authorized to execute such agreement on behalf of the County

32. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any County official or employee of the County or any person executing any Bonds.

33. Findings and Determinations. The Commissioners Court of the County hereby finds and determines that the facts and recitations contained in the preamble of this Order are true and correct. Further, it is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Government Code.

34. Additional Obligations. To the extent required by law, the County covenants to comply with the requirements for continuing disclosure on an ongoing basis in the manner and to the extent required by Securities and Exchange Commission ("SEC") Rule 15c2-12.

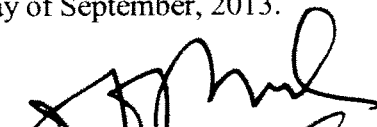
35. Defeasance and Discharge. The County may discharge its obligation to pay the principal of, redemption premium, if any, and interest on all or any portion of the Bonds in any manner now or hereafter provided by Texas law. Without limiting the generality of the foregoing, if the County shall pay or cause to be paid, or there shall otherwise be paid to the holders, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Order and the applicable Officer's Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the holders shall thereupon cease, terminate, and be discharged and satisfied.

36. Amendments. The County may amend this Order without the consent of or notice to any registered Owners in any manner not detrimental to the interests of the registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the County may, with the written consent of the holders of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Order; except that, without the consent of the registered Owners of all of the Bonds affected, no such amendment, addition, or rescission may (i) change the date specified as the date on which the principal of or any installment of interest on any Bond is due and payable, reduce the principal amount or maturity amount thereof, or the rate of interest thereon, change the place or places at or the coin or currency in which any Bond or interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required for consent to any amendment, addition, or rescission.

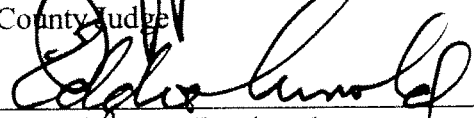
37. Partial Invalidity. If any Section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

[Signature page follows this page.]

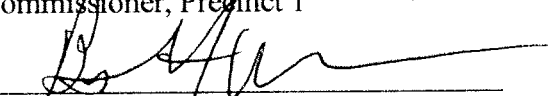
PASSED AND APPROVED this 9th day of September, 2013.



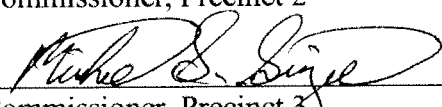
County Judge



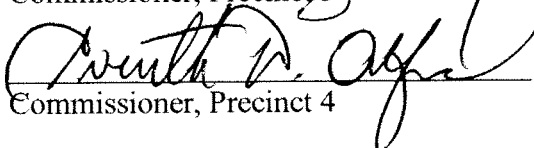
Commissioner, Precinct 1



Commissioner, Precinct 2

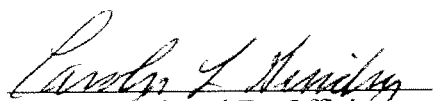


Commissioner, Precinct 3



Commissioner, Precinct 4

ATTEST:



County Clerk and Ex-Officio
Clerk of the Commissioners
Court of Jefferson County,
Texas

(SEAL)



EXHIBIT “A”

NOTICE TO HOLDERS OF JEFFERSON COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2003B

NOTICE IS HEREBY GIVEN that Jefferson County, Texas, has called the County’s Certificates of Obligation, Series 2003B, maturing on August 1 in the years 2014 through 2018, for redemption on October 30, 2013, at the redemption price hereafter stated.

Schedule of Called Certificates of Obligation

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>	<u>Call Date</u>	<u>Call Price</u>
8/1/2014	\$240,000	4.000%	473502KZ4	10/30/2013	100%
8/1/2015	\$245,000	4.000%	473502LA8	10/30/2013	100%
8/1/2016	\$255,000	4.125%	473502LB6	10/30/2013	100%
8/1/2017	\$265,000	4.250%	473502LC4	10/30/2013	100%
8/1/2018	\$280,000	4.350%	473502LD2	10/30/2013	100%

The redemption price for the above certificates of obligation is par plus accrued interest to October 30, 2013, the date fixed for redemption. Such certificates of obligation shall be redeemed and shall no longer bear interest after October 30, 2013. The redemption price for such certificates of obligation shall be paid upon presentation to The Bank of New York Mellon Trust Company, N.A., the Paying Agent, at its principal payment office in Dallas, Texas.

By Hand:

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan St., 11th Floor
Dallas, Texas 75201

By Mail:

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan St., 11th Floor
Dallas, Texas 75201

IMPORTANT NOTICE

Commencing January 1, 1984, in compliance with the Interest and Dividend Compliance Act of 1983, Paying Agents are required to withhold 31% (effective 1/1/93) of gross payments to Bondholders who fail to provide a valid taxpayer identification number on or before the date upon which bonds are presented for payment. Bondholders are additionally subject to a penalty of \$50.00 for failure to provide such number. Please provide a taxpayer identification number when presenting bonds for redemption. Please submit with your securities a substitute Form W-9 to avoid this 31% withholding from your payment.

The Bank of New York Mellon Trust Company, N.A.
As Paying Agent
Bondholder Communications () _____

Date of Notice: _____, 2013

Letter to Paying Agent of Refunded Obligations

5

September 26, 2013

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan Street, 11th Floor
Dallas, TX 75201

**RE: Redemption of the Jefferson County, Texas, Certificates of Obligation,
Series 2003B, Maturities 2014 through 2018
(the "Refunded Obligations")**

Gentlemen:

Pursuant to an order adopted by the Commissioners Court of Jefferson County, Texas (the "County") on September 9, 2013, and an Officer's Pricing Certificate executed by an authorized Pricing Officer of the County on September 26, 2013, you are hereby notified, as paying agent for the above described Refunded Obligations, that all of the Refunded Obligations will be redeemed, prior to their scheduled maturities, on October 30, 2013, in accordance with the enclosed Notice of Redemption.

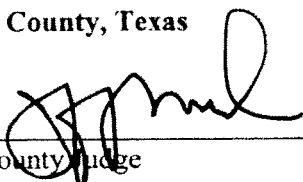
As Paying Agent for the Refunded Obligations, you are requested to send the attached Notice of Prior Redemption by first class mail, postage prepaid, to each registered owner of the Refunded Obligations at least 30 days prior to the date of redemption, and in accordance with the requirements of the order authorizing the issuance of the Refunded Obligations. You are authorized to make changes to the attached notice that are appropriate and approved by our co-bond counsel, Lance Fox of Creighton, Fox, Johnson & Mills, PLLC.

To the extent allowed by law, the County assumes full responsibility and shall indemnify The Bank of New York Mellon Trust Company, N.A. as Paying Agent and Bond Registrar, and its officers, directors, agents and employees and save it and them harmless from and against any and all losses, liabilities, costs, claims, suits and expenses (including attorneys' fees and expenses) arising out of the rescission of such notice of redemption.

By execution of this letter in the space below, you confirm that you have received this letter and that you will timely send the enclosed Notice of Prior Redemption as requested herein.

Yours truly,

Jefferson County, Texas

By:  _____
County Judge

RECEIPT is hereby acknowledged
this 27 day of September, 2013.

The Bank of New York Mellon Trust Company, N.A.


By:  _____
Title: Associate

EXHIBIT B

NOTICE OF PRIOR REDEMPTION

JEFFERSON COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2003B, maturing on August 1 in each of the years 2014 through 2018.

NOTICE IS HEREBY GIVEN that JEFFERSON COUNTY, TEXAS has called all of the County's outstanding Certificates of Obligation, Series 2003B, for redemption on October 30, 2013, at the redemption price hereafter stated, in the amounts set forth in the following schedule:

Schedule of Called Certificates of Obligation

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Call Date</u>	<u>Price</u>	<u>CUSIP</u>
8/1/2014	\$240,000	4.000%	10/30/2010	100%	473502KZ4
8/1/2015	\$245,000	4.000%	10/30/2010	100%	473502LA8
8/1/2016	\$255,000	4.125%	10/30/2013	100%	473502LB6
8/1/2017	\$265,000	4.250%	10/30/2013	100%	473502LC4
8/1/2018	\$280,000	4.350%	10/30/2013	100%	473502LD2

The redemption price for the above certificates of obligation is par plus accrued interest to October 30, 2013, the date fixed for redemption. Such certificates of obligation shall be redeemed and shall no longer bear interest after October 30, 2013; provided that such redemption shall only take place if the County completes the issuance of its General Obligation Refunding Bonds, Series 2013 prior to the redemption date and if those refunding bonds are not issued then this redemption notice shall automatically be withdrawn without further notice and the certificates of obligation will not be redeemed. The redemption price for such certificates of obligation shall be paid upon presentation to The Bank of New York Mellon Trust Company, N.A., the Paying Agent, at its principal payment office in Dallas, Texas.

By Mail:

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan St., 11th Floor
Dallas, TX 75201

By Hand Delivery/Overnight Mail:

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan St., 11th Floor
Dallas, TX 75201

IMPORTANT NOTICE

Commencing January 1, 1984, in compliance with the Interest and Dividend Compliance Act of 1983, Paying Agents are required to withhold 31% (effective 1/1/93) of gross payments to Bondholders who fail to provide a valid taxpayer identification number on or before the date upon which bonds are presented for payment. Bondholders are additionally subject to a penalty of \$50.00 for failure to provide such number. Please provide a taxpayer identification number when presenting bonds for redemption. Please submit with your securities a substitute Form W-9 to avoid this 31% withholding from your payment.

The Bank of New York Mellon Trust Company, N.A.
As Paying Agent
Bondholder Communications () _____

Date of Notice: _____

Term Sheet

6

September 26, 2013

\$1,340,000
JEFFERSON COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013
(BANK QUALIFIED)

- Issuer:** Jefferson County, Texas (the "County")
- Issue:** \$1,340,000 General Obligation Refunding Bonds, Series 2013 (the "Bonds").
- Amortization:** Annual payments of principal August 1 of each year, commencing in 2014 through 2018.
- Bidders have the option of specifying that the principal amount of the Bonds payable may be combined into one term Bond (the "Term Bond"), or mature in the principal amounts and years listed on the Bid Form (the "Serial Bonds"). In the event that bidders choose to specify one Term Bond, such Term Bond will be subject to mandatory redemption by the County prior to their scheduled maturities on August 1 in the years and in the amounts set forth in the maturity schedule listed in the Bid Form.
- Approximate amounts have been listed on the Bid Form. The County reserves the right to modify the principal amounts to ensure a level debt service upon the receipt of the proposed interest rates.**
- Interest Rate:** Bidders are requested to submit a fixed rate upon execution of the Bid Form. Interest on the Bonds accrues from the date of delivery of the Bonds to the Initial Purchaser ("Delivery Date") and is payable February 1, 2014 and each August 1 and February 1 thereafter until maturity or prior redemption. Interest will be calculated on the basis of a 360-day year of twelve 30-day months.
- Source of Payment:** Principal of and interest on the Bonds is payable from the receipts of direct and continuing annual ad valorem tax levied, within the limits prescribed by law, on all taxable property located within the County. The Bonds are a direct obligation of the County and not an obligation of the State of Texas or any other political subdivision.
- Optional Redemption:** The Bonds are not subject to optional redemption prior to their scheduled maturities.
- Serial Bonds or Term Bonds:** Bidders may provide that all Bonds be issued as Serial Bonds maturing in accordance with the Maturity Schedule shown on the Bid Form or may provide that consecutive annual principal amounts be combined into one Term Bond.
- Bank Qualified:** The County will designate the Bonds as "Qualified Tax-Exempt Obligations" for financial institutions.
- Use of Proceeds:** Proceeds from the sale of the Bonds will be used for (1) refunding all of the County's outstanding obligations described in Schedule I attached hereto and (2) paying for the costs of professional services and the issuance of the Bonds.
- Physical Delivery of the Bonds:** The Bonds will be issue in typewritten or other physical form and will be signed by the County.

- CUSIP:** The County will not have CUSIP numbers assigned to the Bonds.
- Paying Agent/Registrar:** Please indicate your interest in serving as paying agent (and any fee for this service).
- Authority for the Issuance:** The Bonds are being issued pursuant to the applicable provisions of the Texas Constitution and laws of the State of Texas, including Chapter 1207, Texas Government Code, as amended, and an order adopted by the Commissioners Court (the "Commissioners Court") on September 9, 2013 (and a pricing certificate executed pursuant thereto), authorizing the issuance of the Bonds (collectively the "Order").
- Denominations of Bonds and Transfer Provision:** Unless otherwise agreed to by the Initial Purchaser and the County, the Bonds will be issued in authorized denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof. Unless otherwise agreed to by the Initial Purchaser and the County in the Private Placement Agreement, the Bonds may be transferred by the Initial Purchaser only in compliance with the following restrictions:
- (a) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;
 - (b) the transferring holder thereof may transfer the Bonds only to:
 - i. a transferee who executes and delivers to the County a letter of the transferee substantially to the effect of the Private Placement Agreement; or
 - ii. a transferee who qualifies as a "qualified institutional buyer" as defined in Rule 144A under the 1933 Act; or
 - iii. a transferee who qualifies as an "accredited investor" within the meaning of Section 2(15) of the 1933 Act; and
 - (c) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the County's finances without the prior review and written consent of the County, in the County's sole discretion.
- Bond Counsel:** Creighton, Fox, Johnson & Mills, PLLC and Germer PLLC, Co-Bond Counsel, will be providing an opinion with respect to the tax-exemption and validity of the Bonds.
- Commissioner Court Action:** The County Commissioners Court adopted the Order authorizing the issuance of the Bonds on September 9, 2013. In such Order, the Commissioners Court delegated authority to a designated Pricing Officer of the County to approve the final terms of the Bonds and accept the best bid and to execute the Private Placement Agreement.
- Delivery Date:** The Delivery Date of the Bonds is expected to be on or about October 29, 2013.
- Tax-Exempt:** Under existing law, interest on the Bonds will be excludable from the gross income for federal income tax purposes of the holder thereof. The County will designate the Bonds as qualified tax-exempt obligations for financial institutions.

Ratings and Bond Insurance:

The County does not intend to request ratings or municipal bond insurance on the Bonds. Currently the County maintains an “AA-” rating by Standard & Poor’s Rating Services on its outstanding debt.

About the Issuer:

The County was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. It is a 954 square mile county that is located on the upper Texas Coast and is a component of the Beaumont-Port Arthur-Orange Metropolitan Statistical Area.

The County is a political subdivision of the State of Texas and the Commissioners Court is the governing body of the County. It is composed of the County Judge elected from the County at large, and four Commissioners, each elected for a separate precinct, all elected for four-year staggered terms.

Payment Record:

The County has never defaulted on the payment of its outstanding obligations.

**Conditions Precedent/
To Funding:**

To be provided at closing are certain executed documents satisfactory to the County’s Bond Counsel and the Initial Purchaser, including the following:

- (a) Order adopted by the Commissioners Court which contains all relevant provisions governing the financing (rate, term, authorization, security, and all conditions, warranties and covenants as are usual and customary for transactions of the same general type);
- (b) Opinion of Bond Counsel to the County as to validity and legality of the Order and the Bonds, and with respect to the excludability of the interest on the Bonds from gross income for federal income tax purposes;
- (c) No Litigation Certificate – No other litigation other than that which is described therein;
- (d) Private Placement Agreement executed by the Initial Purchaser and the County; and
- (e) The approving opinion of the Texas Attorney General as to validity of the Bonds under Texas law;
- (f) No Arbitrage Certificate and IRS Form 8038-G; and
- (g) No material adverse change certification.

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013
Bid Form
Bids Due 10:00am CDT, Thursday, September 26, 2013
All Bids must be received by 10:00 am CDT on the date of the sale.

Interest Rate:

Bidders may bid as a single term bond with one interest rate or with individual maturities and interest rates at their option.

Jefferson County, Texas
\$1,340,000
General Obligation Refunding Bonds, Series 2013

<u>Due</u> <u>August 1</u>	<u>Principal</u>	<u>Interest</u> <u>Rate</u>	<u>Amount</u> <u>Awarded</u>
2014	\$ 270,000	0.62%	\$270,000
2015	260,000	0.82%	265,000
2016	265,000	1.11%	265,000
2017	270,000	1.48%	265,000
2018	280,000	1.93%	275,000

*Preliminary, subject to change.

(Interest accrues from Delivery Date)

Paying Agent/Registrar: (please indicate if bank will/will not serve as paying agent and the fee)

Bidder will not serve as paying agent *X*

Bidder will serve as paying agent for an annual fee of \$ _____.

Additional Fees: (please list the fees)

Bidder will charge fees in the amount of \$ _____ for _____.

Name of Bidder: Presidio Short Term Tax Exempt Fund, L.P. and Citizens National Bank.

Contact: Sam Boldrick

Phone: (210) 912-2041

Date - September 26, 2013

Signature, Title

Please reply to Spook Willoughby, US Capital Advisors at swilloughby@uscallc.com 10:00am CDT September 26, 2013 with your proposal.

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013
Financial Information of the County

SELECTED FINANCIAL INFORMATION

2013 Certified Taxable Assessed Valuation	\$ 25,907,112,776
2012 Certified Taxable Assessed Valuation	\$ 25,252,989,281
2010 U.S.Census Population	252,273

Direct Ad Valorem Tax Debt as of October 1, 2013

Outstanding Tax Debt	\$ 49,305,000
The Bonds	1,340,000
Less: Refunded Obligations	<u>(1,285,000)</u>
Total	\$ 49,360,000

Estimated Overlapping Debt ^(a)	<u>\$ 1,231,739,453</u>
Total Direct & Overlapping Debt	\$ 1,281,099,453

<u>Direct Debt Ratio</u>	<u>Per Capita 2010 US Census</u>	<u>Percent of 2013 Assessed Value</u>
Total Direct Debt	\$ 196	0.19%
Total Direct & Overlapping Debt	\$ 5,078	4.94%

Annual Debt Service Requirements

Total Average Annual Debt Service	\$ 5,260,243
Total Maximum Annual Debt Service	\$ 6,413,082

Fund Balances as of 9/30/13 ^(b)

General Fund	\$ 45,323,581
Debt Service Fund	\$ 1,194,427

2013 Tax Rate

General Fund	\$ 0.341425
Debt Service Fund	<u>0.023575</u>
Total	\$ 0.365000

(a) See "Debt Information - Estimated Overlapping Debt."

(b) Source: The County's unaudited financial statements for FYE 2013.

Total Outstanding Tax Debt

The County has previously issued tax supported debt. The table below reflects the outstanding obligations.

Outstanding Debt as of October 1, 2013

Issue	Amount Outstanding
Certificates of Obligation, Series 2003B	\$ 1,285,000
General Obligation Refunding Bonds, Series 2011	4,405,000
General Obligation Refunding Bonds, Series 2012	<u>43,615,000</u>
Total	\$ 49,305,000
The Bonds	\$ 1,340,000
Less: Refunded Obligations	<u>(1,285,000)</u>
Total	\$ 49,360,000

Authorized But Unissued General Obligation Debt

The County has no authorized but unissued debt, although under State law, the County is authorized to issue various types of indebtedness, including tax supported debt, without seeking voter approval.

Anticipated Issuance of Additional Debt

The County does not intend to issue additional debt in the next year.

Outstanding Revenue Debt

The County has no revenue debt outstanding at this time.

Other Obligations**Other Obligations**

Fiscal Year	Principal	Interest	Total
2014	<u>218,094</u>	<u>4,390</u>	<u>222,484</u>
Total	\$ 218,094	\$ 4,390	\$ 222,484

The County entered into a Bond payable agreement with the State of Texas to finance energy conservation measures for County buildings.

Additionally, the County has entered into various leases of County-owned property as described below:

The County's airport conducts a major part of its operations from leased facilities, which include office and parking lots spaces for car rental agencies, terminal space for a travel agency and advertising agency and hanger space. All leases are classified as operating leases.

The County's airport has four leases for land located either in the Private Hanger Park or surrounding the Airport. These leases are classified as operating leases. The rental payments under the leases for the land are a fixed amount for a twenty-five or thirty year period. These leases are noncancellable.

Debt Service

The following table represents the debt service on the outstanding debt obligations and the Bonds.

FYE 9/30	Outstanding Debt Service	Less: Refunding Debt Service	The Bonds				
			Principal	Interest Rate	Interest	Total	
2014	\$ 6,125,511	\$ 293,361	\$ 270,000	0.62%	\$ 12,102	\$ 282,102	\$ 6,407,614
2015	6,121,061	288,761	265,000	0.82%	14,344	279,344	6,400,405
2016	6,135,911	288,961	265,000	1.11%	12,171	277,171	6,413,082
2017	6,115,143	288,443	265,000	1.48%	9,230	274,230	6,389,372
2018	4,916,130	292,180	275,000	1.93%	5,308	280,308	5,196,438
2019	4,608,000	-	-	-	-	-	4,608,000
2020	4,640,000	-	-	-	-	-	4,640,000
2021	4,602,700	-	-	-	-	-	4,602,700
2022	4,635,450	-	-	-	-	-	4,635,450
2023	4,642,200	-	-	-	-	-	4,642,200
2024	4,588,700	-	-	-	-	-	4,588,700
2025	4,598,950	-	-	-	-	-	4,598,950
Total	\$ 61,729,756	\$ 1,451,706	\$ 1,340,000		\$ 53,154	\$ 1,393,154	\$ 63,122,911

Principal Repayment Schedule

FYE 9/30	Currently Outstanding	The Bonds	Less: Refunded Obligations	Total	Unpaid at Year End	Principal Retired
2014	\$ 4,250,000	\$ 270,000	\$ 240,000	\$ 4,280,000	\$ 45,080,000	8.7%
2015	4,400,000	265,000	245,000	4,420,000	40,660,000	17.6%
2016	4,580,000	265,000	255,000	4,590,000	36,070,000	26.9%
2017	4,690,000	265,000	265,000	4,690,000	31,380,000	36.4%
2018	3,645,000	275,000	280,000	3,640,000	27,740,000	43.8%
2019	3,450,000	-	-	3,450,000	24,290,000	50.8%
2020	3,620,000	-	-	3,620,000	20,670,000	58.1%
2021	3,745,000	-	-	3,745,000	16,925,000	65.7%
2022	3,965,000	-	-	3,965,000	12,960,000	73.7%
2023	4,170,000	-	-	4,170,000	8,790,000	82.2%
2024	4,325,000	-	-	4,325,000	4,465,000	91.0%
2025	4,465,000	-	-	4,465,000	-	100.0%
Total	\$ 49,305,000	\$ 1,340,000	\$ 1,285,000	\$ 49,360,000		

Financial Ratios

The table below reflects the ratio of direct debt, net debt and overlapping debt to the County's 2013 Taxable Assessed Valuation provided by the Jefferson County Appraisal District.

<u>Direct Debt Ratio</u>	<u>Per Capita 2010 US Census</u>	<u>Percent of 2013 Assessed Value</u>
Total Direct Debt	\$ 196	0.19%
Total Direct & Overlapping Debt	\$ 5,078	4.94%

Tax Adequacy for Debt Service

The calculations shown below assume no increase or decrease in assessed valuation over the 2013 Taxable Assessed Valuation and use a tax rate adequate to cover the County's outstanding debt service requirements including the Bonds.

Total Debt Service

Average annual debt service requirements on the County's total outstanding indebtedness including the Bonds and excluding the Refunded Obligations.	\$ 5,260,243
\$0.0208 Tax rate on the 2013 taxable assessed valuation at 98% collection produces	\$ 5,280,906
Maximum annual debt service requirements on the County's total indebtedness including the Bonds and excluding the Refunded Obligations.	\$ 6,413,082
\$0.0253 Tax rate on the 2013 taxable assessed valuation at 98% collection produces.	\$ 6,423,410

Estimated Overlapping Debt

The following table reflects the estimated overlapping debt of the County.

<u>Overlapping Debt</u>	<u>Amount Outstanding</u>	<u>As of</u>	<u>Percent Applied</u>	<u>Amount Applied to the County</u>
Beaumont ISD	\$ 398,045,000	7/31/2013	100.00%	\$ 398,045,000
Beaumont, City of	233,445,000	7/31/2013	100.00%	233,445,000
China, City of	126,000	7/31/2013	100.00%	126,000
Groves, City of	13,840,000	8/1/2013	100.00%	13,840,000
Hamshire-Fannett ISD	10,225,000	7/31/2013	100.00%	10,225,000
Hardin-Jefferson ISD	33,595,080	7/31/2013	55.35%	18,594,877
Jefferson WC&ID #10	4,835,000	7/31/2013	100.00%	4,835,000
Nederland ISD	2,418,000	7/31/2013	100.00%	2,418,000
Nederland, City of	21,585,000	7/31/2013	100.00%	21,585,000
Port Arthur ISD	269,645,000	7/31/2013	100.00%	269,645,000
Port Arthur, City of	64,870,000	7/31/2013	94.99%	61,620,013
Port Neches, City of	13,535,000	7/31/2013	100.00%	13,535,000
Port Neches-Groves ISD	118,691,078	7/31/2013	100.00%	118,691,078
Port of Beaumont Navigation District	7,605,000	7/31/2013	100.00%	7,605,000
Port of Port Arthur Navigation District	33,040,000	7/31/2013	100.00%	33,040,000
Sabine Pass ISD	23,404,485	7/31/2013	100.00%	23,404,485
Sabine Pass Port Authority	1,085,000	7/31/2013	100.00%	1,085,000
Total	<u>\$ 1,249,989,643</u>			<u>\$ 1,231,739,453</u>
Jefferson County ^(a)	<u>\$ 49,360,000</u>	10/1/2013	100.00%	<u>\$ 49,360,000</u>
Total	<u>\$ 1,299,349,643</u>			<u>\$ 1,281,099,453</u>

(a) Includes the Bonds and excludes the Refunded Obligations.

Source: Municipal Advisory Council of Texas.

Taxable Assessed Valuation

Historical Ad Valorem

Tax Year	Assessed Valuation	Tax Rate	Tax Levy	Percent Collection		FYE 9/30
				Current	Total	
2008	\$20,796,496,516	\$ 0.3650	\$ 74,729,770	98.6%	99.5%	2009
2009	21,138,044,986	0.3650	74,417,612	98.7%	99.3%	2010
2010	22,135,465,691	0.3650	79,166,785	98.5%	99.0%	2011
2011	23,153,056,763	0.3650	83,624,460	98.5%	98.5%	2012
2012	25,252,989,281	0.3650	91,446,194	98.4%	98.4%	2013
2013	25,907,112,776	0.3650 ^(a)	na	na	na	2014

(a) Proposed 2013 tax rate.

Ten Largest Taxpayers

Taxpayer	Type of Property	2012 Taxable Assessed Value	% of 2012 Taxable Value
ExxonMobil Oil Corp	Oil & Gas	\$ 2,476,234,780	9.81%
Motiva Refinery	Oil & Gas	2,388,843,550	9.46%
Premcor Refining Group Inc	Chemicals	1,264,036,700	5.01%
Total Petrochemicals USA inc	Chemicals	1,074,957,370	4.26%
Huntsman Petrochemical Corp	Chemicals	445,629,010	1.76%
Chevron Phillips Chemical Co	Oil & Gas	416,411,930	1.65%
BASF - Atofina Joint Venture	Oil & Gas	369,446,730	1.46%
Sun Marine Terminals Inc.	Oil & Gas	345,346,620	1.37%
Enterprise Texas Pipeline LP	Oil & Gas	286,382,160	1.13%
Entergy Texas Inc.	Electric Utility	283,790,030	1.12%
		\$ 9,351,078,880	37.03%
2012 Taxable Assessed Valuation		\$25,252,989,281	

Tax Rate Distribution

The table below reflects the historical tax rates of the County.

Tax Rate Distribution	2013	2012	2011	2010	2009	2008
General Fund	\$ 0.3414	\$ 0.34022	\$ 0.3360	\$ 0.3310	\$ 0.3300	\$ 0.3310
I&S Fund	0.0236	0.02479	0.0290	0.0340	0.0350	0.0340
Total	\$ 0.3650	\$ 0.36500	\$ 0.3650	\$ 0.3650	\$ 0.3650	\$ 0.3650

The Texas Constitution imposes a limit of \$0.80 per \$100 assessed valuation for all purposes of General Fund, Permanent Improvement Fund, Road & Bridge Fund and Jury Fund, including debt service of obligations issued against such funds. The Attorney General will not approve limited tax debt in an amount which produces debt service requirements exceeding that which can be paid from \$0.40 of the foregoing \$0.80 maximum tax rate.

<u>Overlapping Tax Rate</u>	2012
<u>Jurisdiction</u>	<u>Tax Rate</u>
Cities	
Beaumont	\$ 0.6400
Bevil Oaks	0.2160
Groves	0.6461
Nederland	0.5919
Port Arthur	0.7920
Port Neches	0.6781
School Districts	
Beaumont	1.3150
Hamshire Fannett	
Hardin Jefferson	1.2700
Nederland	1.1050
Port Arthur	1.3526
Port Neches Groves	1.3881
Sabine Pass	1.1400
Port Districts	
Beaumont	0.0708
Port Arthur	0.1282
Sabine Pass	0.1899
Drainage Districts	
Drainage District #3	0.3313
Drainage District #6	0.2056
Drainage District #7	0.1409
Navigation Districts	
Sabine Neches	0.0279
Municipal Utility Districts	
Northwest Forest	0.5593
Water Districts	
Water District #10	0.3183
Emergency Service Districts	
Emergency Service District #1	0.0384
Emergency Service District #2	0.0285
Emergency Service District #3	0.0675
Conversation District	
Trinity Bay	0.4121
Jefferson County - 2013	\$ 0.3650

County Sales Tax History

The County has adopted the Municipal Sales and Use Tax Act, Chapter 321, Texas Tax Code, which grants the County the power to impose and levy a one half of one percent Local Sales and Use Tax within the County. The proceeds are not pledged to the payment of the Bonds.

Sales Tax Revenues

<u>FYE</u>	<u>Sales Tax</u>	<u>Percent of</u>	<u>Equivalent</u>		<u>Collections</u>	<u>Tax</u>
<u>9/30</u>	<u>Revenues ^(a)</u>	<u>Ad Valorem</u>	<u>Ad Valorem</u>	<u>Population</u>	<u>Per Capita</u>	<u>Year</u>
		<u>Tax Levy</u>	<u>Tax Rate</u>			
2008	\$ 23,906,777	33.8%	\$ 0.11	252,051	\$ 94.85	2009
2009	30,410,633	40.7%	0.14	252,051	120.65	2010
2010	21,361,596	28.7%	0.09	252,273	84.68	2011
2011	20,961,453	26.5%	0.08	252,273	83.09	2012
2012	23,864,675	28.5%	0.09	252,273	94.60	2013
2013 ^(b)	19,299,444	na	na	252,273	76.50	2014

(a) Source: Jefferson County, Texas.

(b) Revenues collected through August 26, 2013.

Historical Operations of the Debt Service Fund

The following statement sets forth in condensed form the historical operations of the County's Debt Service Fund. Such information has been prepared based upon information obtained from the County's audited financial statements and other information provided by the County. Reference is made to such statements for further and complete information.

	Fiscal Year End September 30,				
	2012	2011	2010	2009	2008
Revenues					
Property taxes	\$ 6,607,811	\$ 7,510,292	\$ 7,246,356	\$ 7,135,200	\$ 6,788,978
Interest	162,442	13,190	16,214	32,710	78,527
Total Revenues	6,770,253	7,523,482	7,262,570	7,167,910	6,867,505
Expenditures					
Debt Service					
Principal	54,805,000	4,025,000	3,760,000	3,660,000	3,510,000
Interest and commission	4,069,731	3,440,933	3,538,141	3,671,261	3,794,062
Total Expenditures	58,874,731	7,465,933	7,298,141	7,331,261	7,304,062
Excess Revenues Over (Under) Expenditures	(52,104,478)	57,549	(35,571)	(163,351)	(436,557)
Other Financing Sources (Uses)					
Transfer in	1,816,508	110,632	57,290	351,811	-
Transfers out	(1,816,508)	(110,632)	(57,290)	-	-
Refunding bonds issued	47,305,000	5,550,000	-	-	-
Premium on bonds	4,970,522	249,283	-	-	-
Payment to refunding bonds escrow	-	(5,672,472)	-	-	-
Total Other Sources	52,275,522	126,811	-	351,811	-
Net Change In Fund Balance	171,044	184,360	(35,571)	188,460	(436,557)
Fund Balance Beginning	701,816	517,456	553,027	364,567	801,124
Fund Balance Ending	\$ 872,860	\$ 701,816	\$ 517,456	\$ 553,027	\$ 364,567

Historical Operations of the General Fund

The following statement sets forth in condensed form the historical operations of the County's General Fund. Such information has been prepared based upon information obtained from the County's audited financial statements and other information provided by the County. Reference is made to such statements for further and complete information.

Revenues	Fiscal Year Ending September 30,				
	2012	2011	2010	2009	2008
Property taxes	\$ 72,838,505	\$ 65,449,072	\$ 68,748,664	\$ 68,777,493	\$ 64,727,215
Sales taxes	24,349,663	21,509,058	21,937,524	31,025,107	24,412,824
Fees	8,949,967	8,932,185	9,093,881	9,071,461	9,088,900
Licenses	465,720	407,512	453,002	487,856	409,386
Intergovernmental	1,461,661	1,696,034	3,290,283	2,939,163	2,514,625
Sales, rental & services	2,747,974	2,736,109	2,750,935	4,609,622	3,851,987
Fines and forfeitures	1,804,137	1,705,496	1,791,915	1,816,202	1,955,433
Interest	259,970	182,725	472,471	887,547	1,155,234
Miscellaneous	25,206	24,164	26,095	29,275	17,936
Contributions and donations	505	1,050	5,000	-	90
Total Revenues	112,903,308	102,643,405	108,569,770	119,643,726	\$ 108,133,630
Expenditures					
Current					
General government	19,564,711	19,475,833	19,979,521	19,647,704	18,012,107
Judicial and law enforcement	58,174,739	57,779,656	60,858,507	58,880,986	55,793,264
Education and recreation	325,267	404,347	638,075	624,413	588,282
Health and welfare	9,916,547	9,191,315	9,902,545	9,704,195	7,689,958
Maintenance of structures and equipment	11,485,905	11,430,209	12,167,859	12,339,248	11,841,717
Capital outlay	-	-	-	-	-
Debt Service					
Principal	368,004	357,168	-	-	-
Interest and commission	27,058	37,894	-	-	-
Total Expenditures	99,862,231	98,676,422	103,546,507	101,196,546	93,925,328
Excess (Deficiency) Of Revenues Over Expenditures	13,041,077	3,966,983	5,023,263	18,447,180	14,208,302
Other Financing Sources (Uses)					
Proceeds from sale of capital assets	-	-	2,111,000	-	-
Other	-	-	-	6,909	-
Transfers in	59	-	417	393,589	-
Transfers out	(7,205,680)	(2,699,008)	(10,014,967)	(12,409,630)	(11,680,000)
Total Other Financing Sources (Uses)	(7,205,621)	(2,699,008)	(7,903,550)	(12,009,132)	(11,680,000)
Excess (Deficiency) Of Revenues Over Expenditures And Other Financing Sources (Uses)	5,835,456	1,267,975	(2,880,287)	6,438,048	2,528,302
Fund Balances, Beginning of Year ^(a)	36,392,877	36,006,595	38,886,882	32,448,834	29,920,532
Prior Period Adjustment	-	(881,693)	-	-	-
Fund Balance, Beginning (Restated)		35,124,902	-	-	-
Fund Balances, End of Year	\$ 42,228,333	\$ 36,392,877	\$ 36,006,595	\$ 38,886,882	\$ 32,448,834

Notes:

(a) Beginning Fund Balances and Net Assets restated due to a change in the reporting of accruals and prior year corrections.

SCHEDULE I - SUMMARY OF REFUNDED OBLIGATIONS

Certificates of Obligation, Series 2003B

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Serial	8/1/2014	4.000%	\$ 240,000	10/30/2013	100.00
Serial	8/1/2015	4.000%	245,000	10/30/2013	100.00
Serial	8/1/2016	4.125%	255,000	10/30/2013	100.00
Serial	8/1/2017	4.250%	265,000	10/30/2013	100.00
Serial	8/1/2018	4.350%	280,000	10/30/2013	100.00
			<u>\$ 1,285,000</u>		

Bid of Purchasers

7

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013
Bid Form
Bids Due 10:00am CDT, Thursday, September 26, 2013
All Bids must be received by 10:00 am CDT on the date of the sale.

Interest Rate:

Bidders may bid as a single term bond with one interest rate or with individual maturities and interest rates at their option.

Jefferson County, Texas
\$1,345,000*
General Obligation Refunding Bonds, Series 2013

<u>Due</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Amount Awarded</u>
<u>August 1</u>			
2014	\$ 270,000	.62	\$
2015	260,000	.82	
2016	265,000	1.11	
2017	270,000	1.40	
2018	280,000	1.93	

*Preliminary, subject to change.
 (Interest accrues from Delivery Date)

Paying Agent/Registrar: (please indicate if bank will/will not serve as paying agent and the fee)
 Bidder will not serve as paying agent
 Bidder will serve as paying agent for an annual fee of \$ _____

Additional Fees: (please list the fees)
 Bidder will charge fees in the amount of \$ NONE for _____

Name of Bidder: PRESIDIO SHORT TERM TAX EXEMPT FUND, L.P. *
 Contact: SAM BOLDRICK Phone: 210-912-2041

SNB General Partner 9-26-13
 Signature, Title Date

Please reply to Spook Willoughby, US Capital Advisors at swilloughby@uscalle.com 10:00am CDT September 26, 2013 with your proposal.

713.366.0591

* WE WOULD LIKE TO PURCHASE THE ISSUE WITH
 CITIZENS NATIONAL BANK, CAMERON, TEXAS.
 PLEASE CALL WITH ANY QUESTIONS.

Officer's Pricing Certificate

8

OFFICER'S PRICING CERTIFICATE

JEFFERSON COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2013

THIS OFFICER'S PRICING CERTIFICATE is executed this 26th day of September, 2013, by the County Auditor of Jefferson County, Texas (the "County"), pursuant to the Order adopted by the County Commissioners of the County on September 9, 2013 (the "Bond Order"), authorizing the issuance of the captioned series of bonds and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Officer's Pricing Certificate shall have the meanings assigned to them in the Bond Order.

I. TERMS OF THE SERIES 2013 BONDS.

1. **Principal Amount and Dated Date.** The Bonds are designated as the Jefferson County, Texas, General Obligation Refunding Bonds, Series 2013 (the "Bonds"), and will be dated October 1, 2013, and shall be issued in the principal amount of \$1,340,000.00.

2. **Maturities, Amounts; Interest Rates; and General Bond Provisions.**

(a) The Bonds shall mature on the following dates in the following principal amounts and bear interest from the date of delivery at the following rates:

Maturity (August 1)	Principal Amount Maturing	Interest Rate
2014	\$270,000	0.62%
2015	\$265,000	0.82%
2016	\$265,000	1.11%
2017	\$265,000	1.48%
2018	\$275,000	1.93%

(b) **Term Bonds.** None.

3. Sales Price and Award of the Bonds; Designation of Paying Agent.

(a) Sale and Award. The sale of the Bonds by competitive bidding is hereby approved and authorized and the Term Sheet dated September 16, 2013, and the Purchasers' Bid attached hereto as Exhibit "A", is hereby approved. The sale of the Bonds is hereby awarded Presidio Short Term Tax Exempt Fund, L.P. and Citizens National Bank (the "Purchasers") at the price of **\$1,340,000.00**, representing the principal amount of the Bonds equal to **\$1,340,000.00**. The undersigned Pricing Officer finds that the bid of the Purchasers for the purchase of the Bonds and which bid has been accepted by the Pricing Officer in the form attached hereto as Exhibit "A", subject to the adjustment and change in the adjustment of the principal amounts as set forth in this Pricing Certificate, was the best bid and the purchase price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the County.

(b) Designation of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby confirmed and designated as the Paying Agent/Registrar of the Bonds.

II. FINDINGS AND DETERMINATIONS.

The undersigned hereby finds, determines and declares, that in accordance with the requirements of the Bond Order, this Officer's Pricing Certificate complies with and satisfies the terms and provisions of the Bond Order in accordance with the delegation contained therein. Specifically, this Officer's Pricing Certificate calls for the Bonds to be issued in an aggregate principal amount not to exceed the principal amount of the bonds being refunded, to have a final maturity date not later than August 1, 2018, to be sold for a price not less than 90% of the aggregate principal amount thereof, for none of the Bonds to bear interest at a rate in excess of the maximum amount allowed by Chapter 1204, Texas Government Code, as amended, for the Bonds to be sized in accordance with the provisions of the Bond Order, to wit, the principal amount of the Bonds must be sufficient to fund the cost of refunding the County's Refunded Obligations and costs of issuance of the Bonds and result in a minimum net present value savings in debt service of at least 3.00%. The undersigned find that the Bonds will have a true interest cost of 1.432107% and will result in a net present value savings in debt service of 4.407142% and that the gross savings in debt service will be equal to \$58,551.79 and the dollar amount of the net present value savings in debt service will be equal to \$56,631.78, and that the Bonds complies with and satisfies all of the requirements of the Bond Order.

<EXECUTION PAGE FOLLOWS>

EXECUTED this 26th day of September, 2013.

JEFFERSON COUNTY, TEXAS

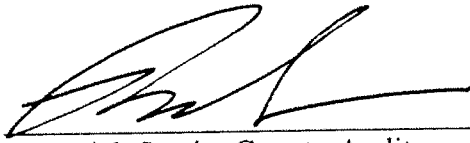
By: 
Patrick Swain, County Auditor

EXHIBIT "A"

See attached Bid.

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013
Bid Form
Bids Due 10:00am CDT, Thursday, September 26, 2013
All Bids must be received by 10:00 am CDT on the date of the sale.

Interest Rate

Bidders may bid as a single term bond with one interest rate or with individual maturities and interest rates at their option.

Jefferson County, Texas
\$1,345,000*
General Obligation Refunding Bonds, Series 2013

<u>Due August 1</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Amount Awarded</u>
2014	\$ 270,000	.62	\$
2015	260,000	.82	
2016	265,000	1.11	
2017	270,000	1.40	
2018	280,000	1.93	

*Preliminary, subject to change.
 (Interest accrues from Delivery Date)

Paying Agent/Registrar: (please indicate if bank will/will not serve as paying agent and the fee)
 Bidder will not serve as paying agent
 Bidder will serve as paying agent for an annual fee of \$ _____

Additional Fees: (please list the fees)
 Bidder will charge fees in the amount of \$ NONE for _____

Name of Bidder: PRESIDIO SHORT TERM TAX EXEMPT FUND, L.P. *

Contact: SAM BOLDRICK Phone: 210-912-2041

SNB Smith GENERAL PARTNER Date: 9.26.13
 Signature, Title

Please reply to Spook Willoughby, US Capital Advisors at swilloughby@uscalle.com 10:00am CDT September 26, 2013 with your proposal.

713.266.0591

* WE WOULD LIKE TO PURCHASE THE ISSUE WITH
 CITIZENS NATIONAL BANK, CAMERON, TEXAS,
 PLEASE CALL WITH ANY QUESTIONS.

Private Placement Letter Agreement

PRIVATE PLACEMENT LETTER AGREEMENT

September 26, 2013

Re: \$1,340,000 Jefferson County, Texas, General Obligation Refunding Bonds, Series 2013

Jefferson County, Texas
1149 Pearl
Beaumont, TX 77701

Ladies and Gentlemen:

Presidio Short Term Tax Exempt Fund, L.P. and **Citizens National Bank** (the "Purchasers") hereby agree to purchase the \$1,340,000 Jefferson County, Texas, General Obligation Refunding Bonds, Series 2013 (the "Bonds"), which are being issued by Jefferson County, Texas (the "Issuer") pursuant to the terms of an Order passed by the Commissioners Court of the Issuer on September 9, 2013 (the "Order") and pursuant to the terms of an Officer's Pricing Certificate attached hereto as **Exhibit "A"** executed by a Pricing Officer of the County in accordance with the terms of the Order.

We hereby agree, covenant, represent and certify as follows:

1. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the Order. The principal amount of the Bonds to be purchased, the schedule maturities, and interest rates per annum are set forth in **Exhibit "A"** attached hereto. The purchase price for the Bonds shall be \$1,340,000, representing the par amount of the Bonds.

2. Each Purchaser certifies and represents to the Issuer the following:

(a) The Purchaser is an "accredited investor" as defined under the Securities Act of 1933 (the "1933 Act") and Regulation D promulgated thereunder.

(b) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of governmental and other taxable and tax-exempt obligations of a nature similar to the Bonds to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.

(c) The Purchaser is presently acquiring the Bonds primarily for its own account, as evidence of a private placement and a negotiated bank loan, or for the account of institutions which meet the representations set forth herein, and not with a current view to, or for sale in connection with, any distribution of the

Bonds or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and it has no present intention of reselling or otherwise disposing of the Bonds.

(d) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the Issuer and the Bonds, and has made an independent credit decision based upon such inquiry and analysis. The Issuer has furnished to Purchaser all the information which the Purchaser as a reasonable investor has requested of the Issuer as a result of it having attached significance thereto in making its investment decision with respect to the Bonds, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Issuer and the Bonds. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Bonds.

3. Each Purchaser understands and agrees that the Bonds have not been and will not be registered with any federal or state securities agency or commission.

4. Each Purchaser acknowledges that the Bonds are transferrable only by notation on the registration books maintained by the Bond Registrar and are freely transferable provided that:

(a) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;

(b) the transferring holder thereof can transfer the Bonds only to:

(i) a transferee who executes and delivers to the Issuer an investment letter of the transferee substantially to the effect of the investor representations made by the Purchaser to the Issuer in this Agreement; or

(ii) a transferee who qualifies as an “accredited investor” within the meaning of Section 2(15) of the 1933 Act; or

(iii) a securitization Special Purpose Vehicle (“SPV”) the interests in which SPV are sold to institutional investors only; and

(c) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the Issuer’s finances without the prior review and written consent of the Issuer, in the Issuer’s sole discretion.

5. Notwithstanding anything herein to the contrary, the Purchasers’ obligation to purchase the Bonds shall be subject to the condition precedent that from the date hereof to the date of delivery of the Bonds, there shall not have occurred any (i) material adverse change in the financial condition or general

affairs of the Issuer; (ii) event, court decision, proposed law or rule which may have the effect of changing the federal income tax incidents of the Issuer or of the ownership of the Bonds or the interest thereon, the federal tax credits, if any, to be received therefrom, or the transactions contemplated herein; or (iii) International or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchasers' reasonable opinion, the market value of the Bonds.

6. The closing of the purchase of the Bonds shall occur on October 29, 2013, at 10:00 a.m. Beaumont, Texas time, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Purchasers (the "Settlement"). At the time of Settlement, the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Purchasers, duly executed and authenticated, together with the other documents hereinafter mentioned, and the Purchasers will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds, as set forth in Section 1 of this Agreement in immediately available funds by wire transfer to the account of the Issuer as indicated by **The Bank of New York Mellon Trust Company, N.A.**, Dallas, Texas (the "Paying Agent/Registrar"). Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent/Registrar or such other place as shall have been mutually agreed upon by the Issuer and the Representative. As a condition to payment for the Bonds, the Purchasers shall receive the following items in form and substance reasonably satisfactory to the Purchasers, to-wit: (i) the Order; (ii) a Federal Tax Certificate; (iii) the opinion of the Attorney General of the State of Texas as to the validity of the Bonds; (iv) the opinions of Creighton, Fox, Johnson & Mills, PLLC and Germer, PPLC, Co-Bond Counsel, and (v) such other certificates and documents as the Purchasers may reasonably require.

At the time of Closing, the Issuer shall deliver to the Paying Agent/Registrar the Initial Bonds issued in the name of the Purchasers and registered by the Texas Comptroller's Office; and Purchasers shall instruct the Paying Agency/Registrar to cancel the Initial Bonds and to reissue and authenticate additional Bonds in the principal amounts and to each Purchaser as shown in **Exhibit "B"** attached hereto and incorporated herein by reference.

7. The Purchasers shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and delivery of the Bonds in definitive form; (ii) the fees and disbursements of Co-Bond Counsel and the Issuer's Financial Advisor; (iii) the fees and disbursements of any other experts, consultants or advisers retained by the Issuer; (iv) the fees for obtaining approval of the issuance of the Bonds from the Attorney General of the State of Texas; (v) the fees and expenses of the Paying Agent/Registrar and other paying agents, if any; (vi) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel, of the officers and other officials of the Issuer; and

(vii) any other expenses mutually agreed to by the Issuer and the Purchaser to be reasonably considered expenses of the Issuer which are incident to the transactions contemplated hereby. The Purchasers shall pay all expenses incurred by it in connection with the purchase of the Bonds, including the fees and disbursements of any legal counsel and other advisors and experts retained by the Purchasers.

8. If this Agreement shall be terminated by the Purchasers because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer and the Purchasers shall have no further obligations hereunder.

9. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at Jefferson County, Texas, Attention: County Judge, 1149 Pearl, 4th Floor, Beaumont, Texas 77701; and, any notice or other communication to be given to the Purchasers under this Agreement may be given by delivering the same in writing as follows:

Presidio Short Term Tax Exempt Fund, L.P.
 Attention: Sam Boldrick
 755 E. Mulberry, Suite 400
 San Antonio, TX 78212

Citizens National Bank
 Attention: Steve Wise
 PO Drawer 111
 Cameron, TX 76520

10. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Purchasers (including successors or assigns of the Purchasers) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer.

11. This Agreement shall be governed by and construed in accordance with the law of the State.

12. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. For purposes of this Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

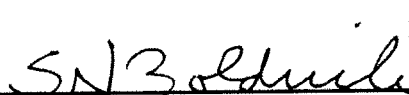
14. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

15. Neither the Commissioners Court of the Issuer, nor any officer, agent, or employee of the Issuer shall be charged personally by the Purchasers with any liability, or be held liable to the Purchasers under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.


If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Purchasers. This Agreement shall become a binding agreement between the Issuer and the Issuer when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

Presidio Short Term Tax Exempt Fund, L.P.

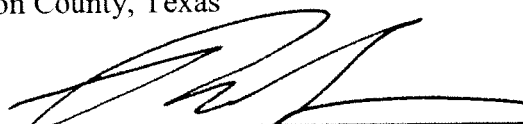
By: 
Name: SAMUEL N. BOLDRICK III
Title: GENERAL PARTNER

Citizens National Bank

By: 
Name: Steven M. Wise
Title: Executive Vice President

APPROVED AND ACCEPTED as of the date hereof:

Jefferson County, Texas

By: 
Name: PATRICK SWAIN
Title: COUNTY AUDITOR

OFFICER'S PRICING CERTIFICATE

JEFFERSON COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2013

THIS OFFICER'S PRICING CERTIFICATE is executed this 26th day of September, 2013, by the County Auditor of Jefferson County, Texas (the "County"), pursuant to the Order adopted by the County Commissioners of the County on September 9, 2013 (the "Bond Order"), authorizing the issuance of the captioned series of bonds and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Officer's Pricing Certificate shall have the meanings assigned to them in the Bond Order.

I. TERMS OF THE SERIES 2013 BONDS.

1. **Principal Amount and Dated Date.** The Bonds are designated as the Jefferson County, Texas, General Obligation Refunding Bonds, Series 2013 (the "Bonds"), and will be dated October 1, 2013, and shall be issued in the principal amount of \$1,340,000.00.

2. **Maturities, Amounts; Interest Rates; and General Bond Provisions.**

(a) The Bonds shall mature on the following dates in the following principal amounts and bear interest from the date of delivery at the following rates:

Maturity (August 1)	Principal Amount Maturing	Interest Rate
2014	\$270,000	0.62%
2015	\$265,000	0.82%
2016	\$265,000	1.11%
2017	\$265,000	1.48%
2018	\$275,000	1.93%

(b) **Term Bonds.** None.

EXHIBIT "A"

3. Sales Price and Award of the Bonds; Designation of Paying Agent.

(a) Sale and Award. The sale of the Bonds by competitive bidding is hereby approved and authorized and the Term Sheet dated September 16, 2013, and the Purchasers' Bid attached hereto as Exhibit "A", is hereby approved. The sale of the Bonds is hereby awarded Presidio Short Term Tax Exempt Fund, L.P. and Citizens National Bank (the "Purchasers") at the price of \$1,340,000.00, representing the principal amount of the Bonds equal to \$1,340,000.00. The undersigned Pricing Officer finds that the bid of the Purchasers for the purchase of the Bonds and which bid has been accepted by the Pricing Officer in the form attached hereto as Exhibit "A", subject to the adjustment and change in the adjustment of the principal amounts as set forth in this Pricing Certificate, was the best bid and the purchase price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the County.

(b) Designation of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby confirmed and designated as the Paying Agent/Registrar of the Bonds.

II. FINDINGS AND DETERMINATIONS.

The undersigned hereby finds, determines and declares, that in accordance with the requirements of the Bond Order, this Officer's Pricing Certificate complies with and satisfies the terms and provisions of the Bond Order in accordance with the delegation contained therein. Specifically, this Officer's Pricing Certificate calls for the Bonds to be issued in an aggregate principal amount not to exceed the principal amount of the bonds being refunded, to have a final maturity date not later than August 1, 2018, to be sold for a price not less than 90% of the aggregate principal amount thereof, for none of the Bonds to bear interest at a rate in excess of the maximum amount allowed by Chapter 1204, Texas Government Code, as amended, for the Bonds to be sized in accordance with the provisions of the Bond Order, to wit, the principal amount of the Bonds must be sufficient to fund the cost of refunding the County's Refunded Obligations and costs of issuance of the Bonds and result in a minimum net present value savings in debt service of at least 3.00%. The undersigned find that the Bonds will have a true interest cost of 1.432107% and will result in a net present value savings in debt service of 4.407142% and that the gross savings in debt service will be equal to \$58,551.79 and the dollar amount of the net present value savings in debt service will be equal to \$56,631.78, and that the Bonds complies with and satisfies all of the requirements of the Bond Order.

<EXECUTION PAGE FOLLOWS>

EXECUTED this 26th day of September, 2013.

JEFFERSON COUNTY, TEXAS

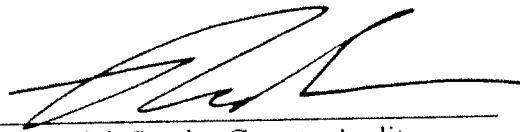
By: 
Patrick Swain, County Auditor

EXHIBIT "A"

See attached Bid.

Jefferson County, Texas
 General Obligation Refunding Bonds, Series 2013
 Bid Form
 Bids Due 10:00am CDT, Thursday, September 26, 2013
 All Bids must be received by 10:00 am CDT on the date of the sale.

Interest Rate:

Bidders may bid as a single term bond with one interest rate or with individual maturities and interest rates at their option.

Jefferson County, Texas
 \$1,345,000*
 General Obligation Refunding Bonds, Series 2013

Due August 1	Principal	Interest Rate	Amount Awarded
2014	\$ 270,000	.62	\$
2015	260,000	.82	
2016	265,000	1.11	
2017	270,000	1.40	
2018	280,000	1.93	

*Preliminary, subject to change.

(Interest accrues from Delivery Date)

Paying Agent/Registrar: (please indicate if bank will/will not serve as paying agent and the fee)

Bidder will not serve as paying agent

Bidder will serve as paying agent for an annual fee of \$ _____

Additional Fees: (please list the fees)

Bidder will charge fees in the amount of \$ NONE for _____

Name of Bidder: PRESIDIO SHORT TERM TAX EXEMPT FUND, L.P. *

Contact: SAM BOLDRICK

Phone: 210-912-2041

Signature, Title: SNB [Signature] GENERAL PARTNER

Date: 9-26-13

Please reply to Spook Willoughby, US Capital Advisors at swilloughby@uscalle.com 10:00am CDT September 26, 2013 with your proposal.

713-366-0591

* WE WOULD LIKE TO PURCHASE THE ISSUE WITH
 CITIZENS NATIONAL BANK, CAMERON, TEXAS.
 PLEASE CALL WITH ANY QUESTIONS.

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013

Purchaser's Split

Date	Final Numbers	Split		
		Citizens	Presidio	Total
8/1/2014	\$ 270,000.00	\$ 135,000.00	\$ 135,000.00	\$ 270,000.00
8/1/2015	265,000.00	135,000.00	130,000.00	265,000.00
8/1/2016	265,000.00	130,000.00	135,000.00	265,000.00
8/1/2017	265,000.00	135,000.00	130,000.00	265,000.00
8/1/2018	275,000.00	135,000.00	140,000.00	275,000.00
	<u>\$ 1,340,000.00</u>	<u>\$ 670,000.00</u>	<u>\$ 670,000.00</u>	<u>\$ 1,340,000.00</u>

EXHIBIT "B"

Deposit Agreement

10

DEPOSIT AGREEMENT

The Bank of New York Mellon Trust Company, N.A. (the “Bank”), being the paying agent for the Jefferson County, Texas Certificates of Obligation, Series 2003B (the “Refunded Obligations”) issued by **Jefferson County, Texas** (the “Issuer”), hereby acknowledges, agrees and certifies for the benefit of the Issuer, the owners of the Refunded Obligations and the Attorney General of Texas, and the Bank and Issuer hereby enter into this Deposit Agreement and hereby agree, as follows:

1. The Bank understands that all of the outstanding Refunded Obligations maturing in the years 2014 through 2018, in the aggregate principal amount of \$1,285,000, as described in the **“ORDER AUTHORIZING THE ISSUANCE, SALE AND AWARD OF JEFFERSON COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2003B; LEVYING A TAX AND PLEDGING CERTAIN PARKING REVENUES IN PAYMENT THEREOF; AND CONTAINING OTHER MATTERS RELATED THERETO:** adopted by the Commissioner’s Court of the Issuer on April 14, 2003, have been called by the Issuer for cancellation and redemption on October 30, 2013 (the “Redemption Date”) and that in connection therewith the Issuer is issuing its General Obligation Refunding Bonds, Series 2013, in the aggregate principal amount of \$1,340,000 (the “Refunding Bonds”), and the date of closing of the Refunding Bonds in exchange for the purchase price thereof will be October 29, 2013 (the “Closing Date”).

2. The Bank serves as paying agent for the Refunded Obligations.

3. The Bank acknowledges and confirms that the total amount due on the Redemption Date for such Refunded Obligations is \$1,298,192.09, which includes principal of \$1,285,000.00, plus accrued interest through the Redemption Date of \$13,192.09, and that funds in payment of such principal and interest will be deposited with the Bank upon receipt of such funds from the Issuer on the Closing Date.

4. The Bank acknowledges that its fees and expenses due the Bank with respect to the Refunded Obligations to and through their redemption and final payment have been provided for.

5. The Bank acknowledges receipt of notice of redemption of the Refunded Obligations from the Issuer.

6. The Issuer certifies that it will cause to be deposited with the Bank on the Closing Date the amounts stated in paragraphs 3 and 4 above.

7. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Refunding Bonds in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any loss, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

8. The Bank shall deposit any moneys received from the Issuer for the payment of the Refunded Obligations into a non-interest bearing trust account to be held in a fiduciary capacity, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. The Issuer hereby instructs the Bank to not invest the funds held in said account.

9. To the fullest extent permitted by law, the Issuer will indemnify, defend and hold harmless the Bank, together with its officers, directors, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, incurred without negligence or bad faith on the part of the Bank, arising out of or in connection with the administration or performance of its duties and obligations or the exercise or performance of any of its powers hereunder.


10. No provision of this Agreement shall require the Bank to risk or expend its own funds.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

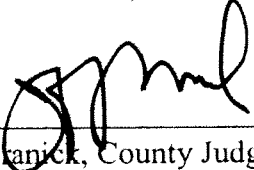
[Signature page follows this page.]

EXECUTED effective as of October 1, 2013.

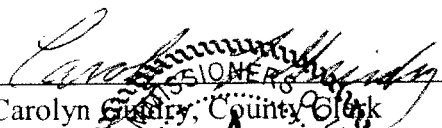
The Bank of New York Mellon Trust Company, N.A.

By: 
 Name: **Brian T. Jensen**
 Title: **Associate**

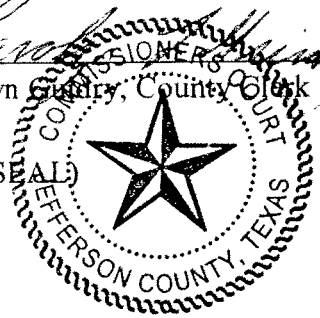
JEFFERSON COUNTY, TEXAS

By: 
 Jeff Branick, County Judge

ATTEST:

By: 
 Carolyn Gentry, County Clerk

(COUNTY SEAL)



Signature Identification Certificate of Escrow Agent

11

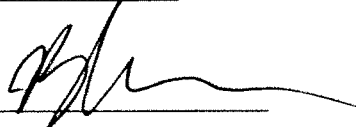
**CERTIFICATE OF ESCROW AGENT
RELATING TO AUTHORITY OF
OFFICERS AND SIGNATURE IDENTIFICATION**

I, the undersigned officer of **The Bank of New York Mellon Trust Company, N.A.** (the "Bank"), do hereby execute and deliver this certificate for the benefit of the Attorney General of the State of Texas and the purchasers of, and all other persons interested in the validity of, the **\$1,340,000 JEFFERSON COUNTY, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013**, and I do hereby certify as follows:

1. That I am the duly chosen, qualified and acting officer of the Bank for the office shown beneath my signature and I am duly authorized to execute and deliver this Certificate.

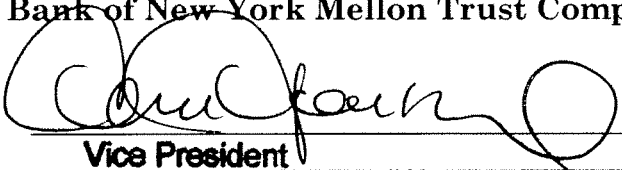
2. That attached as Exhibit "A" to this Certificate is a certified copy of the Bank's resolution, in full force and effect as of the date of this certificate, relating to the corporate authority of the Bank to enter into a certain Deposit Escrow Agreement (the "Escrow Agreement") by and between the Bank and **Jefferson County, Texas**, for the purpose of creating an escrow fund for the issuance of the Bonds, and designating the officers of the Bank authorized to execute such Escrow Agreement.

3. That the following are duly elected, qualified and acting officers of the Bank having the authority to act for and in the name of the Bank as set forth in Exhibit "A" and that the signatures set opposite their names are their true and correct signatures:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Brian T. Jensen</u>	<u>Associate</u>	
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Bank as of the 27 day of September, 2013.

The Bank of New York Mellon Trust Company, N.A.

By: 
 Its: Vice President

ATTEST:
 By: 
 Its: Vice President

(SEAL)

EXHIBIT "A"

SECRETARY'S CERTIFICATE

See attached.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

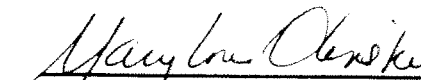
I, the undersigned, Mary Lou Olinski, Assistant Secretary of The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States (the "Association") and located in the State of California, with a trust office located at 2001 Bryan Street, Dallas, Texas, DO HEREBY CERTIFY that the following individuals are duly appointed and qualified Officers of the Association:

<u>Officer</u>	<u>Title</u>	<u>Signing Authority</u>
Cathleen M. Sokolowski	Managing Director	B1, G, H, J, P8
Rick Adler	Vice President	B1, H, J, N
Michelle Baldwin	Vice President	A, J, N
Rosalyn Y. Davis	Vice President	A, J, N
Michael K. Herberger	Vice President	G, H, J
Tony Hongnoi	Vice President	A, C5, J, N, P2
Gulnaar Murthy	Vice President	A, C5, J, N, P2
Elizabeth Power	Vice President	B1, G, H, J, P11
Jason Stephens	Vice President	A, C2, J, N, P1
Shannon Straty	Vice President	C2, I1, I2, N, P11
Caresse L. Tankersley	Vice President	A, C3, J, N
Deirdre A. Wilson	Vice President	A, C5, J, P2
Erin L. Fitzpatrick	Associate	B1, H, J, N
Brian Todd Jensen	Associate	G, H, J

I further certify that as of this date they have been authorized to sign on behalf of the Association in discharging or performing their duties in accordance with the limited signing powers provided under Article V, Section 5.3 of the By-Laws of the Association and the paragraphs indicated above of the signing authority resolution of the Board of Directors of the Association.

Attached hereto are true and correct copies of excerpts of the By-Laws of the Association and the signing authority resolution, which have not been amended or revised since October 15, 2009 and are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The Bank of New York Mellon Trust Company, N.A. this 1st day October 2013.



 Mary Lou Olinski, Assistant Secretary

Extracts from By-Laws
of
The Bank of New York Mellon Trust Company, National Association
As Amended through October 15, 2009

ARTICLE V
SIGNING AUTHORITIES

Section 5.1 Real Property. Real property owned by the Association in its own right shall not be deeded, conveyed, mortgaged, assigned or transferred except when duly authorized by a resolution of the Board. The Board may from time-to-time authorize officers to deed, convey, mortgage, assign or transfer real property owned by the Association in its own right with such maximum values as the Board may fix in its authorizing resolution.

Section 5.2. Senior Signing Powers. Subject to the exception provided in Section 5.1, the President and any Executive Vice President is authorized to accept, endorse, execute or sign any document, instrument or paper in the name of, or on behalf of, the Association in all transactions arising out of, or in connection with, the normal course of the Association's business or in any fiduciary, representative or agency capacity and, when required, to affix the seal of the Association thereto. In such instances as in the judgment of the President, or any Executive Vice President may be proper and desirable, any one of said officers may authorize in writing from time-to-time any other officer to have the powers set forth in this section applicable only to the performance or discharge of the duties of such officer within his or her particular division or function. Any officer of the Association authorized in or pursuant to Section 5.3 to have any of the powers set forth therein, other than the officer signing pursuant to this Section 5.2, is authorized to attest to the seal of the Association on any documents requiring such seal.

Section 5.3. Limited Signing Powers. Subject to the exception provided in Section 5.1, in such instances as in the judgment of the President or any Executive Vice President, may be proper and desirable, any one of said officers may authorize in writing from time-to-time any other officer, employee or individual to have the limited signing powers or limited power to affix the seal of the Association to specified classes of documents set forth in a resolution of the Board applicable only to the performance or discharge of the duties of such officer, employee or individual within his or her division or function.

Section 5.4. Powers of Attorney. All powers of attorney on behalf of the Association shall be executed by any officer of the Association jointly with the President, any Executive Vice President, or any Managing Director, provided that the execution by such Managing Director of said Power of Attorney shall be applicable only to the performance or discharge of the duties of said officer within his or her particular division or function. Any such power of attorney may, however, be executed by any officer or officers or person or persons who may be specifically authorized to execute the same by the Board of Directors.

Section 5.5. Auditor. The Auditor or any officer designated by the Auditor is authorized to certify in the name of, or on behalf of the Association, in its own right or in a fiduciary or representative capacity, as to the accuracy and completeness of any account, schedule of assets, or other document, instrument or paper requiring such certification.

SIGNING AUTHORITY RESOLUTION

Pursuant to Article V, Section 5.3 of the By-Laws Adopted October 15, 2009

RESOLVED that, pursuant to Section 5.3 of the By-Laws of the Association, authority be, and hereby is, granted to the President or any Executive Vice President, in such instances as in the judgment of any one of said officers may be proper and desirable, to authorize in writing from time-to-time any other officer, employee or individual to have the limited signing authority set forth in any one or more of the following paragraphs applicable only to the performance or discharge of the duties of such officer, employee or individual within his or her division or function:

(A) All signing authority set forth in paragraphs (B) through (I) below except Level C which must be specifically designated.

(B1) Individuals authorized to accept, endorse, execute or sign any bill receivable; certification; contract, document or other instrument evidencing, embodying a commitment with respect to, or reflecting the terms or conditions of, a loan or an extension of credit by the Association; note; and document, instrument or paper of any type, including stock and bond powers, required for purchasing, selling, transferring, exchanging or otherwise disposing of or dealing in foreign currency, derivatives or any form of securities, including options and futures thereon; in each case in transactions arising out of, or in connection with, the normal course of the Association's business.

(B2) Individuals authorized to endorse, execute or sign any certification; disclosure notice required by law; document, instrument or paper of any type required for judicial, regulatory or administrative proceedings or filings; and legal opinions.

(C1) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in excess of \$500,000,000 with single authorization for all transactions.

(C2) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in excess of \$500,000,000*.

(C3) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$500,000,000.

(C4) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount in excess of \$100,000,000 but not to exceed \$500,000,000*.

(C5) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$100,000,000.

(C6) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$10,000,000.

(C7) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$5,000,000.

(C8) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$1,000,000.

(C9) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$250,000.

(C10) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$50,000.

(C11) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$5,000.

*Dual authorization is required by any combination of senior officer and/or Sector Head approved designee for non-exempt transactions. Single authorization required for exempt transactions.

(D1) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$1,000,000.

(D2) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$250,000.

(D3) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$50,000.

(D4) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$5,000.

(E) Authority to accept, endorse, execute or sign any guarantee of signature to assignments of stocks, bonds or other instruments; certification required for transfers and deliveries of stocks, bonds or other instruments; and document, instrument or paper of any type required in connection with any Individual Retirement Account or Keogh Plan or similar plan.

(F) Authority to accept, endorse, execute or sign any certificate of authentication as bond, unit investment trust or debenture trustee and on behalf of the Association as registrar and transfer agent.

(G) Authority to accept, endorse, execute or sign any bankers acceptance; letter of credit; and bill of lading.

(H) Authority to accept, endorse, execute or sign any document, instrument or paper of any type required in connection with the ownership, management or transfer of real or personal property held by the Association in trust or in connection with any transaction with respect to which the Association is acting in any fiduciary, representative or agency capacity, including the acceptance of such fiduciary, representative or agency account.

(I1) Authority to effect the external movement of free delivery of securities and internal transfers resulting in changes of beneficial ownership.

(I2) Authority to effect the movement of securities versus payment at market or contract value.

(J) Authority to either sign on behalf of the Association or to affix the seal of the Association to any of the following classes of documents: Trust Indentures, Escrow Agreements, Pooling and Servicing Agreements, Collateral Agency Agreements, Custody Agreements, Trustee's Deeds, Executor's Deeds, Personal Representative's Deeds, Other Real Estate Deeds for property not owned by the Association in its own right, Corporate Resolutions, Mortgage Satisfactions, Mortgage Assignments, Trust Agreements, Loan Agreements, Trust and Estate Accountings, Probate Petitions, responsive pleadings in litigated matters and Petitions in Probate Court with respect to Accountings, Contracts for providing customers with Association products or services.

(N) Individuals authorized to accept, endorse, execute or sign internal transactions only, (i.e., general ledger tickets); does not include the authority to authorize external money movements, internal money movements or internal free deliveries that result in changes of beneficial ownership.

(P1) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in excess of \$10,000,000.

(P2) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$10,000,000.

(P3) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$5,000,000.

(P4) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$1,000,000.

(P5) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$250,000.

(P6) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$100,000.

(P7) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$50,000.

(P8) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$25,000.

(P9) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$10,000.

(P10) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$5,000.

(P11) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$3,000.

RESOLVED, that any signing authority granted pursuant to this resolution may be rescinded by the President or any Executive Vice President and such signing authority shall terminate without the necessity of any further action when the person having such authority leaves the employ of the Association.

Certificate of Financial Advisor Regarding Escrow Sufficiency

12

CERTIFICATE OF FINANCIAL ADVISOR

I, the undersigned representative of U.S. Capital Advisors, LLC, being the financial advisor for Jefferson County, Texas (the "Issuer"), do hereby certify to the District, the Texas Attorney General, Creighton, Fox, Johnson & Mills, PLLC, and Germer Gertz, L.L.P., that with respect to the Issuer's outstanding Certificates of Obligation, Series 2003B maturing on August 1, 2014 through 2018 (the "Refunded Obligations"), the outstanding principal due on the Refunded Obligations on October 30 2013 (the "Redemption Date") will be \$1,285,000.00 and that the amount of interest due will be \$13,192.09. I further certify that the \$1,340,000.00 of bond proceeds received from the issuance of the District's General Obligation Refunding Bonds, Series 2013 (the "Bonds") will be sufficient to pay the outstanding principal and interest on the Refunded Obligations on the Redemption Date and to pay all costs of issuance of the Bonds. Attached hereto as **Exhibit "A"** are the refunding analysis report and schedules prepared by U.S. Capital Advisors, LLC in connection with the issuance of the Bonds and the refunding of the Refunded Obligations and such information therein shows the savings to be realized by the County from the issuance of the Bonds and the escrow requirements and sufficiency of funds to discharge and defease the Refunded Obligations.

[Signature page follows this page.]

EXECUTED this 17th day of October, 2013.

U.S. Capital Advisors, LLC


By:  _____
Name: Jim Gilley
Title: Managing Director

TABLE OF CONTENTS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Report	Page
Sources and Uses of Funds	1
Savings	2
Summary of Refunding Results	3
Summary of Bonds Refunded	4
Bond Summary Statistics	5
Bond Pricing	6
Bond Maturity Table	7
Bond Debt Service	8
Prior Bond Debt Service	10
Form 8038 Statistics	11
Escrow Requirements	13
Escrow Cost	14
Escrow Sufficiency	15
Proof of Arbitrage Yield	16

EXHIBIT "A"

SOURCES AND USES OF FUNDS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Dated Date 10/29/2013
Delivery Date 10/29/2013

Sources:

Bond Proceeds:	
Par Amount	1,340,000.00
<hr/>	
	1,340,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	1,298,192.09
<hr/>	
Delivery Date Expenses:	
Cost of Issuance	-41,807.91
<hr/>	
	1,340,000.00

SAVINGS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/29/2013 @ 1.4321073%
09/30/2014	293,361.26	282,102.49	11,258.77	11,298.03
09/30/2015	288,761.26	279,344.00	9,417.26	9,286.99
09/30/2016	288,961.26	277,171.00	11,790.26	11,410.65
09/30/2017	288,442.50	274,229.50	14,213.00	13,519.58
09/30/2018	292,180.00	280,307.50	11,872.50	11,116.53
	1,451,706.28	1,393,154.49	58,551.79	56,631.78

Savings Summary

Dated Date	10/29/2013
Delivery Date	10/29/2013
PV of savings from cash flow	56,631.78
Net PV Savings	56,631.78

SUMMARY OF REFUNDING RESULTS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Dated Date	10/29/2013
Delivery Date	10/29/2013
Arbitrage yield	1.432107%
Escrow yield	
Bond Par Amount	1,340,000.00
True Interest Cost	1.432107%
Net Interest Cost	1.435659%
Average Coupon	1.435659%
Average Life	2.763
Par amount of refunded bonds	1,285,000.00
Average coupon of refunded bonds	4.220464%
Average life of refunded bonds	2.833
PV of prior debt to 10/29/2013 @ 1.432107%	1,396,631.78
Net PV Savings	56,631.78
Percentage savings of refunded bonds	4.407142%
Percentage savings of refunding bonds	4.226252%

SUMMARY OF BONDS REFUNDED

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Certificates of Obligation, Series 2003B, CO2003B:					
CO2008	08/01/2014	4.000%	240,000.00	10/30/2013	100.000
	08/01/2015	4.000%	245,000.00	10/30/2013	100.000
	08/01/2016	4.125%	255,000.00	10/30/2013	100.000
	08/01/2017	4.250%	265,000.00	10/30/2013	100.000
	08/01/2018	4.350%	280,000.00	10/30/2013	100.000
			1,285,000.00		

BOND SUMMARY STATISTICS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Dated Date	10/29/2013
Delivery Date	10/29/2013
Last Maturity	08/01/2018
Arbitrage Yield	1.432107%
True Interest Cost (TIC)	1.432107%
Net Interest Cost (NIC)	1.435659%
All-In TIC	2.618043%
Average Coupon	1.435659%
Average Life (years)	2.763
Duration of Issue (years)	2.712
Par Amount	1,340,000.00
Bond Proceeds	1,340,000.00
Total Interest	53,154.49
Net Interest	53,154.49
Total Debt Service	1,393,154.49
Maximum Annual Debt Service	282,102.49
Average Annual Debt Service	292,953.05
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
General Obligation Refunding Bonds, Series 2013 PP	1,340,000.00	100.000	1.436%	2.763	357.30
	1,340,000.00			2.763	357.30

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,340,000.00	1,340,000.00	1,340,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-41,807.91	
- Other Amounts			
Target Value	1,340,000.00	1,298,192.09	1,340,000.00
Target Date	10/29/2013	10/29/2013	10/29/2013
Yield	1.432107%	2.618043%	1.432107%

BOND PRICING

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Bond Component	Maturity Date	Amount	Rate	Yield	Price
General Obligation Refunding Bonds, Series 2013 PP:					
	08/01/2014	270,000	0.620%	0.620%	100.000
	08/01/2015	265,000	0.820%	0.820%	100.000
	08/01/2016	265,000	1.110%	1.110%	100.000
	08/01/2017	265,000	1.480%	1.480%	100.000
	08/01/2018	275,000	1.930%	1.930%	100.000
		1,340,000			

Dated Date	10/29/2013	
Delivery Date	10/29/2013	
First Coupon	02/01/2014	
Par Amount	1,340,000.00	
Original Issue Discount		
Production	1,340,000.00	100.000000%
Underwriter's Discount		
Purchase Price	1,340,000.00	100.000000%
Accrued Interest		
Net Proceeds	1,340,000.00	

BOND MATURITY TABLE

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Maturity Date	General Obligation Refunding Bonds, Series 2013 PP
08/01/2014	270,000
08/01/2015	265,000
08/01/2016	265,000
08/01/2017	265,000
08/01/2018	275,000
	1,340,000

BOND DEBT SERVICE

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2014	270,000	0.620%	12,102.49	282,102.49
09/30/2015	265,000	0.820%	14,344.00	279,344.00
09/30/2016	265,000	1.110%	12,171.00	277,171.00
09/30/2017	265,000	1.480%	9,229.50	274,229.50
09/30/2018	275,000	1.930%	5,307.50	280,307.50
	1,340,000		53,154.49	1,393,154.49

BOND DEBT SERVICE

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2014			4,093.49	4,093.49	
08/01/2014	270,000	0.620%	8,009.00	278,009.00	
09/30/2014					282,102.49
02/01/2015			7,172.00	7,172.00	
08/01/2015	265,000	0.820%	7,172.00	272,172.00	
09/30/2015					279,344.00
02/01/2016			6,085.50	6,085.50	
08/01/2016	265,000	1.110%	6,085.50	271,085.50	
09/30/2016					277,171.00
02/01/2017			4,614.75	4,614.75	
08/01/2017	265,000	1.480%	4,614.75	269,614.75	
09/30/2017					274,229.50
02/01/2018			2,653.75	2,653.75	
08/01/2018	275,000	1.930%	2,653.75	277,653.75	
09/30/2018					280,307.50
	1,340,000		53,154.49	1,393,154.49	1,393,154.49

PRIOR BOND DEBT SERVICE

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Certificates of Obligation, Series 2003B (CO2003B)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2014			26,680.63	26,680.63	
08/01/2014	240,000	4.000%	26,680.63	266,680.63	293,361.26
09/30/2014					
02/01/2015			21,880.63	21,880.63	
08/01/2015	245,000	4.000%	21,880.63	266,880.63	288,761.26
09/30/2015					
02/01/2016			16,980.63	16,980.63	
08/01/2016	255,000	4.125%	16,980.63	271,980.63	288,961.26
09/30/2016					
02/01/2017			11,721.25	11,721.25	
08/01/2017	265,000	4.250%	11,721.25	276,721.25	288,442.50
09/30/2017					
02/01/2018			6,090.00	6,090.00	
08/01/2018	280,000	4.350%	6,090.00	286,090.00	292,180.00
09/30/2018					
	1,285,000		166,706.28	1,451,706.28	1,451,706.28

FORM 8038 STATISTICS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PPDated Date 10/29/2013
Delivery Date 10/29/2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
General Obligation Refunding Bonds, Series 2013 PP:						
	08/01/2014	270,000.00	0.620%	100.000	270,000.00	270,000.00
	08/01/2015	265,000.00	0.820%	100.000	265,000.00	265,000.00
	08/01/2016	265,000.00	1.110%	100.000	265,000.00	265,000.00
	08/01/2017	265,000.00	1.480%	100.000	265,000.00	265,000.00
	08/01/2018	275,000.00	1.930%	100.000	275,000.00	275,000.00
		1,340,000.00			1,340,000.00	1,340,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	08/01/2018	1.930%	275,000.00	275,000.00		
Entire Issue			1,340,000.00	1,340,000.00	2.7630	1.4321%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	41,807.91
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	1,298,192.09
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	2.8334
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PPRefunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Certificates of Obligation, Series 2003B:					
CO2008	08/01/2014	240,000.00	4.000%	100.000	240,000.00
CO2008	08/01/2015	245,000.00	4.000%	100.000	245,000.00
CO2008	08/01/2016	255,000.00	4.125%	100.000	255,000.00
CO2008	08/01/2017	265,000.00	4.250%	100.000	265,000.00
CO2008	08/01/2018	280,000.00	4.350%	100.000	280,000.00
				1,285,000.00	1,285,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Certificates of Obligation, Series 2003B	10/30/2013	02/01/2013	2.8334
All Refunded Issues	10/30/2013		2.8334

ESCROW REQUIREMENTS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Period Ending	Interest	Principal Redeemed	Total
10/30/2013	13,192.09	1,285,000.00	1,298,192.09
	13,192.09	1,285,000.00	1,298,192.09

ESCROW COST

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
10/29/2013		1,298,192.09	1,298,192.09
	0	1,298,192.09	1,298,192.09

ESCROW SUFFICIENCY

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
10/29/2013		1,298,192.09	1,298,192.09	1,298,192.09
10/30/2013	1,298,192.09		-1,298,192.09	
	1,298,192.09	1,298,192.09	0.00	

PROOF OF ARBITRAGE YIELD

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Date	Debt Service	Present Value to 10/29/2013 @ 1.4321073%
02/01/2014	4,093.49	4,078.59
08/01/2014	278,009.00	275,027.66
02/01/2015	7,172.00	7,044.64
08/01/2015	272,172.00	265,438.29
02/01/2016	6,085.50	5,892.75
08/01/2016	271,085.50	260,632.76
02/01/2017	4,614.75	4,405.27
08/01/2017	269,614.75	255,545.93
02/01/2018	2,653.75	2,497.39
08/01/2018	277,653.75	259,436.73
	1,393,154.49	1,340,000.00

Proceeds Summary

Delivery date	10/29/2013
Par Value	1,340,000.00
Target for yield calculation	1,340,000.00

Paying Agent/Registrar Agreement

13

BOND REGISTRAR, PAYING AGENCY AND TRANSFER AGENCY AGREEMENT

THIS BOND REGISTRAR, PAYING AGENCY AND TRANSFER AGENCY AGREEMENT (the "Agreement"), dated as of this 1st day of October, 2013, by and between **Jefferson County, Texas**, a political subdivision organized and operating under the Texas Constitution and the laws of the State of Texas (hereinafter, with any authorized successor, the "Issuer"), and **The Bank of New York Mellon Trust Company, N.A.**, a national banking association organized and existing under the laws of the United States of America (hereinafter, with any authorized successor, the "Paying Agent");

WITNESSETH:

WHEREAS, the Issuer is authorized to issue the **\$1,340,000 General Obligation Refunding Bonds, Series 2013** (the "Bonds") in accordance with the Order attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Bond Order");

WHEREAS, the Issuer desires that the Bonds be issued in fully registered form with privileges of transfer and exchange as provided in the Bond Order to assure the exemption from federal income tax of interest thereon pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and is authorized by Chapter 1203, Texas Government Code Annotated, to issue the Bonds in such form and amount and to provide for the issuance of bonds upon transfer or replacement thereof or in exchange therefor at any place of payment as provided in the Bond Order;

WHEREAS, the governing body of the Issuer has authorized the issuance of the Bonds subject to the terms of the Bond Order and, to provide for registration, payment, transfer, exchange, and replacement of the Bonds, the Issuer has authorized the execution and delivery of this Agreement; and

WHEREAS, all things have been done which are necessary to make the Bonds, when registered by the Comptroller of Public Accounts of the State of Texas and delivered, the valid obligations of the Issuer and to constitute this Agreement a valid and binding contract in accordance with its terms:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and subject to the conditions herein set forth, the Issuer and the Paying Agent agree as follows:

ARTICLE ONE DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

A. The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

B. All references in this Agreement to "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

C. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

"Agreement" means this instrument as originally executed or as it may from time to time be supplemented, modified, or amended by one or more instruments supplemental hereto entered into pursuant to the applicable provisions hereof.

"Board" means the governing body of the Issuer.

"Board Action" means an official action adopted by the Board as certified by a duly authorized officer thereof.

"Bond Order" has the meaning ascribed to such term in the preamble to this Agreement.

"Bonds" has the meaning ascribed to such term in the preamble to this Agreement.

"Financial Advisor" means **U.S. Capital Advisors, LLC**.

"Holder" when used with respect to any Bond, means the Person in whose name such Bond is registered in the Bond Register.

"Issuer" has the meaning ascribed to such term in the preamble to this Agreement.

"Paying Agent" means **The Bank of New York Trust Mellon Company, N. A.** or any successor paying agent selected in accordance with this Agreement.

"Person" means any entity, individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any governmental agency or political subdivision.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms thereof and this Agreement.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which it is to be redeemed pursuant to terms thereof, excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

SECTION 1.02. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other written communication provided or permitted by this Agreement or the Bond Order to be made upon, given or furnished to, or filed with

A. the Issuer, shall be sufficient for every purpose hereunder if in writing and mailed, first-class postage prepaid, to the Issuer and received by it at **1149 Pearl, 4th Floor, Beaumont, TX 77701 ATTENTION: County Judge**, with a copy to be provided to **Creighton, Fox, Johnson & Mills, PLLC, 3535 Calder, Suite 310, Beaumont, TX 77706; Attention: Lance Fox** or at any other address previously furnished to the Paying Agent in writing by the Issuer Request,

B. the Paying Agent, shall be sufficient for every purpose hereunder if in writing and mailed, first-class postage prepaid (and properly referencing this Agreement or the Bonds) to and received by the Paying Agent **2001 Bryan Street, 11th Floor, Dallas, Texas 75201** Attention: Trust Department, or any other address previously furnished to the Issuer in writing by the Paying Agent.

Where this Agreement provides for notice to Holders of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder, at the address of such Holder as it appears in the bond register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to all other Holders. Where this Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent, but such filing is not a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 1.03. Effect of Headings.

The Article and Section headings herein are for convenience only and do not affect the construction hereof.

SECTION 1.04. Successors and Assigns.

All covenants and agreements in this Agreement by the Issuer or the Paying Agent shall bind their respective successors and assigns.

SECTION 1.05. Severability Clause.

In case any provision of this Agreement, the Bond Order, or the Bonds or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Agreement shall not in any way be affected or impaired thereby.

SECTION 1.06. Benefits of Agreement.

Nothing in this Agreement or in the Bonds, express or implied, shall give to any Person other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

SECTION 1.07. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

ARTICLE TWO

THE BONDS

SECTION 2.01. Form Generally.

The Bonds have the title and are in the denominations specified in the Bond Order. The aggregate principal amount of the Bonds which may be authenticated and delivered and outstanding under this Agreement is limited as provided in the Bond Order.

SECTION 2.02. Execution, Authentication, Delivery, Dating, Registration, Replacement, Cancellation, Transfer, Exchange, Redemption and Payment of Bonds.

The Bonds are to be executed, authenticated, delivered, dated, registered, replaced, cancelled, and subject to transfer, exchange and redemption as provided, and the principal and Redemption Price of and interest on the Bonds is payable to the Persons and in the manner provided, in the Bond Order.

ARTICLE THREE

RIGHTS AND OBLIGATIONS OF PAYING AGENT

SECTION 3.01. Certain Duties and Responsibilities.

A. The Paying Agent

1. undertakes to perform only such duties as are specifically set forth in this Agreement and in the Bond Order, and no implied covenants or obligations shall be read into this Agreement or the Bond Order against the Paying Agent, and

2. in the absence of bad faith on its part, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Agreement and the Bond Order, but in the case of any such certificates or opinions which by any provision of this Agreement or the Bond Order are specifically required to be furnished to the Paying Agent, shall be under a duty to examine the same to determine whether or not they conform to the requirements thereof.

B. No provision of this Agreement shall be construed to relieve the Paying Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

1. this Subsection shall not be construed to limit the effect of Subsection A of this Section; and

2. the Paying Agent shall not be liable for any error of judgment made in good faith by any officer thereof, unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

C. Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Paying Agent shall be subject to the provisions of this Section.

D. The Paying Agent is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Paying Agent may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the Issuer as the final closing memorandum. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

SECTION 3.02. Certain Rights of Paying Agent.

Except as otherwise provided in Section 3.01 hereof:

A. the Paying Agent may rely and shall be protected in acting or refraining from acting upon any Order, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, coupon, or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

B. the Paying Agent may consult with legal counsel and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted by the Paying Agent hereunder in good faith and in reliance thereon;

C. the Paying Agent shall not be bound to make any investigation into the facts of matters stated in any Order, certificate, statement, instruments, opinion, report, notice, request, direction, consent, order, bond, coupon, or other paper or document, but the Paying Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Paying Agent shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records, and premises of the Issuer, personally or by agent or attorney;

D. the Paying Agent may execute any of the trusts or powers hereunder or perform any of the duties hereunder either directly or by or through agents or attorneys, and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent employed or attorney retained with due care by it; and

E. It is the intention of the Issuer and the Paying Agent that the Paying Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

SECTION 3.03. Not Responsible for Recitals.

The recitals contained in the Bonds, except for the certificate of authentication on the Bonds, shall be taken as the statements of the Issuer, and the Paying Agent assumes no responsibility for their correctness.

SECTION 3.04. May Hold Bonds.

The Paying Agent, in its commercial banking or any other capacity, may become the owner or pledgee of Bonds and otherwise deal with the Issuer with the same rights it would have if it were not serving as Paying Agent.

SECTION 3.05. Money Deposited with Paying Agent.

Money deposited by the Issuer with the Paying Agent for payment of the principal (or Redemption Price, if applicable) of or interest on any Bonds shall be segregated from other funds of the Paying Agent and the Issuer and shall be held in trust for the benefit of the Holders of such Bonds.

All money deposited with the Paying Agent hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer. The Bank shall deposit all moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Bonds, with such moneys in the account that exceed the deposit insurance available by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such Bonds have been presented for payment and paid to the Registered Owners.

Amounts held by the Paying Agent which represent principal of and interest on the Bonds remaining unclaimed by the owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. The Paying Agent shall have no liability by virtue of actions taken in compliance with this provision.

The Paying Agent is not obligated to pay interest on any money received by it hereunder.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Paying Agent may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

SECTION 3.06. Compensation and Reimbursement.

The Issuer agrees:

A. to pay to the Paying Agent from time to time reasonable compensation for all services rendered by it hereunder, which compensation shall be established initially for the Bonds in accordance with the schedule attached as Exhibit "B", which is made a part hereof for all purposes;

B. except as otherwise expressly provided herein, to reimburse the Paying Agent upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Paying Agent in accordance with any provisions of this Agreement (including expenses disbursements and advances of its counsel), except to the extent covered by the compensation established pursuant to Subsection A of this Section except any such expense, disbursement, or advance as may be attributable to the negligence or bad faith of the Paying Agent; and

C. to and shall, to the full extent permitted by law, indemnify, defend and hold harmless the Paying Agent, together with its officers, directors, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, incurred without negligence or bad faith on the part of the Paying Agent, arising out of or in connection with the administration or performance of its duties and obligations or the exercise or performance of any of its powers hereunder.

SECTION 3.07. Resignation and Removal.

The Paying Agent may resign from its duties hereunder at any time by giving not less than 30 days' written notice to the Issuer; provided, however, that such resignation shall not become effective until a successor shall have accepted the duties of the Paying Agent hereunder by written instrument.

The Paying Agent may be removed from its duties hereunder at any time with or without cause by Board Action designating a successor upon not less than 30 days' notice; provided, however, that no such removal shall become effective until such successor has accepted the duties of the Paying Agent hereunder by written instrument.

Upon the effective date of such resignation or removal (or any earlier date designated by the Issuer in case of resignation) the Paying Agent shall, upon payment of all its fees, charges, and expenses then due, transfer and deliver to, or upon the order of, the Issuer all funds, records, and Bonds held by it (except any Bonds owned by the Paying Agent as Holder or pledgee), under this Agreement.

If the Paying Agent resigns or is removed, the Issuer shall by Board Action promptly appoint and engage a successor to act in the place of the Paying Agent hereunder, which appointment shall be effective as of the effective date of the resignation or removal of the Paying Agent. If the 30-day notice period expires and no successor has been appointed, the Paying Agent, at the expense of the Issuer, has the right to petition a court of competent jurisdiction to appoint a successor under this Agreement. Any successor Paying Agent shall immediately give notice of its substitution hereunder in the name and at the expense of the Issuer to its predecessor and to the Holders, which notice shall include the name of the successor to the Paying Agent and the address of its principal office.

SECTION 3.08. Merger, Conversion, Consolidation, or Succession.

Any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent shall be the successor of the Paying Agent hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Bond shall have been registered, but not delivered, by the Paying Agent then in office, any successor by merger, conversion, or consolidation to such authenticating Paying Agent may adopt such registration and deliver the Bond so registered with the same effect as if such successor Paying Agent had itself registered such Bonds.

SECTION 3.09. Paying Agent Not a Trustee.

This Agreement shall not be construed to require the Paying Agent to enforce any remedy which any Holder may have against the Issuer during any default or event of default under any agreement between any Holder and the Issuer, including the Bond Order or to act as trustee for such Holder.

SECTION 3.10. Paying Agent Not Responsible for Bonds.

The Paying Agent shall not be accountable for the use of any Bonds or for the use or application of the proceeds thereof.

SECTION 3.11. Paying Agent's Funds Not Used.

No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Paying Agent shall in no event be liable to the Issuer, any Holder, or any other Person for any amount due on any Bond from its own funds.

SECTION 3.12. Records.


The Paying Agent will only provide and disclose records relating to the Issuer and the services performed by the Paying Agent hereunder to the Issuer and as otherwise required by law.

SECTION 3.13. Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

JEFFERSON COUNTY, TEXAS
("Issuer")

By: 
Title: County Judge

ATTEST:


County Clerk



THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
("Paying Agent")

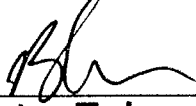
By: 
Name: Brian T. Jensen
Title: Associate

EXHIBIT "A"

See the certified copy of the Bond Order that is included under Tab 4 of the Transcript of Documents.



BNY MELLON

Jefferson County, Texas General Obligation Refunding Bonds, Series 2013

***Fee Schedule
October 1, 2013***

Upon appointment of The Bank of New York Mellon Trust Company, NA ("BNYMTC"), as Registrar and Paying Agent, the obligor shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule.

Acceptance Fee None

A one-time charge covering the Bank Officer's review of governing documents, communication with members of the closing party, including representatives of the issuer, investment banker(s) and attorney(s), establishment of procedures and controls, set-up of trust accounts and tickler suspense items and the receipt and disbursement/investment of bond proceeds. This fee is payable on the closing date.

Annual Paying Agent Administration Fee \$500

An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. This fee is payable annually, in advance.

Pricing for Call or Redemptions of Bonds \$300 Per Call \$300

Call Pricing includes distribution of the call notice to holders of record, redemption processing, and notification to EMMA. Any publication expenses (i.e. Bond Buyer, regional periodical, financial periodicals, etc.) for the call notice will be billed to the Issuer at cost.

Extraordinary Services/Misc Fees At Appraisal

The charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNYMTC's sole discretion. If it is contemplated that the Trustee hold and/or value collateral or enter into any investment contract, forward purchase or similar or other agreement, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. Should this transaction terminate prior to closing, all out-of-pocket expenses incurred, including legal fees, will be billed at cost. If all outstanding bonds of a series are defeased, partially called or called in full prior to their maturity, a termination fee may be assessed at that time.

These extraordinary services may include, but are not limited to, supplemental agreements, consent operations, unusual releases, tender processing, sinking fund redemptions, failed remarketing processing, the preparation of special or interim reports, custody of collateral, a one-time fee to be charged upon termination of an engagement. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed, UCC filing fees, money market sweep fees, auditor confirmation fees, wire transfer fees,



BNY MELLON

transaction fees to settle third-party trades and reconciliation fees to balance trust account balances to third-party investment provider statements.

Annual fees include one standard audit confirmation per year without charge. Standard audit confirmations include the final maturity date, principal paid, principal outstanding, interest cycle, interest paid, cash and asset information, interest rate, and asset statement information. Non-standard audit confirmation requests may be assessed an additional fee. Periodic tenders, sinking fund, optional or extraordinary call redemptions will be assessed at \$300 per event. FDIC or other governmental charges may be passed along to you as incurred. The obligor shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYMTC to vendors who have not performed services for BNYMTC's benefit under the various note issuances or other undertakings contemplated by this fee agreement.

Terms and Disclosures

Terms of Proposal

Final acceptance of the appointment as Registrar and Paying Agent is subject to approval of authorized officers of BNYMTC and full review and execution of all documentation related hereto. Please note that if this transaction does not close, you will be responsible for paying any expenses incurred, including Counsel Fees. We reserve the right to terminate this offer if we do not enter into final written documents within three months from the date this document is first transmitted to you. Fees may be subject to adjustment during the life of the engagement.

Customer Notice Required by the USA Patriot Act

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with BNYMTC, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

We thank you for your assistance.

Signature Identification and No-Litigation Certificate

14

6. No additional certificates, warrants or other indebtedness have been issued by the County since the date of the County's General Certificate submitted to the Attorney General of the State of Texas in connection with his approval of the Bonds.

7. The seal which has been impressed, or placed in facsimile, upon each of the Bonds is the legally adopted, proper and only official seal of the County, and such official seal is impressed on this certificate.

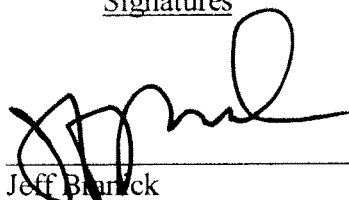
8. The information contained in the General Certificate dated September 26, 2013, is still true and correct.

9. We further certify that Patrick Swain is the County's County Auditor, that he executed the Officer's Pricing Certificate dated September 26, 2013, and the Private Placement Letter Agreement dated September 26, 2013, and his signature below is his true and genuine signature.

SIGNED AND SEALED as of October 29, 2013.

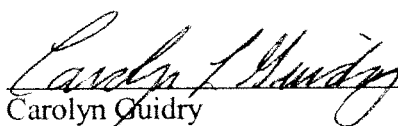
Signatures

Title of Office



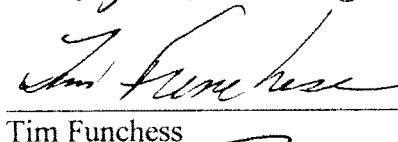
Jeff Brantick

COUNTY JUDGE,
JEFFERSON COUNTY, TEXAS



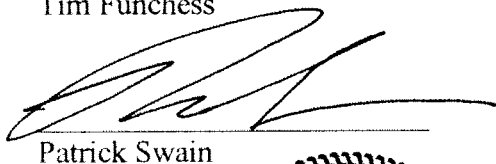
Carolyn Quidry

COUNTY CLERK,
JEFFERSON COUNTY, TEXAS



Tim Funchess

COUNTY TREASURER
JEFFERSON COUNTY, TEXAS



Patrick Swain

COUNTY AUDITOR
JEFFERSON COUNTY, TEXAS

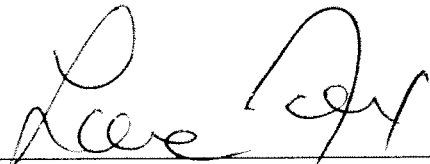
(SEAL)



THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

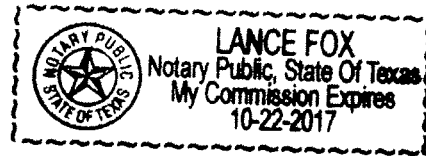
BEFORE ME, the undersigned Notary Public, on this day personally appeared **Jeff Branick, Carolyn Guidry, Tim Funchess and Patrick Swain**, known to me to be the persons whose names are subscribed to the attached and foregoing instrument, and who executed such instrument in my presence, and who acknowledged to me that such instrument was executed by them for the purposes and in the capacities stated therein.

WITNESS MY HAND AND SEAL OF OFFICE this 7th day of October, 2013.



NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



**Attorney General's Opinion and Comptroller's
Registration Certification**

15



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

October 24, 2013

THIS IS TO CERTIFY that Jefferson County, Texas (the "Issuer"), has submitted the Jefferson County, Texas General Obligation Refunding Bonds, Series 2013 (the "Bonds"), in the aggregate principal amount of \$1,340,000, for approval. The Bonds are dated October 1, 2013, numbered I-1 through I-5, and were authorized by an Order of the Issuer passed September 9, 2013.

The Office of the Attorney General has examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

We express no opinion relating to any official statement or any other offering material relating to the Bonds.

Based on our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

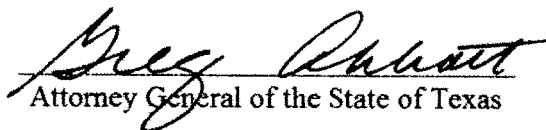
- (1) The Bonds have been issued in accordance with law and are valid and binding obligations of the Issuer.
- (2) In accordance with the provisions of the law, firm banking arrangements have been made for the discharge and final payment or redemption of the obligations being refunded upon deposit of an amount sufficient to pay said obligations when due.
- (3) The Bonds are payable from the proceeds of an ad valorem tax levied, within the limits prescribed by law, against all taxable property within the Issuer.

Therefore, the Bonds are approved.

Jefferson County, Texas General Obligation Refunding Bonds, Series 2013 - \$1,340,000

-Page 2-

The Comptroller is instructed that she may register the Bonds without the cancellation of the underlying securities being refunded thereby.


Attorney General of the State of Texas

No. 56157
Book No. 2013-D
JCH

* See attached Signature Authorization


OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF TEXAS

§
§
§

I, GREG ABBOTT, Attorney General for the State of Texas, do hereby authorize the employees of the Public Finance Division of the Office of the Attorney General to affix a digital image of my signature, in my capacity as Attorney General, to the opinions issued by this office approving the issuance of public securities by the various public agencies, non-profit corporations, districts, entities, bodies politic or corporate, or political subdivisions of this State as required by law, the opinions approving those contracts designated by the Legislature as requiring the approval of the Attorney General, and the obligations, proceedings and credit agreements required by law to be approved by the Attorney General. The authorized digital image of my signature is attached as Exhibit A and is hereby adopted as my own for the purposes set forth herein. This supercedes any prior signature authorizations for the same purpose.

The authority granted herein is to be exercised on those occasions when I am unavailable to personally sign said opinions, and upon the condition that the opinions to which the digital image signature is affixed have been approved by an authorized Assistant Attorney General following the completion of the Public Finance Division's review of the transcripts of proceedings to which the opinions relate.

Given under my hand and seal of office at Austin, Texas, this the 9 day of January, 2009.



GREG ABBOTT
Attorney General of the State of Texas

OFFICE OF COMPTROLLER

OF THE STATE OF TEXAS

I, SUSAN COMBS, Comptroller of Public Accounts of the State of Texas, do hereby certify that the attachment is a true and correct copy of the opinion of the Attorney General approving the:

Jefferson County, Texas General Obligation Refunding Bonds, Series 2013

numbered I-1/I-5, of the denomination of \$ various, dated October 1, 2013, as authorized by issuer, interest various percent, under and by authority of which said bonds/certificates were registered electronically in the office of the Comptroller, on the 24th day of October 2013, under Registration Number 82566.

Given under my hand and seal of office, at Austin, Texas, the 24th day of October 2013.



SUSAN COMBS
Comptroller of Public Accounts
of the State of Texas

OFFICE OF COMPTROLLER
OF THE STATE OF TEXAS

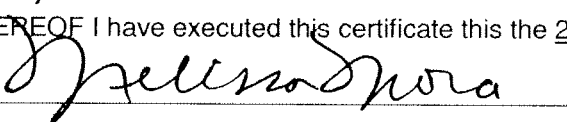
I, Melissa Mora, Bond Clerk Assistant Bond Clerk in the office of the Comptroller of the State of Texas, do hereby certify that, acting under the direction and authority of the Comptroller on the 24th day of October 2013, I signed the name of the Comptroller to the certificate of registration endorsed upon the:

Jefferson County, Texas General Obligation Refunding Bonds, Series 2013,

numbered I-1/I-5, dated October 1, 2013, and that in signing the certificate of registration I used the following signature:



IN WITNESS WHEREOF I have executed this certificate this the 24th day of October 2013.



I, Susan Combs, Comptroller of Public Accounts of the State of Texas, certify that the person who has signed the above certificate was duly designated and appointed by me under authority vested in me by Chapter 403, Subchapter H, Government Code, with authority to sign my name to all certificates of registration, and/or cancellation of bonds required by law to be registered and/or cancelled by me, and was acting as such on the date first mentioned in this certificate, and that the bonds/certificates described in this certificate have been duly registered in the office of the Comptroller, under Registration Number 82566.

GIVEN under my hand and seal of office at Austin, Texas, this the 24th day of October 2013.



SUSAN COMBS
Comptroller of Public Accounts
of the State of Texas

Receipt of Escrow Agent

RECEIPT OF ESCROW AGENT


The undersigned, acting through its duly authorized representative as Escrow Agent (the "Escrow Agent") under the Deposit Escrow Agreement, dated as of October 1, 2013 (the "Escrow Agreement"), between it and Jefferson County, Texas (the "County") relating to the County's General Obligation Refunding Bonds, Series 2013 (the "Refunding Bonds"), hereby acknowledges receipt of the following:

1. An executed counterpart of the Escrow Agreement.
2. Cash funds in the amount of \$1,298,192.09, which have been deposited to the Escrow Fund as provided in the Escrow Agreement.

As a result of the receipt of the foregoing items, the Escrow Agreement between the Escrow Agent and the County has become effective as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of October, 2013.

The Bank of New York Mellon Trust Company, N.A.

By: 
Its: Associate

Closing Certificate of the County

CLOSING CERTIFICATE OF ISSUER

This Closing Certificate is executed and delivered with regard to the \$1,340,000 Jefferson County, Texas, General Obligation Refunding Bonds, Series 2013 (the "Bonds"), which are being delivered to and purchased by Presidio Short Term Tax Exempt Fund, L.P. and Citizens National Bank (the "Purchasers") on the date hereof pursuant to the terms of that certain Private Placement Letter Agreement dated September 26, 2013 (the "Purchase Agreement"), between Jefferson County, Texas (the "Issuer") and the Purchasers. Capitalized terms used below shall have the meaning assigned to them in that certain Order adopted by the Commissioners Court of the Issuer on September 9, 2013, authorizing the issuance of the Bonds and other matters related thereto (the "Order").

The undersigned hereby certifies to the Underwriters the following:

(i) the Issuer has duly performed all of its obligations to be performed and satisfied all conditions on its part to be satisfied at or prior to the time of the Closing and each of the representations and warranties of the Issuer contained in the Purchase Agreement is true and correct at and as of the time of the Closing, with the same effect as if made on the Closing Date;

(ii) the Issuer has authorized, by all necessary action, the execution and delivery or receipt and due performance of the Bonds, the Purchase Agreement, the Pricing Certificate, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed and delivered or received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Purchase Agreement;

(iii) No litigation is pending or, to the best of the Issuer's knowledge and belief, threatened in any court or before any governmental agency or administrative entity or authority in any way affecting the existence of the Issuer or any other officials of the Issuer to their respective positions or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the assessment, levy, or collection of taxes of the Issuer sufficient to pay the principal of and interest on the Bonds pursuant to the Order, or in any way affecting or contesting any authority for or the validity or enforceability of the Bonds, the Purchase Agreement, the Order, the Pricing Certificate, the Escrow Agreement or the existence or powers of the Issuer;

(iv) the adoption of the Order and the execution and delivery of the Bonds, the Purchase Agreement, the Escrow Agreement, the Pricing Certificate, and the other agreements contemplated by the Purchase Agreement and by the Order to be executed and delivered by the Issuer under the circumstances contemplated thereby, and the compliance by the Issuer with the provisions thereof, will not conflict with, or, constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or orders or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which the Issuer or any of the Issuer's properties is bound;

(v) the Order authorizing the Bonds and the related transactions has not been amended, modified or repealed and is in full force and effect;

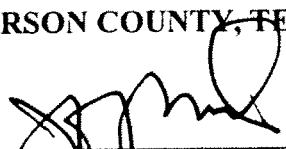
(vi) the information set forth in the Term Sheet is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(vii) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Term Sheet which should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect.

[Signature page follows this page.]

EXECUTED as of the 29 day of October, 2013.

JEFFERSON COUNTY, TEXAS

By: 

Jeff Brant
County Judge

Certificate as to Debt Service Schedule and Debt Service Savings

18

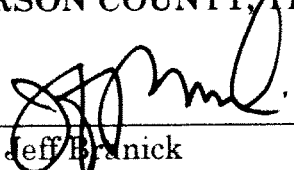
**CERTIFICATE AS TO DEBT SERVICE
SCHEDULE AND DEBT SERVICE SAVINGS**

This Certificate is executed and delivered with regard to the \$1,340,000 Jefferson County, Texas General Obligation Refunding Bonds, Series 2013 (the "Bonds"), which are being delivered to and purchased by the Purchasers. Capitalized terms used below shall have the meaning assigned to them in that certain Order adopted by the Commissioners Court of Jefferson County, Texas on September 9, 2013, authorizing the issuance of the Bonds and other matters related thereto (the "Order").

The undersigned hereby certifies that based upon the schedule attached hereto as Exhibit "A" prepared by U.S. Capital Advisors, LLC (the "Debt Service Schedule"), the debt service savings resulting from issuance of the Bonds and refunding of the Refunded Obligations will equal to a net present value of 4.407142%, and dollar savings to the County equal to a net present value of \$56,631.78 and the gross debt service savings will equal to \$58,551.79. The undersigned further certifies that the Debt Service Schedule attached hereto as Exhibit "B" shows all outstanding bonds and certificates of obligation, including the Bonds, of the County.

EXECUTED this 29 day of October, 2013.

JEFFERSON COUNTY, TEXAS

By: 
Name: Jeff Branick
Title: County Judge

SAVINGS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/29/2013 @ 1.4321073%
09/30/2014	293,361.26	282,102.49	11,258.77	11,298.03
09/30/2015	288,761.26	279,344.00	9,417.26	9,286.99
09/30/2016	288,961.26	277,171.00	11,790.26	11,410.65
09/30/2017	288,442.50	274,229.50	14,213.00	13,519.58
09/30/2018	292,180.00	280,307.50	11,872.50	11,116.53
	1,451,706.28	1,393,154.49	58,551.79	56,631.78

Savings Summary

Dated Date	10/29/2013
Delivery Date	10/29/2013
PV of savings from cash flow	56,631.78
Net PV Savings	56,631.78

EXHIBIT "A"
A-1

SUMMARY OF REFUNDING RESULTS

Jefferson County, Texas
General Obligation Refunding Bonds, Series 2013 PP

Dated Date	10/29/2013
Delivery Date	10/29/2013
Arbitrage yield	1.432107%
Escrow yield	
Bond Par Amount	1,340,000.00
True Interest Cost	1.432107%
Net Interest Cost	1.435659%
Average Coupon	1.435659%
Average Life	2.763
Par amount of refunded bonds	1,285,000.00
Average coupon of refunded bonds	4.220464%
Average life of refunded bonds	2.833
PV of prior debt to 10/29/2013 @ 1.432107%	1,396,631.78
Net PV Savings	56,631.78
Percentage savings of refunded bonds	4.407142%
Percentage savings of refunding bonds	4.226252%

A-2

Debt Service

The following table represents the debt service on the outstanding debt obligations and the Bonds.

FYE 9/30	Outstanding Debt Service	Less: Refunding Debt Service	The Bonds				Total	Total
			Principal	Interest Rate	Interest	Total		
2014	\$ 6,125,511	\$ 293,361	\$ 270,000	0.62%	\$ 12,102	\$ 282,102	\$ 6,407,614	
2015	6,121,061	288,761	265,000	0.82%	14,344	279,344	6,400,405	
2016	6,135,911	288,961	265,000	1.11%	12,171	277,171	6,413,082	
2017	6,115,143	288,443	265,000	1.48%	9,230	274,230	6,389,372	
2018	4,916,130	292,180	275,000	1.93%	5,308	280,308	5,196,438	
2019	4,608,000	-	-	-	-	-	4,608,000	
2020	4,640,000	-	-	-	-	-	4,640,000	
2021	4,602,700	-	-	-	-	-	4,602,700	
2022	4,635,450	-	-	-	-	-	4,635,450	
2023	4,642,200	-	-	-	-	-	4,642,200	
2024	4,588,700	-	-	-	-	-	4,588,700	
2025	4,598,950	-	-	-	-	-	4,598,950	
Total	\$ 61,729,756	\$ 1,451,706	\$ 1,340,000		\$ 53,154	\$ 1,393,154	\$ 63,122,911	

EXHIBIT "B"

Reliance Opinions of Co-Bond Counsel

Creighton, Fox, Johnson & Mills, PLLC

Lance C. Fox
Partner

Email: lcf@cfjmlaw.com

Attorneys at Law

P.O. Box 5607, Beaumont, Texas 77726-5607
3535 Calder, Suite 310 77706

Phone (409) 833-0062 | Fax (409) 833-0084
www.cfjmlaw.com

Other Offices:

1601 Rio Grande, Suite 330

Austin, TX 78701

Phone (512) 457-8797

Fax (512) 457-8792

October 29, 2013

Presidio Short Term Tax Exempt Fund, L.P.
755 E. Mulberry, Suite 400
San Antonio, TX 78212

Citizens National Bank
PO Drawer 111
Cameron, TX 76520

RE: \$1,340,000 Jefferson County, Texas, General Obligation Refunding Bonds, Series 2013

Gentlemen:

This letter is being delivered to you in connection with the issuance of the above-captioned bonds issued pursuant to the terms of an order adopted by the Commissioners Court of Jefferson County, Texas, on September 9, 2013. Terms defined in the Order are used in this opinion with the meanings assigned to them therein.

We have acted as Bond Counsel to the Issuer in connection with the issuance, sale and delivery of the Bonds. In our capacity as Bond Counsel, we have on this date delivered our opinion regarding the legality and validity of the Bonds and certain other matters. This letter is to advise you that you are hereby authorized to rely upon such opinion the same as if it were addressed to you.

Yours truly,

CREIGHTON, FOX, JOHNSON & MILLS, PLLC

Creighton, Fox, Johnson & Mills, PLLC

October 29, 2013

Presidio Short Term Tax Exempt Fund, L.P.
755 E. Mulberry, Suite 400
San Antonio, TX 78212

Citizens National Bank
PO Drawer 111
Cameron, TX 76520

Re: \$1,340,000 Jefferson County, Texas, General Obligation Refunding Bonds, Series 2013

Ladies and Gentlemen:

This letter is being delivered to you in connection with the issuance of the above-captioned bonds issued pursuant to the terms of an order adopted by the Commissioners Court of Jefferson County, Texas, on September 9, 2013. Terms defined in the Order are used in this opinion with the meanings assigned to them therein.

We have acted as Bond Counsel to the Issuer in connection with the issuance, sale and delivery of the Bonds. In our capacity as Bond Counsel, we have on this date delivered our opinion regarding the legality and validity of the Bonds and certain other matters. This letter is to advise you that you are hereby authorized to rely upon such opinion the same as if it were addressed to you.

Yours very truly,

GERMER PLLC



GERMER PLLC

550 FANNIN SUITE 400 BEAUMONT, TX 77701
Or P.O. BOX 4915 BEAUMONT, TX 77704
PHONE: 409.654.6700 • FAX: 409.835.2115

Federal Tax Certificate

20

FEDERAL TAX CERTIFICATE

I, the undersigned officer of Jefferson County, Texas (the "Issuer"), make this certification for the benefit of all persons interested in the exclusion from gross income for federal income tax purposes of the interest to be paid on the Issuer's General Obligation Refunding Bonds, Series 2013 (the "Bonds"), which are being issued in the aggregate principal amount of \$1,340,000. The Bonds are being delivered on October 29, 2013. I do hereby certify as follows in good faith on the date of issue of the Bonds:

A. General.

1. I am the duly chosen, qualified and acting officer of the Issuer for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Issuer. I am the officer of the Issuer charged, along with other officers of the Issuer, with responsibility for issuing the Bonds.

2. I am aware of the provisions of Sections 141, 148, 149 and 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations (the "Regulations") heretofore promulgated under Sections 141, 148, 149 and 150 of the Code. This Certificate is being executed and delivered pursuant to Sections 1.141-1 through 1.141-15, 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2 of the Regulations.

3. The capitalized terms used in this certificate (unless otherwise defined) that are defined in the Order dated September 9, 2013 together with the Pricing Certificate dated September 26, 2013 (collectively the "Order") authorizing the issuance of the Bonds shall for all purposes hereof have the meanings therein specified. All such terms defined in the Code or Regulations shall for all purposes hereof have the same meanings as given to those terms in the Code and Regulations unless the context clearly requires otherwise.

B. Reasonable Expectations.

The facts and estimates that are set forth in this certificate are accurate. The expectations that are set forth in this certificate are reasonable in light of such facts and estimates. There are no other facts or estimates that would materially change such expectations. In connection with this certificate, the undersigned has to the extent necessary reviewed the certifications set forth herein with other representatives of the Issuer as to such accuracy and reasonableness. The undersigned has also relied, to the extent appropriate, on representations set forth in the Private Placement Letter Agreement dated September 26, 2013 of Presidio Short Term Tax Exempt Fund, LP and Citizens National Bank, the Purchasers of the Bonds (the "Purchaser"), and the Certificate of the Purchaser attached hereto as **Exhibit "A"**, and the Certificate of the Issuer's Financial Advisor attached hereto as **Exhibit "B"**. The undersigned is aware of no fact, estimate or circumstances that would create any doubt regarding the accuracy or reasonableness of all or any portion of such documents.

C. Purpose and Size.

1. The Bonds are being issued pursuant to the Order to finance (i) the current refunding of the Issuer's Certificates of Obligation, Series 2003B (the "Refunded Obligations"), as follows:

<u>Series</u>	<u>Principal Amount</u>	<u>Maturities</u>	<u>Call Date</u>	<u>Call Price</u>
2003B	\$1,285,000	8/1/2014-2018	10/30/13	100%

together with accrued interest to the Redemption Date and (ii) costs of issuing the Bonds.

2. Each of the projects financed with proceeds of the Refunded Obligations (the "Projects") are owned and operated and maintained by the Issuer. The Issuer has not contracted in any manner with any company, firm or other person or entity to operate and/or maintain the Projects or all or part of any one, for and on behalf of the Issuer. The Issuer does not expect to enter into any contract for the operation, maintenance or management of the Projects or all or part of any one, except for contracts complying with Rev. Proc 97-13.

3. There is not, and as of the date hereof the Issuer does not anticipate entering into, any lease, contract or other understanding or arrangement having a term of more than one year, such as a take-or-pay contract or output contract, with any person other than a state or local governmental unit (including a municipal utility district), pursuant to which the Issuer expects that proceeds of the Bonds, or the Projects financed therewith, will be used in the trade or business of such person (including all activities of such persons who are not individuals).

4. The Issuer has not entered into, and as of the date hereof the Issuer does not anticipate entering into, any contract with any person, other than a state or local governmental unit, for the sale of water or the collection and treatment of sewage at or for any one of the Projects, which extends for a period greater than twelve months, including optional renewals, other than contracts on terms available to the general public, including discounts for greater volume.

5. The Refunded Obligations are being refunded to obtain a reduction in debt service since the interest rates on the Bonds are less than the interest rates on the Refunded Obligations. The Refunded Obligations will be called for redemption on the Redemption Date set forth above, which is the earliest date following the date of Closing of the issuance of the Bonds on which the Refunded Obligations can be redeemed.

6. The amounts received from the sale of the Bonds, when added to the amounts expected to be received from the investment thereof, is not expected to exceed the amounts required to pay principal of and interest on the Refunded Obligations on the Redemption Date set forth above and costs of refunding the Refunded Obligations and of issuing the Bonds.

7. The Bonds are a current refunding, within the meaning of section 1.150-1(d)(3) of the Regulations, of each series of the Refunded Obligations.

8. No receipts from the sale of the Bonds or amounts received from the investment thereof will be used to pay the principal of or interest on any presently outstanding issue of bonds or other similar obligations of the Issuer other than the Bonds and the Refunded Obligations.

9. The Issuer has no present intent to issue any additional bonds. The Bonds are the first refunding of the Refunded Obligations, all of which are original bonds and not themselves issued to refund other Issuer indebtedness.

10. The weighted average maturity of the Bonds is not more than 120% of the remaining expected useful life of the Projects.

D. Source and Disbursement of Funds.

1. The Issuer has sold the Bonds in a private placement to the Purchaser for a purchase price of \$1,340,000, which is the par amount of the Bonds.

2. The Issuer has caused the closing agent to deposit this day such amounts, as follows:

<u>Disposition</u>	<u>Amount</u>
Deposit to Escrow Fund	\$ 1,298,192.09
Disbursed to pay costs of issuance	41,807.91
Total	\$ 1,340,000.00

E. Temporary Periods and Time for Expenditures.

1. The amount disbursed or set aside to pay costs of issuance on the Bonds will be so used within one year from the date hereof and will not be used to pay debt service on the Refunded Obligations.

2. All of the Bond proceeds deposited with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as paying agent for the Refunded Obligations (the "Paying Agent") for the Refunded Obligations will be used to redeem and discharge the Refunded Obligations on October 30, 2013.

F. Yield and Nonpurpose Investments.

1. All of the Bond proceeds deposited this day with the Paying Agent will be held uninvested as cash until used to pay debt service on the Refunded Obligations.

2. U.S. Capital Advisors LLC, as financial advisor to the Issuer, has calculated that a discount factor of at least 1.432107% (the "Bond Yield") is required to reduce the principal and interest to be paid on the Bonds to a present value on the date hereof, compounding semiannually, equal to the issue price of the Bonds, including accrued interest.

3. Other than the Bonds, no obligations of the Issuer have been sold or delivered pursuant to the same plan of financing and payable from the same source of funds within 15 days before or after September 26, 2013, the date on which the Issuer awarded the sale of the Bonds (the "Sale Date").

4. The Issuer has covenanted in the Order that it will account for the gross proceeds of the Bonds separately and apart from all other funds of the Issuer from the date hereof, that it will calculate the earnings on all nonpurpose investments made with gross proceeds of the Bonds and that it will make payments to the United States Treasury of any Rebate Amount as a result of such investments at least every five years and at the maturity of the Bonds, together with any such reports as the Secretary of the Treasury shall prescribe, as may be required by Section 148(f) of the Code.

G. Debt Service Fund.

1. Pursuant to the Order, the Issuer has levied an ad valorem tax on all taxable property within its boundaries and has pledged such tax to pay debt service on the Bonds. Such amounts will be deposited to the credit of the Debt Service Fund as defined in the Order and maintained in the books of the Issuer.

2. The Debt Service Fund will be maintained to achieve a proper matching of revenues and debt service within each bond year. The Issuer expects that the following will occur with respect to the Debt Service Fund (other than that portion of the Debt Service Fund, if any, consisting of deposits made to defease in whole or in part the contractual obligations of the Issuer to make deposits thereto):

(a) the Debt Service Fund will be depleted at least once a year except possibly for a carry-over amount not greater than the larger of one year's income from the investment of such portion or one-twelfth (1/12) of annual debt service requirements on the Bonds;

(b) all deposits to the Debt Service Fund will be spent within 13 months of deposit; and

(c) all amounts received from investment of money in the Debt Service Fund will be deposited in the Debt Service Fund and within twelve months of receipt will be expended to pay principal or interest on the Bonds.

3. Except as described herein, no funds of the Issuer have been pledged to pay principal of or interest on the Bonds or otherwise restricted so as to give reasonable assurance of the availability of such funds for such purpose.

H. No Transferred Proceeds.

All the proceeds of the Refunded Obligations have been expended for the purposes for which the Refunded Obligations were issued.

I. Bonds Not Hedge Bonds.

1. At the time the Refunded Obligations were issued, the Issuer reasonably expected that at least 85% of the proceeds of the Refunded Obligations would be used to carry out the governmental purpose of the Refunded Obligations within three years after the date such Refunded Obligations were issued.

2. Not more than 50 percent of the proceeds of the Refunded Obligations was invested in nonpurpose investments having a substantially guaranteed yield for (four) 4 years or more.

J. No Abusive Arbitrage Device.

1. In connection with the issuance of the Bonds, the Issuer has not employed any action which has the effect of overburdening the market for tax-exempt obligations by issuing more bonds, issuing bonds earlier, or allowing bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds.

2. In connection with the issuance of the Bonds, the Issuer has not taken or omitted to take any action which has the effect of enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage.

K. Federal Tax Audit Responsibilities.

The Issuer acknowledges that in the event of an examination by the Internal Revenue Service (the "Service") to determine compliance of the Bonds with the provisions of the Code as they relate to tax-exempt obligations, the Issuer will respond, and will direct its agents and assigns to respond, in a commercially reasonable manner to any inquiries from the Service in connection with such an examination. The Issuer understands and agrees that the examination may be subject to public disclosure under applicable Texas law.

L. Record Retention.

The Issuer has covenanted in the Order that it will comply with the requirements of the Code relating to the exclusion of the interest on the Bonds under section 103 of the Code. The Service has determined that certain materials, records and information should be retained by the issuers of tax-exempt obligations for the purpose of enabling the Service to confirm the exclusion of the interest on such obligations under section 103 of the Code. ACCORDINGLY, THE ISSUER SHALL TAKE STEPS TO ENSURE THAT ALL MATERIALS, RECORDS AND INFORMATION NECESSARY TO CONFIRM THE EXCLUSION OF THE INTEREST ON THE BONDS UNDER SECTION 103 OF THE CODE ARE RETAINED FOR THE PERIOD BEGINNING ON THE ISSUE DATE OF THE OUTSTANDING BONDS OR, IN THE CASE OF A SEQUENCE OF REFUNDINGS, THE ISSUE DATE OF THE OBLIGATIONS ORIGINALLY FINANCING THE OUTSTANDING PROJECT AND ENDING THREE YEARS AFTER THE DATE THE BONDS ARE RETIRED.

[The remainder of this page has intentionally been left blank.]

WITNESS MY HAND, this 29 day of October, 2013.

Jefferson County, Texas

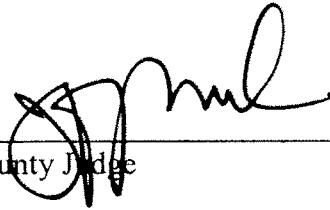
By:  _____
County Judge

EXHIBIT B

CERTIFICATE OF FINANCIAL ADVISOR

I, the undersigned, have acted as financial advisor to Jefferson County, Texas (the "Issuer"), in connection with the sale and delivery of the Issuer's General Obligation Refunding Bonds, Series 2013, in the aggregate amount of \$1,340,000 (the "Bonds"). I hereby certify as follows:

1. I am the duly chosen, qualified and acting officer of the Financial Advisor for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Financial Advisor. I am the officer of the Financial Advisor charged, along with other officers of the Financial Advisor, with the responsibility for issuing the Bonds.

2. The Financial Advisor computed the Weighted Average Maturity of the Bonds to be 2.7630 years. The initial yield on the Bonds, based on an issue price of \$1,340,000.00, is 1.4321 percent. For purposes of this certificate, the term "yield" means that yield which is computed as described in paragraph F 2 of the Federal Tax Certificate to which this certificate is attached. No Underwriters' discount, issuance costs, or costs of carrying or repaying the Bonds have been taken into account for purposes of computing the yield on the Bonds.

2. I have worked closely with representatives of the Issuer in structuring the financial terms of the Bonds. I hereby represent that to the best of my knowledge the statements of the Issuer set forth in the Federal Tax Certificate to which this certificate is attached, are true, accurate and complete.

I hereby authorize the Issuer to rely on the statements made herein in connection with making the representations set forth in the Federal Tax Certificate to which this certificate is attached and in its efforts to comply with the conditions imposed by the Code on the exclusion of interest on the Bonds from the gross income of their owners. I hereby authorize Creighton, Fox, Johnson & Mills, PLLC and Germer LLP to rely on this certificate for purposes of their opinions regarding the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes. Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Federal Tax Certificate to which this certificate is attached.

EXECUTED this 29 day of October, 2013.

USCA Municipal Advisors, LLC

By: 

Title: Managing Director

Specimen of Bonds

21

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF JEFFERSON

NUMBER	DENOMINATION
I-1	\$270,000
REGISTERED	REGISTERED

JEFFERSON COUNTY, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2013

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>DELIVERY DATE</u>
0.620%	August 1, 2014	October 1, 2013	October 29, 2013

REGISTERED OWNER: Presidio Short Term Tax Exempt Fund, L.P. and
 Citizens National Bank

PRINCIPAL AMOUNT: TWO HUNDRED SEVENTY THOUSAND DOLLARS

JEFFERSON COUNTY, TEXAS (the "County"), promises to pay to the Registered Owner identified above, or registered assigns, on the date specified above, upon presentation and surrender of this bond at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date set forth above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this bond is payable on each February 1 and August 1, beginning on February 1, 2014, until the maturity or redemption date of this bond or until the County's obligation with respect to this bond has been satisfied. Interest on this bond shall be payable by wire transfer or by check or draft mailed by first class mail, postage prepaid, by the Registrar to the registered owner of record as of the previous January 15 and July 15 as shown on the books of registration kept by the Registrar.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$1,340,000 (the "Bonds"), issued pursuant to an order adopted by the Commissioners Court of the County on September 9, 2013 (the "Order") for the purpose of redeeming and currently refunding prior to maturity the County's Certificates of Obligation, Series 2003B, maturing in the years 2014 through 2018.

THIS BOND IS NOT SUBJECT TO OPTIONAL REDEMPTION prior to maturity.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THE BONDS ARE EXCHANGEABLE at the principal corporate trust office of the Registrar for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

NEITHER THE COUNTY NOR THE REGISTRAR shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within 45 days of the date fixed for redemption, provided that such limitation on transfer shall not be applicable to exchange by the registered owner of the unredeemed balance of a Bond called for redemption in part.

THIS BOND SHALL NOT BE VALID or obligatory for any purpose or be entitled to any benefit under the Order unless this bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate endorsed hereon or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY HAS COVENANTED in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes within the limits prescribed by law sufficient to provide for the payment of the interest on and principal of this bond, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the County and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the County Judge, countersigned with the manual or facsimile signature of the County Clerk and registered by the manual or facsimile signature of the County Treasurer, and the official seal of the Commissioners Court has been duly impressed, or placed in facsimile, on this bond.

(SEAL)

JEFFERSON COUNTY, TEXAS

REGISTERED:

County Judge

County Treasurer

County Clerk

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____, 2013.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond is one of the Bonds described in and delivered pursuant to the Order described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of a Series which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust Company, N.A., Registrar

By _____
Authorized Signature

Date: _____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and hereby irrevocably constitutes and appoints _____ attorney to transfer said bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: The signatures must be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings & loan associations and credit unions with membership in an approved signature guarantee medallion program) pursuant to S.E.C. Rule 17 Ad-15.

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever

Form 8038-G

22

Form **8038-G**

(Rev. September 2011)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Jefferson County, Texas		2 Issuer's employer identification number (EIN) 74-6000291	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Guy N. Goodson, Attorney		3b Telephone number of other person shown on 3a (409) 654-6730	
4 Number and street (or P.O. box if mail is not delivered to street address) 1149 Pearl Street		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Beaumont, Texas 77701		7 Date of issue 10/29/2013	
8 Name of issue General Obligation Refunding Bonds, Series 2013		9 CUSIP number 473502	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Patrick Swain, County Auditor		10b Telephone number of officer or other employee shown on 10a (409) 835-8500	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Refunding	18	1,340,000	00
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	8/01/2018	\$ 1,340,000.00	\$ 1,340,000.00	2.7630 years	1.4321 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		--	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,340,000	00	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	41,807	91	
25 Proceeds used for credit enhancement	25	0	00	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0	00	
27 Proceeds used to currently refund prior issues	27	1,298,192	09	
28 Proceeds used to advance refund prior issues	28	0	00	
29 Total (add lines 24 through 28)	29	1,340,000	00	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	0	00	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	2.8334	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	--	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	10/30/2013	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	02/01/2003	

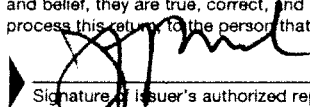
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶			<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶			<input checked="" type="checkbox"/>
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶			<input checked="" type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶			<input checked="" type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	10/29/2013 Date	Jeff R. Branick, County Judge Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

Certificate for Texas Bond Review Board

CERTIFICATE FOR TEXAS BOND REVIEW BOARD

The undersigned official of **Jefferson County, Texas** (the "County") hereby executes this Certificate in connection with the issuance of the County's General Obligation Refunding Bonds, Series 2013 (the "Obligations"), in the principal amount of \$1,340,000, and hereby certifies the following:

1. **Name of Bond Issue.** The name of this issue of Obligations is \$1,340,000 JEFFERSON COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013.
2. (a) **Par Amount.** The par amount of the issue is \$1,340,000.00.
 (b) **Bond Premium.** The amount of the bond premium for this issue is \$-0-.
 (c) **Original Issue Discount.** The amount of the original issue discount is \$-0-.
3. **Dated Date.** The dated date of the Obligations is October 1, 2013.
4. **Closing Date.** The expected and anticipated closing date is October 29, 2013.
5. **Maturity Schedule.** The maturity amounts and coupon rates for the Obligations is as follows:

Maturity (August 1)	Principal Amount Maturing	Interest Rate
2014	\$270,000	0.62%
2015	\$265,000	0.82%
2016	\$265,000	1.11%
2017	\$265,000	1.48%
2018	\$275,000	1.93%

6. **Call Provisions.** The Obligations are not subject to optional redemption prior to maturity.
7. **Mandatory Redemption Provisions.** The Obligations are not subject to mandatory sinking fund redemption.

8. **Debt Service Schedule.** Attached hereto as Exhibit "B" and incorporated herein by reference is a debt service schedule for the Obligations.
9. **Derivative Products.** There were no derivative products used in connection with the issuance of the Obligations.
10. **Refunded Bonds.** The proceeds of the Obligations were used to currently refund the County's outstanding Certificates of Obligation, Series 2003B, maturing on August 1 in the years 2014 through 2018 in the aggregate principal amount of \$1,285,000.
11. **Pledge.** The Obligations are secured by and payable from a pledge of ad valorem taxes on all taxable property within the Issuer, within the limits prescribed by law.
12. **Credit Enhancement.** There is no credit enhancement in connection with the Obligations.
13. **Ratings.** The Obligations were not rated.
14. **Type of Sale.** The Obligations were sold by negotiated private placement.
15. **Pricing.** The pricing for the Obligations was done pursuant to a private placement that took place on September 26, 2013.
16. **Purchaser.** The purchasers of the Obligations are Presidio Short Term Tax Exempt Fund and Citizens National Bank..
17. **Official Statement.** There was no Official Statement prepared for the Obligations.
18. **Costs of Issuance.** Attached hereto as Exhibit "A" and incorporated herein by reference is a schedule of the best estimate of the County of the costs of issuance of the Obligations. In the event the final costs of issuance are significantly different than from the following estimate, the County hereby certifies that it will submit the changes directly to the Texas Bond Review Board.

19. **Financing Participants**. The following participants were involved in the issuance of the Obligations:

Financial Advisor	U.S. Capital Advisors, LLC
Co- Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer, Bernsen & Gertz, L.L.P.
Paying Agent/Registrar	The Bank of New York Mellon Trust Company, N.A.
Escrow Agent	The Bank of New York Mellon Trust Company, N.A.
Purchasers	Presidio Short Term Tax Exempt Fund, L.P. Citizens National Bank

[Signature Page Follows]

Executed this 29 day of October, 2013.

JEFFERSON COUNTY, TEXAS


By: 
Title: County Judge

EXHIBIT "A"

<u>Service</u>	<u>Firm</u>	<u>One-Time Fee</u>	<u>Annual Fee</u>
Bond Rating	None	N/A/	N/A
Other General Costs of Issuance		\$41,807	
Specialized Costs of Issuance	NONE	-0-	-0-
Credit Facility	NONE	-0-	-0-
Bond Insurance	NONE	-0-	-0-
Total Underwriting Spread		\$-0-	-0-
	Did underwriter pay rating fee(s)?		No
	Did underwriter pay bond insurance fee?		No

<u>Participants</u>	<u>Firm</u>
Financial Advisor	U.S. Capital Advisors, LLC
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer, Bernsen & Gertz, L.L.P.
Paying Agent/Registrar	The Bank of New York Mellon Trust Company, N.A.
Purchasers	Presidio Short Term Tax Exempt Fund, L.P. Citizens National Bank

EXHIBIT "B"

Debt Service Schedule

See attached.

Debt Service

The following table represents the debt service on the outstanding debt obligations and the Bonds.

FYE 9/30	Outstanding Debt Service	Less: Refunding Debt Service	The Bonds			Total	Total
			Principal	Interest Rate	Interest		
2014	\$ 6,125,511	\$ 293,361	\$ 270,000	0.62%	\$ 12,102	\$ 282,102	\$ 6,407,614
2015	6,121,061	288,761	265,000	0.82%	14,344	279,344	6,400,405
2016	6,135,911	288,961	265,000	1.11%	12,171	277,171	6,413,082
2017	6,115,143	288,443	265,000	1.48%	9,230	274,230	6,389,372
2018	4,916,130	292,180	275,000	1.93%	5,308	280,308	5,196,438
2019	4,608,000	-	-	-	-	-	4,608,000
2020	4,640,000	-	-	-	-	-	4,640,000
2021	4,602,700	-	-	-	-	-	4,602,700
2022	4,635,450	-	-	-	-	-	4,635,450
2023	4,642,200	-	-	-	-	-	4,642,200
2024	4,588,700	-	-	-	-	-	4,588,700
2025	4,598,950	-	-	-	-	-	4,598,950
Total	\$ 61,729,756	\$ 1,451,706	\$ 1,340,000		\$ 53,154	\$ 1,393,154	\$ 63,122,911

Receipt of Paying Agent

24

PAYING AGENT/REGISTRAR'S RECEIPT

The undersigned duly authorized representative of **The Bank of New York Mellon Trust Company, N.A.**, the paying agent/registrar for the following described obligations:

JEFFERSON COUNTY, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013, in the aggregate principal amount of \$1,340,000,

certifies that said obligations have been delivered to the underwriters, Presidio Short Term Tax Exempt Fund, L.P. and Citizens National Bank, and that the purchase price in the amount of \$1,340,000.00, consisting of \$1,340,000.00 in principal, plus a premium of \$-0-, plus accrued interest of \$-0-, less an underwriting discount of \$-0-, has been received on behalf of the County.

EXECUTED AND DELIVERED this 29 day of October, 2013.

The Bank of New York Mellon Trust Company, N.A.

By: 

Title: Associate

Closing Letter

25



Jim Gilley
 Managing Director
 USCA Municipal Advisors LLC
 1330 Post Oak Blvd, Suite 900
 Houston, Texas 77056

CLOSING MEMORANDUM – General Obligation Refunding Bonds, Series 2013

TO: Judge Jeff Branick, Jefferson County
 Patrick Swain, Jefferson County
 Lance Fox, Creighton, Fox, Johnson PLLC
 Guy Goodson, Germer PLLC
 Sam Boldrick, Presidio Short Term Tax Exempt Fund, L.P.
 Steve Wise, Citizens National Bank
 Linde Murphy, M.E. Allison & Co., Inc.
 Brian Jensen, Bank of New York Mellon
 Jim Gilley, US Capital Advisors

FROM: Spook Willoughby, US Capital Advisors

DATE: October 29, 2013

SUBJECT: Jefferson County, Texas (the “Issuer”)
 \$1,340,000 General Obligation Refunding Bonds, Series 2013 (the “Bonds”)

Closing on the above captioned issue will be held on Tuesday, October 29, 2013 at 10:00 a.m. CDT by telephone.

Closing instructions – Sources of Funds

M.E. Allison & Co., Inc., acting on behalf of Citizens National Bank and Presidio Short Term Tax Exempt Fund, LP, the purchasers (the “Purchasers”), will wire transfer via Federal Funds to Bank of New York Mellon, the paying agent (the “Paying Agent”) the following amount per the instructions below:

Par Amount of Bonds	\$ 1,340,000.00
Total from Purchasers	<u>\$ 1,340,000.00</u>

To: Bank of New York Mellon
 ABA Number: 021 000 018
 Account Number: GLA211065
 Account Name: Corporate/Muni Wire Account
 OBI/FFC: TAS 428488
 Reference: General Obligation Refunding Bonds, Series 2013
 Attention: Brian Jensen (214) 468-6406

Closing Instructions – Uses of Funds

Bank of New York Mellon, the Paying Agent, will make payment on the day of closing by federal wire transfer as per the instructions below:

Refunding Escrow Deposits-Cash Deposit **\$1,298,192.09**

Proceeds will be used to defease the outstanding Certificates of Obligation, Series 2003B (the “Refunded Obligations”) on the call date of October 30, 2013. A description of the Refunded Obligations follows:

SCHEDULE I - SUMMARY OF REFUNDED OBLIGATIONS**Certificates of Obligation, Series 2003B**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Serial	8/1/2014	4.000%	\$ 240,000	10/30/2013	100.00
Serial	8/1/2015	4.000%	245,000	10/30/2013	100.00
Serial	8/1/2016	4.125%	255,000	10/30/2013	100.00
Serial	8/1/2017	4.250%	265,000	10/30/2013	100.00
Serial	8/1/2018	4.350%	280,000	10/30/2013	100.00
			\$ 1,285,000		

Deposit to Cost of Issuance Fund **\$41,807.91**

To: Bank of New York Mellon
 ABA Number: 021 000 018
 Account Number: GLA211065
 Account Name: Corporate/Muni Wire Account
 OBI/FFC: TAS 428488
 Reference: General Obligation Refunding Bonds, Series 2013
 Attention: Brian Jensen (214) 468-6406

Distribution Summary

Total Due from Purchasers	\$ 1,340,000.00
Total	\$ 1,340,000.00

Distributions – To Issuer

Deposit to Escrow Fund – Cash Deposit	\$ 1,298,192.09
Deposit to Cost of Issuance Fund*	41,807.91
Total	\$ 1,340,000.00

Order Authorizing Refunded Obligations

26

CERTIFICATE FOR ORDER

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

We, the undersigned officers of the Commissioners Court of Jefferson County, Texas, hereby certify as follows:

1. The Commissioners Court of Jefferson County, Texas, convened at a regularly scheduled meeting of said Court at the County Courthouse in Beaumont, Texas, on the 14th day of April, 2003, and the roll was called of the duly constituted officers and members of said Court, to-wit:

Carl Griffith, Jr.	County Judge
Jimmie Cokinos	Commissioner, Precinct 1
Mark C. Domingue	Commissioner, Precinct 2
Waymon Hallmark	Commissioner, Precinct 3
Everette "Bo" Alfred	Commissioner, Precinct 4
Sandy Wilson Walker	County Clerk

and all of said persons were present, except the following absentee(s): Mark C. Domingue, thus constituting a quorum Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE, SALE AND AWARD OF JEFFERSON COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2003B; LEVYING A TAX AND PLEDGING CERTAIN PARKING REVENUES IN PAYMENT THEREOF; AND CONTAINING OTHER MATTERS RELATED THERETO

was duly introduced for the consideration of the Commissioners Court and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES All members shown present above voted Aye

NOES: None

2. That a true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said order has been duly recorded in the Commissioners Court's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein, that each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law, and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551 et seq., Texas Government Code Annotated

SIGNED and SEALED this 14 day of April, 2003.



County Judge



County Clerk

(SEAL)

preamble to this Order are hereby found to be true and correct.

2. Definitions Throughout this Order, the following terms and expressions as used herein shall have the meanings set forth below:

The term "Certificates" or "Series 2003B Certificates" or "Obligations" shall mean the Jefferson County, Texas, Certificates of Obligation, Series 2003B authorized in this Order, unless the context clearly indicates otherwise.

The term "Certificate Insurance Policy" shall mean the insurance policy issued by the Certificate Insurer guaranteeing the scheduled payment of principal of and interest on the Certificates when due.

The term "Certificate Insurer" shall mean MBIA Insurance Corporation, or any successor thereto or assignee thereof.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "County" shall mean Jefferson County, Texas.

The term "DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository

The term "DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "Interest Payment Date", when used in connection with any Certificate, shall mean initially August 1, 2003, and each February 1 and August 1 thereafter until maturity of such Certificate.

The term "Order" shall mean this order authorizing the Certificates.

The term "Owner" shall mean any person or entity who shall be the registered owner of any outstanding Certificates, whichever may be the case.

The term "Paying Agent" shall mean the Registrar

The term "Record Date" shall mean, for any Interest Payment Date, the fifteenth (15th) day of the month next preceding such Interest Payment Date.

The term "Register" shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

The term "Registrar" shall mean **COMMUNITY BANK & TRUST, SSB**, Beaumont, Texas, and its successors in that capacity.

The term "Underwriters" shall mean **Morgan Keegan & Company, Inc.** and **Estrada Hinojosa & Company, Inc.**

3. Authorization The Certificates shall be issued in fully registered form, without coupons, in the total authorized aggregate amount of **ONE MILLION FIVE HUNDRED FIVE THOUSAND DOLLARS (\$1,505,000.00)** for the purpose of evidencing the indebtedness of the County for (i) payment of contractual obligations incurred by the County to finance facility capital improvements to County owned buildings and (ii) to pay the cost of professional services incurred in connection therewith and other debt obligations of the County (hereinafter sometimes referred to as the "Project").

4. Designation, Date and Interest Payment Date. The Certificates shall be designated as the "JEFFERSON COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2003B", and shall be dated May 1, 2003. The Certificates shall bear interest from the later of May 1, 2003 or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360 day year of twelve 30 day months, interest payable on August 1, 2003, and semiannually thereafter on February 1 and August 1 of each year until maturity.

5. Initial Certificates, Numbers and Denominations The Certificates shall be issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Order. The Certificates shall mature on August 1 in each of the years and in the amounts set out in such schedule. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Certificate Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
C-1	2004	\$ 20,000	2.000%
C-2	2005	\$ 20,000	2.000%
C-3	2006	\$ 20,000	2.000%
C-4	2007	\$ 20,000	2.500%
C-5	2008	\$ 20,000	3.000%
C-6	2009	\$ 20,000	3.250%
C-7	2010	\$ 25,000	3.500%
C-8	2011	\$ 25,000	3.750%
C-9	2012	\$ 25,000	4.000%
C-10	2013	\$ 25,000	4.000%
C-11	2014	\$240,000	4.000%
C-12	2015	\$245,000	4.000%
C-13	2016	\$255,000	4.125%
C-14	2017	\$265,000	4.250%
C-15	2018	\$280,000	4.350%

6. Execution of Certificates and Certificates; Seal. The Certificates shall be signed by the County Judge, countersigned by the County Clerk and registered by the County Treasurer, by their manual, lithographed, or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Certificates. If any officer of the County whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

7. Approval by Attorney General, Registration by Comptroller. The Certificates to be initially issued shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in Section 16 of this Order shall be attached or affixed to the Certificates to be initially issued.

8. Authentication Except for the Certificates to be initially issued, which need not be authenticated by the Registrar, only such Certificates which bear thereon a certificate of authentication, substantially in the form provided in Section 16 of this Order, manually executed by an authorized officer of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificates of authentication shall be conclusive

evidence that the Certificates so authenticated were delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Certificates. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable, at the principal corporate trust office of the Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

10. Ownership, Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner thereof for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section 10 shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of 3 years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the provisions of Texas law, including to the extent applicable, Title 6 of the Texas Property Code, as amended.

11. Registration, Transfer and Exchange So long as any Certificates remain outstanding, the Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as the Registrar and the County may prescribe, the Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Order.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Certificate for transfer, the Registrar shall authenticate and deliver in exchange therefor, within 72 hours after such presentation, a new Certificate or Certificates registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the

principal corporate trust office of the Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section 11. Each Certificate delivered in accordance with this Section 11 shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such Certificate(s) may be delivered.

The County or the Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

12. Cancellation of Certificates. All Certificates paid in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Certificates.

13. Mutilated, Lost or Stolen Certificates. Upon the presentation and surrender to the Registrar of a mutilated Certificate, the Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

If any Certificate is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner thereof shall have:

- (1) furnished to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (2) furnished such security or indemnity as may be required by the Registrar and the County to save them harmless,
- (3) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed, and

- (4) met any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Certificate, authorize the Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section 13 shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

14. Optional Redemption. The County reserves the right to redeem those Certificates maturing on or after August 1, 2014 prior to maturity, in whole or from time to time in part, on August 1, 2013, or on any date thereafter, at a price of par plus accrued interest on the amount called for redemption to the date fixed for redemption.

If less than all of the Certificates are redeemed, the particular Certificates or portions thereof to be redeemed shall be selected by the County. Certificates may be redeemed only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Certificate for redemption in part, the Registrar, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered. Not less than thirty (30) days prior to a redemption date for the Certificates, the County shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to each Owner of each Certificate to be redeemed in whole or in part, at the address of the Owner appearing on the registration books maintained by the Paying Agent/Registrar at the close of business on the Business Day next preceding the date of the mailing of such notice. Such notice shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all the Certificates are to be redeemed, the numbers of the Certificates or portions thereof to be redeemed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part and due provision made to redeem the same as herein provided, the

Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of being paid solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

15. Special Election for Uncertificated Certificates. Notwithstanding any other provision hereof, upon initial issuance of the Certificates but at the sole election of the Underwriters, the ownership of the Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as otherwise provided in this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof. If the Underwriters shall elect to invoke the provisions of this Section, then the following provisions shall take effect with respect to the Certificates, as appropriate.

With respect to Certificates registered in the name of Cede & Co, as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner of a Certificate, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner of a Certificate, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Order to the contrary, the County and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificates for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of all matters with respect to such Certificates, for the purpose of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner as shown in the Register, shall receive a certificate for a Certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co " in this Order shall refer to such new nominee of DTC.

In the event that the County or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the respective Letters of Representations of the County to DTC relating to the Certificates and that it is in the best interest of the beneficial

Owners of the Certificates that they be able to obtain certificated Certificates, or if DTC Participants owning at least 50% of the Certificates outstanding based on current records of the DTC determine that continuation of the system of book-entry transfers through the DTC (or a successor securities depository) is not in the best interest of such beneficial Owners of the Certificates, whichever may be the case, or in the event DTC discontinues the services described herein, the County or the Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, and notify DTC of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

Notwithstanding any other provision of this Order to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Certificates, and all notices with respect thereto, shall be made and given, respectively, in the manner provided in the Letter of Representations from the County to DTC relating to the the Certificates

16. Form The Certificates shall be in substantially the following form, including the form of the Registrar's Certificate of Authentication, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with such additions, deletions and variations as may be necessary or desirable and permitted by this Order:

(Face of Certificate)

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF JEFFERSON

NUMBER
R-____
REGISTERED

DENOMINATION
\$ _____
REGISTERED

JEFFERSON COUNTY, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2003B

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:

May 1, 2003

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

JEFFERSON COUNTY, TEXAS (the "County"), promises to pay to the Registered Owner identified above, or registered assigns, on the date specified above, upon presentation and surrender of this certificate at the principal corporate trust office of **COMMUNITY BANK & TRUST, SSB**, Beaumont, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of May 1, 2003, or the most recent interest payment date to which interest has been paid or duly provided for. So long as the principal amount of this Certificate remains outstanding, interest on this Certificate shall be paid by check payable on February 1 and August 1, beginning on August 1, 2003, mailed to the registered owner of record as shown on the books of registration kept by the Registrar as of the 15th day of the month next preceding each interest payment date.

THIS CERTIFICATE is one of a duly authorized issue of Certificates of Obligation, aggregating \$1,505,000 (the "Certificates"), issued in accordance with the Constitution and laws of the State of Texas, particularly Chapter 271, Texas Local Government Code, as amended, for the purpose of evidencing the indebtedness of the County for (i) payment of contractual obligations incurred by the County to finance facility capital improvements to County owned buildings and and (ii) to pay the cost of professional services incurred in connection therewith and other debt obligations of the County (hereinafter sometimes referred to as the "Project"), pursuant to an order duly adopted by the Commissioners Court of the County on April 14, 2003 (the "Order").

THE COUNTY RESERVES THE RIGHT, at its option, to redeem the Certificates having stated maturities on or after August 1, 2014, in whole or in part, on August 1, 2013, or any date thereafter, in integral multiples of \$5,000, at a price of par plus accrued interest to the date fixed for redemption. Reference is made to the Order for complete details concerning the manner of redeeming the Certificates.

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior the date fixed for redemption by first class mail, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Certificates or portions thereof have been called for redemption and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption and interest which would otherwise accrue on the amounts

called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order

THE CERTIFICATES ARE EXCHANGEABLE at the principal corporate trust office of the Registrar for Certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS CERTIFICATE SHALL NOT BE VALID or obligatory for any purpose or be entitled to any benefit under the Order unless this certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate endorsed hereon or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon

THE REGISTERED OWNER of this certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY HAS COVENANTED in the Order that it will at all times provide a legally qualified registrar for the Certificates and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law, and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the County, and have been pledged irrevocably for such payment. This Certificate is additionally secured by and payable from the parking revenues of the Southeast Texas Entertainment Complex; provided, however, that such pledge of parking revenues is limited to the aggregate amount of \$25,000 per year and such pledge of the parking revenues is and shall be junior and subordinate in all respects to the pledge of such parking revenues to the payment of any other obligation of the County, whether authorized heretofore or hereafter, which the County designates as having a pledge senior to the pledge of such parking revenues to the payment of this Certificate and that series of Certificates of which it is a part, and the County also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the parking revenues and that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the parking revenues securing this Certificate and the series of Certificates of which it is a part.

IN WITNESS WHEREOF, this certificate has been signed with the manual or facsimile signature of the County Judge, countersigned with the manual or facsimile signature of the County Clerk and registered by the manual or facsimile signature of the County Treasurer, and the official seal of the Commissioners Court has been duly impressed, or placed in facsimile, on this certificate.

JEFFERSON COUNTY, TEXAS

REGISTERED:

County Judge

County Treasurer
(SEAL)

County Clerk

FORM OF REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____, 2003.

(SEAL)

XXXXXXXX
Comptroller of Public Accounts
of the State of Texas

Form of Registrar's Authentication Certificate

CERTIFICATE OF AUTHENTICATION

This Certificate is one of the Certificates in the issue described in the within-mentioned Order and this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or portion of a Certificate or Certificates of the above entitled and designated series which originally

was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

COMMUNITY BANK & TRUST, SSB,
Paying Agent/Registrar

By _____
Authorized Signature

Date of Authentication _____

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address and zip code of Transferee)

(Please insert Social Security or Tax Identification Number of Transferee)

the within Certificate and hereby irrevocably constitutes and appoints _____ attorney to transfer said Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever

NOTICE: The signatures must be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings & loan associations and credit unions with membership in an approved signature guarantee medallion program) pursuant to S.E.C 17 Ad-15.

STATEMENT OF INSURANCE

MBIA Insurance Corporation (the "Insurer") has issued a policy containing the following provisions, such policy being on file at the principal corporate trust office of Community Bank & Trust, SSB, Beaumont, Texas.

The Insurer, in consideration of the payment of the premium and subject to the terms of this policy, hereby unconditionally and irrevocably guarantees to any owner, as hereinafter defined, of the following described obligations, the full and complete payment required to be made by or on behalf of the Issuer to Community Bank & Trust, SSB, Beaumont, Texas, or its successor (the "Paying Agent") of an amount equal to (i) the principal of (either at the stated maturity or by an advancement of maturity pursuant to a mandatory or by an advancement of maturity pursuant to a mandatory sinking fund payment) and interest on, the Obligations (as that term is defined below) as such payments shall become due but shall not be so paid (except that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments guaranteed hereby shall be made in such amounts and at such times as such payments of principal would have been due had there not been any such acceleration), and (ii) the reimbursement of any such payment which is subsequently recovered from any owner pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such owner within the meaning of any applicable bankruptcy law. The amount referred to in clauses (i) and (ii) of the preceding sentence shall be referred to herein collectively as the "Insured Amounts". "Obligations" shall mean:

\$1,505,000
Jefferson County, Texas
Certificates of Obligation
Series 2003B

Upon receipt of telephonic or telegraphic notice, such notice subsequently confirmed in writing by registered or certified mail, or upon receipt of written notice by registered or certified mail, by the Insurer from the Paying Agent or any owner of an Obligation the payment of an Insured Amount for which is then due, that such required payment has not been made, the Insurer on the due date of such payment or within one business day after receipt of notice of such nonpayment, whichever is later, will make a deposit of funds, in an account with U.S. Bank Trust National Association, in New York, New York, or its successor, sufficient for the payment of any such Insured Amounts which are then due. Upon presentment and surrender of such Obligations or presentment of such other proof of ownership of the Obligations, together with any appropriate instruments of assignment to evidence the assignment of the Insured Amounts due on the Obligations as are paid by the Insurer, and appropriate instruments to effect the appointment of the

Insurer as agent for such owners of the Obligations in any legal proceeding related to payment of Insured Amounts on the Obligations, such instruments being in a form satisfactory to U.S. Bank Trust National Association, U S Bank Trust National Association shall disburse to such owners or the Paying Agent payment of the Insured Amounts due on such Obligations, less any amount held by the Paying Agent for the payment of such Insured Amounts and legally available therefor. This policy does not insure against loss of any prepayment premium which may at any time be payable with respect to any Obligation.

As used herein, the term "owner" shall mean the registered owner of any Obligation as indicated in the books maintained by the Paying Agent, the Issuer, or any designee of the Issuer for such purpose. The term owner shall not include the Issuer or any party whose agreement with the Issuer constitutes the underlying security for the Obligation.

Any service of process on the Insurer may be made to the Insurer at its offices located at 113 King Street, Armonk, New York 10504 and such service of process shall be valid and binding.

This policy is non-cancellable for any reason. The premium on this policy is not refundable for any reason including the payment prior to maturity of the Obligations.

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION: In the event the Insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate of other evidence of coverage, the policyholder or certificateholder is not protected by an insurance guaranty fund or other solvency protection arrangement.

MBIA INSURANCE CORPORATION

17 Legal Opinions; CUSIP Numbers. The respective approving opinions of Orgain, Bell & Tucker, L.L.P., Beaumont, Texas, and Germer, Bernsen & Gertz, L L P., Beaumont, Texas, and CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such opinions or such numbers shall have no effect on the validity of the Certificates.

18 Interest and Sinking Funds, Levy, Assessment, Collection of Taxes, Pledge of Parking Revenues; and Project Fund.

(a) There is hereby established a separate fund of the County to be known as the "Series 2003B Certificates of Obligation Interest and Sinking Fund" which shall be kept separate and apart from all other funds of the County. The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Order shall be deposited, as collected, in the Series 2003B Certificates of Obligation Interest and Sinking Fund. While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time other County taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the County

sufficient to pay the current interest on said Certificates as the same becomes due, and to create and provide a sinking fund of not less than two percent (2%) of the original principal amount of the Certificates or of not less than the amount required to pay each installment of the principal of said Certificates as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes when collected shall be applied to the payment of the interest on and the principal of said Certificates and to no other purpose. In addition, interest accrued from the date of the Certificates until their delivery and premium, if any, is to be deposited in such Fund. To pay the interest coming due on the Certificates on August 1, 2003, there is hereby appropriated from current funds on hand, which are certified to be on hand and available for such purpose, an amount sufficient to pay such interest, and such amount shall be used for no other purpose.

(b) The Certificates are additionally secured by and shall be payable from the parking revenues realized and received by the County from the operation of the Southeast Texas Entertainment Complex (the "Complex"), which parking revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge of the Complex parking revenues is and shall be limited to an aggregate sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) per year, and such pledge of the Complex parking revenues is and shall be junior and subordinate in all respects to the pledge of the Complex parking revenues to the payment of any other obligation of the County, whether authorized heretofore or hereafter, which the County designates as having a pledge senior to the pledge of such Complex parking revenues to the payment of the Certificates; and the County also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the parking revenues of the Complex that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of such Complex parking revenues securing this series of Certificates. The County shall deposit such Complex parking revenues to the credit of the Interest and Sinking Fund created in subparagraph (a) above to the extent necessary to pay the principal and interest on the Certificates. So long as any of the Certificates remain outstanding, the County covenants to fix, charge and collect parking fees for parking at the Complex in an amount determined by the County from time to time to be reasonable and appropriate.

(c) There is hereby created and there shall be established on the books of the County a separate account to be entitled the "Jefferson County, Texas, Certificates of Obligation, Series 2003B, Project Fund". Immediately after the sale and delivery of the Certificates, that portion of the proceeds of the Certificates to be used for the cost of the Project, the cost of professional services incurred in connection therewith and to pay the costs of issuance of the Certificates, shall be deposited into the Project Fund and disbursed for such purposes. Pending completion of the Project, interest earned on such proceeds may be used, at the County's discretion, for the Project and shall be accounted for, maintained, deposited and expended as permitted by the provisions of Section 1201.043, Texas Government Code Annotated, as from time to time in effect, or as otherwise required by applicable law. Thereafter, such interest shall be deposited in the Interest and Sinking Fund. Upon completion of the Project, the monies, if any, remaining in the Project Fund shall be transferred and deposited by the County into the Interest and Sinking Fund.

19. Further Proceedings. After the Certificates to be initially issued shall have been executed, it shall be the duty of the County Judge to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval by the Attorney General. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Certificates to be initially issued, the Comptroller of Public Accounts (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be printed and endorsed on the to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

20. Sale of Certificates, Bond Insurance. The Certificates are hereby sold and shall be delivered to the Underwriters at a price of **\$1,480,828.40**, representing the principal amount of the Certificates of **\$1,505,000.00**, less a discount of **\$11,665.00**, and less an Underwriters' discount of **\$12,506.60**, plus accrued interest on the Certificates, calculated on the basis of a 360-day year of twelve 30-day months from May 1, 2003, to the date of Closing, in accordance with the terms of the Purchase Contract presented to and hereby approved by the Commissioners Court, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge and other appropriate officials of the County are hereby authorized and directed to do any and all things necessary or desirable to satisfy the conditions set out herein and to provide for the issuance and delivery of the Certificates.

The purchase of and payment of the premium for the Certificate Insurance Policy by the County, in accordance with the terms of a commitment for such insurance presented to and hereby approved by the Commissioners Court is hereby authorized. All officials and representatives of the County are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance, and the printing on the Certificates of an appropriate legend regarding such insurance is hereby approved.

21. Tax Exemption (a) *The County intends that the interest on the Certificates shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code, and applicable regulations. The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Certificates to be includable in gross income, as defined in Section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the County covenants and agrees to comply with each requirement of this Section 21, provided, however, that the County shall not be required to comply with any particular requirement of this Section 21 if the County has received an opinion of nationally recognized bond counsel (a "Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or if the County has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 21 will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the*

corresponding requirement specified in this Section 21

(b) The County covenants and agrees that its use of Net Proceeds of the the Certificates will at all times satisfy the following requirements:

(i) The County will use all of the Net Proceeds of the Certificates for acquisition, construction and improvement of the property described in Section 3 and for payment of the costs of issuing the Certificates. The County has limited and will limit with respect to the Certificates the amount of original or investment proceeds thereof to be used (other than use as a member of the general public) in the trade or business of any person other than a governmental unit to an amount aggregating no more than 10% of the Net Proceeds of the Certificates ("private-use proceeds"). For purposes of this Section, the term "person" includes any individual, corporation, partnership, unincorporated association, or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to persons other than natural persons, any activity other than an activity carried on by a governmental unit,

(ii) The County has not permitted and will not permit more than 5% of the Net Proceeds of the Certificates to be used in the trade or business of any person other than a governmental unit if such use is unrelated to the governmental purpose of the Certificates. Further, the amount of private-use proceeds of the Certificates in excess of 5% of the Net Proceeds thereof ("excess private-use proceeds") did not and will not exceed the proceeds of the Certificates expended for the governmental purpose of the Certificates to which such excess private-use proceeds relate;

(iii) Principal of and interest on the Certificates shall be, paid solely from ad valorem tax receipts collected by the County. Further, no person using more than 10% of the Net Proceeds of the Certificates in a trade or business, other than a governmental unit, has made or shall make payments (other than as a member of the general public), directly or indirectly, accounting for more than 10% of such receipts;

(iv) The County has not permitted and will not permit with respect to the Certificates an amount of proceeds thereof exceeding the lesser of (a) \$5,000,000 or (b) 5% of the Net Proceeds of the Certificates to be used, directly or indirectly, to finance loans to persons other than a governmental unit; and

(v) The County will use \$38,943.75 of the Net Proceeds of the Certificates to pay the costs of issuance of the Certificates.

When used in this Section, the term "Net Proceeds" of the shall mean the proceeds from the sale of the Certificates, including investment earnings on such proceeds, less accrued interest with respect to such issue.

(c) The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code and applicable regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such regulations.

(d) The County shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the County will reasonably expect that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable regulations thereunder. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Certificates and the amounts transferred pursuant to this Order, including interest or other investment income derived from the proceeds of the Certificates, regulate investments of such proceeds and amounts, and take such other and further action as may be required so that the Certificates will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable regulations thereunder.

(e) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Certificates (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government, and (iii) pay, not less often than every 5th anniversary date of the delivery of the Certificates, and within 60 days after retirement of the Certificates, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(f) The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with Section 149(e) of the Code and applicable regulations thereunder.

Section 22 Application of Proceeds Proceeds from the sale of the Certificates shall,

promptly upon receipt by the County, be applied as follows:

- (a) Accrued interest and the premium of **\$2,004.13** shall be deposited into the Series 2003B Certificates of Obligation Interest and Sinking Fund;
- (b) **\$38,943.75** from the sale of the Certificates shall be used to pay the costs of issuing the Certificates, not later than 90 days after such issuance, and
- (c) The remaining proceeds from the sale of the Certificates, together with investment earnings thereof, shall be used for the purposes set out in Section 3 of this Order, with any remainder constituting a reserve to be deposited into the Series 2003B Certificates of Obligation Interest and Sinking Fund.

23. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Government Code, Chapter 551 et seq.

24. Official Statement The Preliminary Official Statement and the Official Statement prepared in the initial offering and sale of the Certificates have been and are hereby authorized, approved and ratified as to form and content pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The use of the Preliminary Official Statement and the Official Statement in the reoffering of the Certificates by the Underwriters is hereby approved, authorized and ratified. The proper officials of the County are hereby authorized to execute and deliver a certificate pertaining to the Preliminary Official Statement and the Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates

25. Registrar. The Registrar, by undertaking the performance of the duties of the Registrar and in consideration of the payment of fees or deposits of money pursuant to this Order and a Paying Agent/Registrar's Agreement, accepts and agrees to abide by the terms of this Order and such Agreement. The County hereby approves the Paying Agent/Registrar's Agreement.

The County covenants that at all times while any Certificates are outstanding, it will provide a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Registrar for the Certificates. The County reserves the right to replace the Registrar or its successor at any time and from time to time with respect to the Certificates. If the Registrar is replaced by the County, the new Registrar shall accept the previous Registrar's records and act in the same capacity as the previous Registrar. Any successor Registrar shall be either a national or state banking institution or a corporation or association organized and doing business under the laws of the United States of America or any State authorized under such laws to exercise trust powers and subject to supervision or examination by Federal or State authority. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class, postage prepaid, of such change and of

the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

26. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date". The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. The Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than 5 days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

27. Related Matters. To satisfy in a timely manner all of the County's obligations under this Order, the County Judge, the County Clerk, the County Treasurer, and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance of the Certificates, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the County's obligations under this Order and to direct the application of funds of the County consistent with the provisions hereof.

28. No Personal Liability. No recourse shall be had for payment of the principal of or premium, if any, or interest on any Certificate, or for any claim based thereon, or under this Order, against any official or employee of the County or any person executing any Certificate.

29. Severability. If any Section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

30. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

31. Payments Pursuant to the Certificate Insurance Policy. As long as the Certificate Insurance Policy shall be in full force and effect, the Issuer and the Registrar shall agree to comply with the following provisions and the following terms and provisions shall be in effect:

(a) In the event that, on the second Business Day, and again on the Business Day, prior to the payment date on the Obligations, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Obligations due on the second following or following, as the case may be, Business Day, the Paying Agent shall immediately notify the Insurer or its designee on the same Business Day by telephone or telegraph, confirmed in writing by registered or certified mail, of the amount of the deficiency.

(b) If the deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent shall so notify the Insurer or its designee.

(c) In addition, if the Paying Agent has notice that any Certificateholder has been required to disgorge payments of principal or interest on the Obligation to a trustee in Bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes a voidable preference to such Certificateholder within the meaning of any applicable bankruptcy laws, then the Paying Agent shall notify the Insurer or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

(d) The Paying Agent is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Holders of the Obligations as follows:

1. If and to the extent there is a deficiency in amounts required to pay interest on the Obligations, the Paying Agent shall (a) execute and deliver to U.S. Bank Trust National Association, or its successors under the Policy (the "Insurance Paying Agent"), in form satisfactory to the Insurance Paying Agent, an instrument appointing the Insurer as agent for such Holders in any legal proceeding related to the payment of such interest and an assignment to the Insurer of the claims for interest to which such deficiency relates and which are paid by the Insurer, (b) receive as designee of the respective Holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from the Insurance Paying Agent with respect to the claims for interest so assigned, and (c) disburse the same to such respective Holders; and
2. If and to the extent of a deficiency in amounts required to pay principal of the Obligations, the Paying Agent shall (a) execute and deliver to the Insurance Paying Agent in the form satisfactory to the Insurance Paying Agent an instrument appointing the Insurer as agent for such Holder in any legal proceeding relating to the payment of such principal and an assignment to the Insurer of any of the Obligation surrendered to the Insurance Paying agent of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Paying Agent and available for such payment (but such assignment shall be delivered only if payment from the Insurance Paying Agent is received), (b) receive as designee of the respective Holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefor from the Insurance Paying Agent, and (c) disburse the same to such Holders.

(e) Payments with respect to claims for interest on and principal of Obligations disbursed by the Paying Agent from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Obligations, and the Insurer shall become the owner of such unpaid Obligation and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

(f) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent hereby agree for the benefit of the Insurer that:

1. They recognize that to the extent the Insurer makes payments, directly or indirectly (as by paying through the Paying Agent), on account of principal of or interest on the Obligations, the Insurer will be subrogated to the rights of such Holders to receive the amount of such principal and interest from the Issuer, with interest thereon as provided and solely from the sources stated in this Order and the Obligations; and
2. They will accordingly pay to the Insurer the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the first paragraph of the Policy, which principal and interest shall be deemed past due and not to have been paid), with interest thereon as provided in this Ordinance and the Obligation, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Obligations to Holders, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

(g) In connection with the issuance of additional Obligations, the Issuer shall deliver to the Insurer a copy of the disclosure document, if any, circulated with respect to such additional Obligations.

(h) Copies of any amendments made to the documents executed in connection with the issuance of the Obligations which are consented to by the Insurer shall be sent to Standard & Poor's Corporation.

(i) The Insurer shall receive notice of the resignation or removal of the Paying Agent and the appointment of a successor thereto

(j) The Insurer shall receive copies of all notices required to be delivered to Certificateholders and, on an annual basis, copies of the Issuer's audited financial statements and Annual Budget.

Notices Any notice that is required to be given to a holder of the Obligation or to the Paying Agent pursuant to the Order shall also be provided to the Insurer. All notices required to be given to the Insurer under the Order shall be in writing and shall be sent by registered or certified mail addressed to MBIA Insurance Corporation, 113 King Street, Armonk, New York 10504 Attention. Surveillance

(k) The Issuer agrees to reimburse the Insurer immediately and unconditionally upon demand, to the extent permitted by law, for all reasonable expenses, including attorney's fees and

expenses, incurred by the Insurer in connection with (i) the enforcement by the Insurer of the Issuer's obligations, or the preservation or defense of any rights of the Insurer, under this Order and any other document executed in connection with the issuance of the Obligations, and (ii) any consent, amendment, waiver or other action with respect to the Order or any related document, whether or not granted or approved, together with interest on all such expenses from and including the date incurred to the date of payment at Citibank's Prime Rate plus 3% or the maximum interest rate permitted by law, whichever is less. In addition, the Insurer reserves the right to charge a fee in connection with its review of any consent, amendment or waiver, whether or not granted or approved. The obligation of the Issuer to make the payments and reimbursements described in this paragraph shall be subject to annual appropriation by the Issuer.

(l) All capitalized terms used in this Section and not otherwise defined in this Order shall have the meanings set forth in the Bond Guaranty Insurance Policy

(m) In the event of any default by the Issuer in payment of the principal or interest on the Certificates when due or in the event of any other default committed by the District under the terms and provisions of this Order, the Insurer, acting alone, shall have the right to direct all remedies. The Insurer shall be recognized as the registered owner of each Certificate which it insures for the purposes of exercising all rights and privileges available to the Certificateholders. For Certificates which it insures, the Insurer shall have the right to institute any suit, action, or proceeding at law or in equity under the same terms as a Certificateholder. Other than a redemption of the Certificates made pursuant to the terms of this Order, any acceleration of principal payments of the Certificates shall be subject to the Insurer's prior written consent.

(n) Any notices required to be given pursuant to this Order shall also be given to the Insurer, Attention: Insured Portfolio Management.

(o) The Issuer must give the Insurer prior written notice of any amendment that is made to this Order for the purpose of curing any ambiguity, correcting a formal defect or adding any additional security as collateral to secure payment of the Certificates. The Issuer must obtain the Insurer's prior written consent prior to making any amendment to this Order that requires prior Certificateholder consent prior to making such amendment. Copies of any amendment to this Order which are consented to by the Insurer must be sent to Standard & Poor's Corporation.

32 Additional Obligations. The County undertakes and agrees for the benefit of the holders of the Certificates to provide directly, on or before six months after the end of the County's fiscal year ending in or after 2003.

- a. To each nationally recognized municipal securities information repository ("NRMSIR") and to the appropriate state information depository ("SID"), if any, annual financial information and operating data regarding the County for fiscal years ending in or after 2003, which annual financial information and operating data shall be of the type included in the Final Official Statement in Tables 1-10 and in APPENDIX A.

- b. To each NRMSIR and to the appropriate SID, if any, financial statements for the County for fiscal years ending in or after 2003, when available. Such financial statements so provided shall be (1) prepared in accordance with such accepted accounting practices as, in the opinion of a certified public accountant, conforms at the time to a body of generally accepted accounting principals and (2) audited, if the County commissions an audit of such statements and the audit is complete within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provided unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID within such six-month period, and audited financial statements, when the audit report on such statements becomes available.
- c In a timely manner, to each NRMSIR or to the Municipal Securities Rulemaking Board, and to the appropriate SID, if any, notice of any of the following events with respect to the Certificates, if material within the meaning of the federal security laws to a decision to purchase or sell Certificates
- i. Principal and interest payment delinquencies;
 - ii Non-payment related defaults,
 - iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - v Substitution of credit or liquidity providers, or their failure to perform;
 - vi. Adverse tax opinions or events affecting the tax-exempt status of the Certificates;
 - vii. Modifications to rights of Certificate holders;
 - viii Certificate calls;
 - ix. Defeasances;
 - x. Release, substitution or sale of property securing repayment of the securities,
 - xi Rating changes; and
- d In a timely manner, to each NRMSIR or to the Municipal Securities Rulemaking Board, and to the appropriate SID, if any, notice of a failure of the County to provide required annual financial information and operating data, on or before six months after the end of the County's fiscal year.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC, or

may be provided in any other manner consistent with the Rule.

The accounting principles pursuant to which the County's financial statements are currently prepared are generally accepted accounting principles set out by the Government Accounting Standards Board, and, subject to changes in applicable law or regulations, such principles will be applied in the future.

If the County changes its fiscal year, it will notify each NRMSIR and the appropriate SID of the change (and of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide annual financial information

The County's obligation to update information and to provide notices of material events shall be limited to the agreements herein. The County shall not be obligated to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects and shall not be obligated to update any information that is provided, except as described herein. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Certificates at any future date. **THE COUNTY DISCLAIMS ANY CONTRACTUAL OR TORT LIABILITY FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ITS CONTINUING DISCLOSURE AGREEMENT OR FROM ANY STATEMENT MADE PURSUANT TO ITS AGREEMENT. HOLDERS OR BENEFICIAL OWNERS OF CERTIFICATES MAY SEEK AS THEIR SOLE REMEDY A WRIT OF MANDAMUS TO COMPEL THE COUNTY TO COMPLY WITH THIS AGREEMENT.** No default by the County with respect to its continuing disclosure agreement shall constitute a breach of or default under this Order for purposes of any other provision of this Order. Nothing in this paragraph is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The County may amend its continuing disclosure obligations and agreement in this Section to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status or type of operations of the County, if the agreement, as amended, would have permitted the Purchaser to purchase or sell the Certificates in the original primary offering in compliance with SEC Rule 15c2-12, taking into account any amendments or interpretations of such Rule to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Certificates consent or any person unaffiliated with the County (such as nationally recognized bond counsel) determines the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The County may also amend or repeal the obligations and agreement in this Section if the SEC amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid, and the County may amend the agreement in its discretion in any other circumstance or manner, but in either case only to the extent that its right to do so would not prevent the Purchaser from lawfully purchasing or reselling the Certificates in the primary offering of the Certificates in compliance with Rule 15c2-12. If the

County amends its agreement, it must include with the next financial information and operating data provided in accordance with its agreement an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of information and operating data so provided.

The County's continuing obligation to provide annual financial information and operating data and notices of events will terminate if and when the County no longer remains an "obligated person" (as such term is defined in SEC Rule 15c2-12) with respect to the Certificates.

[The remainder of this page has intentionally been left blank.]

PASSED AND APPROVED this 14th day of April, 2003.

/s/ Carl Griffith
County Judge

/s/ Jimmie Cokinos
Commissioner, Precinct 1

/s/ Mark Domingue
Commissioner, Precinct 2

/s/ Waymon Hallmark
Commissioner, Precinct 3

/s/ Everette "Bo" Alfred
Commissioner, Precinct 4

ATTEST

/s/ Sandy Walker
County Clerk
Jefferson County, Texas

(SEAL)

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending September 30, 2013 (Unadjusted)



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

November 5, 2013

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of September 30, 2013 (Unadjusted) together with the results of operations of the budget for the twelfth period then ended.

Revenue:

Total budgeted revenue collected for the twelve months ended September 30, 2013 (Unadjusted) is \$120,509,357. Collections have exceeded the Budgeted amount of \$17,537,815 by \$2,971,542. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$84,211,272 for the twelve months of the year. Revenue from property tax exceeded the budgeted amount of \$83,565,384 by \$645,888.

Sales Taxes:

Sales tax collections are \$21,132,478 for the twelve months of the year. Revenue from sales tax exceeded the budgeted amount of \$19,525,000 by \$1,607,478.

Page Two

Licenses & Permits:

Licenses and Permits collections are \$541,040 for the twelve months of the year. Revenue from Licenses and Permits exceeded the budgeted amount of \$395,800 by \$145,240.

Intergovernmental:

Ninety-three percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,482,378.

Fees:

Fees collections are \$11,269,305 for the twelve months of the year. Revenue from Fees exceeded the budgeted amount of \$10,633,403 by \$635,632.

Fines and Forfeitures:

Fines and Forfeitures collections are \$1,763,913 for the twelve months of the year. Revenue from Fees exceeded the budgeted amount of \$1,685,000 by \$78,913.

Interest:

A total of \$180,471 in Interest has been collected. Revenues from Interest are budgeted to be \$226,850.

Other Revenues:

A total of \$35,918 in Other Revenues has been collected. Revenues from Other Revenues exceeded the budgeted amount of \$24,000 by \$11,918.

Expenditures:


Overall for the County's budgeted funds, ninety-four percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$115,537,510, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,196,802 for the fiscal year ending September 30, 2013 (Unadjusted).

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to be 'PS', written in a cursive style.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
 FINANCIAL & OPERATING
 STATEMENTS - COUNTY FUNDS ONLY
 FOR THE MONTH ENDING SEPTEMBER 30, 2013
TABLE OF CONTENTS

	<u>PAGE</u>
Consolidated Balance Sheet	1
Statement of Changes in Fund Balances	2
Statement of Revenues by Category - Compared with Budget Allocation	3
Statement of Revenues - Compared with Budget Allocation	4-5
Statement of Expenditures - Compared with Budget Allocation – 100% Budget Expended	6
Statement of Expenditures - Compared with Budget Allocation	7-8
Statement of Bonded Indebtedness	9
Statement of Transfers In and Out	10
Statement of Comp Time Liability	11-12

Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending September 30, 2013

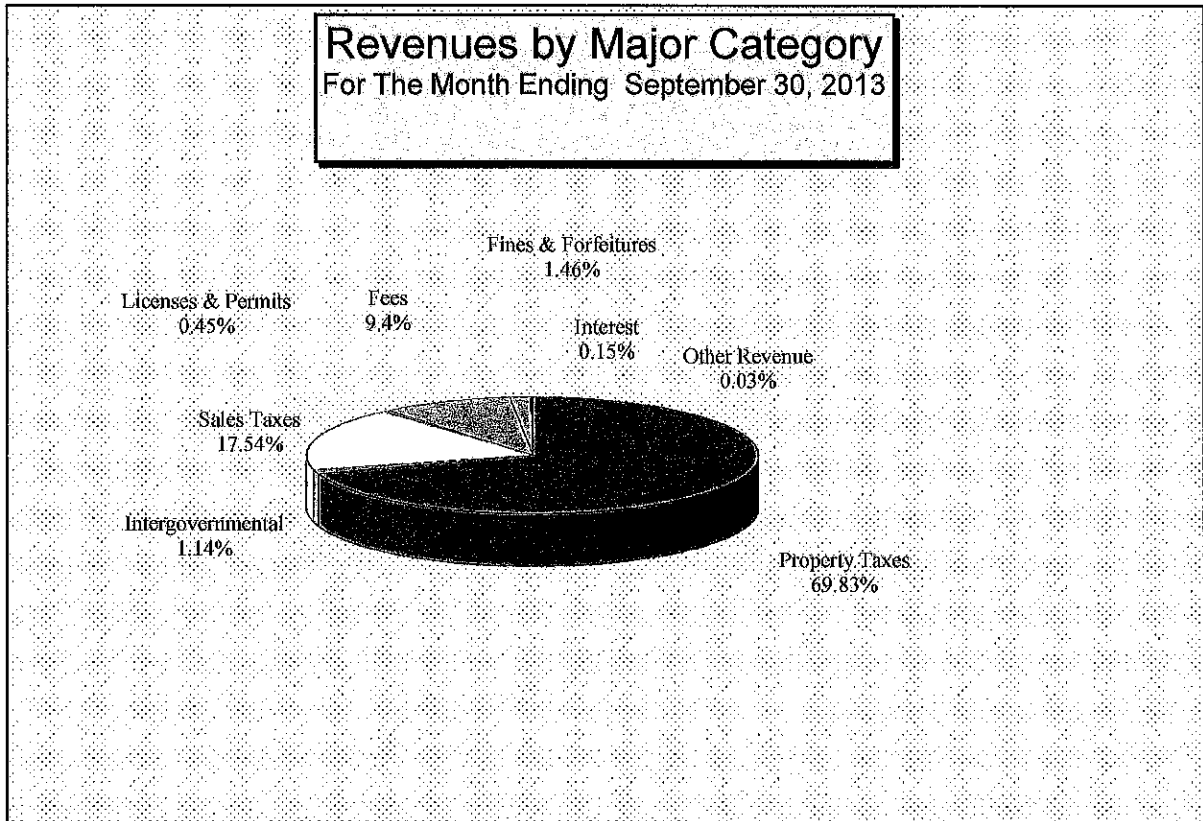
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 53,253,927	15,470,493	8,548,057	1,154,385	(1,439,755)	3,287,524	\$ 80,274,631
Receivables & Prepaids	6,006,423	64,537	-	161,492	(3,563)	-	6,228,889
Intergovernmental Receivables	1,321,758	-	-	-	-	-	1,321,758
Due From Other Funds	150,158	-	-	-	-	-	150,158
Inventory	462,828	56,969	-	-	222,733	-	742,530
Other Assets	-	-	-	-	90,441,043	-	90,441,043
 Total Assets	 \$ <u>61,195,094</u>	 \$ <u>15,591,999</u>	 \$ <u>8,548,057</u>	 \$ <u>1,315,877</u>	 \$ <u>89,220,458</u>	 \$ <u>3,287,524</u>	 \$ <u>179,159,009</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 2,610,709	391,796	2,576	-	48,644	1,591,453	\$ 4,645,178
Intergovernmental Payables	360	-	-	-	150	-	510
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	5,195,348	66,191	-	135,259	452,812	-	5,849,610
Fund Balance/Equity	<u>53,388,677</u>	<u>15,134,012</u>	<u>8,545,481</u>	<u>1,180,618</u>	<u>88,718,852</u>	<u>1,696,071</u>	<u>168,663,711</u>
 Total Liabilities and Fund Balance/Equity	 \$ <u>61,195,094</u>	 \$ <u>15,591,999</u>	 \$ <u>8,548,057</u>	 \$ <u>1,315,877</u>	 \$ <u>89,220,458</u>	 \$ <u>3,287,524</u>	 \$ <u>179,159,009</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending September 30, 2013

	8/31/2013	Month Ending September 30, 2013				9/30/2013
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 304,713	\$ 70,213	\$ 98,095	\$ -	\$ -	\$ 276,831
Road & Bridge Pct. 1	876,086	67,801	127,538	-	-	816,349
Road & Bridge Pct. 2	333,889	62,697	145,329	-	-	251,257
Road & Bridge Pct. 3	634,739	55,027	111,698	-	-	578,068
Road & Bridge Pct. 4	889,726	71,328	151,076	-	-	809,978
Engineering Fund	149,830	1,328	67,631	-	-	83,527
Parks & Recreation	60,825	5,142	13,415	-	-	52,552
General Fund	50,847,118	2,455,479	7,149,967	-	-	46,152,630
Mosquito Control Fund	707,883	3,521	258,960	-	-	452,444
Tobacco Settlement Fund	3,913,960	1,081	-	-	-	3,915,041
Total General Funds	58,718,769	2,793,617	8,123,709	-	-	53,388,677
Total Special Revenue Funds	15,058,293	2,221,964	2,146,245	-	-	15,134,012
Total Capital Project Funds	8,666,750	133,664	254,933	-	-	8,545,481
Total Debt Service Funds	1,169,228	11,390	-	-	-	1,180,618
Total Enterprise Funds	88,814,426	743,524	839,098	-	-	88,718,852
Total Internal Service Funds	1,638,266	1,619,858	1,562,053	-	-	1,696,071
Total Balances	\$ 174,065,732	\$ 7,524,017	\$ 12,926,038	\$ -	\$ -	\$ 168,663,711

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ended September 30, 2013

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 84,211,272	\$ 83,565,384	\$ (645,888)	-0.77%
Sales Taxes	21,132,478	19,525,000	(1,607,478)	-8.23%
Licenses & Permits	541,040	395,800	(145,240)	-36.70%
Intergovernmental	1,375,230	1,482,378	107,148	7.23%
Fees	11,269,035	10,633,403	(635,632)	-5.98%
Fines & Forfeitures	1,763,913	1,685,000	(78,913)	-4.68%
Interest	180,471	226,850	46,379	20.44%
Other Revenue	35,918	24,000	(11,918)	-49.66%
	<u>\$ 120,509,357</u>	<u>\$ 117,537,815</u>	<u>\$ (2,971,542)</u>	<u>-2.53%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ended September 30, 2013

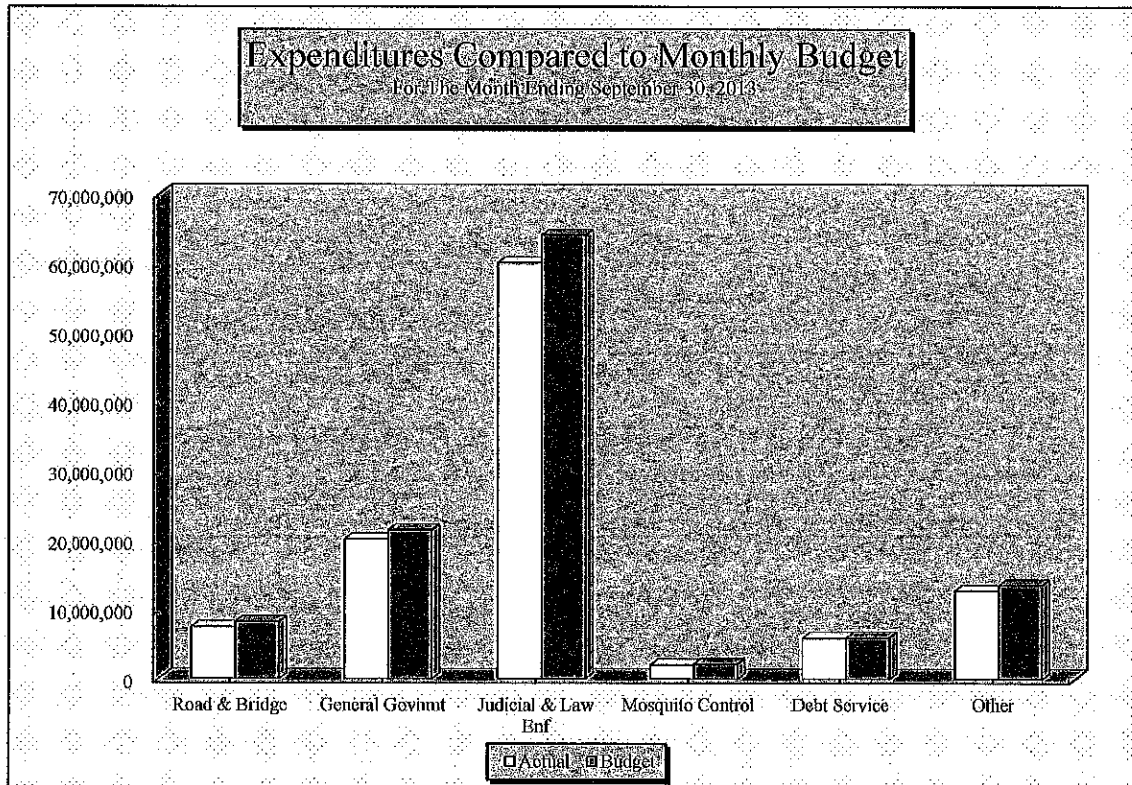
	October 2012										Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	September	Total	Budget	Balance
Jury Fund													
Current Taxes	\$ 42,282	\$ 188,377	\$ 70,111	\$ 2,434	\$ 2,148	\$ 1,268	\$ 934	\$ 1,330	\$ (655)	\$ 308	\$ 308,537	\$ 307,892	\$ (645)
Delinquent Taxes	1,606	720	642	443	426	430	236	387	306	261	5,457	5,550	93
Jury Fees	10,142	2,997	2,952	4,556	3,108	2,986	3,345	2,261	2,488	3,324	38,159	60,000	21,841
Intergovernmental Revenue	75,119	35,560	-	52,870	27,820	-	-	79,410	17,821	66,320	354,920	550,000	195,080
Road & Bridge Pct. 1													
Current Taxes	10,299	45,887	17,079	593	523	309	228	324	(159)	75	75,158	75,000	(158)
Intergovernmental Revenue	-	-	2,141	-	-	-	-	-	21,447	-	23,588	-	(23,588)
Auto Registration Fees	-	164,002	-	-	371,340	-	-	-	-	-	535,342	447,165	(88,177)
Road & Bridge Fees	109,720	45,244	46,708	54,822	49,932	54,620	42,766	44,147	50,905	40,583	539,447	536,075	(3,372)
Sales, Rentals & Services	16,705	-	-	649	232	-	-	-	-	-	17,586	-	(17,586)
Fines and Forfeitures	48,934	19,841	25,088	34,228	29,238	27,101	26,519	23,140	23,842	27,143	285,074	271,960	(13,114)
Road & Bridge Pct. 2													
Current Taxes	24,328	108,387	40,340	1,400	1,236	730	537	765	(377)	177	177,523	177,153	(370)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	151,396	-	-	342,797	-	-	-	-	-	494,193	412,794	(81,399)
Road & Bridge Fees	101,286	41,767	43,118	50,609	46,094	50,422	39,479	40,754	46,994	37,464	497,987	494,870	(3,117)
Sales, Rentals & Services	282	930	-	-	-	-	-	-	-	-	1,212	-	(1,212)
Fines and Forfeitures	45,171	18,315	23,160	31,596	26,990	25,017	24,480	21,361	22,008	25,056	263,154	251,056	(12,098)
Road & Bridge Pct. 3													
Current Taxes	73,571	327,783	121,996	4,236	3,738	2,207	1,625	2,313	(1,139)	536	536,866	535,742	(1,124)
Delinquent Taxes	1,777	797	710	490	472	476	261	428	339	289	6,039	6,142	103
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	135,717	-	-	307,294	-	-	-	-	-	443,011	370,044	(72,967)
Road & Bridge Fees	90,796	37,441	38,652	45,367	41,321	45,200	35,391	36,534	42,126	33,583	446,411	443,620	(2,791)
Sales, Rentals & Services	(185)	-	-	2,750	833	(400)	1,000	-	(106)	(1,842)	2,050	-	(2,050)
Fines and Forfeitures	40,492	16,418	20,762	28,324	24,195	22,425	21,944	19,148	19,729	22,461	235,898	225,056	(10,842)
Road & Bridge Pct. 4													
Current Taxes	10,299	45,888	17,079	593	523	309	228	324	(159)	75	75,159	75,000	(159)
Intergovernmental Revenue	-	-	-	-	-	-	-	758	-	1,409	2,167	2,000	(167)
Auto Registration Fees	-	176,043	-	-	398,604	-	-	-	-	-	574,647	479,997	(94,650)
Road & Bridge Fees	117,775	48,566	-	58,848	53,598	58,630	45,906	47,388	54,643	43,563	528,917	575,435	46,518
Sales, Rentals & Services	(695)	1,400	50,137	(206)	2,475	1,560	1,570	330	642	(2,853)	54,360	-	(54,360)
Fines and Forfeitures	52,523	21,295	26,929	36,738	31,383	29,090	28,464	24,836	25,590	29,134	305,982	291,928	(14,054)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ended September 30, 2013

	October 2012										Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	September	Total	Budget	Balance
Engineering Fund													
Current Taxes	\$ 117,886	\$ 525,218	\$ 195,478	\$ 6,788	\$ 5,989	\$ 3,536	\$ 2,604	\$ 3,707	\$ (1,825)	859	\$ 860,240	\$ 858,437	\$ (1,803)
Delinquent Taxes	2,733	1,225	1,092	753	725	731	401	658	521	444	9,283	9,444	161
Licenses and Permits	150	-	1,200	1,700	100	100	-	-	-	-	3,250	1,000	(2,250)
Sales, Rentals & Services	200	-	-	400	125	325	-	200	-	25	1,275	1,500	225
Parks & Recreation													
Current Taxes	21,987	97,961	36,459	1,266	1,117	659	486	691	(340)	160	160,446	160,111	(335)
Delinquent Taxes	129	58	52	36	34	35	19	31	25	21	440	446	6
Other Revenue	14,018	1,866	3,434	4,236	3,168	4,724	4,516	4,290	6,534	4,961	51,747	40,400	(11,347)
General Fund													
Current Taxes	10,891,645	48,525,728	12,700,111	627,124	(1,147,559)	326,665	240,595	342,488	(168,666)	79,383	72,417,514	71,961,607	(455,907)
Delinquent Taxes	293,197	131,422	117,156	80,822	77,783	78,451	43,047	70,732	55,943	47,646	996,199	1,013,139	16,940
Sales Taxes	2,108,853	2,379,243	2,454,183	1,700,185	2,057,374	2,421,296	2,127,708	2,254,045	2,132,153	1,497,438	21,132,478	19,525,000	(1,607,478)
Other Taxes	-	38	-	-	-	-	21,999	-	12,623	1,258	35,918	24,000	(11,918)
Licenses and Permits	60,976	28,112	179,348	38,374	34,983	40,022	40,035	30,177	36,402	49,361	537,790	394,800	(142,990)
Intergovernmental Revenue	94,718	61,916	76,759	59,430	316,985	63,251	88,642	2,420	88,154	142,280	994,555	930,378	(64,177)
Fees of Office	950,293	345,963	416,159	376,102	380,942	334,284	386,778	343,558	340,573	385,417	4,260,069	4,558,444	298,375
Other Sales, Rentals & Svcs.	554,313	162,232	420,845	533,298	7,681	394,516	32,687	296,890	208,674	171,486	2,782,622	2,213,059	(569,563)
Fines & Forfeitures	140,888	7,510	110,488	58,090	90,651	9,597	76,055	57,340	55,693	67,493	673,805	645,000	(28,805)
Interest	11,811	13,746	16,733	22,104	19,597	15,434	14,569	13,456	17,733	13,717	158,900	200,000	41,100
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund													
Current Taxes	319,987	1,425,645	530,602	18,424	16,257	9,598	7,068	10,062	(4,955)	2,332	2,335,020	2,330,130	(4,890)
Delinquent Taxes	7,316	3,279	2,923	2,017	1,941	1,957	1,075	1,761	1,396	1,189	24,854	25,279	425
Spraying Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund													
Interest	2,514	672	734	1,044	987	826	827	854	1,274	1,081	10,813	18,000	7,187
Debt Service													
Current Taxes	838,683	3,736,593	1,390,699	48,291	42,609	25,154	18,527	26,372	(12,988)	6,112	6,120,052	5,934,312	(185,740)
Delinquent Taxes	29,752	12,784	12,330	8,415	7,980	8,728	4,474	7,284	5,779	4,959	102,485	90,000	(12,485)
Interest	773	771	1,107	1,589	3,019	1,276	1,280	252	372	319	10,758	8,850	(1,908)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 17,335,049	\$ 59,096,753	\$ 19,215,496	\$ 4,001,828	\$ 3,688,808	\$ 4,063,545	\$ 3,388,305	\$ 3,813,206	\$ 3,101,360	\$ 2,805,007	\$ 120,509,357	\$ 117,537,815	\$ (2,971,542)

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended
 For The Month Ending September 30, 2013

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 693,978	\$ 740,883	\$ 46,905	6.33%
Road & Bridge Funds	6,470,797	7,077,392	606,595	8.57%
Engineering Fund	874,817	938,027	63,210	6.74%
Parks & Recreation Fund	168,680	232,856	64,176	27.56%
General Fund:				
General Government	20,173,444	21,498,602	1,325,158	6.16%
Judicial	15,761,451	16,668,272	906,821	5.44%
Law Enforcement	43,644,060	46,703,645	3,059,585	6.55%
Education	339,733	384,064	44,331	11.54%
Health & Welfare	7,813,326	8,029,394	216,068	2.69%
Maintenance	3,069,340	3,537,903	468,563	13.24%
Other	1,493,825	1,564,153	70,328	4.50%
Mosquito Control Fund	2,018,408	2,178,007	159,599	7.33%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	5,925,537	5,934,312	8,775	0.15%
	<u>\$ 108,497,396</u>	<u>\$ 115,537,510</u>	<u>\$ 7,040,114</u>	<u>6.09%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending September 30, 2013

	October 2012										Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	June	July	August	September				
Jury Fund	\$ 149,912	\$ 42,033	\$ 14,398	\$ 122,850	\$ 54,605	\$ 14,517	\$ 14,057	\$ 128,545	\$ 52,139	\$ 98,095	\$ 2,827	\$ 693,978	\$ 740,883	\$ 46,905
Road & Brdg Pct. 1	251,943	76,814	95,106	150,814	171,918	96,530	121,858	147,507	161,668	127,538	33,881	1,435,577	1,567,233	131,656
Road & Brdg Pct. 2	301,353	101,642	98,671	153,063	167,025	150,173	121,079	124,384	155,511	145,329	30,970	1,549,200	1,613,698	64,498
Road & Brdg Pct. 3	285,503	93,910	94,306	126,708	245,212	104,154	96,397	105,981	149,836	111,698	234,894	1,648,599	1,847,440	198,841
Road & Brdg Pct. 4	337,643	124,562	117,463	155,856	107,230	141,846	158,255	174,290	216,123	151,076	153,077	1,837,421	2,049,021	211,600
Engineering	206,987	64,479	65,603	97,225	67,604	68,857	66,542	69,565	99,272	67,631	1,052	874,817	938,027	63,210
Parks & Recreation	27,060	3,023	7,075	9,822	33,008	10,299	7,474	18,257	26,886	13,415	12,361	168,680	232,856	64,176
Tax Assessor/Coll.	788,890	243,826	246,101	370,325	258,489	247,117	258,367	264,828	367,305	255,691	7,839	3,308,778	3,487,819	179,041
Human Resources	82,641	29,067	33,920	43,603	29,449	24,439	29,182	29,428	40,556	27,695	230	370,210	409,488	39,278
County Auditor	342,472	102,596	101,280	151,818	110,150	103,831	100,645	98,641	145,724	99,451	1,489	1,358,097	1,400,779	42,682
County Clerk	462,130	153,838	151,484	226,380	159,589	152,718	158,159	157,967	217,606	166,511	4,217	2,010,599	2,050,986	40,387
County Judge	184,575	56,819	58,787	77,571	63,698	58,459	59,429	59,453	87,412	59,707	1,996	767,906	833,549	65,643
Risk Management	52,600	17,132	17,133	25,578	17,210	19,762	19,864	17,983	25,552	17,434	-	230,248	231,595	1,347
County Treasurer	55,721	19,053	20,568	29,777	20,544	22,448	21,170	21,564	30,131	21,051	426	262,453	279,413	16,960
Printing Department	30,372	9,611	9,527	14,268	13,474	9,266	15,260	11,631	11,255	6,962	5,308	136,934	153,300	16,366
Purchasing Department	104,740	32,000	40,854	54,919	38,375	36,190	39,108	37,801	50,051	37,618	8,383	480,039	514,639	34,600
General Services	2,449,216	787,746	1,285,428	805,774	560,336	487,772	608,481	526,115	612,803	625,142	9,382	8,758,195	9,420,626	662,431
MIS	467,034	125,356	146,829	178,227	133,938	129,570	130,224	120,194	186,395	128,379	20,284	1,766,430	1,823,778	57,348
Voter's Registration	64,447	17,132	13,945	24,443	11,577	13,029	14,430	14,238	20,732	14,503	336	208,812	285,793	76,981
Elections	233,649	23,177	23,647	27,389	30,224	75,940	5,805	23,049	38,225	25,801	7,837	514,743	606,837	92,094
District Attorney	1,158,797	381,574	430,117	602,842	385,580	420,050	391,547	406,651	589,709	402,588	3,540	5,172,995	5,406,306	233,311
District Clerk	364,842	118,394	119,069	182,248	120,127	121,618	122,132	122,832	185,897	120,192	1,222	1,578,573	1,717,184	138,611
Criminal Dist. Court	231,630	68,011	85,306	99,259	194,592	165,291	154,399	79,171	78,067	79,789	553	1,236,068	1,314,349	78,281
58th Dist. Court	66,023	20,825	20,926	30,635	20,738	21,849	20,922	22,203	31,013	23,216	121	278,471	281,032	2,561
60th Dist. Court	60,142	20,076	20,182	29,612	20,104	20,305	20,058	20,618	29,803	20,809	21	261,730	267,028	5,298
136th Dist. Court	62,809	20,392	20,403	30,391	20,533	20,992	20,703	20,469	30,392	20,600	-	267,684	270,528	2,844
172nd Dist. Court	61,350	20,380	19,925	30,132	20,095	19,696	19,920	21,323	29,015	20,492	68	262,396	266,598	4,202
252nd Dist. Court	331,500	96,806	98,749	113,029	121,704	103,433	95,318	111,067	201,504	159,171	308	1,432,589	1,491,611	59,022
279th Dist. Court	76,630	21,020	36,673	38,430	29,135	25,351	22,513	31,430	31,030	36,655	265	349,132	372,378	23,246
317th Dist. Court	168,167	46,329	37,129	81,920	44,511	60,180	50,971	57,208	58,312	59,730	(823)	663,634	709,982	46,348
J.P. Pct. 1 PI 1	74,042	24,722	25,894	36,678	25,912	25,195	25,907	26,013	31,396	25,124	-	320,883	323,950	3,067
J.P. Pct. 1 PI 2	73,824	25,353	25,463	36,230	25,051	24,817	25,113	24,766	36,615	25,077	1,926	324,235	329,937	5,702
J.P. Pct. 2	62,041	20,449	21,733	30,886	21,044	21,403	21,076	20,341	31,388	22,011	178	272,550	318,303	45,753
J.P. Pct. 4	67,283	22,814	24,078	33,817	23,131	22,792	23,299	23,154	33,792	24,622	58	298,840	320,401	21,561
J.P. Pct. 6	73,422	25,026	25,269	36,487	24,988	26,270	26,599	27,548	41,245	27,002	1,727	335,583	345,123	9,540
J.P. Pct. 7	71,191	23,882	26,575	35,235	25,695	23,467	27,063	25,783	34,936	25,468	1,270	320,565	334,626	14,061
J.P. Pct. 8	76,255	24,764	25,528	35,907	25,229	21,748	23,259	24,522	32,623	22,786	933	313,554	341,761	28,207
Cnty. Court at Law 1	71,788	27,776	30,932	46,553	31,575	31,606	31,721	31,572	47,376	32,472	138	383,509	427,600	44,091
Cnty. Court at Law 2	131,617	42,150	44,246	62,989	47,812	47,139	45,443	45,310	67,374	48,074	1,682	583,836	605,646	21,810
Cnty. Court at Law 3	124,306	39,638	41,664	59,792	41,341	40,714	41,725	40,000	59,885	41,770	1,139	531,974	582,839	50,865
Court Master	79,106	26,720	25,587	38,408	26,026	25,781	26,031	34,413	63,724	38,905	179	384,880	417,506	32,626

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation
 For The Month Ending September 30, 2013

	October 2012										Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	August	September		Total	Budget	Balance
Dispute Resolution	\$ 42,805	\$ 16,447	\$ 13,777	\$ 19,470	\$ 13,786	\$ 13,724	\$ 13,090	\$ 13,097	\$ 19,393	\$ 14,856	\$ 7,325	\$ 187,770	\$ 223,584	\$ 35,814
Alternative School	77,186	25,735	26,498	37,772	23,629	20,134	22,028	19,202	35,612	27,260	-	315,056	354,226	39,170
Comm. Supervision	39,016	469	1,017	469	800	1,190	469	516	469	228	-	44,643	48,007	3,364
Sheriff's Dept.	2,869,575	896,884	851,611	1,266,218	857,465	843,030	831,671	851,001	1,212,605	902,588	58,572	11,441,220	12,115,622	674,402
Crime Lab	266,030	86,249	79,899	121,737	87,246	77,996	83,796	83,822	121,322	84,670	21,766	1,114,533	1,200,192	85,659
Jail	5,312,638	1,757,975	2,145,026	2,537,085	2,319,401	1,567,612	1,904,292	2,190,767	2,675,873	2,056,877	51,386	24,518,932	25,964,327	1,445,395
Juvenile Probation	268,755	95,780	92,127	136,670	92,636	97,738	94,699	90,901	135,329	27,541	2,060	1,134,236	1,469,894	335,658
Juvenile Detention	374,630	137,730	132,941	185,399	133,678	129,589	130,304	169,672	189,666	137,856	23,895	1,745,360	1,954,092	208,732
Constable Pct. 1	161,081	102,612	35,308	52,362	53,516	58,281	57,684	50,273	69,624	45,624	1,548	687,913	786,010	98,097
Constable Pct. 2	82,721	38,622	33,209	47,189	29,777	28,200	28,053	28,816	42,639	30,918	879	391,023	423,432	32,409
Constable Pct. 4	85,765	28,568	28,274	44,485	28,694	27,912	28,244	28,502	43,135	33,764	272	377,615	402,760	25,145
Constable Pct. 6	107,119	41,517	38,081	52,187	35,980	37,434	36,935	38,936	53,051	39,380	2,310	482,930	533,907	50,977
Constable Pct. 7	88,527	28,806	28,137	42,474	29,639	36,993	30,301	28,558	41,854	28,875	55	384,219	410,373	26,154
Constable Pct. 8	87,702	29,205	29,587	46,853	30,694	30,081	29,773	31,124	43,963	29,567	1,933	390,482	400,803	10,321
County Morgue	107,019	59,083	30,596	62,956	51,674	65,409	62,200	74,571	48,850	45,857	7,683	615,898	640,000	24,102
Agriculture Ext.	85,262	26,796	24,343	35,536	24,307	24,825	24,905	25,947	36,645	30,636	531	339,733	384,064	44,331
Public Health # 1	236,950	74,327	78,868	111,714	90,238	82,248	74,912	82,815	127,782	86,907	10,251	1,057,012	1,186,005	128,993
Public Health # 2	225,449	82,245	75,296	108,954	86,440	76,714	81,980	87,954	118,021	81,154	7,486	1,031,693	1,117,724	86,031
Nurse Practitioner	64,533	23,123	21,564	32,823	23,135	21,828	22,773	25,566	31,921	22,711	8,452	298,429	305,767	7,338
Child Welfare	45,077	4,703	4,495	9,301	21,115	11,917	9,288	8,711	13,414	15,043	-	143,064	158,900	15,836
Env. Control	76,416	26,622	25,822	38,413	26,463	26,394	26,767	26,462	36,049	24,416	727	334,551	349,898	15,347
Ind. Medical Svcs.	230,443	51,412	134,488	137,809	109,564	1,602,941	89,651	2,046,041	78,605	205,936	72,430	4,759,320	4,704,107	(55,213)
Emergency Mgmt.	43,289	14,605	14,608	21,760	14,765	14,466	14,615	14,614	21,762	14,773	-	189,257	206,993	17,736
Beaumont Maintenance	492,212	148,154	166,322	203,235	248,343	159,921	166,774	222,234	252,780	208,575	53,050	2,321,600	2,692,217	370,617
Port Arthur Maint.	113,646	42,826	40,261	53,716	62,179	40,091	42,503	50,851	63,228	51,872	8,378	569,551	654,933	85,382
Mid-County Maint.	37,696	11,935	13,530	19,935	13,738	14,389	15,273	15,047	17,591	14,687	4,368	178,189	190,753	12,564
Service Center	199,265	121,184	77,767	100,654	69,536	145,937	109,030	82,511	128,845	105,011	94,278	1,234,018	1,292,781	58,763
Veteran Service	58,354	19,887	20,658	29,061	20,165	20,292	20,473	20,308	29,542	19,887	1,180	259,807	271,372	11,565
Mosquito Control	582,367	83,837	133,949	125,540	127,284	89,466	96,259	120,509	332,709	258,960	67,528	2,018,408	2,178,007	159,599
Tobacco Settlement	50,000	-	-	-	-	-	-	-	-	-	-	50,000	50,000	-
Debt Service Funds	-	980,646	-	-	-	-	735	4,943,156	1,000	-	-	5,925,537	5,934,312	8,775
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 22,877,181	\$ 8,298,901	\$ 8,245,632	\$ 10,219,667	\$ 8,314,465	\$ 8,623,366	\$ 7,430,982	\$ 14,840,299	\$ 10,463,557	\$ 8,123,709	\$ 1,059,637	\$ 108,497,396	\$ 115,537,510	\$ 7,040,114

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending September 30, 2013

Issue	Beginning Amount Outstanding	2012-2013 Requirements				2012-2013 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
Certificates of Obligation - 2003B	1,310,000	25,000	54,362	4,000	83,362	25,000	54,362	2,435	81,797	1,285,000
2011 Refunding Bonds	5,435,000	1,030,000	152,750	5,000	1,187,750	1,030,000	152,750	1,700	1,184,450	4,405,000
2012 Refunding Bonds	46,525,000	2,910,000	1,748,200	5,000	4,663,200	2,910,000	1,748,200	1,090	4,659,290	43,615,000
	<u>\$ 53,270,000</u>	<u>\$ 3,965,000</u>	<u>\$ 1,955,312</u>	<u>\$ 14,000</u>	<u>\$ 5,934,312</u>	<u>\$ 3,965,000</u>	<u>\$ 1,955,312</u>	<u>\$ 5,225</u>	<u>\$ 5,925,537</u>	<u>\$ 49,305,000</u>

Jefferson County, Texas
Statement of Transfers In and Out

Fund	Transfers In	Transfers Out
120 General Fund	1,529 (b)	1,605,025 (a)
211 Highway Improvement Fund	-	-
250 Cheek Step Sewer Improveent	-	1,529 (b)
311 Capital Projects	-	-
741 Sheriff's Forfeiture Fund	-	121,082 (a)
550 SETEC Fund	1,605,025 (a)	-
865 Marine Division	-	27,959 (a)
870 2009 Port Security Grant	121,082 (a)	-
874 2012 Port Security Grant	27,959 (a)	-
	<u>\$1,755,595</u>	<u>\$1,755,595</u>

(a) Budgeted Transfer

(b) Residual Equity Transfer

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter September 30, 2013

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	204.75	\$ 4,729.27
Road & Bridge # 2	748.50	16,678.27
Road & Bridge # 3	584.07	12,549.17
Road & Bridge # 4	52.54	973.31
Engineering	82.27	2,194.87
Tax Assessor/Collector	550.15	10,600.50
Human Resources	0.00	0.00
County Auditor	93.29	2,332.70
County Clerk	303.25	5,767.99
County Judge	82.64	1,929.79
Treasurer	0.01	0.08
Printing	1.00	22.54
Purchasing Department	8.75	164.93
MIS	476.30	11,676.50
Voter Registration	18.89	460.29
Elections Department	58.66	1,193.98
District Attorney	0.09	1.66
District Clerk	13.13	319.64
Criminal District Court	113.88	2,684.50
58th District Court	3.63	110.14
172nd District Court	0.00	0.00
252nd District Court	1.75	41.25
279th District Court	0.01	0.12
Justice of Peace Pct. 1 Pl. 1	66.13	1,493.47
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	26.50	605.01
Justice of Peace Pct. 4	0.01	0.09
Justice of Peace Pct. 6	3.63	79.21
Justice of Peace Pct. 7	132.38	2,873.78
Justice of Peace Pct. 8	10.50	221.47
Court Master	8.75	206.27
ASAP	215.14	5,837.74
Marine Division	2,630.76	78,199.65
Alternative School	47.50	1,249.93
Sheriff's Department	11,104.65	325,829.55
Crime Lab	286.82	8,996.93
Correctional Facility	8,401.00	190,886.86
Juvenile Detention Home	248.75	4,389.36

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter September 30, 2013

Department	Cumulative Hours	Current Liability
Juvenile Probation	158.81	\$ 2,990.35
Constable Pct. 1	341.50	9,527.73
Constable Pct. 2	0.01	0.15
Constable Pct. 4	30.25	911.67
Constable Pct. 6	31.34	829.54
Constable Pct. 7	70.92	2,283.80
Constable Pct. 8	24.00	450.63
Public Health No. 1	77.82	1,205.70
Public Health No. 2	70.77	1,247.51
Indigent Health	8.00	422.12
Mosquito Control	421.13	8,623.89
Maintenance - Beaumont	384.35	8,034.87
Maintenance - Port Arthur	103.63	1,939.68
Maintenance- Mid County	0.00	0.00
Visitors' Center	42.01	699.69
Service Center	0.50	11.03
Veterans' Services Office	0.63	12.57
Environmental Control	0.00	0.00
Emergency Management	11.25	264.55
Airport	928.22	17,419.67
Dispute Resolution Center	30.88	484.83
Juvenile Challenge Program	241.65	3,885.80
Juvenile Detention	0.00	0.00
Juvenile Progressive Sanctions	0.00	0.00
Juvenile Enrichment	0.00	0.00
Community Supervision	280.59	6,693.05
Women's Center	654.19	9,776.08
Adult Surveillance Program	0.00	0.00
D.W.I Adult Probation	31.50	858.42
Civil Probation	0.01	0.07
Community Corrections	37.46	818.51
Adult Probation Boot Camp	9.25	224.82
Juvenile Special Needs	32.51	539.22
Juvenile Parole Case Aid	0.00	0.00
Drug Diversion	109.34	2,060.64
Juvenile Probation and Detention	3.38	36.09
Mentally Impaired Offender	7.75	186.46
Auto Theft	78.00	2,522.87
Courthouse Security	323.75	9,122.46
Total	<u>31,125.48</u>	<u>\$ 789,385.29</u>
Comp-Time Liability at 9/30/12	33,136.84	\$ 816,878.40

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2013 TAX ROLL THIS 28 DAY OF OCTOBER, 2013.

[Handwritten signature]

County Judge

[Handwritten signature]

Commissioner Pct. #1

ABSENT

Commissioner Pct. #3

[Handwritten signature]

Commissioner Pct. #2

[Handwritten signature]

Commissioner Pct. #4

Sworn to and subscribed before me, the undersigned authority, this 28th day of OCTOBER, 2013.

[Handwritten signature]
CAROLYN GUIDRY, County Clerk

RECEIVED
OCT 28 2013
AUDITOR'S OFFICE

JURISDICTION: 0001 JEFFERSON COUNTY

TOTAL PARCELS:	152,804	TAX RATE:00.365000	
MARKET VALUE:	32,923,518,893	STATE HOM:	0
EXEMPT PARCELS:	0	STATE O65:	0
EXEMPT VALUE:	0	DISABLED:	40,000
AG PROPERTIES:	4,175	AG EXCLUSION:	311,521,195
HS CAPPED CNT:	1,011	HS CAPPED AMT:	7,297,886
ABATED PARCELS:	11	ABATED AMOUNT:	1,877,188,020
EB366 CNT:	175	EB366 VALUE:	39,448
POLLUTION CNT:	192	POLLUTION VALUE:	1,454,560,832
GIT CNT:	2	GIT VALUE:	29,854,100
SRH XMP CNT:	33	SRH EXEMPTION:	1,202,701
LIA XMP CNT:	2	LIA EXEMPTION:	2,893,650
VET FULL XMP CNT:	333	VET FULL EXEMPTION:	33,358,522
TIM PROPERTIES:	425	TIM EXCLUSION:	17,526,099
PRORATED EXEMP EXXG COUNT:	32	AMOUNT FOR EXXG	5,167,230
PRORATED EXEMP EXXI COUNT:	21	AMOUNT FOR EXXI	5,335,280
PRORATED EXEMP EXXL COUNT:	77	AMOUNT FOR EXXL	21,997,538
PRORATED EXEMP EXXP COUNT:	3	AMOUNT FOR EXXP	1,463,900
PRORATED EXEMP EXXU COUNT:	1	AMOUNT FOR EXXU	8,022,000
PRORATED EXEMP EXXV COUNT:	130	AMOUNT FOR EXXV	150,995,160
GROSS TAXABLE:	6,719	AMOUNT FOR EXXV	1,130,372,690
	29,178,076,440		

STATE HOMESTEAD	53,965	HOMESTEAD AMT:	0
LOCAL HOMESTEAD	53,965	HOMESTEAD AMT:	1,117,535,657
OVER65	17,816	OVER 65 AMT:	0
LOCAL OVER65	17,816	OVER 65 AMT:	657,703,340
SURVIVING SPOUSE:	108	AMOUNT:	4,086,530
# OF DISABLED:	4,195	DISABLED AMT:	145,747,880
TOTAL VET	1,062	VETERAN AMT:	9,899,236
* VET SURVIVING SP	23	VETERAN AMT:	181,608
* INCLUDED IN THE TOTAL VET FIELD			

TOTAL PART XMP:	1,924,972,693		
TAXABLE VALUE:	25,919,729,949		
FROZEN ACCTS:	20,658		
LEVY LOSS:	673,125.61		
TOTAL LEVY:	93,936,545.16		
LATEAG CNT:	57	LATEAG AMT:	2,130.94
LATE RENDPEN CNT:	2,848	LATE RENDPEN AMT:	46,877.10
FROZEN HOMESTEAD:	1,924,972,693		
FROZEN TAXABLE:	811,798,735		
UNFROZEN LEVY:	2,963,065.60		
FROZEN LEVY:	2,289,929.99		
TIF CAPTURED:	0		
TOTAL NON-EXMPT PARCELS:	152,804		

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	51.30	386937	
WARREN'S DO-NUTS	84.46	386990	
			135.76**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	314.79	386855	
M&D SUPPLY	83.79	386888	
MUNRO'S	31.45	386894	
OVERHEAD DOOR CO.	183.75	386898	
SMART'S TRUCK & TRAILER, INC.	201.64	386913	
STAR GRAPHICS SHARP	30.12	386928	
SOUTHERN TIRE MART, LLC	294.45	386951	
AIRGAS SOUTHWEST	27.12	387000	
ASCO	82.46	387035	
			1,249.57**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	76.20	386859	
ENTERGY	80.96	386878	
MUNRO'S	16.20	386894	
STAR GRAPHICS SHARP	42.71	386928	
SUTHERLAND LUMBER CO.	25.00	386929	
BUMPER TO BUMPER	28.28	386987	
ADVANCE COMMUNICATIONS SYSTEM	81.94	386989	
ATSCO	123.76	387001	
JEFFERSON COUNTY AGRICUTLURE COMM	50.00	387012	
CHANNEL SAFETY & MARINE SUPPLY INC	142.90	387031	
			667.95**
ROAD & BRIDGE PCT. # 3			
HILO / O'REILLY AUTO PARTS	47.88	386837	
CERTIFIED LABORATORIES	318.56	386856	
ENTERGY	321.25	386878	
CASH ADVANCE ACCOUNT	738.06	386881	
MUNRO'S	12.45	386894	
SMART'S TRUCK & TRAILER, INC.	88.44	386913	
AT&T	69.58	386925	
STAR GRAPHICS SHARP	63.56	386928	
TIME WARNER COMMUNICATIONS	80.11	386933	
BARRON TIRE SERVICE	125.00	387019	
			1,864.89**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	252.50	386846	
CITY OF BEAUMONT - WATER DEPT.	18.12	386858	
GCR BEAUMONT TRUCK TIRE CENTER	699.22	386874	
ENTERGY	902.23	386878	
M&D SUPPLY	32.19	386888	
MUNRO'S	55.33	386894	
OFFICE DEPOT	284.78	386896	
OIL CITY TRACTORS, INC.	592.40	386897	
PHYSICIAN SALES & SERVICE, INC.	878.50	386901	
SCHMIDT SAW & KNIFE WKS, INC.	42.98	386911	
MOTOROLA SOLUTIONS INC	4,731.30	386954	
A-1 MAIDA FENCE CO.	75.00	386959	
UNITED STATES POSTAL SERVICE	17.68	386967	
SIERRA SPRING WATER CO. - BT	44.42	386968	
FLOYDS CAJUN SEAFOOD&TEXAS STEAKHOU	300.00	387021	
			7,169.65**
ENGINEERING FUND			
ESRI - ENVIRONMENTAL SYSTEMS	2,000.00	386836	
STAR GRAPHICS SHARP	43.25	386928	
WESTERN DATA	867.66	386944	
UNITED STATES POSTAL SERVICE	5.44	386967	
			2,916.35**
PARKS & RECREATION			
ENTERGY	69.92	386878	
			69.92**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
PITNEY BOWES, INC.	453.48	386902	
ACE IMAGEWEAR	20.38	386912	
STAR GRAPHICS SHARP	208.10	386928	
VERIZON WIRELESS	12.66	386962	
UNITED STATES POSTAL SERVICE	732.22	386967	
US POSTAL SERVICE	200.00	386970	1,601.52*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	190.00	386851	
CASH ADVANCE ACCOUNT	604.18	386881	
STAR GRAPHICS SHARP	43.25	386928	
UNITED STATES POSTAL SERVICE	.38	386967	837.81*
AUDITOR'S OFFICE			
DELL MARKETING L.P.	3,431.01	386868	
REBECCA REYNOLDS	13.56	386906	
SOUTHEAST TEXAS WATER	29.95	386915	
STAR GRAPHICS SHARP	60.94	386928	
UNITED STATES POSTAL SERVICE	21.58	386967	3,557.04*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	47.90	386885	
OFFICE DEPOT	602.60	386896	
XEROX CORPORATION	2,257.30	386948	
UNITED STATES POSTAL SERVICE	331.99	386967	3,239.79*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	600.00	386876	
STAR GRAPHICS SHARP	43.25	386928	
WEST PUBLISHING CORPORATION	116.58	386946	
UNITED STATES POSTAL SERVICE	2.47	386967	
SHOBASSY LAW	500.00	387004	
JOSHUA C HEINZ	500.00	387026	1,762.30*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	386928	
UNITED STATES POSTAL SERVICE	7.96	386967	39.74*
COUNTY TREASURER			
STAR GRAPHICS SHARP	43.25	386928	
UNITED STATES POSTAL SERVICE	97.15	386967	140.40*
PRINTING DEPARTMENT			
STAR GRAPHICS SHARP	314.11	386928	314.11*
PURCHASING DEPARTMENT			
STAR GRAPHICS SHARP	43.25	386928	
UNITED STATES POSTAL SERVICE	28.39	386967	71.64*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	386881	
SPINDLETOP MHMR	32,990.75	386887	
TIME WARNER COMMUNICATIONS	1,910.83	386932	
VELOCITY EXPRESS	161.48	386965	
SUPERIOR PRESS	2,252.20	387013	37,340.26*
DATA PROCESSING			
GUARDIAN FORCE	36.00	386838	
DELL MARKETING L.P.	2,287.34	386868	
OFFICE DEPOT	281.44	386896	
STAR GRAPHICS SHARP	60.94	386928	
CDW COMPUTER CENTERS, INC.	60.77	386955	
VERIZON WIRELESS	75.98	386962	

NAME	AMOUNT	CHECK NO.	TOTAL
SOLARWINDS.NET INC 730720	395.00	386969	
PITNEY BOWES SOFTWARE INC	2,500.00	387027	5,697.47*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	386928	
UNITED STATES POSTAL SERVICE	33.14	386967	63.26*
ELECTIONS DEPARTMENT			
RYDER TRANSPORTATION SERVICES	155.42	386840	
STAR GRAPHICS SHARP	30.12	386928	
UNITED STATES POSTAL SERVICE	80.26	386967	
DENISE PLUMMER	10.17	386999	275.97*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	802.00	386854	
FED EX	4.99	386873	
JAN GIROUARD & ASSOCIATES	405.66	386876	
JEFFERSON CTY. BAR ASSOCIATION	20.00	386879	
MANNINGS SCHOOL SUPPLY	1,890.00	386890	
OFFICE DEPOT	957.21	386896	
STAR GRAPHICS SHARP	261.30	386928	
TDCAA BOOK ORDERS	1,380.00	386930	
WEST PUBLISHING CORPORATION	1,320.07	386946	
UNITED STATES POSTAL SERVICE	476.18	386967	
PACER SERVICE CENTER	49.30	386972	
CHILD ABUSE & FORENSIC SERVICES	1,125.00	386974	
FMMS HOLDINGS OF TEXAS LLC	569.83	387024	9,261.54*
DISTRICT CLERK			
OFFICE DEPOT	74.34	386896	
STAR GRAPHICS SHARP	51.52	386928	
WEST PUBLISHING CORPORATION	161.50	386946	
UNITED STATES POSTAL SERVICE	143.50	386967	
COGNISERV LLC	844.00	387029	1,274.86*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK, P.C.	1,200.00	386853	
MIKE LAIRD, ATTORNEY AT LAW	600.00	386886	
NATHAN REYNOLDS, JR.	800.00	386905	
STAR GRAPHICS SHARP	31.78	386928	
RENE MULHOLLAND	868.15	386939	
UNITED STATES POSTAL SERVICE	.38	386967	
RYAN GERTZ	900.00	387011	4,400.31*
58TH DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	386928	
UNITED STATES POSTAL SERVICE	.86	386967	32.64*
60TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	386928	30.12*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	386928	
UNITED STATES POSTAL SERVICE	.38	386967	30.50*
172ND DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	386928	
HOLLY GIFFIN	275.12	386950	
UNITED STATES POSTAL SERVICE	6.11	386967	313.01*
252ND DISTRICT COURT			
THOMAS J. BURBANK, P.C.	1,400.00	386853	
CASH ADVANCE ACCOUNT	1,727.93	386881	

NAME	AMOUNT	CHECK NO.	TOTAL
RIFE KIMLER, LAW OFFICE OF	600.00	386882	
NATHAN REYNOLDS, JR.	600.00	386905	
MIKE VAN ZANDT	1,705.13	386938	
JOHN D WEST	2,300.00	386960	
UNITED STATES POSTAL SERVICE	51.20	386967	
JOEL WEBB VAZQUEZ	800.00	386986	
CULLEN KIKER	600.00	387009	
JONATHAN L. STOVALL	500.00	387016	
JAMES R. MAKIN, P.C.	1,600.00	387017	
RIGHT TIME EDUCATIONAL SUPPORT SYS.	250.00	387020	
279TH DISTRICT COURT			12,134.26*
PHILLIP DOWDEN	150.00	386845	
OFFICE DEPOT	183.73	386896	
MARVA PROVO	500.00	386903	
ANITA F. PROVO	637.50	386904	
JONATHAN L. STOVALL	150.00	387016	
GORDON D. FRIESZ	500.00	387018	
317TH DISTRICT COURT			2,121.23*
CASH ADVANCE ACCOUNT	1,627.17	386881	
STAR GRAPHICS SHARP	31.78	386928	
UNITED STATES POSTAL SERVICE	1.38	386967	
JUSTICE COURT-PCT 1 PL 1			1,660.33*
STAR GRAPHICS SHARP	51.32	386928	
UNITED STATES POSTAL SERVICE	16.59	386967	
JUSTICE COURT-PCT 1 PL 2			67.91*
STAR GRAPHICS SHARP	30.12	386928	
UNITED STATES POSTAL SERVICE	.02	386967	
JUSTICE COURT-PCT 2			30.14*
WEST PUBLISHING CORPORATION	50.50	386946	
JUSTICE COURT-PCT 4			50.50*
STAR GRAPHICS SHARP	42.71	386928	
JUSTICE COURT-PCT 6			42.71*
BEAUMONT ENTERPRISE	276.64	386871	
STAR GRAPHICS SHARP	30.12	386928	
UNITED STATES POSTAL SERVICE	32.71	386967	
JUSTICE COURT-PCT 7			339.47*
CASH ADVANCE ACCOUNT	520.10	386881	
MANNINGS SCHOOL SUPPLY	19.95	386890	
COUNTY COURT AT LAW NO.1			540.05*
STAR GRAPHICS SHARP	30.12	386928	
UNITED STATES POSTAL SERVICE	.38	386967	
COUNTY COURT AT LAW NO. 2			30.50*
BRUCE N. SMITH	300.00	386914	
KEVIN S. LAINE	250.00	386953	
UNITED STATES POSTAL SERVICE	34.25	386967	
JOEL WEBB VAZQUEZ	250.00	386986	
LUKE NICHOLS	675.00	386994	
ANITA U SEPEDA	100.00	387015	
COUNTY COURT AT LAW NO. 3			1,609.25*
JOHN E. MACEY	250.00	386889	
UNITED STATES POSTAL SERVICE	27.34	386967	
COURT MASTER			277.34*

NAME	AMOUNT	CHECK NO.	TOTAL
COURT REPORTERS CERT BOARD	210.00	386867	
OFFICE DEPOT	51.09	386896	
STAR GRAPHICS SHARP	42.71	386928	
VERIZON WIRELESS	84.73	386962	
UNITED STATES POSTAL SERVICE	3.24	386967	391.77*
MEDIATION CENTER			
STAR GRAPHICS SHARP	30.12	386928	
UNITED STATES POSTAL SERVICE	3.84	386967	33.96*
COMMUNITY SUPERVISION			
DELL MARKETING L.P.	25,160.74	386868	
OFFICE DEPOT	588.16	386896	
STAR GRAPHICS SHARP	136.39	386928	25,885.29*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	42.65	386859	
FED EX	191.62	386873	
CASH ADVANCE ACCOUNT	403.52	386881	
OFFICE DEPOT	481.94	386896	
AT&T	286.74	386925	
STAR GRAPHICS SHARP	279.27	386928	
VERIZON WIRELESS	2,623.59	386964	
UNITED STATES POSTAL SERVICE	1,532.34	386967	
FIVE STAR FEED	146.45	386982	
CODE BLUE	114.00	386985	
TAC VIEW INC	2,995.00	386992	
3 L PRINTING	75.00	387014	9,172.12*
CRIME LABORATORY			
COLLABORATIVE TESTING SERVICES	175.00	386864	
FED EX	185.93	386873	
STAR GRAPHICS SHARP	42.71	386928	
VERIZON WIRELESS	40.52	386963	444.16*
JAIL - NO. 2			
AVIALL	356.25	386849	
PETTY CASH - SHERIFF'S OFFICE	693.66	386899	
AT&T	914.89	386925	
STAR GRAPHICS SHARP	522.75	386928	
NEDERLAND HARDWARE SUPPLY	11.14	386945	
KROPP HOLDINGS INC	408.96	387037	2,907.65*
JUVENILE PROBATION DEPT.			
FED EX	29.23	386873	
CASH ADVANCE ACCOUNT	641.40	386881	
STAR GRAPHICS SHARP	91.06	386928	
VERIZON WIRELESS	66.34	386962	
UNITED STATES POSTAL SERVICE	20.37	386967	848.40*
JUVENILE DETENTION HOME			
LABATT FOOD SERVICE	2,014.32	386847	
M&D SUPPLY	1,090.80	386888	
OAK FARM DAIRY	238.90	386952	
FLOWERS FOODS	95.06	386984	
ATTABOY TERMITE & PEST CONTROL	80.00	387008	
BROTHERS PRODUCE	128.96	387022	3,648.04*
CONSTABLE PCT 1			
COTTON CARGO	96.00	386866	
OFFICE DEPOT	735.98	386896	
TEXAS STATE UNIVERTY/SAN MARCOS	500.00	386922	
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	386923	
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	386924	
VERIZON WIRELESS	227.94	386962	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	72.15	386967	1,832.07*
CONSTABLE-PCT 2			
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	386918	374.47*
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	386919	
WEST PUBLISHING CORPORATION	60.50	386946	
VERIZON WIRELESS	113.97	386962	
CONSTABLE-PCT 4			
TEXAS STATE UNIVERTY/SAN MARCOS	300.00	386920	513.97*
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	386921	
VERIZON WIRELESS	113.97	386962	
CONSTABLE-PCT 6			
COCOMO JOE'S	28.15	386863	3,148.11*
GT DISTRIBUTORS, INC.	2,384.95	386875	
ACE IMAGEWEAR	461.14	386912	
STAR GRAPHICS SHARP	30.12	386928	
VERIZON WIRELESS	113.97	386962	
UNITED STATES POSTAL SERVICE	31.77	386967	
DISCOUNT UNIFORM INTERNATIONAL INC	98.01	386993	
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	386962	
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	386962	
AGRICULTURE EXTENSION SVC			113.97*
STAR GRAPHICS SHARP	60.94	386928	60.94*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	14,750.00	386860	22,729.94*
CLAYBAR FUNERAL HOME, INC.	984.00	386861	
MERCY FUNERAL HOME	1,500.00	386891	
MUNRO'S	54.48	386894	
PHYSICIAN SALES & SERVICE, INC.	1,954.43	386901	
STAR GRAPHICS SHARP	60.94	386928	
AUSTIN CECIL WALKES MD PA	312.50	386941	
AUSTIN CECIL WALKES MD PA	2,932.58	386942	
UNITED STATES POSTAL SERVICE	55.66	386967	
RACHEL DRAGULSKI	18.26	386979	
SAM'S CLUB DIRECT	107.09	387028	
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,428.07	386852	
STAR GRAPHICS SHARP	73.37	386928	
AUSTIN CECIL WALKES MD PA	312.50	386941	
AUSTIN CECIL WALKES MD PA	2,932.58	386942	
NURSE PRACTITIONER			
STAR GRAPHICS SHARP	30.12	386928	30.12*
CHILD WELFARE UNIT			
DISA, INC.	306.00	386869	5,263.93*
TARGET STORES DIVISION	2,242.47	386958	
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,070.95	386973	
J.C. PENNEY'S	1,154.42	386975	
SEARS COMMERICAL CREDIT	490.09	386976	
ENVIRONMENTAL CONTROL			
AT&T	29.35	386925	29.35*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
CARDINAL HEALTH 110 INC	3,586.25	387036	3,586.25*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	386961	150.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	210.00	386833	
GUARDIAN FORCE	36.00	386838	
D&N SERVICES	180.00	386848	
CITY OF BEAUMONT - WATER DEPT.	8,811.47	386858	
COBURN'S, BEAUMONT BOWIE (1)	174.57	386862	
W.W. GRAINGER, INC.	506.60	386877	
ENTERGY	43,911.09	386878	
KINDRA, DBA J&R SERVICES	266.00	386883	
M&D SUPPLY	442.14	386888	
MOORE SUPPLY, INC.	977.47	386893	
RALPH'S INDUSTRIAL ELECTRONICS	193.38	386909	
SANITARY SUPPLY, INC.	2,579.22	386910	
ACE IMAGEWEAR	179.42	386912	
STAR GRAPHICS SHARP	30.12	386928	
WARREN EQUIPMENT CO.	437.65	386943	
UNITED STATES POSTAL SERVICE	5.49	386967	
OTIS ELEVATOR COMPANY	2,756.00	386983	
ADVANCE COMMUNICATIONS SYSTEM	10,212.09	386989	
FIRETROL PROTECTION SYSTEMS, INC.	152.00	387003	
SHERWIN-WILLIAMS	222.70	387007	72,283.41*
MAINTENANCE-PORT ARTHUR			
FRED MILLER STORES	74.80	386892	
AT&T	1,219.50	386925	
STAR GRAPHICS SHARP	61.90	386928	
TIME WARNER COMMUNICATIONS	63.76	386934	
TEXAS GAS SERVICE	270.72	386981	
ADVANCE COMMUNICATIONS SYSTEM	1,496.56	386989	
DALE'S POOLS	157.42	387034	3,344.66*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	42.25	386859	
ENTERGY	436.38	386878	
RITTER LUMBER CO.	67.35	386907	
ACE IMAGEWEAR	81.55	386912	
STAR GRAPHICS SHARP	31.78	386928	
CENTERPOINT ENERGY RESOURCES CORP	23.91	386988	
ADVANCE COMMUNICATIONS SYSTEM	561.06	386989	
AI FILTER SERVICE COMPANY	93.50	387023	1,337.78*
SERVICE CENTER			
CLASSIC CHEVROLET	510.00	386834	
ACTION AUTO GLASS	380.14	386839	
CARQUEST AUTO PARTS # 96	43.11	386855	
KINSEL FORD, INC.	1,091.65	386884	
M&D SUPPLY	62.96	386888	
PHILPOTT MOTORS, INC.	240.78	386900	
STAR GRAPHICS SHARP	30.12	386928	
VERIZON WIRELESS	41.93	386962	
DEJEAN AUTOMOTIVE	632.82	386997	
UNIFIRST HOLDINGS INC	17.46	387010	
SPANKY'S WRECKER SERVICE INC	95.00	387025	3,145.97*
VETERANS SERVICE			
STAR GRAPHICS SHARP	74.49	386928	
UNITED STATES POSTAL SERVICE	10.40	386967	
HILARY GUEST	152.12	386980	
			237.01*
			255,561.81**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
SUPERIOR TIRE & SERVICE	41.59	386841	
CITY OF NEDERLAND	71.10	386859	
DYNAMIC POWER SYSTEM, INC.	80.00	386870	
MUNRO'S	98.95	386894	
SANITARY SUPPLY, INC.	217.26	386910	
STAR GRAPHICS SHARP	30.12	386928	
WESTPORT AG	420.00	386957	959.02**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	386928	31.78**
LAW LIBRARY FUND			
YVONNE COOPER	150.00	386865	
WEST PUBLISHING CORPORATION	3,798.09	386946	
LEXISNEXIS MATTHEW BENDER	2,095.80	386978	6,043.89**
EMPG GRANT			
SOUTHEAST TEXAS WATER	92.92	386916	
VERIZON WIRELESS	183.30	386961	276.22**
JUVENILE TJPC-A-2012-123			
AZLEWAY, INC.	2,073.75	386850	2,073.75**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	31.93	386962	31.93**
IV-E FOSTER CARE			
VERIZON WIRELESS	31.93	386962	31.93**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	264.83	386896	
TIME WARNER COMMUNICATIONS	74.87	386931	
VERIZON WIRELESS	120.25	386962	
UNITED STATES POSTAL SERVICE	97.98	386967	557.93**
JEFF. CO. WOMEN'S CENTER			
DELL MARKETING L.P.	3,321.00	386868	
STAR GRAPHICS SHARP	31.78	386928	
BURT WALKER PARTNERS, LTD	4,500.00	386940	
VERIZON WIRELESS	31.93	386962	7,884.71**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	47.38	386928	47.38**
DRUG DIVERSION PROGRAM			
STAR GRAPHICS SHARP	47.38	386928	47.38**
LAW OFFICER TRAINING GRT			
CASH ADVANCE ACCOUNT	1,846.05	386881	1,846.05**
COUNTY CLERK - RECORD MGT			
AT&T	110.60	386925	110.60**
DRUG INTERVENTION COURT			
LAND MANOR, INC.	518.00	386956	518.00**
COUNTY RECORDS MANAGEMENT			
OFFICE DEPOT	.00	386896	
CDW COMPUTER CENTERS, INC.	5,590.17	386955	5,590.17**
VAWA FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
KIMBERLY PHELAN, P.C.	500.00	386991	500.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	113.97	386962	113.97**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	15.26	386888	
MUNRO'S	36.75	386894	
TRI-CITY COFFEE SERVICE	41.10	386937	
ZEE MEDICAL SERVICE	67.72	386949	
VERIZON WIRELESS	37.99	386962	
UNITED STATES POSTAL SERVICE	.46	386967	
SAM'S CLUB DIRECT	.00	387028	199.28**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	86.50	386928	86.50**
FBI FIRING RANGE REPAIR			
LOWE'S HOME CENTERS, INC.	405.23	386977	405.23**
CAPITAL PROJECTS FUND			
SOUTHWEST BUILDING SYSTEMS	6,674.00	386917	
TEXAS GENERAL LAND OFFICE	3,353.70	386935	
LUHR BROS., INC.	2,015,636.40	386971	
CONSTRUCTION ZONE OF SOUTHEAST	7,500.00	386995	2,033,164.10**
AIRPORT FUND			
A&B OUTDOOR EQUIPMENT	19.96	386835	
FJORD AVIATION FUELING	188.91	386842	
CINTAS, INC.	32.51	386857	
CITY OF NEDERLAND	583.36	386859	
FAILS GARAGE	14.50	386872	
FED EX	69.00	386873	
ROGERS AUTO PARTS, INC.	114.42	386908	
RALPH'S INDUSTRIAL ELECTRONICS	25.57	386909	
STAR GRAPHICS SHARP	72.83	386928	
TRI-CON, INC.	1,441.75	386936	
NEDERLAND HARDWARE SUPPLY	35.21	386945	
WHITE TUCKER COMPANY INC	60.00	386947	
VERIZON WIRELESS	75.98	386962	
PAX SUPPLY	45.48	386996	
ASCENT AVIATION GROUP INC	79,969.73	387002	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	75.00	387005	
JAN PAK, INC	478.00	387006	
UNIFIRST HOLDINGS INC	86.25	387010	
CRAWFORD ELECTRIC SUPPLY COMPANY	197.04	387030	
ADVANCE AUTO PARTS	121.13	387033	
RINKER MATERIALS	2,624.00	387038	86,330.63**
SE TX EMP. BENEFIT POOL			
MEDCO HEALTH SOLUTIONS INC	120,782.74	386998	120,782.74**
ORCA - IKE			
MAGUIRE IRON INC	29,073.33	387032	29,073.33**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	196.47	386880	
NEDERLAND HARDWARE SUPPLY	26.23	386945	222.70**
2009 PORT SECURITY			
CITY OF BEAUMONT	37,689.65	386844	37,689.65**
2011 PORT SECURITY			
CITY OF BEAUMONT	1,497,035.40	386843	1,497,035.40**
			4,101,290.17***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JAN GIROUARD & ASSOCIATES	201.00	387112	
TRI-CITY COFFEE SERVICE	37.65	387177	238.65**
ROAD & BRIDGE PCT.#1			
BRANCE KRACHY CO., INC.	160.67	387094	
CARQUEST AUTO PARTS # 96	474.32	387096	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	387181	
ROLLINS TRUCK & TRAILER REPAIR	124.00	387188	
SPANKY'S WRECKER SERVICE INC	95.00	387313	916.53**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	246.04	387097	
ENTERGY	597.63	387115	
SETZER HARDWARE, INC.	35.37	387160	
TRI-CON, INC.	7,688.40	387176	
NEDERLAND HARDWARE SUPPLY	21.18	387184	
SCHEAFFER MFG CO	1,001.55	387339	9,590.17**
ROAD & BRIDGE PCT. # 3			
W. JEFFERSON COUNTY M.W.D.	29.04	387183	29.04**
ROAD & BRIDGE PCT.#4			
HR DIRECT	59.07	387077	
FAST SIGNS, INC.	30.50	387110	
ENTERGY	10.99	387115	
HIGHTECH SIGNS	80.00	387121	
KAY ELECTRONICS, INC.	147.40	387129	
M&D SUPPLY	254.29	387134	
MUNRO'S	55.33	387142	
NAPA AUTO PARTS	486.35	387143	
OIL CITY TRACTORS, INC.	218.08	387146	
SCHMIDT SAW & KNIFE WKS, INC.	57.98	387157	
SMART'S TRUCK & TRAILER, INC.	31.10	387163	
TRI-CON, INC.	5,712.90	387176	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	387181	
W. JEFFERSON COUNTY M.W.D.	100.44	387183	
CDW COMPUTER CENTERS, INC.	67.89	387194	
UNITED STATES POSTAL SERVICE	4.56	387203	
GOLDEN TRIANGLE GLASS CO	159.00	387277	
JOHN DEERE COMPANY	44,594.62	387307	
ON TIME TIRE	327.19	387312	
CANON FINANCIAL SERVICES INC	239.00	387331	52,699.23**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	2,937.50	387073	
CITY OF PORT ARTHUR - WATER DEPT.	57.70	387099	
ENTERGY	51.18	387115	
AT&T	28.82	387166	
W. JEFFERSON COUNTY M.W.D.	50.26	387183	
LOWE'S HOME CENTERS, INC.	103.30	387213	3,228.76**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	235.27	387145	
ACE IMAGEWEAR	20.38	387161	
AT&T	99.84	387166	
STAR GRAPHICS COPIERS, INC.	3,900.00	387167	
UNITED STATES POSTAL SERVICE	1,357.61	387203	
US POSTAL SERVICE	33,424.05	387208	39,037.15*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	20.00	387093	
UNITED STATES POSTAL SERVICE	4.67	387203	24.67*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
SUNGARD PUBLIC SECTOR USERS' GROUP	195.00	387119	
OFFICE DEPOT	122.70	387145	
SOUTHEAST TEXAS WATER	29.95	387165	
UNITED STATES POSTAL SERVICE	11.86	387203	
FILINGSTORE.COM	135.51	387246	495.02*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	49.95	387132	
UNITED STATES POSTAL SERVICE	266.13	387203	
CANON FINANCIAL SERVICES INC	567.00	387331	883.08*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	387112	
UNITED STATES POSTAL SERVICE	5.50	387203	
CHRISTOPHER CADENA	500.00	387229	
DUNHAM HALLMARK PLLC	500.00	387295	
COURTNEY DAVIS	500.00	387301	
WILLIAM FORD DISHMAN	200.00	387347	2,105.50*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	49.28	387203	49.28*
COUNTY TREASURER			
OFFICE DEPOT	97.94	387145	
UNITED STATES POSTAL SERVICE	209.91	387203	
CANON FINANCIAL SERVICES INC	189.00	387331	496.85*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,115.25	387147	
CIT TECHNOLOGY FINANCING SERVICE	499.00	387259	1,614.25*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	2,495.41	387108	
THE EXAMINER	345.00	387109	
PORT ARTHUR NEWS, INC.	1,125.78	387152	
UNITED STATES POSTAL SERVICE	13.29	387203	3,979.48*
GENERAL SERVICES			
USA MOBILITY WIRELESS, INC	3.00	387070	
OLMSTED-KIRK PAPER	2,568.00	387147	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	387174	
VERIZON WIRELESS	303.92	387198	
VELOCITY EXPRESS	201.85	387201	
REGION I WATER PLANNING GROUP	3,463.00	387215	
ROCHESTER ARMORED CAR CO INC	3,858.78	387286	13,098.55*
DATA PROCESSING			
USA MOBILITY WIRELESS, INC	12.05	387070	12.05*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	19.15	387203	19.15*
ELECTIONS DEPARTMENT			
RYDER TRANSPORTATION SERVICES	293.48	387081	
OFFICE DEPOT	130.34	387145	
SOILEAU PRINTING, INC.	1,491.00	387164	
VERIZON WIRELESS	6,797.29	387199	8,712.11*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	19,050.00	387125	
UNITED STATES POSTAL SERVICE	225.35	387203	
IN FOCUS	1,220.00	387343	20,495.35*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
KIRKSEY'S SPRINT PRINTING	58.00	387132	
UNITED STATES POSTAL SERVICE	183.96	387203	241.96*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,167.00	387091	
SECOND AD JUD REGION	842.77	387159	
UNITED STATES POSTAL SERVICE	.38	387203	
RAQUEL WEST	8,334.00	387217	13,344.15*
58TH DISTRICT COURT			
SECOND AD JUD REGION	842.77	387159	
UNITED STATES POSTAL SERVICE	.77	387203	843.54*
60TH DISTRICT COURT			
SECOND AD JUD REGION	842.77	387159	
UNITED STATES POSTAL SERVICE	8.80	387203	851.57*
136TH DISTRICT COURT			
SECOND AD JUD REGION	842.77	387159	
UNITED STATES POSTAL SERVICE	.77	387203	843.54*
172ND DISTRICT COURT			
SECOND AD JUD REGION	842.77	387159	
UNITED STATES POSTAL SERVICE	6.11	387203	
LEXIS-NEXIS	51.00	387204	899.88*
252ND DISTRICT COURT			
DAVID W BARLOW	4,167.00	387091	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	4,000.00	387092	
SECOND AD JUD REGION	842.77	387159	
MIKE VAN ZANDT	8,334.00	387179	
BRACK JONES JR.	8,333.33	387189	
UNITED STATES POSTAL SERVICE	228.20	387203	
SHEIGH SUMMERLIN	8,333.33	387235	
CANON FINANCIAL SERVICES INC	249.00	387331	34,487.63*
279TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	387088	
LAIROD DOWDEN, JR.	400.00	387104	
SECOND AD JUD REGION	842.77	387159	
UNITED STATES POSTAL SERVICE	1.15	387203	
KIMBERLY PHELAN, P.C.	150.00	387233	
RYAN L MATUSKA	75.00	387249	
TONYA CONNELL TOUPS	75.00	387254	
JONATHAN L. STOVALL	150.00	387288	
STEFANIE L. ADAMS, ATTORNEY AT LAW	75.00	387289	
TRACY GILBERT	115.41	387324	2,209.33*
317TH DISTRICT COURT			
ALISA RAUMAKER, CSR	634.50	387086	
TRACEY D. BURK	625.80	387095	
SECOND AD JUD REGION	842.77	387159	
UNITED STATES POSTAL SERVICE	7.74	387203	
JUDY PAASCH	2,233.33	387226	4,344.14*
JUSTICE COURT-PCT 1 PL 1			
CURTIS 1000, INC.	381.62	387103	
UNITED STATES POSTAL SERVICE	15.53	387203	397.15*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	87.83	387203	87.83*
JUSTICE OF PEACE PCT. 8			

NAME	AMOUNT	CHECK NO.	TOTAL
WEST PUBLISHING CORPORATION	393.50	387185	393.50*
COUNTY COURT AT LAW NO.1			
SECOND AD JUD REGION	842.77	387159	
SIERRA SPRING WATER CO. - BT	50.65	387205	893.42*
COUNTY COURT AT LAW NO. 2			
SECOND AD JUD REGION	842.77	387159	
JOHN D WEST	250.00	387197	
UNITED STATES POSTAL SERVICE	14.59	387203	
NEXTEL COMMUNICATIONS	250.00	387256	
LAURIE PEROZZO	250.00	387274	
CANON FINANCIAL SERVICES INC	94.50	387331	1,701.86*
COUNTY COURT AT LAW NO. 3			
TERRENCE HOLMES	250.00	387122	
SECOND AD JUD REGION	842.77	387159	
CHARLES ROJAS	250.00	387195	
UNITED STATES POSTAL SERVICE	27.42	387203	
LANGSTON ADAMS	250.00	387218	
SEAN VILLERY-SAMUEL	250.00	387275	
CANON FINANCIAL SERVICES INC	94.50	387331	1,964.69*
COURT MASTER			
SECOND AD JUD REGION	842.77	387159	
UNITED STATES POSTAL SERVICE	2.47	387203	845.24*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.04	387203	3.04*
COMMUNITY SUPERVISION			
STAR GRAPHICS COPIERS, INC.	998.00	387167	998.00*
SHERIFF'S DEPARTMENT			
GUARDIAN FORCE	108.00	387075	
GT DISTRIBUTORS, INC.	2,807.28	387111	
ENTERGY	1,037.28	387115	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	968.00	387124	
CASH ADVANCE ACCOUNT	487.65	387127	
AT&T	30.61	387166	
WASTE MGT. GOLDEN TRIANGLE, INC.	65.55	387182	
KEESHA GUILLORY	300.00	387193	
CDW COMPUTER CENTERS, INC.	211.82	387194	
UNITED STATES POSTAL SERVICE	1,198.77	387203	
CODE BLUE	695.00	387224	7,909.96*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	77.30	387071	
GUARDIAN FORCE	153.00	387075	
AGILENT TECHNOLOGIES	25,273.80	387083	
W.W. GRAINGER, INC.	365.21	387114	
HENRY SCHEIN, INC.	324.12	387156	
SOUTHEAST TEXAS WATER	1,779.37	387165	
ULINE SHIPPING SUPPLY SPECIALI	303.43	387178	
CDW COMPUTER CENTERS, INC.	191.46	387194	
SIRCHIE FINGER PRINT LABORATORIES	500.59	387291	
RDB SERVICES	500.00	387308	
JULIE HANNON	600.00	387335	30,068.28*
JAIL - NO. 2			
JONES-ZYLON CO.	835.50	387080	
AMERICAN CORRECTIONAL ASSOCIATION	70.00	387082	
FAST SIGNS, INC.	405.47	387110	
ENTERGY	41,702.19	387115	

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	939.72	387120	
JACK BROOKS REGIONAL AIRPORT	921.40	387126	
CASH ADVANCE ACCOUNT	2,568.79	387127	
M&D SUPPLY	5.84	387134	
MCNEILL INSURANCE AGENCY	213.00	387139	
MOORE SUPPLY, INC.	256.25	387141	
OFFICE DEPOT	467.75	387145	
SANITARY SUPPLY, INC.	5,818.07	387155	
SCOOTER'S LAWNMOWERS	187.88	387158	
SHERWIN-WILLIAMS	29.76	387162	
CDW COMPUTER CENTERS, INC.	354.11	387194	
UNITED COMMUNICATIONS, INC.	8,134.92	387196	
LOWE'S HOME CENTERS, INC.	244.37	387213	
INTERSTATE ALL BATTERY CENTER - BMT	624.75	387270	
CENTRAL RESTAURANT PRODUCTS	1,810.29	387271	
FIVE STAR CORRECTIONAL SERVICE	18,975.88	387279	
3 L PRINTING	25.00	387283	
TITAN TESTING	361.60	387292	
LIQUID CAPITAL EXCHANGE INC	1,057.31	387296	
CONSTELLATION NEWENERGY - GAS DIVIS	2,685.78	387326	
CONMED INC	114,143.81	387327	
FROGWASH PRESSURE WASHING	800.00	387336	
SHARE CORPORATION	604.26	387346	
			204,243.70*
JUVENILE PROBATION DEPT.			
USA MOBILITY WIRELESS, INC	48.20	387070	
WILLIE DAVIS	106.22	387078	
ELAINE MADOLE	193.80	387135	
LARONDA TURNER	74.58	387148	
CHERYL ROEBUCK	169.50	387187	
UNITED STATES POSTAL SERVICE	26.76	387203	
LYNN BIERHALTER	25.99	387236	
SHARON STREETMAN	56.50	387237	
RASHUNDA FLETCHER	73.45	387263	
JOHN ANDERSON	151.42	387280	
CLINTON DEROUEN	31.08	387310	
			957.50*
JUVENILE DETENTION HOME			
EPS	565.76	387106	
ENTERGY	7,874.23	387115	
AT&T	661.82	387166	
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	387181	
OAK FARM DAIRY	266.09	387190	
FLOWERS FOODS	109.69	387222	
CVS PHARMACY	12.39	387227	
			9,920.19*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	49.75	387203	
			49.75*
CONSTABLE-PCT 2			
CLASSIC TINT	99.00	387089	
OFFICE DEPOT	496.95	387145	
PHILPOTT MOTORS, INC.	20,859.79	387150	
			21,455.74*
CONSTABLE-PCT 4			
PHILPOTT MOTORS, INC.	103.45	387150	
CODE BLUE	216.00	387224	
			319.45*
CONSTABLE-PCT 6			
HERNANDEZ OFFICE SUPPLY, INC.	93.28	387120	
OFFICE DEPOT	297.85	387145	
UNITED STATES POSTAL SERVICE	10.62	387203	
			401.75*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	9,500.00	387090	
A1 FILTER SERVICE COMPANY	23.60	387305	

NAME	AMOUNT	CHECK NO.	TOTAL
FMMS HOLDINGS OF TEXAS LLC	51,150.00	387311	60,673.60*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	53.95	387145	342.86*
TEXAS AGRILIFE EXTENSION SERVICES	60.00	387173	
UNITED STATES POSTAL SERVICE	39.52	387203	
TEXAS 4-H & YOUTH DEVELOPMENT	60.00	387231	
BARBARA EVANS	119.78	387266	
M J EBELING	9.61	387321	
HEALTH AND WELFARE NO. 1			
USA MOBILITY WIRELESS, INC	22.82	387070	4,813.27*
CITY OF BEAUMONT	37.89	387087	
ENTERGY	140.00	387118	
PHYSICIAN SALES & SERVICE, INC.	3,879.19	387151	
TEXAS MEDICAL ASSOCIATION, INC.	344.00	387175	
UNITED STATES POSTAL SERVICE	86.54	387203	
CONNIE M ROBERTS	18.08	387241	
AMERICAN MEDICAL ASSOCIATION	140.00	387257	
TINA CHAMPAGNE	66.67	387262	
BONNIE SWAIN	18.08	387284	
HEB FOOD DRUG	60.00	387323	
HEALTH AND WELFARE NO. 2			
USA MOBILITY WIRELESS, INC	7.69	387070	
COTTON CARGO	104.00	387102	
PETTY CASH - S C WELFARE	16.10	387149	
TEXAS MEDICAL ASSOCIATION, INC.	344.00	387175	
AMERICAN MEDICAL ASSOCIATION	140.00	387257	
ROSA GUIDRY	18.08	387285	
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	493.20	387210	
J.C. PENNEY'S	1,665.72	387211	
SEARS COMMERCIAL CREDIT	600.00	387212	
KEYANA HAILEY PAYEE	20.00	387219	
TYMIR WILSON PAYEE	40.00	387238	
CHUMARI WILSON PAYEE	20.00	387240	
TAYLOR SAVOY PAYEE	40.00	387243	
TYLER SAVOY PAYEE	20.00	387244	
DEVIN KASPAR	20.00	387251	
J'LYNN HENDRIX	20.00	387268	
SIDNEY SCYPION	40.00	387276	
JAYLISHA ARDOIN	20.00	387281	
DIAMOND DELFIERRO PAYEE	20.00	387290	
RAYNESHA A BESSARD	20.00	387293	
KANDICE A BESSARD	20.00	387294	
KRISTIN SIMONS PAYEE	20.00	387297	
ANTHONY DISOMBA PAYEE	20.00	387300	
AARON VINSON	20.00	387302	
CONNOR BELDEN	20.00	387303	
WILLIAM GILBERT	40.00	387304	
ALYJAH HALEY	20.00	387306	
RHONDA PRUDHOMME	40.00	387309	
BETTY PRICE	20.00	387314	
LAFRONIA BATISTE	40.00	387315	
MENOSHA MILES PAYEE	20.00	387317	
ROBIN FRANK PAYEE	40.00	387318	
ARIANNA HALEY	20.00	387328	
JASMINE SAVOY	20.00	387329	
QUINN DIXON PAYEE	20.00	387330	
DUNN HILL JULLIAN	20.00	387333	
KAYANA SIMON PAYEE	40.00	387337	
MAKAYLEE ANDERSON	20.00	387340	
ERNESTO MIRANDA PAYEE	20.00	387344	
DAISY MIRELES PAYEE	20.00	387345	
ALLISON ZACHARY PAYEE	15.00	387349	
LUCHIANO RICHARD	20.00	387350	
T-KEYAH RICHARD	20.00	387351	

NAME	AMOUNT	CHECK NO.	TOTAL
XAVIER CELESTINE PAYEE	15.00	387352	
DESIREE WILLIAMS PAYEE	20.00	387353	
ENVIRONMENTAL CONTROL			3,628.92*
OFFICE DEPOT	148.28	387145	
CANON FINANCIAL SERVICES INC	214.00	387331	
INDIGENT MEDICAL SERVICES			362.28*
CARDINAL HEALTH 110 INC	16,523.05	387338	
MAINTENANCE-BEAUMONT			16,523.05*
AAA LOCK & SAFE	107.50	387069	
COBURN'S, BEAUMONT BOWIE (1)	36.61	387100	
ECOLAB	209.95	387107	
W.W. GRAINGER, INC.	73.48	387114	
M&D SUPPLY	48.77	387134	
MCCOWN PAINT & SUPPLY OF TEXAS	1,602.06	387137	
SANITARY SUPPLY, INC.	533.21	387155	
ACE IMAGEWEAR	141.32	387161	
AT&T	935.40	387166	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,889.05	387181	
WHOLESALE ELECTRIC SUPPLY CO.	56.91	387186	
SEYMOUR UPHOLSTERY	675.00	387191	
WOODWORKERS PARADISE	115.00	387192	
ACADIAN HARDWOODS, BEAUMONT	236.80	387216	
CENTERPOINT ENERGY RESOURCES CORP	140.25	387228	
FIRETROL PROTECTION SYSTEMS, INC.	480.34	387267	
A1 FILTER SERVICE COMPANY	732.70	387305	
MAINTENANCE-PORT ARTHUR			8,014.35*
ALL-PHASE ELECTRIC SUPPLY	378.95	387101	
FAST SIGNS, INC.	18.50	387110	
SOLAR	28.00	387207	
LOWE'S HOME CENTERS, INC.	46.53	387213	
PARKER LUMBER	18.98	387282	
TECHNOLOGYLK	439.16	387299	
DALE'S POOLS	255.92	387332	
MAINTENANCE-MID COUNTY			1,186.04*
ENTERGY	2,276.60	387115	
RITTER LUMBER CO.	78.96	387153	
SHERWIN-WILLIAMS	227.06	387162	
AT&T	663.16	387166	
W. JEFFERSON COUNTY M.W.D.	99.64	387183	
SERVICE CENTER			3,345.42*
CACTUS USED CARS	700.00	387072	
ACTION AUTO GLASS	204.35	387076	
CARQUEST AUTO PARTS # 96	2.66	387096	
HIGHTECH SIGNS	100.00	387121	
KINDRA, DBA J&R SERVICES	160.00	387130	
KINSEL FORD, INC.	741.92	387131	
M&D SUPPLY	10.97	387134	
PHILPOTT MOTORS, INC.	351.57	387150	
TRI-CON, INC.	5,147.01	387176	
PETROLEUM TRADERS CORPORATION	44,407.90	387200	
BUMPER TO BUMPER	209.05	387225	
K.A.P.E. ENTERPRISES	79.88	387232	
AIRPORT GULF TOWING LLC	95.00	387234	
UNIFIRST HOLDINGS INC	17.20	387272	
MIGHTY OF SOUTHEAST TEXAS	145.27	387298	
VETERANS SERVICE			52,367.46*
MANNINGS SCHOOL SUPPLY	39.90	387136	
UNITED STATES POSTAL SERVICE	2.52	387203	
MOSQUITO CONTROL FUND			42.42*
			583,628.82**

NAME	AMOUNT	CHECK NO.	TOTAL
ADAPCO, INC.	140,039.52	387074	
SUPERIOR TIRE & SERVICE	54.75	387084	
DYNAMIC POWER SYSTEM, INC.	14.97	387105	
ENTERGY	540.32	387115	
JACK BROOKS REGIONAL AIRPORT	1,511.09	387126	
M&D SUPPLY	30.12	387134	
MUNRO'S	98.95	387142	
OFFICE DEPOT	312.04	387145	
AT&T	29.33	387166	
TIME WARNER COMMUNICATIONS	73.55	387172	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	387181	
TEXAS COMMISSION ON ENVIRONMENTAL	500.00	387220	
PARKER LUMBER	66.67	387282	
CHANNEL SAFETY & MARINE SUPPLY INC	10.99	387322	
BATTERIESPLUS	128.40	387342	
			143,489.82**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	816.85	387210	
STORMY G CRIBB	2,225.00	387265	
			3,041.85**
LAW LIBRARY FUND			
JONES MCCLURE PUBLISHING, INC.	91.00	387128	
			91.00**
EMPG GRANT			
CANON FINANCIAL SERVICES INC	159.00	387331	
			159.00**
JUVENILE TJPC-A-2012-123			
USA MOBILITY WIRELESS, INC	19.74	387070	
KESHA NIXON	180.24	387239	
LATONYA DOUCET	207.92	387260	
BRIA LYNCH	8.48	387264	
			416.38**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	524.72	387145	
PAMELA G. STEWART	16.36	387168	
TIME WARNER COMMUNICATIONS	77.12	387171	
UNITED STATES POSTAL SERVICE	81.12	387203	
THE CHANGE COMPANIES	87.50	387214	
ABSHIRE INTERPRETING SERVICES	110.00	387255	
JCCSC	275.00	387287	
GREGORY CLARK JR	114.70	387319	
LIFELINE TRAINING - CALIBRE PRESS	179.00	387348	
			1,465.52**
JEFF. CO. WOMEN'S CENTER			
USA MOBILITY WIRELESS, INC	16.38	387070	
ALLIED ELECTRIC, INC.	401.70	387079	
CITY OF BEAUMONT - WATER DEPT.	797.13	387098	
LUBE SHOP	41.24	387133	
M&D SUPPLY	58.58	387134	
KIM MCKINNEY, LPC, LMFT	210.00	387138	
OFFICE DEPOT	91.80	387145	
SANITARY SUPPLY, INC.	131.32	387155	
SYSCO FOOD SERVICES, INC.	703.01	387169	
TIME WARNER COMMUNICATIONS	35.99	387170	
WALKER SCALE & EQUIP. CO.	203.00	387180	
BEN E KEITH FOODS	856.50	387223	
ROCHESTER ARMORED CAR CO INC	121.64	387286	
SAM'S CLUB DIRECT	175.82	387316	
			3,844.11**
SHERIFF'S TRAINING GRANT			
U.S. MARSHALS SERVICE	1,814.99	387209	
			1,814.99**
COUNTY CLERK - RECORD MGT			
MANATRON	10,389.52	387252	
			10,389.52**
COUNTY CLK RECORDS ARCHIV			

NAME	AMOUNT	CHECK NO.	TOTAL
MANATRON	19,366.00	387252	19,366.00**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	72.50	387245	72.50**
DARE CONTRIBUTIONS FUND			
CREATIVE PRODUCT SOURCING	2,333.94	387247	2,333.94**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	122.58	387098	
AT&T	220.86	387166	
UNITED STATES POSTAL SERVICE	.38	387203	
JUNIOR LEAGUE OF BEAUMONT	837.00	387221	
LORI PARKER	165.55	387248	1,346.37**
CAPITAL PROJECTS FUND			
CONSTRUCTION ZONE OF SOUTHEAST	54,772.30	387242	
TOM-MAC INC	41,395.00	387269	96,167.30**
AIRPORT FUND			
TEEX	2,600.00	387085	
ENTERGY	11,116.75	387116	
ENTERGY	1,715.04	387117	
J.K. CHEVROLET CO.	88.67	387123	
CASH ADVANCE ACCOUNT	176.00	387127	
MID-COUNTY ALTERNATOR	145.00	387140	
RITTER LUMBER CO.	38.97	387153	
ROGERS AUTO PARTS, INC.	22.65	387154	
SANITARY SUPPLY, INC.	312.19	387155	
NEDERLAND HARDWARE SUPPLY	10.98	387184	
KNIFE RIVER	202.81	387250	
BLUE GLOBES	1,437.34	387253	
ASCENT AVIATION GROUP INC	26,486.77	387261	
INTERSTATE ALL BATTERY CENTER - BMT	60.00	387270	
UNIFIRST HOLDINGS INC	86.25	387272	
CRAWFORD ELECTRIC SUPPLY COMPANY	1,611.26	387320	
ADVANCE AUTO PARTS	81.27	387325	
RELADYNE	74.34	387341	46,266.29**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	100,474.70	387273	100,474.70**
LIABILITY CLAIMS ACCOUNT			
ALISA RAUMAKER, CSR	1,600.50	387086	
CECILIA GOWER	2,622.50	387113	4,223.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	14,655.94	387230	14,655.94**
SHERIFF'S FORFEITURE FUND			
MDE INC	2,350.00	387278	2,350.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,537.00	387039	
CLEAT	360.00	387040	
JEFFERSON CTY. TREASURER	18,578.91	387041	
RON STADTMUELLER - CHAPTER 13	1,717.50	387042	
INTERNAL REVENUE SERVICE	150.00	387043	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,040.00	387044	
JEFFERSON CTY. COMMUNITY SUP.	9,525.08	387045	
JEFFERSON CTY. TREASURER - HEALTH	385,716.17	387046	
JEFFERSON CTY. TREASURER - GENERAL	10.00	387047	
JEFFERSON CTY. TREASURER - PAYROLL	1,590,438.57	387048	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - PAYROLL	626,159.67	387049	
MONY/MLOA	275.61	387050	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,356.18	387051	
TGSLC	236.66	387052	
UNITED WAY OF BEAUMONT& N JEFFERSON	47.72	387053	
JEFFERSON CTY. TREASURER - TCDRS	567,461.99	387054	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	387055	
JEFFERSON COUNTY TREASURER	2,332.19	387056	
JEFFERSON COUNTY - TREASURER -	4,597.69	387057	
NECHES FEDERAL CREDIT UNION	67,504.78	387058	
DEPARTMENT OF SOCIAL SERVICES	140.76	387059	
JEFFERSON COUNTY - NATIONWIDE	46,182.98	387060	
TENNESSEE CHILD SUPPORT	115.38	387061	
NCO FINANCIAL SYSTEMS INC	125.95	387062	
FMS DMS PIONEER	34.62	387063	
SBA - U S DEPARTMENT OF TREASURY	168.49	387064	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	387065	
U S DEPARTMENT OF TREASURY	157.99	387066	
WILLIAM E HEITKAMP	639.00	387067	
JOHN TALTON	223.85	387068	
			3,344,195.28**
GUARDIANSHIP FEE			
LAIRO DOWDEN, JR.	200.00	387104	200.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,240.00	387258	2,240.00**
MARINE DIVISION			
SIERRA SPRING WATER CO. - BT	54.84	387206	54.84**
SHERIFF - COMMISSARY			
CDW COMPUTER CENTERS, INC.	80.50	387194	80.50**
2012 PORT SECURITY GRANT			
DALLAS AVIONICS	35,391.26	387334	35,391.26**
			4,484,461.31***

INTERLOCAL AGREEMENT FOR CONTRACTUAL OBLIGATIONS AND VOTING EQUIPMENT AND SUPPLIES RECEIVED

This AGREEMENT is entered into and between Rockwall County, Texas, a political subdivision in the State of Texas and Jefferson County, hereinafter referred to as the Recipient Agency.

PURPOSE: This Interlocal Agreement outlines the requirements for the transfer and use of property obtained by Rockwall County under a grant with the United States of America, represented by The Defense Human Resources Activity (DHRA). The executed grant number for this grant is H98210-13-BAA-0001.

DISCUSSION: Funding has been provided to purchase and implement a comprehensive, automated UOCAVA Voter Services and eBalloting system to be used by the Your Texas – Your Vote Consortium of Counties.

RESPONSIBILITIES: Jefferson County County agrees to the following conditions:

DATA COLLECTION POINTS: The Recipient Agency shall prepare data collection point reports in accordance with FVAP reporting requirements by completing the attached Excel worksheet “Data Points Worksheet” which is due to Rockwall County 40 days after each election for federal office during the grant’s term. Additional data collection may be required, but likely will be the responsibility of the vendor, Democracy Live. The term “election” is defined as (A) a Federal special, primary, or runoff election; (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President. *Take note that some of the data points will have to be manually compiled.*

SPECIAL REPORTING REQUIREMENTS: The Recipient shall immediately notify Rockwall County of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

TERMS AND CONDITIONS: By entering into this Agreement, the Recipient Agency agrees to comply and cooperate with any monitoring procedures deemed appropriate by Rockwall County and the DHRA grants program for a period of five (5) years.

The Recipient further understands that if the necessary funds are not available to fund this agreement as a result of action by Congress, DHRA, or the Office of Management and Budgeting, all obligations on the part of Rockwall County shall terminate.

Contact Information: Any notifications or other communications related to this Agreement shall be sent to the following contacts:

Rockwall County

Recipient Agency

Glenda Denton
Rockwall County Elections Administrator
107 E. Kaufman St.
Rockwall, TX 75087

[Name]
[Title]
[Address]
[City, State, Zip]

AUTHORITY: This Interlocal Agreement is created by the authority of Rockwall County and the Recipient Agency listed below.

ROCKWALL COUNTY

By: _____
Jerry Hogan, County Judge

Date: _____

COUNTY OF Jefferson

By: _____
Jeff Branick, County Judge

Attest _____
Carolyn L. Guidry, County Clerk

Date: _____

COUNTY OF JEFFERSON, TEXAS

Amended Section 3 Plan

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that the County of Jefferson, Texas, ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low- and very low- income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for these persons.

County of Jefferson, Texas Responsibilities

The County will ensure that the contractors and subcontractors performing work on Section 3 funded activities are in compliance with the Section 3 requirements as well as meeting or exceeding the numerical goals as outlined in the HUD Act.

To fulfill this responsibility the County has appointed a Section 3 Coordinator whose responsibilities are compliance and monitoring of all Section 3 activities for CDBG Disaster Recovery Program funded projects.

The initial steps that must be taken by the Coordinator to ensure that the County and its contractors meet or exceed the designated numerical goals will be to complete the following requirements:

- Coordinate and/or conduct outreach opportunities to Section 3 businesses
- Coordinate training for Department staff members semi-annually
- Notify contractors of Section 3 responsibilities
- Certify Section 3 businesses — contractor responsibility
- Certify Section 3 residents — contractor responsibility
- Document Section 3 compliance actions
- Participate in the pre-bid, pre-construction, bid opening and or construction meetings to ensure that Section 3 business concerns are addressed
- Ensure that the Section 3 clause is noted in all contracts with required goals*
- Prepare, create and/or submit required Section 3 Reports to the GLO

Further discussion of the list requirements are detailed throughout the Plan. The minimum numeric goals are:

- Thirty percent (30%) of total number of new hires as Section 3 Residents (i.e. 1 out of 3 new hires);
- Ten percent (10%) of all awarded construction contracts, awards to Section 3 Business Concerns;
- Three percent (3%) of all awarded non-construction contracts, awards to Section Business Concerns.

All contractors of \$100,000.00 or more are subject to Section 3. All potential contractors must be made aware of, and must agree to meet these requirements when preparing bids. Failure to meet or exceed these goals will result in a non-compliant bid. The only exceptions that will be considered are as follows:

- Contractor does not intend to perform any project specific hiring;
- Contractor does not intend to subcontract any project specific work;
- Local subcontractors, those located within the County in which the project is based, decline the work;
- No qualified subcontractors are located within the County

Types of economic opportunities available under Section 3:

- Jobs and employment opportunities
- Training and educational opportunities
- Contracts and business opportunities

Section 3 Residents

Types of recipients receiving economic opportunities under Section 3 that should be given priority in hiring for training and employment are those who are:

- Persons in public assisted housing including persons with disabilities
- Persons in the affected project neighborhood
- Participants in HUD Youth-build programs
- Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located.

A resident seeking Section 3 preference shall submit 'a Section 3 Resident Certification Form to the Section 3 Coordinator or the contractor or subcontractor to verify and approve the certification.

According to HUD, a Self-Certification is an acceptable means for establishing eligibility as a Section 3 Resident. However, recipients may utilize acceptable supporting documentation with the Section 3 Resident Certification Form to include:

- Proof of residency in a public housing development
- Evidence of participation in a HUD Youthbuild program operated in the metropolitan (or non-metropolitan county) where the Section 3 covered assistance is spent
- Copy of Section 8 voucher certificate or voucher
- Evidence of eligibility or participation in a federally-assisted program for low- and very- low- income persons
- Evidence that the individual resides in the Section 3 area and is a low or very-low income person, as defined in Section 3(b)(2) of the U.S. Housing Act of 1937

Section 3 Business Concern

All Section 3 covered contractors shall provide information to the County to determine if a business qualifies for Section 3 designation by performing a Section 3

Business Concern Certification.

A Section 3 Business Concern is one that is:

- Ownership of fifty one percent (51%) or more by Section 3 Residents; or
- Employs at least thirty percent (30%) of employees who qualify as Section 3 Residents (or within 3 years of the date of first employment with the business concern were Section 3 Residents); or
- Commits to subcontract in excess of twenty five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet one of the first two qualifications above.

The County will include the "Contractor Certification of Section 3 Compliance Notice", in all bid packets. Additionally, the County will incorporate the Section 3 Clause into all solicitations and any contracts or subcontracts in excess of \$100,000 (24 CFR Part 135.38)

Preference for Section 3 Business Concerns:

Preference shall be awarded to Section 3 Business Concerns according to the following system:

- Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest bid. The award shall be made to the source with the lowest bid, but Section 3 goals shall be required for all bidders.

Contractor Requirements

In responding to Bids all contractors and subcontractors are required to comply with the County of Jefferson, Texas' Section 3 Plan. The contractor and the County will review the Section 3 Plan procedures and applicable forms that the contractor will use to report progress toward Section 3 goals.

Direct employment of qualified candidates

All general contractors and/or sub-contractors shall ensure that thirty percent (30%) of new hires will be Section 3 residents. During the development of the contract, the contractor will negotiate with the County for the number of Section 3-qualified candidates to be employed. The contract will obligate the contractor to achieve no less than the numerical goal established during the negotiation. Additionally, the contractor and/or sub-contractor will provide employed Section 3 residents with applicable training and/or educational opportunities.

Guidelines for Direct Employment

- Contractors should provide job opportunities for skilled and unskilled workers.
- Contractors should maintain employment for candidates throughout the duration of a project (candidates will be employees of the contractor or subcontractor, not the County.)

- All contracts using IHA resident workers and low- and very low- income persons who live in the County where a HUD assisted project is located under Section 3 are subject to the Davis-Bacon Act Wage Rate and the current HUD Form 52158, Maintenance Wage Rate Determination.
- All Contractors and Subcontractors will be required to post all new hire opportunities with the local Workforce Solutions Center, WorkinTexas.com, and the County's Section 3 Coordinator.

Compliance and Monitoring of Section 3

The Section 3 Coordinator will analyze and evaluate the contractor's compliance with requirements and obligations set forth in the contract. In the event that a review reveals a contractor has not complied with Section 3 requirements, the County will undertake efforts to help the contractor achieve compliance.

In the event the contractor encounters a problem with a Section 3 employee (employee walks off job or quits; termination; job performance; attendance; tardiness; drug or alcohol use), the contractor should fully document the situation and immediately provide the documentation to the County Section 3 Coordinator.

Ongoing failure or refusal to comply with the Section 3 Plan and contract may result in payment being withheld by the County until compliance is achieved or termination of the contract. Debarment or suspension of the contractor or limited denial of participation pursuant to 24 CFR Part 135 may result, when applicable.

Reports

The contractor and or sub-contractor shall submit monthly reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working under the general contractor, in reaching the percentage goals for employment and business opportunities established in these polices.

Failure to Meet Required Goals

The contractor will be given 30 days to achieve compliance otherwise thereafter payment from the County will stop. The contract may be terminated after 60 days.

Training and/or outreach efforts

The County will conduct the following trainings:

- Conduct training for Department staff members semi-annually.
- Conduct training for contractors at pre-bid conferences and pre-construction meeting.

Reporting Requirements

The County will document actions taken to comply with the employment, training, and contracting requirements of Section 3, the results of actions taken, and impediments encountered. Records will include job vacancies, solicitation of bids or proposals, selection materials and contracting documents (including scope of work and contract amount), in accordance with Federal and State procurement laws and regulations.

The County will submit to the GLO:

- Section 3 Monthly Progress Report
- Section 3 Annual Summary Report

Contractors will submit to the County:

- Monthly Employment Utilization Report
- Training and Educational Documentation

Filing Complaints

Complaints regarding the County's Section 3 Program must be submitted in writing to the Section 3 Coordinator. All complaints must include the complainant's name, address, telephone number, and a brief narrative detailing the complaint, including but not limited to, the date of the alleged violation and the date the alleged violation was discovered. Complaints shall be filed within 30 calendar days after the complainant becomes aware of any alleged violation.

The Section 3 Coordinator will investigate every complaint. All parties involved will have the opportunity to submit testimony and/or evidence as may be available and relevant to the complaint. The Section 3 Coordinator will issue a written determination within 30 days after the filing of the complaint.

Filing a complaint does not terminate a contractor's Section 3 requirements. Contractors remain accountable for fulfilling the agreed upon Section 3 requirements.

All complaints should be submitted to:

The applicant Section 3 Coordinator

Office hours are between 8:00 a.m. and 5:00 p.m. except on posted holidays.

Jeff R. Branick, County Judge

Date



PROCLAMATION

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

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of **November, 2013**, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

ALZHEIMER'S AWARENESS DAY

Whereas, in 2013, an estimated 5.2 million Americans of all ages are living with Alzheimer's and about 360,000 people are newly diagnosed every year; and

Whereas, in 2013, an American develops Alzheimer's disease every 68 seconds and in 2050, it is predicted that an American will develop the disease every 33 seconds; and

Whereas, Alzheimer's disease is the most common form of dementia and is currently a progressive and irreversible disease; and

Whereas, of Americans aged 65 and over, 1 in 8 has Alzheimer's, and 1 in 3 people aged 85 and older has the disease and 1 in every 3 seniors dies with Alzheimer's or another dementia; and

Whereas, there are more than 15 million caregivers in the United States providing daily comfort and care for people with Alzheimer's; and

Whereas, there are approximately 140,000 people in Southeast Texas affected by Alzheimer's or a related dementia; and

Whereas, the Alzheimer's Association is the leading resource for people living with the disease and their caregivers, providing care consultation, referrals, and a broad range of comprehensive caregiver resources for information and education; and

Whereas, the vision of the Alzheimer's Association is a world without Alzheimer's and awareness and research are our hope for achieving this vision;

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas do hereby proclaim Wednesday, November 20, 2013, as **ALZHEIMER'S AWARENESS DAY** in Jefferson County, and we encourage all citizens to support the *Family Portrait Luncheon* and the causes of the Alzheimer's Association Houston & Southeast Texas Chapter.

SIGNED this 12th day of November, 2013.

JUDGE JEFF R. BRANICK
 County Judge

COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

November 5, 2013

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of October 31, 2013, including interest earnings.

The weighted average yield to maturity on the County's investments is .711%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on October 31, 2013 was .04% and the interest on your checking accounts for the month of October was .210%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda November 12, 2013, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for October, 2013,
 including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END OCTOBER 31, 2013 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	STATEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon Paid TO DATE	BOOK VALUE (ACCRUED INT.)
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Oct-13	\$7,653.05	\$7,653.05	100	0.160%	31-Oct-13	NONE	31	31	7580310386	WELLS FARGO	\$7,653.05				\$7,653.05
CDs and Securities																
FNMA .52%	24-Dec-12	\$2,000,000.00	\$2,000,000.00	100	0.620%	24-Dec-15	24-Dec-13	784	1085	313690SL8	COASTAL SECURITIES	\$2,000,600.00	\$100.03	\$3,868.89	\$6,200.00	\$2,004,268.89
FNMA .60%	04-Mar-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	04-Mar-16	04-Sep-13	885	1086	313690UQ4	MORGAN STANLEY	\$1,899,800.00	\$99.98	\$1,900.00	\$6,000.00	\$2,001,500.00
FNMA .48%	30-Oct-12	\$1,000,000.00	\$1,000,000.00	100	0.460%	30-Oct-15	30-Apr-13	729	1085	313690QR7	MORGAN STANLEY	\$1,000,600.00	\$100.06	\$12.78	\$4,600.00	\$1,000,612.78
FNMA .50%	28-Jan-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	28-Jan-16	28-Jan-15	819	1086	313694B3	MORGAN STANLEY	\$1,999,800.00	\$99.98	\$2,683.33	\$5,000.00	\$2,002,183.33
FNMA .90%	26-Feb-13	\$2,000,000.00	\$2,000,000.00	100	0.900%	26-Feb-16	26-Feb-14	1030	1086	313661T41	COASTAL SECURITIES	\$2,004,000.00	\$100.20	\$3,280.00	\$0.00	\$2,007,280.00
FNMA .55%	26-Feb-13	\$2,000,000.00	\$2,000,000.00	100	0.550%	26-Feb-16	26-Aug-13	848	1085	313682A03	COASTAL SECURITIES	\$2,000,600.00	\$100.03	\$1,986.11	\$5,500.00	\$2,002,586.11
FNMA .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	20-Jun-16	20-Dec-13	963	1086	313683ED9	COASTAL SECURITIES	\$1,997,600.00	\$99.88	\$3,698.89	\$0.00	\$2,001,298.89
FNMA .82%	08-Jul-13	\$1,000,000.00	\$1,000,000.00	100	0.820%	08-Jul-16	08-Jan-14	931	1086	313661PN3	WELLS SECURITIES	\$1,001,000.00	\$100.10	\$2,573.89	\$0.00	\$1,003,573.89
FNMA .86%	15-Jul-13	\$2,000,000.00	\$2,000,000.00	100	0.860%	15-Jul-16	15-Jan-14	988	1086	31364G4BQ0	WELLS SECURITIES	\$2,002,600.00	\$100.13	\$5,005.56	\$0.00	\$2,007,605.56
FNMA 1.0%	22-Jul-13	\$2,000,000.00	\$2,000,000.00	100	1.000%	22-Jul-16	22-Jul-14	995	1086	31364G4B73	COASTAL SECURITIES	\$2,008,200.00	\$100.41	\$5,600.00	\$0.00	\$2,013,700.00
FNMA 1.05%	19-Sep-13	\$2,000,000.00	\$2,000,000.00	100	1.050%	19-Sep-16	18-Mar-14	1054	1086	313661UF4	COASTAL SECURITIES	\$2,003,400.00	\$100.17	\$2,460.00	\$0.00	\$2,005,860.00
ICD-Sovereign Bk 75%*	29-Aug-12	\$248,000.00	\$248,000.00	100	0.750%	29-Aug-14	None	302	730	84603M2L9	WELLS SECURITIES	\$248,000.00	\$100.00	\$326.14	\$1,865.09	\$248,326.14
* (Investment CD's)																
		TOTAL PAR	\$7,653.05			WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE	WEIGHTED AVG.		MATURITY	TOTAL MARKET VALUE				TOTAL BOOK VALUE	
		INVESTMENT ACCT	\$7,653.05			0.711%	0.428%	911		DAYS	\$7,653.05				\$20,306,348.84	
		CDs and Securities	\$20,248,000.00					911			\$20,256,800.00					
		TOTALS ALL ACCTS:	\$20,256,653.05					911			\$20,273,453.05					
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS AS OF OCTOBER 31, 2013																
<p>This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2286.023 The Public Funds Investment Act</p> <p>The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.</p> <p style="text-align: right;"><i>Tom Finkbeiner</i> Tom Finkbeiner, Jefferson County Investment Officer</p>																
MARKET VALUE OF PLEDGE SECURITIES																
BALANCE IN ALL ACCOUNTS: \$68,876,133.17																
OVER OR (UNDER) AMOUNT: \$68,319,000.29																
134.01%																
OCTOBER 2013, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	COUPON CALLED				
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Oct-13	\$7,653.05	\$7,653.05		0.160%	31-Oct-13		31	7580310386	WELLS FARGO	\$0.88					
FNMA .46%	30-Oct-12	\$1,000,000.00	\$1,000,000.00	100	0.480%	30-Oct-15	30-Apr-13	1085	313690QR7	MORGAN STANLEY	\$2,300.00	COUPON CALLED				
FNMA .75%	25-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.760%	24-Jun-16	25-Jul-13	1085	313689J77	COASTAL SECURITIES	\$6,000.00					
CHECKING INTEREST																
POOLED CASH ACCT																
OTHER COUNTY ACCTS																
TAX LICENSE ACCT																
TOTAL	1/6/2013	\$3,007,653.05	\$3,007,653.05								\$17,637.25	\$17,637.25				

FISCAL YEAR 2013-2014			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.04%	\$17,637.25	0.210%
NOVEMBER			
DECEMBER			
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 17,637.25	

**J.D. MURPHREE WILDLIFE MANAGEMENT AREA MEMORANDUM OF
AGREEMENT BETWEEN JEFFERSON COUNTY AND TEXAS PARKS AND
WILDLIFE DEPARTMENT**

This Memorandum of Agreement (MOA) is made and entered into by Jefferson County and Texas Parks and Wildlife Department (TPWD) on this _____ day of _____, _____ for the purpose of granting access rights to the J.D. Murphree Wildlife Management Area, to conduct mitigation actions on TPWD-owned property, as described herein, and to authorize implementation of the mitigation project as described in the attached U.S. Army Corps of Engineers permit #SWG-2005-01838 (formerly 23995), Compensatory Mitigation Plan.

Recitals

WHEREAS, TPWD owns a tract of real property located in Jefferson County, Texas, referred to as the J.D. Murphree Wildlife Management Area, hereafter referred to as the "WMA" and generally depicted in the attached U.S. Army Corps of Engineers permit #SWG-2005-01838, Mitigation Plan and Monitoring Conditions, hereafter referred to as "Corps Permit;"

WHEREAS, the Corps Permit requires Jefferson County to implement a mitigation project on the WMA in Jefferson County, Texas;

WHEREAS, this mitigation project is more fully described herein and in the attached Corps Permit;

WHEREAS, TPWD has acknowledged the value and benefit of the mitigation project to the WMA, and has indicated a desire that the mitigation project be implemented on the WMA;

WHEREAS, to implement the mitigation project, Jefferson County must receive authorization from TPWD to access the WMA for the purpose of performing the work required by the Corps Permit;

Agreements

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained and subject to the terms and conditions set forth below, TPWD and Jefferson County do hereby agree and contract as follows:

1. TPWD and Jefferson County hereby acknowledge and agree that the recitals set forth above are true and accurate.
2. TPWD has the authority to grant Jefferson County, its employees, contractors, subcontractors, agents, and representatives access to the WMA for the purpose of preparing for and implementing the mitigation project on the WMA including any necessary maintenance and/or monitoring activities.
3. Subject to the terms contained in Paragraph 4 below, TPWD shall provide access to the WMA to Jefferson County, its employees, contractors, subcontractors, agents, and representatives, as necessary for the sole purpose of preparing for, implementing and

supervising construction of the mitigation project on the WMA described in Exhibits A and B, including necessary maintenance and/or monitoring activities associated with the mitigation project. Said access shall include, but not be limited to, the right of Jefferson County, its employees, contractors, subcontractors, agents, and representatives to bring equipment, supplies, materials or other items necessary to the mitigation project onto or across the WMA and to use such items on the WMA for the sole purpose of preparing for, implementing, maintaining and/or monitoring the mitigation project.

4. Prior to entering onto the WMA and prior to undertaking any activities on the WMA that are necessary to prepare for, implement, maintain and/or monitor the mitigation project, Jefferson County shall coordinate with and obtain permission for access and commencement of such activities from Mr. James Sutherlin, TPWD's Area Manager ("Area Manager") or his successor or designee. Failure to adhere to any of the provisions of this Agreement by Jefferson County or Jefferson County employees, contractors, subcontractors, agents, or representatives shall render this Agreement subject to cancellation. Specifically,
 - i. Jefferson County shall notify the Area Manager at least 48 hours in advance of its intent to enter onto the WMA to prepare for or commence implementation, maintenance and/or monitoring of the mitigation project and shall again notify the Area Manager when it commences each major task or phase of the mitigation project. The notice shall describe the location and the general nature of the activities Jefferson County intends to undertake on the WMA. In no instance shall Jefferson County, its employees, contractors, subcontractors, agents, or representatives enter onto the WMA or begin activities prior to receiving approval from the Area Manager. At all times while on the WMA, Jefferson County, its employees, contractors, subcontractors, agents, and representatives shall comply with the instructions of the Area Manager, including an instruction to stop work. However, the Area Manager shall not unreasonably withhold or delay approval to enter onto the WMA or to perform activities required by the Corps Permit, nor shall the Area Manager unreasonably request a work stoppage. The notice required by this section may be given via telephone (409.736.2551 x22) or facsimile (409.736.0382). Jefferson County shall not be required to provide said 48-hour notice for each day Jefferson County anticipates accessing or conducting activities on the WMA. Rather, Jefferson County may provide a single notification that anticipates conducting specific component tasks on the WMA over a given specified time period (e.g., several days, a week, two weeks, etc.) and said single notification for each major task or phase of the mitigation project shall be deemed sufficient notification for that task for that given period of time.
 - ii. All work shall be conducted during hours and days as designated by the Area Manager; however the Area Manager shall not impose unreasonable hour and day restrictions or requirements. Specifically, it is contemplated by TPWD and Jefferson County that work may be conducted Monday through Sunday during daylight hours.
 - iii. Entrance to and travel within the WMA shall be over established routes or as authorized by the Area Manager. Additional service roads shall not be constructed unless authorized by the Area Manager.

- iv. Existing gates shall be used and shall remain closed and secured, unless otherwise authorized by the Area Manager. Where access to the WMA is through a locked gate, Jefferson County may use its own lock and shall provide gate security at its own expense. Only authorized Jefferson County employees, contractors, subcontractors, agents or representatives shall be allowed access to the WMA. All Jefferson County vehicular and personnel activities on the WMA shall be directly related to the preparation for, implementation, maintenance and/or monitoring of the mitigation project.
5. In order to ensure the success of the mitigation project during the period of implementation and for as long thereafter as deemed necessary by the Area Manager, TPWD shall make reasonable efforts to restrict or eliminate access by third parties (i.e., persons not affiliated with TPWD or Jefferson County, its contractors, subcontractors, agents and representatives) to the areas on the WMA where the mitigation project is being prepared for, implemented, maintained, and/or monitored. Specifically, TPWD shall, if deemed necessary, close public access to these specific areas of the WMA where the mitigation project is being conducted by appropriate notice and signage. Additional efforts may be undertaken by Jefferson County upon mutual agreement between TPWD and Jefferson County.
6. Jefferson County agrees to notify and obtain access from any and all holders of rights-of-way or easements on the WMA as may be necessary for the purpose of preparing for, implementing, maintaining, and/or monitoring and any other activities associated with the mitigation project. TPWD agrees to provide reasonable assistance to Jefferson County, if necessary, in securing such access.
7. Hunting, fishing, trapping and the carrying of firearms on the WMA by Jefferson County employees, contractors, subcontractors, agents or representatives is strictly prohibited at all times. Jefferson County will include this restriction in its site safety plan.
8. This Agreement does not grant any right or approval other than the right of access and use of the WMA as necessary to prepare for, implement, maintain and/or monitor the mitigation project on the WMA. Jefferson County must comply with all federal, state, and local laws and must secure all applicable permits and regulatory approvals as well as all property use approvals before initiating any mitigation project on the WMA.
9. For the duration of the effective period of this Agreement, Jefferson County's contractors and/or subcontractors shall maintain insurance coverage sufficient to protect TPWD against any and all claims that may arise out of or result from their presence on the WMA or from their preparation for, implementation, maintenance and/or monitoring of the mitigation project and shall maintain Workers Compensation Insurance that complies with Texas statutory requirements. Said contractors or subcontractors shall name TPWD as an additional insured party on the described required insurance coverage. Jefferson County shall furnish proof of such insurance to TPWD prior to allowing their contractors or subcontractors to enter onto the WMA for the first time after the effective date of this Agreement and annually thereafter.
10. Nothing in this Agreement is intended or should be construed as releasing Jefferson County of any legal claim for damages to the WMA that TPWD may be able to assert as a result of acts on the part of Jefferson County employees, contractors, subcontractors, agents or representatives and no express or implied waiver of any claim is intended.

- a. Upon permanent cessation, for whatever reason, by Jefferson County of activities governed by this Agreement, Jefferson County shall remove from the WMA all equipment, material, supplies, trash or debris placed, stored, or used on the WMA and shall ensure that the WMA is otherwise left in a condition satisfactory to the Area Manager.

11. Warranties: For the mitigation project implemented on the WMA, Jefferson County shall ensure that its contractor(s) guarantees all work against defects in materials, equipment, or workmanship for a period of one (1) year from completion of the mitigation project on the WMA in accordance with the requirements of the Corps Permit. Specifically, Jefferson County shall require its contractor(s) to repair all defects in materials, equipment or workmanship appearing within one (1) year from completion of the mitigation project on the WMA in accordance with the requirements of the Corps Permit. Upon receipt of written notice from TPWD of the discovery of any defects, Jefferson County shall require its contractor(s) to promptly and at no additional cost to TPWD, remedy the defects and replace any property damaged there-from. In case of emergency where delay would cause serious risk of loss or damage to TPWD or if Jefferson County after notice, fails to require its contractor(s) to proceed promptly and remedy any such defects within thirty (30) days or within another period of time which has been agreed to in writing, in compliance with the terms of this warranty and guarantee, TPWD may have the defects corrected and Jefferson County shall be liable for all expenses incurred.

12. This Agreement shall be governed by and construed under the laws of the State of Texas.
13. This Agreement shall terminate upon Jefferson County's completion of the mitigation project as completion is defined in the Corps Permit and its attachments or sooner if terminated in writing by both Parties.
14. This Agreement, along with all Exhibits previously referenced and incorporated herein, constitutes the entire agreement between TPWD and Jefferson County relating to access to and use of the WMA. This Agreement may not be changed, amended or modified except by instrument in writing signed by all the parties hereto.
15. The effective date of this Agreement shall be the date upon which the last of TPWD and Jefferson County sign this Agreement.
16. Addresses of the parties for the purposes of this agreement are as follows and may be changed by written notice to the other parties. Any communications sent shall be effective upon deposit in the U.S. Mail, postage prepaid, addressed as follows or upon hand or courier delivery to the following addresses.

Texas Parks and Wildlife Dept.
10 Parks and Wildlife Drive
Port Arthur, TX 77642

The Honorable Jeff Branick,
Jefferson County Judge
1149 Pearl Street
Beaumont, Texas 77701

Texas Parks and Wildlife Dept.
WMA Coordinator
4200 Smith School Road
Austin, Texas 78744

List of Exhibits:

Exhibit A – Description of Mitigation Site

Exhibit B – U.S. Army Corps. of Engineers Permit #SWG-2005-01838 , including Mitigation Plan and Monitoring Conditions

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, in accordance with their duly respective laws.

TEXAS PARKS & WILDLIFE DEPARTMENT

Director of Wildlife

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____
_____, of _____ on behalf of said company.

Notary Public in and for the State of TEXAS.

Print Name: _____

My commission expires: _____

JEFFERSON COUNTY

Signature

Date: _____

Name (Print)

Date: _____

Title

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by _____
_____, of _____ on behalf of said company.

Notary Public in and for the State of TEXAS.

Print Name: _____

My commission expires: _____

Exhibit A
Mitigation Site and Mitigation Project Plan

1. The mitigation project site is described as follows: Mitigation Site: Salt Bayou Unit of the J.D. Murphree Wildlife Management Area (“WMA”), Jefferson County, TX

Specific Location: See Exhibit B, U.S. Army Corps of Engineers permit #SWG-2005-01838 (formerly 23995), Compensatory Mitigation Plan.

Mitigation to be Performed: To deposit beneficial dredge spoil into 4.96 acres of estuarine emergent marsh wetland and to plant areas of restored marsh with selected plant species. To protect shoreline from erosion with installation of a bulkhead.

2. A copy of this signed MOA will be submitted to the Corps Galveston District, 404 Compliance Section.
3. Project to be monitored as directed in attached Exhibit B, U.S. Army Corps of Engineers permit #SWG-2005-01838 (formerly 23995), Compensatory Mitigation Plan.
4. JEFFERSON COUNTY HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE MITIGATION SITE AND ACCEPTS THE SAME “AS IS”, IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. TPWD DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. TPWD DOES NOT WARRANT THAT THE MITIGATION SITE IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. JEFFERSON COUNTY ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF TPWD, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF TPWD, WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING ON JEFFERSON COUNTY’S OWN EXAMINATION OF THE PROPERTY. NOTICE IS HEREBY GIVEN TO JEFFERSON COUNTY THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND JEFFERSON COUNTY IS ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY IN WHICH THE MITIGATION SITE IS LOCATED.

EXHIBIT B

DEPARTMENT OF THE ARMY PERMIT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("Agreement"), dated _____, is between Jefferson County, whose mailing address is **1149 Pearl Street, Beaumont, Texas 77701-3321** (hereinafter referred to as "Grantor", whether one or more), and **Sunoco Pipeline L.P.**, a Texas limited partnership, whose mailing address is P. O. Box 5095, Sugar Land, Texas 77487-5095, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive thirty foot (30') wide free and unobstructed permanent easement in order to construct, operate and maintain one (1) pipeline, not to exceed sixteen inches (16") in nominal pipe diameter (the "Pipeline") and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor described in the attached Exhibits "A" and "B" (the "Permanent Easement"), attached hereto.

Grantor also hereby GRANTS, BARGAINS, SELLS and CONVEYS unto Grantee a temporary construction easement and additional temporary workspace, if any, not to exceed seventy feet (70') in width immediately adjacent to the Permanent Easement area (collectively, the "Temporary Easement"), at such locations as substantially shown on the attached Exhibits "A and "B", in order to construct the Pipeline in, over, through, across, under, and along the property, and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect. The Permanent Easement and Temporary Easement (collectively, the "Easements") lie and are located in lands owned by Grantor described as follows:

0.469 acres of land, more or less, out of the John Douthitt Survey, Abstract 114 of Section 2, Block 5, Lot 12 of the Cardinal Meadows Subdivision, Jefferson County, Texas.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof natural gas, and the products thereof, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline.
2. Grantee shall bury the Pipeline to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.
3. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and adjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project.
4. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline and related facilities. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on the Easements. The initial consideration does not cover any damages which may accrue after initial construction of the Pipeline to Grantor's other lands or the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline, or any other damages incurred from time to time as hereinafter more specifically set forth, including damages for loss, injury, or death of Grantor's (or, if leased, to Grantor's tenant's) livestock if such loss, injury or death is due to Grantee's exercise of any right under this Agreement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
5. Grantee shall have the right of unimpaired ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersects any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

6. Grantee will, insofar as reasonably practicable, level, re-grade and reseed the ground disturbed by Grantee's use of the Easements and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from construction of the Pipeline.
7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than forty five (45) degrees to Grantee's Pipeline over and across the Permanent Easement at such place or places as Grantor may select which do not damage, destroy or alter the operation of the Pipeline and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Catholic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.
8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline, to remove possible hazard thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the permanent easement as a result of its exercise of its rights under this paragraph.
9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement for the purposes for which the permanent easement is being sought by Grantee.
10. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slacking of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Upon completion of initial construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee will restore all fences cut during construction as nearly as possible to as good, or better, condition as they were prior to the construction of the Pipeline. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures. Grantee and Grantor shall have the right to install locks on the gates so as to allow access to each party.
11. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipeline disturbs the surface of the Permanent Easement, Grantee will restore the surface of the Permanent Easement, as much as is reasonably practicable, to the condition that existed prior to such use of the Permanent Easement, except to the extent that the surface may be permanently modified by such construction, maintenance, repair, alteration and/or servicing of the Pipeline. Grantee shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable, to the condition that existed immediately preceding Grantee's use of the Temporary Easement, except to the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary Easement as set forth in this Agreement.

12. The undersigned warrant that he/she/they/it is/are the owner(s) of the property herein described and have authority to execute this Agreement on behalf of the parties to this Agreement.
13. Catholic protection test stations, if necessary for the operation of the Pipeline, as determined by Grantee, may be placed by Grantee at the junction of the Permanent Easement and the fence lines on Grantor's property and at any other location required by law.
14. The rights granted to Grantee in this Agreement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. The Permanent Easement shall be perpetual.
15. This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).
16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party, but Grantor shall deliver at least one (1) original signature to Grantee for recording purposes.
17. This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Agreement in executing the Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.
18. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Agreement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee designate the following persons, addresses and telephone numbers for all notices and information. Such persons, addresses, and telephone numbers may be changed by the respective party by delivering written notice of such change to the other party.
19. The location of the permanent Easement, as determined by Grantee, shall be within the approximate area described in Exhibit A and B, unless otherwise agreed in writing by Grantor. Grantor does hereby authorize Grantee to file an as built plat of record describing the final location of the centerline of the permanent Easement and the related workspace. If Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.
20. Grantor and Grantee shall execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other party to give full force and effect to this Agreement and to carry out its intent.
21. If, at any time after five years from the date hereof, Grantee should abandon all of the rights granted herein for said Pipeline and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Agreement shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise his rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two years following any termination of this Agreement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.
22. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES (COLLECTIVELY, "LOSSES") BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTEE.

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSSES ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN BY THROUGH, OR UNDER GRANTEE FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS. IN THE EVENT THAT GRANTEE'S OPERATIONS RESULT IN A VIOLATION OF ANY RULES AND REGULATIONS OF ANY STATE OR FEDERAL REGULATORY AUTHORITY, GRANTEE AGREES TO SATISFY THE REQUIREMENTS OF SUCH AGENCY AND PROVIDE GRANTOR WITH A CERTIFICATE FROM SUCH AGENCY REFLECTING THAT GRANTEE HAS SATISFIED THE REQUIREMENTS OF SUCH AGENCY OR A LETTER EVIDENCING THAT NO FURTHER ACTION IS REQUIRED.

SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY THE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]

EXECUTED this _____ day of _____, 2013.

GRANTOR:

Jefferson County

By: _____
Name: _____
Title: _____

GRANTEE:

Sunoco Pipeline L.P.

By: Sunoco Logistics Partners Operations OP
general partner LLC, its

By: 
Name: Charles T. Badrick
Title: Right of Way (Attorney-in-Fact)

STATE OF _____
§
§
§
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2013

Notary Public in and for the State of _____

Print Name of Notary Public

My Commission Expires: _____

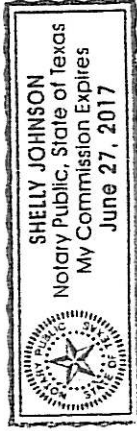
ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Fort Bend

§
§
§

On this 7 day of November 2013, before me, the undersigned officer, personally appeared Charles T. Badrick, Right of Way (Attorney-in-Fact) of Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company, general partner of Sunoco Pipeline L.P. and further acknowledged that she, as such Director, Right of Way, being authorized to do so, executed the foregoing instrument as the act and deed of such company for the purposes therein contained by signing the name of such company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of November 2013.



Shelly Johnson
Notary Public in and for the State of Texas
Shelly Johnson
(Print Name of Notary Public Here)

STATE OF TEXAS

COUNTY OF JEFFERSON

EXHIBIT "A"
TRACT NO. TX-JE-142.000

BASELINE SURVEY DESCRIPTION OF A PROPOSED 30-FOOT WIDE PERMANENT EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY

Being the baseline survey description of a proposed 30-foot wide (Ln 16"-EM01) permanent easement, extending over, through, along and across that certain 0.5586 acre tract of land (called Lot 12, Block 5, Cardinal Meadows Section 2) conveyed to Jefferson County as described in Jefferson County Clerk's No. 2012019383 of the Official Public Records of Jefferson County Texas, situated in the J. Douthit Survey, Abstract No. 32, Jefferson County, Texas; the side boundaries of said 30-foot wide easement are located 10 feet to the right and 20 feet to the left of the following described baseline: said side boundaries are located parallel with and adjacent to said baseline and shall be extended or shortened as the case may be to intersect grantor's boundary lines.

Bearings herein are referenced to the Texas State Plane Coordinate System, South Central Zone NAD 83. Distances herein are grid and may be converted to surface by dividing by a combined scale factor of 0.9999300.

COMMENCING (P.O.C.) at a 1/2-inch iron rod found for the common southeast corner of the Cardinal Meadows Subdivision and the Jefferson County Drainage Ditch No. 104-A1 as recorded in Volume 1439, Page 318 of the Jefferson County Deed Records:

THENCE, North 41°48'18" East, along the common southeast line of said Cardinal Meadows and Ditch No. 104-A1, a distance of 51.99 feet to a point for the south corner of Lot 13 of said Cardinal Meadows;

THENCE, North 64°05'08" West, along the common northeast line of said Ditch no. 104-A1 and the southwest line of said Lot 13, a distance of 81.53 feet to a point for the southeast corner of Lot 12 of said Cardinal Meadows;

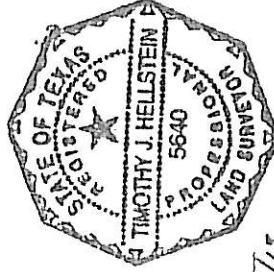
THENCE, North 05°19'14" West, along the common west line of said Lot 13 and the east line of said Lot 12, a distance of 50.68 feet to the POINT OF BEGINNING (P.O.B) of the herein described baseline survey;

THENCE, North 48°06'41" West, departing the westerly line of said Lot 13 along, said baseline survey, over and across said Lot 12, a distance of 190.44 feet (11.54 rods) to a point in the common southeasterly line of Lot 11 of said Cardinal Meadows and the northwesterly line of said Lot 12 for the POINT OF EXIT (P.O.E.) of the herein described baseline survey, from which a 1/2-inch iron rod bears North 48°06'41" West 353.76 feet and South 41°43'52" West 154.18 feet, the permanent easement containing a calculated area of 0.135 acres (5.865 square feet) of land.

A further description of said centerline survey together with the permanent right-of-way and temporary workspace area are illustrated on Exhibit "B" titled, "EXHIBIT OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT ACROSS JEFFERSON COUNTY PROPERTY SITUATED IN THE J.DOUTHIT SURVEY, A-32 CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS", dated 10/22/13, identified as Drawing Number 11465-5024 TRACT 142.000.DWG.

MORRIS P. HEBERT, INC.
10101 SOUTHWEST FREEWAY, SUITE 620
HOUSTON, TEXAS 77074
(713) 219-1470

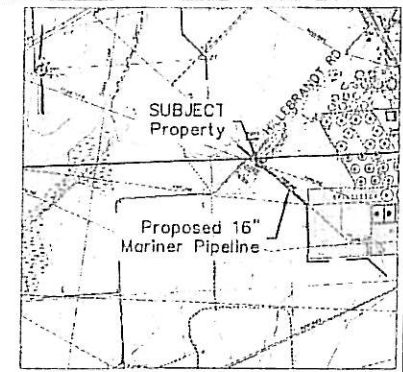
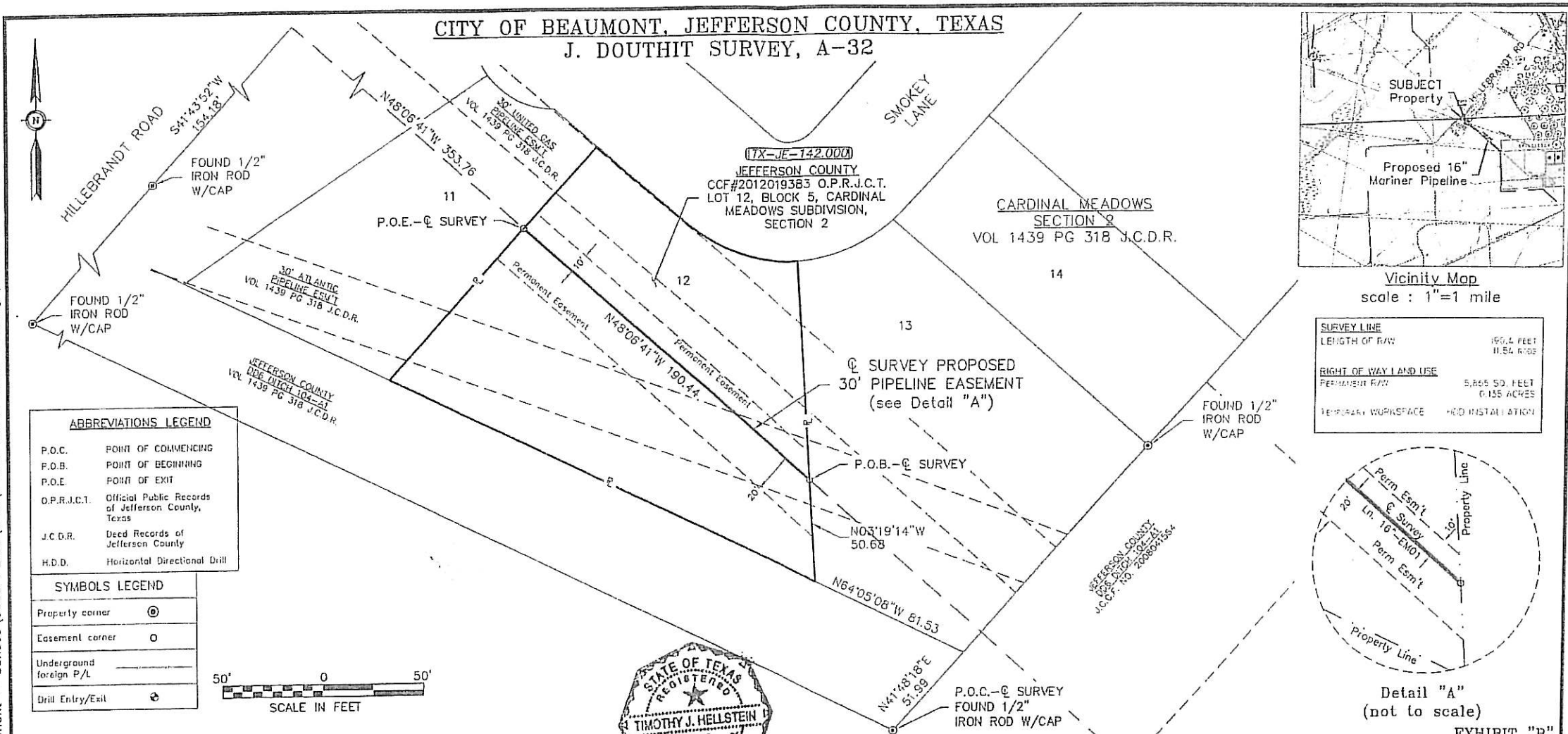
DATE: October 23, 2013



Timothy J. Hellstein
Timothy J. Hellstein
Registered Professional Land Surveyor
Texas Registration No. 5640
10/24/13

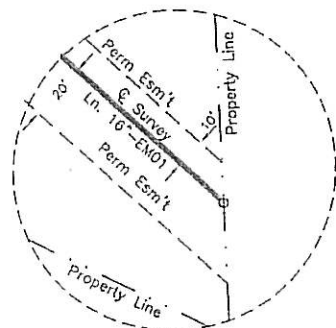
E:\Land Projects\11465 ETP 16-in Beaumont - Sunoco\5000 PLATS\DWG\11465-5025 TRACT 142.dwg plotted on Oct 24, 2013 - 1:50pm ACAD v1

CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS
J. DOUTHIT SURVEY, A-32



Vicinity Map
scale : 1"=1 mile

SURVEY LINE	
LENGTH OF R/W	190.4 FEET H.54 R.05
RIGHT OF WAY LAND USE	
PERMANENT R/W	5,805 SQ. FEET 0.135 ACRES
TEMPORARY WORKSPACE	NO INSTALLATION



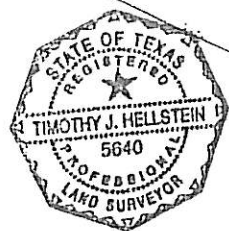
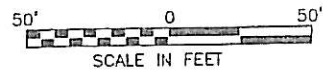
Detail "A"
(not to scale)
EXHIBIT "B"

ABBREVIATIONS LEGEND

P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.O.E.	POINT OF EXIT
O.P.R.J.C.T.	Official Public Records of Jefferson County, Texas
J.C.G.R.	Deed Records of Jefferson County
H.D.D.	Horizontal Directional Drill

SYMBOLS LEGEND

Property corner	⊙
Easement corner	○
Underground foreign P/L	---
Drill Entry/Exit	⊕



Timothy J. Hellstein
10/24/13
Timothy J. Hellstein
Registered Professional Land Surveyor
Texas Registration No. 5640

- GENERAL NOTES:**
- Bearings shown hereon are referenced to Texas State Plane Coordinate System, South Central Zone, NAD83. Distances hereon are grid and may be converted to surface by dividing by a combined scale factor of 0.9999300.
 - This exhibit was prepared without the benefit of a commitment for title insurance; therefore, easements of record may exist and are not shown hereon. The ownership of the subject tract shown hereon is based on a limited title certificate (L.T.C.) prepared for tract no. TX-JE-142.000, dated May 22, 2013 provided by CONTRACT LAND STAFF, LLC. No additional research has been performed by Morris P. Hebert, Inc.
 - An on-the-ground effort has been made to locate and indicate all cables, pipelines, utilities, etc. crossed by the proposed project, however, due to the inherent limitations of electronic magnetic locating equipment, Morris P. Hebert, Inc. is not responsible for any not located during the course of the survey. It is not within the scope of this exhibit to locate all buried utility lines on this property; not all improvements shown hereon.
 - A metes and bounds description accompanies this plat.

NO.	DATE	REVISION
0	10/23/13	FINAL ISSUE

SUNOCO PIPELINE LP

EXHIBIT OF A PROPOSED 30-FOOT WIDE PIPELINE EASEMENT
ACROSS JEFFERSON COUNTY PROPERTY
SITUATED IN THE J. DOUTHIT SURVEY, A-32
CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS

mp
Morris P. Hebert, Inc.
REGISTERED PROFESSIONAL LAND SURVEYORS • PUBLIC LIMITED LIABILITY COMPANY

OFFICE LOCATIONS:
HOUSTON FACILITY:
233 CORPORATE DRIVE
HOUSTON, LOUISIANA 70500
925.870.2731 FAX: 925.876.9052
HOUSTON FACILITY:
10101 SOUTH WEST FREEWAY,
SUITE 610
HOUSTON, TEXAS 77074
713.219.1470 FAX: 713.219.1471
http://www.mphinc.com

FIRM # 10142100

DRAWN BY: AD	SHEET: 1 OF 1
CHECKED BY: --	SCALE : 1"=50'
APPROVED BY: --	DATE: 10/19/13
CAD FILE: 11465-5024 TRACT 142.DWG	

Special, November 12, 2013

There being no further business to come before the Court at this time,
same is now here adjourned on this date, November 12, 2013