

**Regular, 7/9/2024 10:30:00 AM**

BE IT REMEMBERED that on July 09, 2024, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda*  
*July 09, 2024*

Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Cary Erickson, 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  
July 09, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **09th** day of **July 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** meeting 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:

**9:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to an interlocal agreement/contract in negotiations. Deliberation in an open meeting would have a detrimental effect on the positions of the Commissioners Court in negotiations with this third party.**

**9:45 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.**

**Jefferson County has taken steps to minimize the exposure of COVID-19 by**

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**implementing the following steps to allow the public to view the Commissioner's Court meeting.**

**The following options are available:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

**Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.**

**Please be mindful that the audio portion of this meeting will be of better quality from the website**

**INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One**

*Notice of Meeting and Agenda*  
*July 09, 2024*

**PURCHASING:**

- (a). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 24-013/JW) Pest Control Services for Jefferson County with Massey Services, Inc. with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 9 - 30

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and approve, execute, receive and file Amendment No. 1 (one) to contract (RFP 23-052/MR), Janitorial Services for Jefferson County. This amendment will reduce service to Tuesday and Friday for the Shorty Woods Mid-County Office Building, located at 7933 Viterbo Rd., Beaumont, TX 77705 at a rate of \$200.00 per week, the Mid-County Tax Office, located at 4605 Jerry Ware Dr., Beaumont, Texas 77705 at a rate of \$125.00 per week for services 2 days per week effective July 15, 2024 with Southeast Texas Building Service, Inc.

SEE ATTACHMENTS ON PAGES 31 - 31

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider and approve, execute, receive and file an Amendment to Agreement (Agreement 21-060/DC) with Fifth Asset, Inc. d/b/a DebtBook for a software 3 year renewal subscription in the amount of \$33,700.31 for the Jefferson Auditing Department beginning 10/01/2024 and ending 10/01/2027.

SEE ATTACHMENTS ON PAGES 32 - 45

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**



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- (d).Request approval to release retainage to N & T Construction for (IFB 23-005/JW) Jerry Ware Terminal and Aircraft Fire Fighting (ARFF) Station Rehabilitation in the amount of \$261,830.94 (Payment Application No. 11); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37).

SEE ATTACHMENTS ON PAGES 46 - 49

**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

**COUNTY AUDITOR:**

- (a).Consider and approve budget transfer– Constable Pct. 2 – additional cost for travel expense.

SEE ATTACHMENTS ON PAGES 50 - 50

120-3066-425-5062	TRAVEL EXPENSE	\$2,000.00	
120-3066-425-1005	EXTRA HELP		\$2,000.00

**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (b).Receive and file revised public defender contract agreement for the Criminal District Court with David Grove effective July 01, 2024.

SEE ATTACHMENTS ON PAGES 51 - 55

**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (c).Regular County Bills – check #518930 through check #519109.

SEE ATTACHMENTS ON PAGES 56 - 63

**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

## **CONSTABLE PRECINCT 1:**

- (a). Consider and possibly approve the hiring of Cassandra Scott as a Full-time Deputy Constable with the Constable's Precinct 1 Office in accordance with Local Government Code (LGC) 86.011..

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

- (a). Consider approving naming the conference room at the Jefferson County Visitor's Center, the Beverly Parker Conference Room in honor of her long service as chairperson of the Jefferson County Tourism Commission.

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

## **ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve a Minor Plat of a 13.00 acre tract of land into Tracts 1 & 2 of the Luquette Addition, out of the L. Hamshire Survey, Abstract No. 66, Jefferson County, Texas. This subdivision is located on State Highway 124 in Precinct #3. This plat has met all of Jefferson County plating requirements.

SEE ATTACHMENTS ON PAGES 64 - 64

**Motion by: Alfred**

**Second by: Arnold**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Execute, receive and file Utility Permit 07-U-24 between Jefferson County and AT&T, Byers Engineering Co, for the purpose of Fiber Optic Cable along Smith Road for approximately 100 feet between two existing AT&T Boxes, to Kid Road. This project is located in Jefferson County in Precinct 4.

SEE ATTACHMENTS ON PAGES 65 - 78

**Motion by: Alfred**

**Second by: Arnold**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**OTHER BUSINESS:**

**\*\*\*DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA  
WITHOUT TAKING ACTION.**

**Receive reports from Elected Officials and staff on matters of community  
interest without taking action.**

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**Jeff R. Branick**  
**County Judge**

*Notice of Meeting and Agenda*  
*July 09, 2024*

**Regular, July 09, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 09, 2024.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: PEST CONTROL SERVICES 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. 24-013/JW, Term Contract for Pest Control Services 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:

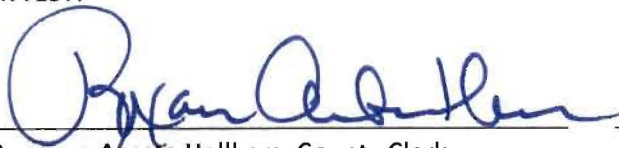


Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

7/9/2024

Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

7/9/2024

Date



OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT

TERM CONTRACT FOR PEST CONTROL SERVICES 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): 01, 02, 03, \_\_\_\_\_.

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

Massey Services Inc

\_\_\_\_\_  
Company Name

26797 Hanna Rd bld 3 Ste 2

\_\_\_\_\_  
Address

Oak Ridge North Tx 77385

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

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

Wendy Sims

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

Account Manager

\_\_\_\_\_  
Title

**For clarification of this offer, contact:**

Wendy Sims

\_\_\_\_\_  
Name & Title

832-607-7351

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

Wendy.sims@masseyservices.com

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

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**Preliminary Tabulation**

(IFB 24-013/JW)

Term Contract for Pest Control Services for Jefferson County

Bid Opening Date: June 5, 2024

**A. BEAUMONT SERVICE LOCATIONS**

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
1. COURTHOUSE (HISTORIC) 1149 Pearl St. Beaumont, TX 77701	242,899  Brick	Greg Keller  409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
					\$60.00	X 12	\$720.00		\$36.00	X 12	\$432.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL
	No Bid	X 4	No Bid		\$90.00	X 4	\$360.00				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

2. COURTHOUSE (NEWER) 1001 Pearl St. Beaumont, TX 77701	220,000  Brick	Greg Keller  409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
					\$60.00	X 12	\$720.00		\$36.00	X 12	\$432.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL
	No Bid	X 4	No Bid		\$90.00	X 4	\$360.00				
CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.	CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.				
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
3. JEFFERSON COUNTY SHERIFF'S OFFICE 1085 Pearl St. Beaumont, TX 77701	102,745  Brick	Greg Keller  409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
					\$30.00	X 12	\$360.00		\$27.00	X 12	\$324.00

				CALL BACK VISITS: INCLUDED. INCLUDED. INCLUDED.				CALL BACK VISITS: INCLUDED. INCLUDED. INCLUDED.				
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT No Bid	X 4	ANNUAL TOTAL No Bid	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$67.50	X 4	ANNUAL TOTAL \$270.00	
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				
4.. ANNEX I BUILDING 1125 Pearl St. Beaumont, TX 77701	33,553	Greg Keller	8AM-5PM	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	
	Brick	409.835.8511		PER MONTH	\$30.00	X 12	\$360.00	PER MONTH	\$22.00	X 12	\$264.00	
					CALL BACK VISITS: INCLUDED. INCLUDED. INCLUDED.				CALL BACK VISITS: INCLUDED. INCLUDED. INCLUDED.			
					(1) ONE VISIT EVERY (3) MONTHS	PER VISIT No Bid	X 4	ANNUAL TOTAL No Bid	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$55.00	X 4	ANNUAL TOTAL \$220.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				



**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
5. ANNEX II BUILDING 1125 Pearl St. Beaumont, TX 77701	25,032  Brick	Greg Keller  409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$30.00	X 12	ANNUAL TOTAL \$360.00	(1) ONE VISIT PER MONTH	PER VISIT \$16.00	X 12	ANNUAL TOTAL \$192.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT No Bid	X 4	ANNUAL TOTAL No Bid	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$40.00	X 4	ANNUAL TOTAL \$160.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

6. ADULT PROBATION BUILDING 820 Neches Beaumont, TX 77701	20,832	Greg Keller  409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$45.00	X 12	ANNUAL TOTAL \$540.00	(1) ONE VISIT PER MONTH	PER VISIT \$15.00	X 12	ANNUAL TOTAL \$180.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT No Bid	X 4	ANNUAL TOTAL No Bid	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$37.50	X 4	ANNUAL TOTAL \$150.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
7. PUBLIC HEALTH 1295 Pearl St. Beaumont, TX 77701	3,700  Brick	Greg Keller  409.835.8511	5 PM - 12 AM (midnight)	(1) ONE VISIT PER MONTH	PER VISIT \$30.00	X 12	ANNUAL TOTAL \$360.00	(1) ONE VISIT PER MONTH	PER VISIT \$11.00	X 12	ANNUAL TOTAL \$132.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT No Bid	X 4	ANNUAL TOTAL No Bid	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$27.50	X 4	ANNUAL TOTAL \$110.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

8. PRECINCT #1 SERVICE CENTER 20205 HWY 90 CHINA, TX 77613	7,340	Jody Jannise  409-434-5430	7:AM - 4 PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT No Bid	X 12	ANNUAL TOTAL No Bid	(1) ONE VISIT PER MONTH	PER VISIT \$17.00	X 12	ANNUAL TOTAL \$204.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$50.00	X 4	ANNUAL TOTAL \$200.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$42.50	X 4	ANNUAL TOTAL \$170.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
9. PRECINCT #4 SERVICE CENTER 7790 Boyt Rd. Beaumont, TX 77713	20,649 Brick/Block	Kenneth Minkins 409-794-2444	7:AM - 4 PM	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
			Monday- Thursday	PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$16.00	X 12	\$192.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$50.00		\$200.00		\$40.00		\$160.00	
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.							SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				

10. PRECINCT #4 STOCKYARD BUILDING 2202 Hebert Road Beaumont, TX 77705	627 Wood	Kenneth Minkins 409-794-2444	7:AM - 4 PM	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
			Monday- Thursday	PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$11.00	X 12	\$132.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$38.00		\$152.00		\$27.50		\$110.00	
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.							SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
11. PRECINCT #4 STOCKYARD 2202 Herbert Road. Beaumont, TX 77705	2,694  Wood	Kenneth Minkins  409-794-2444	7:AM - 4 PM  Monday- Thursday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$13.00	X 12	\$156.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$20.00		\$80.00		\$32.50		\$130.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

12. BEN ROGERS VISITORS CENTER 5055 Interstate 10 S Beaumont, TX 77705	10,400	Kathi Hughes  409-842-0500	7:AM - 4 PM  Monday- Thursday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$25.00	X 12	\$300.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$70.00		\$280.00		\$62.50		\$250.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
13. MOSQUITO CONTROL 9805 First Street Beaumont, TX 77705	10,058	Denise Marcel 409-719-5940	8 AM - 4 PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
					No Bid	X 12	No Bid		\$25.00	X 12	\$300.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$75.00		\$300.00		\$62.50		\$250.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

**B. HIGHWAY 69 (SOUTH) SERVICE LOCATION**

14.. MINNIE ROGERS JUVENILE JUSTICE CENTER 5326 Hwy 69 S. Beaumont, TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722-7474	After 2 PM	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
					\$80.00	X 12	\$960.00		\$78.00	X 12	\$936.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					No Bid		No Bid		\$195.00		\$780.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

**C. JACK BROOKS REGIONAL AIRPORT (JBRA) & MID-JEFFERSON COUNTY SERVICE LOCATIONS**

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
15. JACK BROOKS REGIONAL AIRPORT: JERRY WARE TERMINAL 5000 Jerry Ware Dr. Beaumont, TX 77705	20,000	Alex Rupp	7 AM - 4 PM Monday- Friday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
	Brick	409-719-4961		PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$20.00	X 12	\$240.00
	CALL BACK VISITS: INCLUDED.				INCLUDED.				CALL BACK VISITS: INCLUDED.		
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$65.00		\$260.00		\$50.00		\$200.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.							SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				

16. JACK BROOKS REGIONAL AIRPORT: MAIN TERMINAL BUILDING 6000 Airline Dr.. Beaumont, TX 77705	41,988	Alex Rupp	7 AM - 4 PM Monday- Friday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
	Brick	409-719-4961		PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$22.00	X 12	\$264.00
	CALL BACK VISITS: INCLUDED.				INCLUDED.				CALL BACK VISITS: INCLUDED.		
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$50.00		\$200.00		\$55.00		\$220.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.							SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
17. JACK BROOKS REGIONAL AIRPORT: TERMINAL II ANNEX 5000 Jerry Ware Dr. Beaumont, TX 77705	3,000	Alex Rupp	7 AM - 4 PM	PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$17.00	X 12	\$204.00
	Brick	409-719-4961	Monday- Friday	CALL BACK VISITS: INCLUDED.				CALL BACK VISITS: INCLUDED.			
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

18. JACK BROOKS REGIONAL AIRPORT: NEW FIRE HOUSE 5000 Jerry Ware Dr, Suite 500. Beaumont, TX 77705	5,794	Alex Rupp	7 AM - 4 PM	PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$12.00	X 12	\$144.00
	Brick	409-719-4961	Monday- Friday	CALL BACK VISITS: INCLUDED.				CALL BACK VISITS: INCLUDED.			
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
19. JACK BROOKS REGIONAL AIRPORT: HANGER #7 OFFICE 4605 Airport 3rd St. Beaumont, TX 77705	4,500  Metal	Alex Rupp  409-719-4961	7 AM - 4 PM  Monday- Friday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$22.00	X 12	\$264.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$65.00		\$260.00		\$55.00		\$220.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

20. JACK BROOKS REGIONAL AIRPORT: MAINTENANCE SHOP 4875 Parker Dr. (Rear) Beaumont, TX 77705	1,800  Metal	Alex Rupp  409-719-4961	7 AM - 4 PM  Monday- Friday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$22.00	X 12	\$264.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$65.00		\$260.00		\$55.00		\$220.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			



**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
21. JEFFERSON COUNTY SHERIFF'S OFFICE: NARCOTICS DIVISION 4640 Hangar Drive. Beaumont, TX 77705	4,500  Metal	Capt. Jerry Lowe  409-726-2950	8 AM - 5 PM	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$21.00	X 12	\$252.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$65.00		\$260.00		\$52.50		\$210.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

22. MID-COUNTY TAX OFFICE 4605 Jerry Ware Dr. Beaumont, TX 77705	2,746  Metal/Brick	Mike Trahan  409-727-2173	6:15 AM - 5:00 PM  Monday- Thursday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$16.00	X 12	\$192.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
					\$50.00		\$200.00		\$40.00		\$160.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
23. MID-COUNTY OFFICE BUILDING 7933 Viterbo Rd. Beaumont, TX 77705	15,000  Metal/Brick	Mike Trahan  409-727-2173	6:15 AM - 5:00 PM  Monday- Thursday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$20.00	X 12	\$240.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL
				X 4	\$65.00	X 4	\$260.00	X 4	\$50.00	X 4	\$200.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

24. JUSTICE OF THE PEACE & CONSTABLE BLDG. PCT. #4 19217 Hwy 365 Beaumont, TX 77705	3,800  Brick	Mike Trahan  409-727-2173	6:15 AM - 5:00 PM  Monday- Thursday	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$21.00	X 12	\$252.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT		ANNUAL TOTAL
				X 4	\$65.00	X 4	\$260.00	X 4	\$52.50	X 4	\$210.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT No Bid	X 12	ANNUAL TOTAL No Bid	(1) ONE VISIT PER MONTH	PER VISIT \$21.00	X 12	ANNUAL TOTAL \$252.00
25. PRECINCT #2 SERVICE CENTER 7759 Viterbo Rd. Beaumont, TX 77705	14,400  Metal	Mike Trahan  409-727-2173	6:15 AM - 5:00 PM  Monday-Thursday	CALL BACK VISITS: INCLUDED. INCLUDED. INCLUDED.				CALL BACK VISITS: INCLUDED. INCLUDED. INCLUDED.			
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$65.00	X 4	ANNUAL TOTAL \$260.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$52.50	X 4	ANNUAL TOTAL \$210.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD SERVICE VISIT.			

ITEM LOCATION	AREA (SQ. FT.)	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT No Bid	X 12	ANNUAL TOTAL No Bid	(1) ONE VISIT PER MONTH	PER VISIT \$29.00	X 12	ANNUAL TOTAL \$348.00
26. JEFFERSON COUNTY SERVICE CENTER 7789 Viterbo Rd. Beaumont, TX 77705	8,252	Joe Zurita  409-757-5937	7:00 AM - 4:00 PM  Monday-Thursday	CALL BACK VISITS: INCLUDED. INCLUDED. INCLUDED.				CALL BACK VISITS: INCLUDED. INCLUDED. INCLUDED.			
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$85.00	X 4	ANNUAL TOTAL \$340.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$72.50	X 4	ANNUAL TOTAL \$290.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ N/A PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ 40.00 PER STANDARD SERVICE VISIT.			

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
27. JEFFERSON COUNTY SHERIFF'S OFFICE: CORRECTIONAL FACILITY 5030 Hwy 69 S. Beaumont, TX 77705	287,783	Capt. Kenneth Harrell 409-719-2595	8:00 AM - 5:00 PM  By Appt.	PER MONTH	\$1,570.00	X 12	\$18,840.00	PER MONTH	\$1,800.00	X 12	\$21,600.00
				CALL BACK VISITS:	INCLUDED.	INCLUDED.	INCLUDED.	CALL BACK VISITS:	INCLUDED.	INCLUDED.	INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT No Bid	X 4	ANNUAL TOTAL No Bid	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$4,500.00	X 4	ANNUAL TOTAL \$18,000.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>1,080.00</u> PER STANDARD SERVICE VISIT.							

**D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS**

28. SUB COURTHOUSE 790 Lakeshore Dr. Pt. Arthur, TX 77640	19,700	Kenneth Shepard	5:00 PM - 12:00 AM	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT	PER VISIT		ANNUAL TOTAL
	Limestone	409-983-8307	(Midnight) By Appt.	PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$15.00	X 12	\$180.00
	CALL BACK VISITS:	INCLUDED.	INCLUDED.	INCLUDED.	CALL BACK VISITS:	INCLUDED.	INCLUDED.	INCLUDED.			
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$60.00	X 4	ANNUAL TOTAL \$240.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$37.50	X 4	ANNUAL TOTAL \$150.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT No Bid	X 12	ANNUAL TOTAL No Bid	(1) ONE VISIT PER MONTH	PER VISIT \$13.00	X 12	ANNUAL TOTAL \$156.00
29. SUB COURTHOUSE MAINTENANCE 709 Lakeshore Dr. Pt. Arthur, TX 77640	2,000  Brick	Kenneth Shepard  409-983-8307	5:00 PM - 12:00 AM  (Midnight) By Appt.	CALL BACK VISITS:	INCLUDED.	INCLUDED.	INCLUDED.	CALL BACK VISITS:	INCLUDED.	INCLUDED.	INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$45.00	X 4	ANNUAL TOTAL \$180.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$32.50	X 4	ANNUAL TOTAL \$130.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

30. HEALTH & WELFARE 246 Dallas Ave. Pt. Arthur, TX 77640	14,340  Brick	Kenneth Shepard  409-983-8307	5:00 PM - 12:00 AM  (Midnight) By Appt.	(1) ONE VISIT PER MONTH	PER VISIT No Bid	X 12	ANNUAL TOTAL No Bid	(1) ONE VISIT PER MONTH	PER VISIT \$16.00	X 12	ANNUAL TOTAL \$192.00
				CALL BACK VISITS:	INCLUDED.	INCLUDED.	INCLUDED.	CALL BACK VISITS:	INCLUDED.	INCLUDED.	INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$50.00	X 4	ANNUAL TOTAL \$200.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$40.00	X 4	ANNUAL TOTAL \$160.00
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.							

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES				
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	
31. JUVENILE PROBATION 900 4th Street Pt. Arthur, TX 77640	3,740  Brick	Kenneth Shepard  409-983-8307	5:00 PM - 12:00 AM (Midnight) By Appt.									
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$13.00	X 12	\$156.00	
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.	
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$40.00	X 4	ANNUAL TOTAL \$160.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$32.50	X 4	ANNUAL TOTAL \$130.00	
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.								
32. PRECINCT #3 SERVICE CENTER 5700 Jade Avenue Pt. Arthur, TX 77640	7,140  Metal	Jason Castille  409-736-2851	8:00 AM - 5:00 PM By Appt.									
				PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$16.00	X 12	\$192.00	
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.	
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$60.00	X 4	ANNUAL TOTAL \$260.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$40.00	X 4	ANNUAL TOTAL \$160.00	
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.								

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT No Bid	X 12	ANNUAL TOTAL No Bid	(1) ONE VISIT PER MONTH	PER VISIT \$12.00	X 12	ANNUAL TOTAL \$144.00
33. PRECINCT #3 STOCKYARD 24420 Hwy. 124, Hamshire, TX 77622	5,396  Metal	Jason Castille  409-736-2851	8:00 AM - 5:00 PM  By Appt.	CALL BACK VISITS: INCLUDED. INCLUDED.				CALL BACK VISITS: INCLUDED. INCLUDED.			
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$37.00	X 4	ANNUAL TOTAL \$148.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$30.00	X 4	ANNUAL TOTAL \$120.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT No Bid	X 12	ANNUAL TOTAL No Bid	(1) ONE VISIT PER MONTH	PER VISIT \$16.00	X 12	ANNUAL TOTAL \$192.00
34. PRECINCT #3 SERVICE CENTER STORAGE SHED 5700 Jade Avenue Pt. Arthur, TX 77640	7,500  Metal	Jason Castille  409-736-2851	8:00 AM - 5:00 PM  By Appt.	CALL BACK VISITS: INCLUDED. INCLUDED.				CALL BACK VISITS: INCLUDED. INCLUDED.			
				(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$60.00	X 4	ANNUAL TOTAL \$240.00	(1) ONE VISIT EVERY (3) MONTHS	PER VISIT \$40.00	X 4	ANNUAL TOTAL \$160.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES				BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL	(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
35. JEFFERSON COUNTY SHERIFF'S OFFICE: MARINE SAFETY PATROL 5700 Jade Ave. Pt. Arthur, TX 77640	7,500  Metal	Capt. Jerry Lowe 409-726-2950  Capt. Danny Walker 409-673-5075	8:00 AM - 5:00 PM  By Appt.	PER MONTH	No Bid	X 12	No Bid	PER MONTH	\$24.00	X 12	\$288.00
				CALL BACK VISITS:	INCLUDED.		INCLUDED.	CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (3) MONTHS	\$75.00	X 4	\$300.00	(1) ONE VISIT EVERY (3) MONTHS	\$60.00	X 4	\$240.00
				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>N/A</u> PER STANDARD SERVICE VISIT.				SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ <u>40.00</u> PER STANDARD SERVICE VISIT.			

**F. MISCELLANEOUS "AS NEEDED" PEST CONTROL SERVICES**

**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

	DESCRIPTION OF SERVICE	SERVICE COST	DESCRIPTION OF SERVICE	SERVICE COST
36.	<b>BIRD CONTROL:</b> Hot Foot Treatment or Equal Method (BELOW 20 FEET) – indicate method of bird control being utilized here: <u>Will give estimate after inspection and evaluatin the issue.</u>	N/A	<b>BIRD CONTROL:</b> Hot Foot Treatment or Equal Method (BELOW 20 FEET) – indicate method of bird control being utilized here: <u>Removal/Spikes</u>	At Base level price plus cost.
37.	<b>BIRD CONTROL:</b> Hot Foot Treatment or Equal Method (ABOVE 20 FEET) – indicate method of bird control being utilized here: <u>Same as above.</u>	N/A	<b>BIRD CONTROL:</b> Hot Foot Treatment or Equal Method (ABOVE 20 FEET) – indicate method of bird control being utilized here: <u>Bird Reflectors/Spkes/Removal</u>	At Base level price plus cost.
38.	<b>SNAKE CONTROL:</b> Snake Inspection and Prevention. <u>Will evaluate and bid as needed.</u>	N/A	<b>SNAKE CONTROL:</b> Snake Inspection and Prevention.	\$50.00
39.	<b>SNAKE CONTROL:</b> Snake Removal to Including Trapping Device. <u>N/A</u>	N/A	<b>SNAKE CONTROL:</b> Snake Removal to Including Trapping Device.	\$75.00
40.	<b>BEE, WASP, YELLOW JACKET, AND HORNETS:</b> Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming (PER JOB)	\$80.00 - \$150.00	<b>BEE, WASP, YELLOW JACKET, AND HORNETS:</b> Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming (PER JOB)	\$40.00



**Aattaboy Termite & Pest Control Inc.**

**Massey Services, Inc.**

	DESCRIPTION OF SERVICE	SERVICE COST	DESCRIPTION OF SERVICE	SERVICE COST
41.	<b>BEE, WASP, YELLOW JACKET, AND HORNETS:</b> Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (BELOW 10 FEET) – PER JOB. <u>Call beekeeper first.</u>	N/A	<b>BEE, WASP, YELLOW JACKET, AND HORNETS:</b> Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (BELOW 10 FEET) – PER JOB.	\$100.00
42.	<b>BEE, WASP, YELLOW JACKET, AND HORNETS:</b> Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (ABOVE 10 FEET) – PER JOB. <u>Call beekeeper first.</u>	N/A	<b>BEE, WASP, YELLOW JACKET, AND HORNETS:</b> Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (ABOVE 10 FEET) – PER JOB.	\$150.00
43.	<b>CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES):</b> Treatment is defined as the use of property registered chemicals, pesticides, and/or the use of approved devices to provide adequate levels of protection and control at County premises. Service Cost shall include: All Labor, Personnel, Material, Supplies, Chemicals, etc. that are required to perform treatment service. <b>Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of (1) one year from the date of treatment.</b> Following treatment, The Contractor shall reapply chemical treatment(s) <u>at no cost</u> to County if a live infestation is detected within a year of treatment service.	N/A Will Bid as needed Termites are warranted under Termite Contract	<b>CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES):</b> Treatment is defined as the use of property registered chemicals, pesticides, and/or the use of approved devices to provide adequate levels of protection and control at County premises. Service Cost shall include: All Labor, Personnel, Material, Supplies, Chemicals, etc. that are required to perform treatment service. <b>Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of (1) one year from the date of treatment.</b> Following treatment, The Contractor shall reapply chemical treatment(s) <u>at no cost</u> to County if a live infestation is detected within a year of treatment service.	\$75.00

**G. PEST CONTROL SERVICES: LARGE JOBS**

**Aattaboy Termite & Pest Control Inc.**

**Aattaboy Termite & Pest Control Inc.**

44.	<b>DAY TECHNICIAN, AS REQUIRED:</b> Dedicated to the County for Services considered "LARGE JOBS" and required more time or skill than a Standard Pest Control Service Visit.			<b>DAY TECHNICIAN, AS REQUIRED:</b> Dedicated to the County for Services considered "LARGE JOBS" and required more time or skill than a Standard Pest Control Service Visit.		
	A. HOURLY RATE \$ <u>30.00</u> PER HOUR	B. DAILY RATE \$ <u>240.00</u> PER HOUR (8 HOURS PER DAY)	C. WEEKLY RATE \$ <u>1,200.00</u> PER WEEK (5 DAYS, 40 HOURS)	A. HOURLY RATE \$ <u>40.00</u> PER HOUR	B. DAILY RATE \$ <u>50.00</u> PER HOUR (8 HOURS PER DAY)	C. WEEKLY RATE \$ <u>60.00</u> PER WEEK (5 DAYS, 40 HOURS)

Aattaboy Termite & Pest Control Inc.	Massey Services, Inc.
<p><b>SPECIFIC PEST CONTROL PRODUCTS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:</b></p> <p><b>Pest Control Glue Traps</b> to include but not limited to glue traps for: Mice &amp; Rats, Snakes, Spiders, Moths, Aphids, Silverfish. <u>Lg rat trapper glue boards \$2.50 unit/Mouse glue board \$0.50 unit</u></p> <p><b>Pest Control Container-Type Traps</b> to include but not limited to control of: Fruit Flies, Drain Flies, Black Flies. <u>Manits 1x2 Fly machine \$200.00 unit + mounting fee/small sponce fly machine \$60.00 unit Glue board Maintenance varies how many stations.</u></p> <p><b>Bait Boxes</b> to include but not limited to bait boxes for: Rats, Rodents. <u>Discount-\$25.00 1 time fee customer owns them-Baiting Quarterly varies with how many new rodent stations.</u></p>	<p><b>SPECIFIC PEST CONTROL PRODUCTS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:</b></p> <p><b>Pest Control Glue Traps</b> to include but not limited to glue traps for: Mice &amp; Rats, Snakes, Spiders, Moths, Aphids, Silverfish.</p> <p><b>Pest Control Container-Type Traps</b> to include but not limited to control of: Fruit Flies, Drain Flies, Black Flies.</p> <p><b>Bait Boxes</b> to include but not limited to bait boxes for: Rats, Rodents.</p>

Aattaboy Termite & Pest Control Inc.		Massey Services, Inc.	
SHELF PRICE DISCOUNT FOR PEST CONTROL SUPPLIES		SHELF PRICE DISCOUNT FOR PEST CONTROL SUPPLIES	
<p><b>SHELF PRICE DISCOUNTS:</b> Flat rate of discount you will allow from your shelf price with the below noted exceptions: <u>Chemical Products have increased in price 2 times last year (2023) we cannot consider discounts due to pricing variables.</u></p>	NA	<p><b>SHELF PRICE DISCOUNTS:</b> Flat rate of discount you will allow from your shelf price with the below noted exceptions: <u>Chemical Products have increased in price 2 times last year (2023) we cannot consider discounts due to pricing variables.</u></p>	0%

Aattaboy Termite & Pest Control  
 206 Meyers St.  
 Orange, TX 77630  
 Attn: Jackie Papania  
 409-722-3134  
[jpapania@aattaboy.com](mailto:jpapania@aattaboy.com)

Massey Services, Inc.  
 26797 Hanna Rd Bld 3 Ste 2  
 Oak Ridge North, TX 77385  
 Attn: Wendy Sims  
 832-607-7351  
[wendy.sims@masseyservices.com](mailto:wendy.sims@masseyservices.com)

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**AMENDMENT I TO CONTRACT**

June 28, 2024


Southeast Texas Building Service, Inc.  
3304 Spurlock Rd.  
Nederland, TX 77627  
Attention: Robert Bodin

Dear Mr. Bodin:

This letter will serve as Amendment I (one) to contract RFP 23-052/MR, Janitorial Services for Jefferson County.

Amendment I (one) will reduce service for the Shorty Woods Mid-County Office Building, located at 7933 Viterbo Rd., Beaumont, TX 77627 to Tuesday and Friday at a rate of \$200.00 per week for services 2 days per week and reduce services for the Mid-County Tax Office, located at 4605 Jerry Ware Dr., Beaumont, Texas 77705 to Tuesday and Friday at a rate of \$125.00 per week for services 2 days per week effective July 15, 2024.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail ([mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us)).

  
\_\_\_\_\_  
Southeast Texas Building Service, Inc.

6/28/24  
Date

  
\_\_\_\_\_  
Jeff R. Brarick  
Jefferson County Judge

7/9/2024  
Date

ATTEST:  
  
\_\_\_\_\_  
Roxanne Acosta Hellberg  
County Clerk, Jefferson County

7/9/2024  
Date



**ORDER FORM AMENDMENT**

This Order Form Amendment (this "Amendment") is entered into between the customer executing below ("Customer") and Fifth Asset, Inc., d/b/a DebtBook ("DebtBook").

The Customer and DebtBook have previously entered into an Agreement, as such term is defined in the Order Form(s) executed and delivered by Customer and DebtBook and attached as Appendix I (collectively, the "Existing Order Form"). The Existing Order Form, as modified by this Amendment, is referred to as the "Renewal Order Form." Each capitalized term used but not defined in this Amendment has the meaning given in the Agreement.

On and after the Amendment Effective Date (as defined below), Customer and DebtBook agree to amend the Existing Order Form and the Agreement as follows:

**Amendments.** Any reference to the "DebtBook Quote" will mean DebtBook's pricing document attached as Exhibit A. Any reference to the "Customer Terms" will mean any Customer Terms in the Existing Agreement as amended or supplemented, if applicable, by the additional Customer Terms attached as Exhibit B. Any reference to the "Terms & Conditions" will mean the updated Terms & Conditions attached as Exhibit C. Each exhibit to this Amendment is incorporated herein by this reference. Any Notice delivered under the Agreement will be delivered to DebtBook at the address indicated beneath DebtBook's signature below. Any reference to the "Order Form" will mean the Renewal Order Form, and any reference to the "Agreement" will mean the Agreement as modified by this Amendment.

**Term.** This Amendment establishes a "Renewal Term" beginning on the Amendment Effective Date and remaining in effect for the term indicated in the DebtBook Quote.

**Services; Fees.** The DebtBook Quote sets forth the Services to be provided to Customer under the Renewal Order Form, including the specific Products to be provided to Customer through its access to the Application Services. During the Renewal Term, DebtBook will charge Customer an annual Subscription Fee as set forth in the DebtBook Quote. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

**Other Terms.** Unless otherwise provided in the Customer Terms, this Amendment will become effective on the day immediately following the end of the current Term established in the Existing Order Form (the "Amendment Effective Date"). *Except as expressly provided in this Amendment, the terms and provisions of the Agreement will remain unchanged and in full force and effect.*

**Authority; Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year.

FIFTH ASSET, INC., D/B/A DEBTBOOK

Jefferson County, TX

By: Michael Juby

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

Name: Michael Juby

Name: Jeff Brannick

—

Title: County Judge

Title: COO

Date Signed: 07/09/2024

**Notice Address**

PO Box 667950

Charlotte, NC 28266

Attention: Chief Operating Officer

Purchase Order Required: Yes \_\_\_ No \_\_\_



ATTEST [Signature]

DATE 7/9/2024

legal@debtbook.com

**Exhibit A**  
**DebtBook Quote**

[See attached.]



# Jefferson County, TX

1149 Pearl St. Beaumont, TX

**Prepared For:**

**Fran Lee | First Assistant County Auditor**

fran.lee@jeffcotx.us (409)

835-8500

**Prepared By:**

Chandler Sas

Customer Success Manager

chandler.sas@debtbook.com

**Notice Address:**

PO Box 667950

Charlotte, NC 28266

The Renewal Term under this Renewal Order Form is 3 year(s). The Application Services purchased under this Renewal Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and, if applicable for any Product, the Implementation Services option indicated below.

## Products

Description	Year 1	Year 2	Year 3
<b>LSST-2</b> DebtBook's lease management and SBITA management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	\$8,625.00	\$9,918.75	\$11,406.56
<b>2024 Tier 1 - Premium Support Services</b> DebtBook's premium Support Service: Submit up to 25 documets per year on a Quarterly pick-up/ processing cadance. For Submission Dates please contact your Customer Success Manager.	\$1,250.00	\$1,250.00	\$1,250.00
<b>Total Contract Value</b>		<b>\$33,700.31</b>	

**Exhibit B**

**Customer Terms**

The additional terms set forth below constitute "**Customer Terms**" for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

The Premium Support Services are being added to the existing Services as part of this renewal. The following terms will be applicable to the Premium Support Services:

1. Premium Support includes input of data into the Services for up to 25 documents per year.
2. Customer will provide documents incrementally as the Customer receives the documents throughout the year. Bulk document submissions are not acceptable. Quarterly on March 31, June 30, September 30, and December 31 all

documents provided will be processed by DebtBook.

3. If the Premium Support is not used no refunds or credits will be provided.



## Exhibit C

### DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these **"Terms & Conditions"**) which govern Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

**"Aggregated Statistics"** means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

**"Agreement"** means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

**"Application Obligations"** means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

**"Application Services"** means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

**"Appropriate Security Measures"** means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

**"Authorized User"** means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

**"Customer"** means the person or entity purchasing the Services as identified in the Order Form.

**"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

**"Customer Terms"** means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

**"DebtBook"** means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

**"DebtBook IP"** means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

**"DebtBook Quote"** means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

**"Documentation"** means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

**"Feedback"** means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

**"Guided Implementation Services"** means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

**"Governing State"** means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

**“Government Entity”** means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

**“Implementation Services”** means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

**“Incorporated Documents”** means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**“Initial Term”** means the Initial Term established in the Order Form.

**“Onboarding Services”** means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

**“Order Form”** means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

**“Premium Implementation Services”** means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

**“Pricing Tier”** means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

**“Privacy Policy”** means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

**“Products”** means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

**“Renewal Term”** means any renewal term established in accordance with the terms of the Agreement.

**“Services”** means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

**“SLA”** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

**“Support Services”** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**“Term”** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**“Usage Policy”** means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

### 3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

### 4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "Fees"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without

limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.



(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

## 8. Indemnification.

### (a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER

THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or

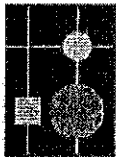
governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.



**Appendix I**  
**Existing Order Form(s)**

[See attached.]



The LaBiche  
ARCHITECTURAL GROUP, INC.

John H. LaBiche, FAIA  
Principal

May 23, 2024

Greg Wall, AIA  
Principal

7999 Gladys, Suite 101  
Beaumont, Texas 77706  
(409) 860-0197  
Fax (409) 860-0198  
www.labiche.com

Jack Brooks Regional Airport  
Alex Rupp  
5000 Jerry Ware Dr, Suite 100  
Beaumont, Tx 77705

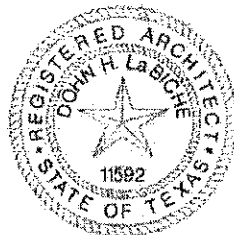
**RE: Jefferson County Airport - Jerry Ware Terminal & Fire Station**

Dear Mr. Rupp,

Enclosed herewith is the Contractor's Application and Certificate for Payment No. 11 retainage in the amount of \$261,830.94. This application has been reviewed, and is recommended for payment.

Sincerely,

John H. LaBiche, FAIA  
DHL/bo



ARCHITECTURE

PROJECT CONSULTING

PLANNING

INTERIOR DESIGN

Enclosure

**CC: N&T Construction  
Project #: 21030**



**APPLICATION AND CERTIFICATION FOR PAYMENT**

**TO OWNER:** PROJECT: Jeffery Ware Terminal and ARFF Station Rehabilitation  
 Jefferson County  
**FROM CONTRACTOR:** VIA ARCHITECT:  
 N&T Construction Co., Inc. The LeBiche Architectural Group  
 P. O. Box 259  
 Beaumont, Texas 77704

APPLICATION NO: 11  
 APPLICATION DATE: 4/24/2024  
 PERIOD FROM: RETAINAGE  
 PERIOD TO:  
 PROJECT #: 1451

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment as shown below, in connection with the Contract Communication Sheet is attached.

- ORIGINAL CONTRACT SUM \$ 2,510,724.69
- Net change by Change Orders \$ 77,575.31
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,618,300.00
- TOTAL COMPLETED & STORED TO DATE (Column G) \$ 2,618,300.00
- RETAINAGE:
  - 10% of Completed Work (Column D - E) \$ 0.00
  - 20% of Stored Material (Column F) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I) \$ 0.00
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,618,300.00
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ 2,556,478.57
- CURRENT PAYMENT DUE (Line 6 less Line 7) \$ 61,821.43
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGES ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$18,687.33	\$0.00
Total approved this Month	\$56,888.18	\$0.00
<b>TOTALS</b>	<b>\$77,575.51</b>	<b>\$0.00</b>
NET CHANGES by Change Order	\$77,575.51	

**RECEIVED**  
 JUN 05 2024  
 BY: CHK

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is true due.

CONTRACTOR: N&T Construction Co., Inc. Date: 5/23/24

By: [Signature] State of Texas  
 Notary Public: [Signature] County of Texas  
 My Commission expires: [Signature] ID # 1200000000

**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on official observations and the data comprising the application, the Architect certifies that the Work has been completed in accordance with the Contract Documents, and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 261,830.00  
 Amount, explanation of amount certified differs from the amount certified. Initial all figures on this Application and make Contractor certify that are changed to conform with the amount certified.  
 ARCHITECT: [Signature] Date: 5/23/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Blanket 0888833  
 513.7091.403.600-14  
 C1AG004  
 Airport 37  
 48001837800

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATION FOR PAYMENTS FOR PAYEE'S, designating contractor's agreed completion is attached.  
 In addition below amounts are in US dollars.  
 Use column on Contract where applicable separate for low items apply.

APPLICATION NO: 14-000000  
 PERIOD FROM: 12/01/14  
 PERIOD TO: 12/31/14  
 ARCHITECT'S PROJECT NO: 14-000000

A	B	C	D	E	F	G	H	I	
BILL NO	DESCRIPTION OF WORK	QUANTITIES	UNIT PRICE	WORK COMPLETED FROM PREVIOUS APPLICATION (ID - A)	MATERIALS PRESENTLY STORED ON SITE (ID - B)	TRAC COMPLETED TO DATE (ID - C)	% COMPLETE (ID - D)	PAID TO DATE (ID - E)	UNPAID (ID - F)
07	Selective Demolition, Abatement, Removal								
08	Excavate, Backfill, Gravel, 2:1:5								
09	Concrete, 7x4x5								
10	Labor								
11	Material, Footprint								
12	Measure, Patch								
13	Labor								
14	Material, Footprint								
15	Measure, Patch								
16	Labor								
17	Material, Footprint								
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89	Material, Footprint								
90	Measure, Patch								
91	Labor								
92	Material, Footprint								
93	Measure, Patch								
94	Labor								
95	Material, Footprint								
96	Measure, Patch								
97	Labor								
98	Material, Footprint								
99	Measure, Patch								
100	Labor								

ITEM NO.	DESCRIPTION OF WORK	C		D		E	F	G	H	I
		SCHEDULED VALUE	ACTUAL VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (H * E)	PERCENT COMPLETED THIS PERIOD					
50	Program & Performance Based	\$ 22,041.00	\$ 22,041.00	\$ 22,041.00	100%	\$ 22,041.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
51	Insurance	15,814.00	15,814.00	15,814.00	100%	15,814.00	0.00	0.00	0.00	0.00
52	Miss General's Office	3,454.00	3,454.00	3,454.00	100%	3,454.00	0.00	0.00	0.00	0.00
53	Decorative	1,817.00	1,817.00	1,817.00	100%	1,817.00	0.00	0.00	0.00	0.00
54	Final Cleanup & Rubbish Removal	1,143.00	1,143.00	1,143.00	100%	1,143.00	0.00	0.00	0.00	0.00
55	Paint	1,143.00	1,143.00	1,143.00	100%	1,143.00	0.00	0.00	0.00	0.00
56	Temporary Fence	24,000.00	24,000.00	24,000.00	100%	24,000.00	0.00	0.00	0.00	0.00
57	<b>Change Orders</b>									
58	CO 01 - (CPR 01) Add In-Lash Values	1,698.00	1,698.00	1,698.00	100%	1,698.00	0.00	0.00	0.00	0.00
59	CO 02 - (CPR 02) Add Scaffolding	1,177.92	1,177.92	1,177.92	100%	1,177.92	0.00	0.00	0.00	0.00
60	CO 03 - (CPR 03) Re-Assemble In-Rear Driveway, Remove Porch Abutments	2,346.93	2,346.93	2,346.93	100%	2,346.93	0.00	0.00	0.00	0.00
61	CO 04 - (CPR 04) Add 1" PVC Channels	2,203.51	2,203.51	2,203.51	100%	2,203.51	0.00	0.00	0.00	0.00
62	CO 05 - (CPR 05) Add Washers, In-Floor Footwork, and SFI #6	5,498.63	5,498.63	5,498.63	100%	5,498.63	0.00	0.00	0.00	0.00
63	CO 06 - (CPR 06) Add Washers, In-Floor Footwork, and SFI #6	1,552.13	1,552.13	1,552.13	100%	1,552.13	0.00	0.00	0.00	0.00
64	CO 07 - (CPR 07) Add Washers, In-Floor Footwork, and SFI #6	1,812.18	1,812.18	1,812.18	100%	1,812.18	0.00	0.00	0.00	0.00
65	CO 08 - (CPR 08) Add Washers, In-Floor Footwork, and SFI #6	2,018.60	2,018.60	2,018.60	100%	2,018.60	0.00	0.00	0.00	0.00
66	CO 09 - (CPR 09) Add Washers, In-Floor Footwork, and SFI #6	1,018.30	1,018.30	1,018.30	100%	1,018.30	0.00	0.00	0.00	0.00
67	CO 10 - (CPR 10) Add Washers, In-Floor Footwork, and SFI #6	8,069.52	8,069.52	8,069.52	100%	8,069.52	0.00	0.00	0.00	0.00
68	CO 11 - (CPR 11) Add Washers, In-Floor Footwork, and SFI #6	2,296.21	2,296.21	2,296.21	100%	2,296.21	0.00	0.00	0.00	0.00
69	CO 12 - (CPR 12) Add Washers, In-Floor Footwork, and SFI #6	13,773.97	13,773.97	13,773.97	100%	13,773.97	0.00	0.00	0.00	0.00
70	CO 13 - (CPR 13) Add Washers, In-Floor Footwork, and SFI #6	3,428.86	3,428.86	3,428.86	100%	3,428.86	0.00	0.00	0.00	0.00
71	CO 14 - (CPR 14) Add Washers, In-Floor Footwork, and SFI #6	1,538.32	1,538.32	1,538.32	100%	1,538.32	0.00	0.00	0.00	0.00
72	CO 15 - (CPR 15) Add Washers, In-Floor Footwork, and SFI #6	1,260.00	1,260.00	1,260.00	100%	1,260.00	0.00	0.00	0.00	0.00
73	CO 16 - (CPR 16) Add Washers, In-Floor Footwork, and SFI #6	8,450.00	8,450.00	8,450.00	100%	8,450.00	0.00	0.00	0.00	0.00
<b>GRAND TOTALS</b>		<b>2,618,309.51</b>	<b>2,618,309.51</b>	<b>2,618,309.51</b>	<b>100%</b>	<b>2,618,309.51</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

PAGE 5 OF 5

**CHRISTOPHER L. BATES**  
CONSTABLE PCT. 2  
JEFFERSON COUNTY



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

July 2, 2024

Rebekah Patin  
Jefferson County Auditor's Office

RE: Funds Transfer

Rebekah,

Please transfer \$2,000.00 from Acct #120-3066-425.10-05 (Extra Help) to Acct #120-3066-425.50-62 (Travel). This Request is for continued education and training for Constable and clerk. The conference would be for Lemit Continuing Education for Constables and Texas Justice Court Training Center for Constable Clerks. Please have it go before Commissioner's court on July 9, 2024.

Thank you,

Christopher Bates  
Constable, Pct. 2

**PUBLIC DEFENDER CONTRACT**  
**JEFFERSON COUNTY CRIMINAL DISTRICT COURTS**

**CONTRACT AGREEMENT**

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and DAVID E. GRAVE (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court<sup>1</sup>.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**Case Categories Covered:** Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction<sup>4</sup>.

**Compensation:** Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances<sup>5</sup>.

**Investigators and Experts Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

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<sup>1</sup> 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

<sup>2</sup> *Id.* at § 174.14 (“Awarding the Contract”).

<sup>3</sup> *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

<sup>4</sup> *Id.* at § 174.17 (“Scope of Contract”).

<sup>5</sup> *Id.* at § 174.25 (“Compensation and Payment Process”).

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible<sup>6</sup>.

**Term of Contract:** This contract becomes effective on July 1, 2024, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation<sup>7</sup>.

**Contract Termination:** This contract may be terminated at-will by either Attorney, or by the Courts<sup>8</sup>.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure<sup>9</sup>.

### **Standards of Representation**

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure<sup>10</sup>.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

<sup>6</sup> *Id.* at § 174.24 (“Investigators and Experts”).

<sup>7</sup> *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

<sup>8</sup> *Id.* at § 174.16 (“Term of Contract”).

<sup>9</sup> *Id.* at § 174.22 (“Standards of Representation”).

<sup>10</sup> *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).



substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized<sup>11</sup> fee voucher for approval by the Courts for payment<sup>12</sup>.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan<sup>13</sup>.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

**Caseload Limitations:** The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83<sup>rd</sup> Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."<sup>14</sup> Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

**Conflict:** It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest<sup>15</sup>. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

<sup>11</sup> Voucher is to be itemized by client cases resolved, and not itemized by the hour.

<sup>12</sup> 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

<sup>13</sup> *Id.* at § 174.18 ("Minimum Attorney Qualifications").

<sup>14</sup> *Id.* at § 174.21 ("Caseload Limitations").

<sup>15</sup> *Id.* at § 174.23 ("Conflicts of Interest").

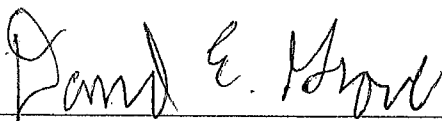
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

**Forum Selection with Regard to Disputes between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought<sup>16</sup>.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

  
 Contract Public Defender [contractor]

08548500  
 SBOT Number


6/27/2024  
 Date

<sup>16</sup>*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:

  
Criminal District Court Judge  
[appointing authority]

6/26/24  
Date

  
County Judge,  
Jefferson County, Texas  
[contracting authority]

7.3.24  
Date

\_\_\_\_\_  
252<sup>nd</sup> District Court Judge  
[appointing authority]

\_\_\_\_\_  
Date

NAME	AMOUNT	CHECK NO. 56	TOTAL
JURY FUND			
CHAPMAN VENDING	282.93	519086	282.93**
ROAD & BRIDGE PCT.#1			
ACE IMAGEWEAR	57.66	518988	
MARTIN MARIETTA MATERIALS	786.98	519055	
WALLER COUNTY ASPHALT	3,855.86	519059	
FUNCTION 4 LLC	31.00	519064	
GULF COAST	618.32	519077	5,349.82**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	106.93	518963	
ENTERGY	222.67	518972	
BUMPER TO BUMPER	99.36	519032	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	129.80	519052	
FUNCTION 4 LLC	31.00	519064	589.76**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,769.74	518953	
FARM & HOME SUPPLY	333.93	518968	
VULCAN MATERIALS CO.	2,340.60	519002	
LOWE'S HOME CENTERS, INC.	82.31	519021	
TRANSIT & LEVEL CLINIC LLC	237.98	519057	
FUNCTION 4 LLC	62.00	519064	
GULF COAST	4,008.15	519077	
RICHARD SAVANT	473.76	519078	
MUNRO'S UNIFORM SERVICES, LLC	23.95	519092	
KING RANCH AG AND TURF	463.03	519108	10,795.45**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	313.07	518949	
W.W. GRAINGER, INC.	144.78	518970	
ENTERGY	1,263.73	518972	
T. JOHNSON INDUSTRIES, INC.	721.05	518975	
M&D SUPPLY	116.28	518977	
SOUTHEAST TEXAS WATER	82.50	518990	
JASON'S DELI	1,515.50	519009	
UNITED STATES POSTAL SERVICE	3.74	519014	
UNDERGROUND INC.	247.71	519028	
MARTIN PRODUCT SALES LLC	7,598.25	519035	
ON TIME TIRE	125.00	519044	
FUNCTION 4 LLC	52.00	519064	
O'REILLY AUTO PARTS	513.37	519071	
GULF COAST	276.75	519077	
ODP BUSINESS SOLUTIONS, LLC	2.79	519090	
MUNRO'S UNIFORM SERVICES, LLC	332.38	519092	13,308.90**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	2.11	519014	
FUNCTION 4 LLC	62.00	519064	
FUNCTION 4 LLC	93.11	519065	
ODP BUSINESS SOLUTIONS, LLC	500.61	519090	657.83**
PARKS & RECREATION			
ENTERGY	122.10	518972	
GULF COAST	14,847.30	519077	14,969.40**
GENERAL FUND			
TAX OFFICE			
PITNEY BOWES INC	1,159.57	518979	
ACE IMAGEWEAR	42.84	518988	
AT&T	156.57	518995	
UNITED STATES POSTAL SERVICE	604.87	519014	
UNITED STATES POSTAL SERVICE	31.00	519015	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	155.00	519064	2,149.85*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.64	519014	
FUNCTION 4 LLC	31.00	519064	
ODP BUSINESS SOLUTIONS, LLC	296.29	519090	327.93*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	518991	
UNITED STATES POSTAL SERVICE	6.35	519014	
FUNCTION 4 LLC	31.00	519064	
ODP BUSINESS SOLUTIONS, LLC	207.36	519090	284.66*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	224.44	519007	
UNITED STATES POSTAL SERVICE	495.62	519014	
UNITED STATES POSTAL SERVICE	30.11	519015	
FUNCTION 4 LLC	93.00	519064	
ODP BUSINESS SOLUTIONS, LLC	482.26	519090	1,325.43*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	2.00	519014	
MELISSA MEWA	27.27	519020	
J.T. HAYNES	500.00	519034	
FUNCTION 4 LLC	31.00	519064	
BRADLEY LAW FIRM	500.00	519083	1,060.27*
RISK MANAGEMENT			
FUNCTION 4 LLC	31.00	519064	31.00*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	166.28	519014	
FUNCTION 4 LLC	62.00	519064	228.28*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	519064	
FUNCTION 4 LLC	566.10	519065	
AMAZON CAPITAL SERVICES	1,004.21	519094	
FIRST CITIZENS BANK	499.00	519100	2,419.31*
PURCHASING DEPARTMENT			
THE EXAMINER	670.00	518966	
PORT ARTHUR NEWS, INC.	287.16	518980	
UNITED STATES POSTAL SERVICE	33.87	519014	
FUNCTION 4 LLC	31.00	519064	1,022.03*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	518951	
CASH ADVANCE ACCOUNT	75.00	518974	
INTERFACE EAP, INC	1,314.90	519006	
VERIZON WIRELESS	303.94	519012	
CROWN CASTLE INTERNATIONAL	1,999.98	519029	
MCGRIFF INSURANCE SERVICES, INC	255.00	519091	
3RD COAST LAWNCARE LLC	7,150.00	519106	11,123.82*
DATA PROCESSING			
FUNCTION 4 LLC	31.00	519064	
AMAZON CAPITAL SERVICES	109.96	519094	140.96*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	304.82	519014	
FUNCTION 4 LLC	31.00	519064	335.82*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
PENSKE TRUCK LEASING CO LP	2,780.92	519027	
AT&T MOBILITY	1,013.97	519056	
FUNCTION 4 LLC	31.00	519064	3,825.89*
DISTRICT ATTORNEY			
DELL MARKETING L.P.	1,585.78	518964	
CASH ADVANCE ACCOUNT	45.00	518974	
UNITED STATES POSTAL SERVICE	288.80	519014	
FUNCTION 4 LLC	155.00	519064	2,074.58*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	341.76	519014	
FUNCTION 4 LLC	31.00	519064	
ODP BUSINESS SOLUTIONS, LLC	394.44	519090	767.20*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	900.00	518952	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	1,987.50	518957	
THOMAS J. BURBANK PC	1,935.00	518960	
FUNCTION 4 LLC	62.00	519064	4,884.50*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	39.95	518992	
UNITED STATES POSTAL SERVICE	.64	519014	
FUNCTION 4 LLC	31.00	519064	71.59*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.28	519014	
FUNCTION 4 LLC	31.00	519064	32.28*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	11.60	519014	
FUNCTION 4 LLC	31.00	519064	42.60*
172ND DISTRICT COURT			
FUNCTION 4 LLC	31.00	519064	31.00*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	900.00	518960	
WENDELL RADFORD	800.00	518984	
CDW COMPUTER CENTERS, INC.	267.84	519007	
UNITED STATES POSTAL SERVICE	12.53	519014	
ADA V. CHRISTY, CSR	770.00	519024	
WILLIAM MARCUS WILKERSON	900.00	519047	
M.K. HAMZA, PHD, P.A.	3,200.00	519048	
FUNCTION 4 LLC	62.00	519064	6,912.37*
279TH DISTRICT COURT			
ANITA F. PROVO	247.50	518983	
NATHAN REYNOLDS, JR.	352.00	518985	
BRITTANIE HOLMES	660.00	519046	
FUNCTION 4 LLC	31.00	519064	
JULLIANA REYES	319.00	519070	
SHELANDER LAW OFFICE	440.00	519087	2,049.50*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.88	519014	
FUNCTION 4 LLC	31.00	519064	31.88*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	47.92	519014	
FUNCTION 4 LLC	31.00	519064	78.92*
JUSTICE COURT-PCT 1 PL 2			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	53.39	519014	
FUNCTION 4 LLC	31.00	519064	
ODP BUSINESS SOLUTIONS, LLC	115.45	519090	199.84*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	519064	
ODP BUSINESS SOLUTIONS, LLC	149.42	519090	180.42*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	39.73	519014	
FUNCTION 4 LLC	31.00	519064	70.73*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	69.12	519015	
FUNCTION 4 LLC	31.00	519064	100.12*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	13.13	519014	
FUNCTION 4 LLC	31.00	519064	44.13*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK PC	750.00	518960	
CHARLES ROJAS	300.00	519008	
UNITED STATES POSTAL SERVICE	5.76	519014	
WILLIAM MARCUS WILKERSON	250.00	519047	
FUNCTION 4 LLC	31.00	519064	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	519085	1,586.76*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	250.00	518954	
DONALD BOUDREAUX	250.00	518958	
THOMAS J. BURBANK PC	250.00	518960	
A. MARK FAGGARD	400.00	518967	
EDWARD B. GRIPON, M.D., P.A.	795.00	518971	
MARVA PROVO	1,050.00	518982	
NATHAN REYNOLDS, JR.	250.00	518985	
SIERRA SPRING WATER CO. - BT	36.98	519016	
LANGSTON ADAMS	400.00	519023	
JOEL WEBB VAZQUEZ	1,150.00	519030	
JENNIFER DELAGE	800.00	519060	
FUNCTION 4 LLC	31.00	519064	
BENJAMIN ALAN JEFFERIES	300.00	519098	5,962.98*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.64	519014	
LAWRENCE E THORNE III	3,134.90	519041	
KENT W JOHNS	1,000.00	519043	
FUNCTION 4 LLC	31.00	519064	
RICHARD D HUGHES ATTORNEY AT LAW	1,800.00	519082	5,966.54*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	8.32	519014	
FUNCTION 4 LLC	31.00	519064	
ODP BUSINESS SOLUTIONS, LLC	860.16	519090	899.48*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	519064	124.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	33.21	518963	
MOORMAN & ASSOCIATES, INC.	2,210.00	518978	
AT&T	49.73	518993	
UNITED STATES POSTAL SERVICE	1,250.50	519014	

NAME	AMOUNT	CHECK NO. 60	TOTAL
UNITED STATES POSTAL SERVICE	297.36	519015	
FUNCTION 4 LLC	310.00	519064	
COTTON CARGO	496.00	519075	
BEAUMONT OCCUPATIONAL SERVICES	556.35	519096	
CRIME LABORATORY			5,203.15*
AGILENT TECHNOLOGIES	796.64	518956	
ULINE SHIPPING SUPPLY SPECIALI	50.06	519000	
FUNCTION 4 LLC	31.00	519064	
JAIL - NO. 2			877.70*
JOHNSTONE SUPPLY	145.02	518955	
ECOLAB	1,199.82	518965	
W.W. GRAINGER, INC.	317.56	518970	
ENTERGY	40,259.27	518972	
KIRKSEY'S SPRINT PRINTING	24.95	518976	
M&D SUPPLY	103.38	518977	
SHERWIN-WILLIAMS	224.56	518989	
WHOLESALE ELECTRIC SUPPLY CO.	2,637.50	519003	
WORTH HYDROCHEM OF THE GULF COAST	390.00	519004	
COOK'S CORRECTIONAL	863.77	519018	
LOWE'S HOME CENTERS, INC.	3.78	519021	
GALLS LLC	605.15	519053	
BOUDREAUX'S TRUCK & TRAILER REPAIR	40.00	519058	
FUNCTION 4 LLC	217.00	519064	
LASALLE CORRECTIONS VI LLC	57,000.00	519072	
TRINITY SERVICES GROUP INC	46,384.09	519076	
ODP BUSINESS SOLUTIONS, LLC	456.74	519090	
JUVENILE PROBATION DEPT.			150,872.59*
TEXAS PROBATION ASSOCIATION	350.00	518997	
CHERYL TARVER	40.20	519005	
UNITED STATES POSTAL SERVICE	5.60	519014	
ROXANA MITCHELL	161.47	519054	
FUNCTION 4 LLC	93.00	519064	
SHERONDA LEE	32.16	519067	
BRENDA WOOD	120.60	519081	
NICOLE BONSALE	81.74	519095	
LAQUITA TORRES	107.20	519099	
NAKIA FOBBS	69.01	519109	
JUVENILE DETENTION HOME			1,060.98*
FUNCTION 4 LLC	31.00	519064	
BIG THICKET PLUMBING INC	315.29	519069	
CONSTABLE PCT 1			346.29*
UNITED STATES POSTAL SERVICE	50.22	519014	
FUNCTION 4 LLC	31.00	519064	
CONSTABLE-PCT 4			81.22*
FUNCTION 4 LLC	31.00	519064	
ODP BUSINESS SOLUTIONS, LLC	294.57	519090	
CONSTABLE-PCT 6			325.57*
UNITED STATES POSTAL SERVICE	19.25	519014	
FUNCTION 4 LLC	31.00	519064	
CONSTABLE PCT. 8			50.25*
FUNCTION 4 LLC	31.00	519064	
AGRICULTURE EXTENSION SVC			31.00*
CASH ADVANCE ACCOUNT	262.74	518974	
FUNCTION 4 LLC	31.00	519064	
ODP BUSINESS SOLUTIONS, LLC	81.09	519090	



NAME	AMOUNT	CHECK NO. <sup>61</sup>	TOTAL
REBECCA CARPENTER	73.60	519097	
HEALTH AND WELFARE NO. 1			448.43*
BROUSSARD'S MORTUARY	900.00	518959	
UNITED STATES POSTAL SERVICE	47.60	519014	
PROCTOR'S MORTUARY INC	900.00	519040	
FUNCTION 4 LLC	62.00	519064	
HEALTH AND WELFARE NO. 2			1,909.60*
GABRIEL FUNERAL HOME, INC.	900.00	518969	
UNITED STATES POSTAL SERVICE	205.63	519015	
SIERRA SPRING WATER CO. - BT	41.47	519017	
TEXAS GAS SERVICE	70.00	519025	
FUNCTION 4 LLC	62.00	519064	
NURSE PRACTITIONER			1,279.10*
FUNCTION 4 LLC	31.00	519064	
ENVIRONMENTAL CONTROL			31.00*
POSTMASTER	292.00	518981	
AT&T	48.19	518994	
LAMAR INSTITUTE OF TECHNOLOGY	25.00	519022	
FUNCTION 4 LLC	31.00	519064	
INDIGENT MEDICAL SERVICES			396.19*
CARDINAL HEALTH 110 INC	28,966.94	519050	
MAINTENANCE-BEAUMONT			28,966.94*
BRYPSTAR CONTRACTING, INC.	10,030.00	518950	
SPIDLE & SPIDLE	1,837.39	518953	
JOHNSTONE SUPPLY	252.24	518955	
CITY OF BEAUMONT - WATER DEPT.	12,737.05	518961	
W.W. GRAINGER, INC.	639.30	518970	
ENTERGY	480.64	518972	
HYDRO-CLEAN SERVICES, INC.	615.00	518973	
RITTER @ HOME	19.98	518986	
SANITARY SUPPLY, INC.	1,787.70	518987	
ACE IMAGEWEAR	183.77	518988	
WORTH HYDROCHEM OF THE GULF COAST	290.00	519004	
FUNCTION 4 LLC	31.00	519064	
REXEL USA INC	318.91	519068	
MAINTENANCE-PORT ARTHUR			29,222.98*
CITY OF PORT ARTHUR - WATER DEPT.	637.87	518962	
SOLAR	338.81	519019	
COWBOY POWERSPORTS	175.49	519033	
FUNCTION 4 LLC	93.00	519064	
PARKER'S BUILDING SUPPLY	190.00	519093	
MAINTENANCE-MID COUNTY			1,435.17*
CITY OF NEDERLAND	109.44	518963	
ENTERGY	486.99	518972	
FUNCTION 4 LLC	31.00	519064	
SERVICE CENTER			627.43*
JEFFERSON CTY. TAX OFFICE	7.50	519010	
JEFFERSON CTY. TAX OFFICE	7.50	519011	
FUNCTION 4 LLC	31.00	519064	
VETERANS SERVICE			46.00*
UNITED STATES POSTAL SERVICE	3.47	519014	
UNITED STATES POSTAL SERVICE	25.57	519015	
FUNCTION 4 LLC	62.00	519064	
MOSQUITO CONTROL FUND			91.04*
			279,689.30**

NAME	AMOUNT	CHECK NO. 62	TOTAL
CITY OF NEDERLAND	64.33	518963	
ACE IMAGEWEAR	148.84	518988	
AT&T	50.68	518996	
UNITED PARCEL SERVICE	26.10	519001	
FUNCTION 4 LLC	31.00	519064	
PRO PEST AND LAWN STORE	6,615.00	519066	
CY-FAIR TIRE	27.45	519074	
ES OPCO USA LLC	176,596.00	519080	
DYNAMIC POWER SYSTEMS	643.65	519104	
			184,203.05**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	519064	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,277.50	519079	
			1,277.50**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	499.28	519049	
FUNCTION 4 LLC	31.00	519064	
			530.28**
EMPG GRANT			
FUNCTION 4 LLC	31.00	519064	
FUNCTION 4 LLC	46.51	519065	
			77.51**
COMMUNITY SUPERVISION FND			
TEXAS DEPT OF LICENSING &	200.00	518999	
UNITED STATES POSTAL SERVICE	72.62	519014	
UNITED STATES POSTAL SERVICE	46.72	519015	
FUNCTION 4 LLC	62.00	519064	
			381.34**
MENTALLY IMPAIRED OFFEND.			
TEXAS ASSN. OF COUNTIES - RISK	323.00	518998	
			323.00**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	7.18	518977	
TEXAS ASSN. OF COUNTIES - RISK	1,212.00	518998	
FUNCTION 4 LLC	31.00	519064	
			1,250.18**
DRUG DIVERSION PROGRAM			
TEXAS ASSN. OF COUNTIES - RISK	1,010.00	518998	
FUNCTION 4 LLC	31.00	519064	
			1,041.00**
COUNTY RECORDS MANAGEMENT			
DELL MARKETING L.P.	2,032.63	518964	
			2,032.63**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	238.69	518961	
CASH ADVANCE ACCOUNT	430.32	518974	
ALLIANCE MECHANICAL SERVICES	405.00	519031	
TACVB	1,310.00	519037	
FUNCTION 4 LLC	31.00	519064	
FUNCTION 4 LLC	622.86	519065	
MUNRO'S UNIFORM SERVICES, LLC	138.04	519092	
			3,175.91**
CRIME LAB FUNDING CJD			
CAYMAN CHEMICAL COMPANY	151.00	519039	
			151.00**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	519064	
			62.00**
AIRPORT FUND			

NAME	AMOUNT	CHECK NO. 63	TOTAL
CITY OF NEDERLAND	314.73	518963	
SANITARY SUPPLY, INC.	339.27	518987	
LOWE'S HOME CENTERS, INC.	36.95	519021	
DISH NETWORK	119.18	519036	
ATTABOY TERMITE & PEST CONTROL	150.00	519038	
FUNCTION 4 LLC	62.00	519064	
TITAN AVIATION FUELS	106,314.26	519073	
CY-FAIR TIRE	168.61	519074	
ODP BUSINESS SOLUTIONS, LLC	221.57	519090	
PSX INC	1,825.00	519103	
SE TX EMP. BENEFIT POOL			109,551.57**
SECURIAN LIFE INSURANCE COMPANY	20,901.23	519101	
MADISON NATIONAL LIFE INSURANCE COM	8,208.27	519102	
RETIREE FIRST	186,391.40	519105	
SETEC FUND			215,500.90**
INDUSTRIAL & COMMERCIAL MECHANICAL	744.00	519045	
SHERIFF'S FORFEITURE FUND			744.00**
ONSITE AVIONICS LLC	1,696.50	519051	
PAYROLL FUND			1,696.50**
JEFFERSON CTY. - FLEXIBLE SPENDING	17,750.20	518930	
CLEAT	4,957.00	518931	
JEFFERSON CTY. TREASURER	13,753.90	518932	
INTERNAL REVENUE SERVICE	208.00	518933	
JEFFERSON CTY. COMMUNITY SUP.	6,300.20	518934	
JEFFERSON CTY. TREASURER - HEALTH	558,369.85	518935	
JEFFERSON CTY. TREASURER - GENERAL	10.00	518936	
JEFFERSON CTY. TREASURER - PAYROLL	2,168,132.91	518937	
JEFFERSON CTY. TREASURER - PAYROLL	737,202.23	518938	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,020.75	518939	
JEFFERSON CTY. TREASURER - TCDRS	863,084.19	518940	
JEFFERSON COUNTY TREASURER	3,824.87	518941	
JEFFERSON COUNTY - TREASURER -	9,940.96	518942	
NECHES FEDERAL CREDIT UNION	30,394.43	518943	
JEFFERSON COUNTY - NATIONWIDE	57,161.24	518944	
SBA - U S DEPARTMENT OF TREASURY	309.28	518945	
ALLSTATE BENEFITS	6,587.42	518946	
CHUBB	6,381.63	518947	
U S DEPARTMENT OF THE TREASURY	201.49	518948	
NECHES FEDERAL CREDIT UNION	30,394.43	519026	
LANGUAGE ACCESS FUND			4,516,984.98**
ANITA U SEPEDA	100.00	519042	
MASTERWORD SERVICES, INC	816.84	519088	
ARPA CORONAVIRUS RECOVERY			916.84**
HONESTY ENVIRONMENTAL SERVICES, INC	4,590.00	519084	
J C ASSISTANCE DISTRICT 4			4,590.00**
ENTERGY	10.74	518972	
GUARDIANSHIP FEE			10.74**
ANITA F. PROVO	250.00	518983	
MARINE DIVISION			250.00**
CITY OF NEDERLAND	23.40	518963	
2023 PORT SECURITY GRANT			23.40**
PATRIOT AIRBOAT CORP	95,500.00	519107	
			95,500.00**
			5,465,948.72***



I, \_\_\_\_\_ County Clerk of Jefferson County, Texas do hereby certify that the within instrument was filed for registration in my office and duly recorded on \_\_\_\_\_, 2024, in County Clerk's File No. \_\_\_\_\_ Jefferson County Plat Records.

County Clerk, Jefferson County, Texas

By: \_\_\_\_\_ Deputy

Surveyor's Notes:

- (1) This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon.
(2) No underground utilities or other improvements were located or shown as a part of this survey.
(3) All coordinates are based on the NAD 83 Texas State Plane Coordinate System, Texas South Central Zone (4204).
(4) According to FEMA's Flood Insurance Rate Map (FIRM) No. 480385 0360 C, dated August 06, 2002, the subject tract appears to be located in Flood Zone X. Flood Zone location is based on scaled FIRM only.
(5) To comply with TxDOT driveway policy, the 30'x120' driveway easement shown is to facilitate a single common shared driveway for both lots.

LEGAL NOTE DESCRIPTION - 13.00 Acres

Being a 13.00 acre tract of land laying in the L. Hampshire Survey, Abstract No. 1, Jefferson County, Texas, being the same 13,000 acre tract of land described in an instrument to Nicholas Brandon Luquette, of record in Clerk's File No. 2023004400 of the Official Public Records of Jefferson County, Texas, being that same tract of land described in an instrument to Vivian Broussard Smith, et al, recorded in Clerk's File No. 9831966 of said Official Public Records, said 13.00 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point for the East corner of that certain called 1.1686 acre tract of land described in an instrument to Neches Pipeline System, of record in County Clerk's File No. 2023003511 of said Official Public Records and being an exterior angle point of the herein described tract, from which a 1/2-inch iron rod found bears N 25°54'05" W a distance of 0.78 feet and marking the Northwesterly right of way line of State Highway 124 (aka Fannett Road, right of way width varies), said point having a Texas State Plane Coordinate Value of N: 13,891,905.31, E: 3,458,665.57;

THENCE N 25°54'05" W, with the northeasterly line of said 1.1686 acre tract and a southeasterly line of the herein described tract a distance of 200.84 feet to a 1/2-inch iron rod found marking the north corner of said 1.1686 acre tract and being an interior angle point of the herein described tract;

THENCE S 64°11'05" W, with the northwesterly line of said 1.1686 acre tract and a southeasterly line of the herein described tract a distance of 308.56 feet to a 1/2-inch iron rod found in the northeasterly line of Tract 2 (called 10.583 acre tract of land) described in an instrument to Cinch Investments, LLC, of record in Clerk's File No. 2022035531 of said Official Public Records, for the west corner of said 1.1686 acre tract and being an exterior corner of the herein described tract (from which a capped "Access Surveyors" found, bears S 54°16'48" E 228.41);

THENCE N 54°16'48" W, with the northeasterly line of said Tract 2 and the southwesterly line of the herein described tract a distance of 601.64 feet to a capped iron rod stamped "ACCESS SURVEYORS" found in the south line of that called 3.41 acre tract of land conveyed to Belford Duplantis, Jr. and Donald W. Shenk, of record in Clerk's File No. 2023021432 of the said Official Public Records and being the northwest corner of the herein described tract;

THENCE N 63°01'39" E, with the south line of said 3.41 acre tract and the northwesterly line of the herein described tract a distance of 829.27 feet to a capped iron rod stamped "ACCESS SURVEYORS" found in the south line of a portion of that tract of land conveyed to Cheryl H. Shenk, et vir, Donald W. Shenk, Sr., of record in Clerk's File No. 2011002490 of said Official Public Records, for the west corner of a 13.238 acre tract of land described in an instrument to Cinch Investments, LLC, of record in Clerk's File No. 20230038511 of said Official Public Records, for the northeast corner of the herein described tract;

THENCE S 54°16'48" E along the southwesterly line of said 13.238 acre tract and the northeasterly line of the herein described tract a distance of 635.19 feet to a capped iron rod stamped "ACCESS SURVEYORS" found in the northwesterly right of way line of said State Highway 124, the south corner of said 13.238 acre tract and an easterly corner of the herein described tract;

THENCE with the northwesterly right of way line of said State Highway 124, and the southeasterly line of the herein described tract the following courses and distances:

THENCE S 60°54'47" W, a distance of 216.74 feet to a 2-inch iron pipe found for corner;

THENCE S 64°11'52" W, a distance of 415.17 feet to the POINT AND PLACE OF BEGINNING, containing in area 13.000 acres of land, more or less.

DEVELOPMENT REGULATIONS NOTES:

No construction or other development within this Minor Plat may begin until all Jefferson County Development requirements have been met.

SCHOOL DISTRICT NOTE:

This Minor Plat is within the boundaries of the Hampshire Fannett ISD.

UTILITY NOTES:

Electric Utility Service will be provided by: Entergy Texas, Inc. Telephone Utility Service will be provided by: AT&T Gas Utility Service will be provided by: Unknown Water Utility Service will be provided by: West Jefferson County Municipal Water District Sewer Utility Service will be provided by: Unknown Cable Utility Service will be provided by: Satellite

SEWAGE DISPOSAL NOTE:

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

WATER SUPPLY NOTES:

No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rain water collection system.

PIPELINE EASEMENT NOTE:

All visible pipeline easement within the limits of the subdivision have been shown.

Surveyor's Certificate:

I, Scott N Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat complies with all existing rules and regulations of the office as adopted by commissioner's court of Jefferson County, Texas.

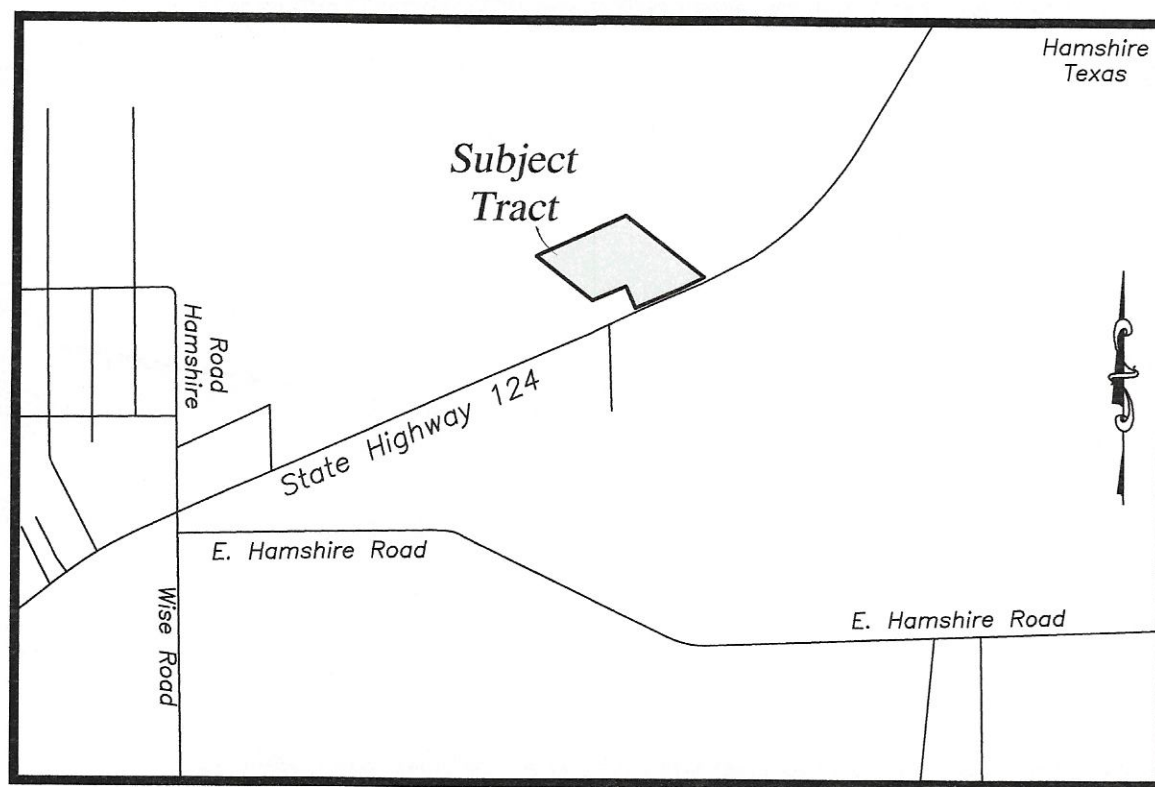
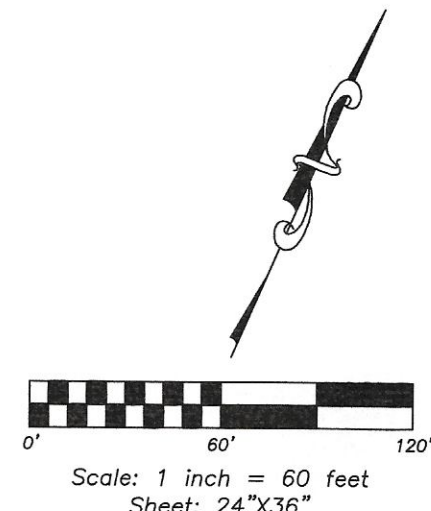
Dated: June 25, 2024.

Signature of Scott N. Brackin, Registered Professional Land Surveyor No. 6650



Access Surveyors, LLC Commercial - Industrial - Residential 11025 Old Voth Road - Beaumont, Texas 77713 Telephone (409) 838-6322 Facsimile 838-6122 www.access-surveyors.com & rpls5163@aol.com File: 2023359 FIRM No. 10136400 Technician: BAH

LEGEND: pipeline marker, valve, pipeline, POB Point Of Beginning, OPRJCT Official Public Records of Jefferson Co., Texas



Vicinity Map (Not to Scale)

Ownership Certificate:

State of Texas County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, that I, Nicholas Brandon Luquette, owner of that called 13.00 acre tract of land described in an instrument (Dated February 17, 2023), of record in Clerk's File No. 2023004400, OPRJCT, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 28th day of June, 2024.

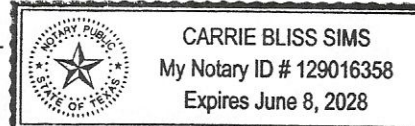
Signature of Nicholas Brandon Luquette (Owner)

State of Texas County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Nicholas Brandon Luquette known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 28th day of June, 2024.

Signature of Carrie Bliss Sims, Notary public in and for the state of Texas



CERTIFICATE OF COUNTY ENGINEERING:

I, \_\_\_\_\_, County Engineering of Jefferson County, Texas, DO HEREBY certify that the plat of this subdivision complies with all existing rules and regulations of this office adopted by the Commissioners Court of Jefferson County, Texas.

County Engineering

CERTIFICATE OF COUNTY APPROVAL TO WIT:

STATE OF TEXAS, COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, authorizing the filing of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner, Precinct No. 1 Jefferson County, Texas

Commissioner, Precinct No. 2 Jefferson County, Texas

Commissioner, Precinct No. 3 Jefferson County, Texas

Commissioner, Precinct No. 4 Jefferson County, Texas

County Judge Jefferson County, Texas

Table with 4 columns: Usage Rate - Gallons per Day (without water saving devices), Required Clear Area for OSSF (in Square Feet), Usage Rate - Gallons per Day (with water saving devices), Required Clear Area for OSSF (in Square Feet). Rows include Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft., Single Family Dwelling (3 Bedrooms) < 2500 sq. ft., Single Family Dwelling (4 Bedrooms) < 3500 sq. ft., Single Family Dwelling (5 Bedrooms) < 4500 sq. ft., Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.

Minor Plat of a 13.00 acre tract of land into Tracts 1 & 2 of the Luquette Addition out of the L. Hampshire Survey, Abstract No. 667, Jefferson County, Texas



# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

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

### Application

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

### Determination

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

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

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

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

### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

### Time Limits

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

### Existing Permits

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

## **GENERAL PRINCIPLES**

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

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

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

### Responsibility for Repairs

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

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

## **SPECIFICATIONS**

### General

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

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

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

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

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

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

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

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

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



Lines paralleling Method of Placement (See Standard Detail)

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

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

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

Pole, Lines, Location

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

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

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

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

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

Inspection Notice

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

### Line Markers

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

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

### Traffic Control

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

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

### Bonds

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

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

### Application Fee

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

## **ROUTE MAP**

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

Permit No. \_\_\_\_\_  
Precinct No. \_\_\_\_\_

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

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

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

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

\_\_\_\_\_ pages of drawings attached.

Construction will begin on or after \_\_\_\_\_ 20\_\_\_\_

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

Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

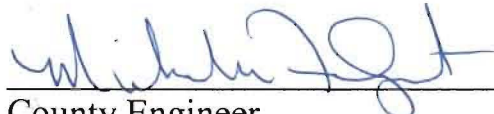
Enclosed, please find the required application fee:

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

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

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$N/A

  
\_\_\_\_\_  
County Engineer

07/09/2024  
\_\_\_\_\_  
Date

**COMMISSIONERS COURT ORDER**

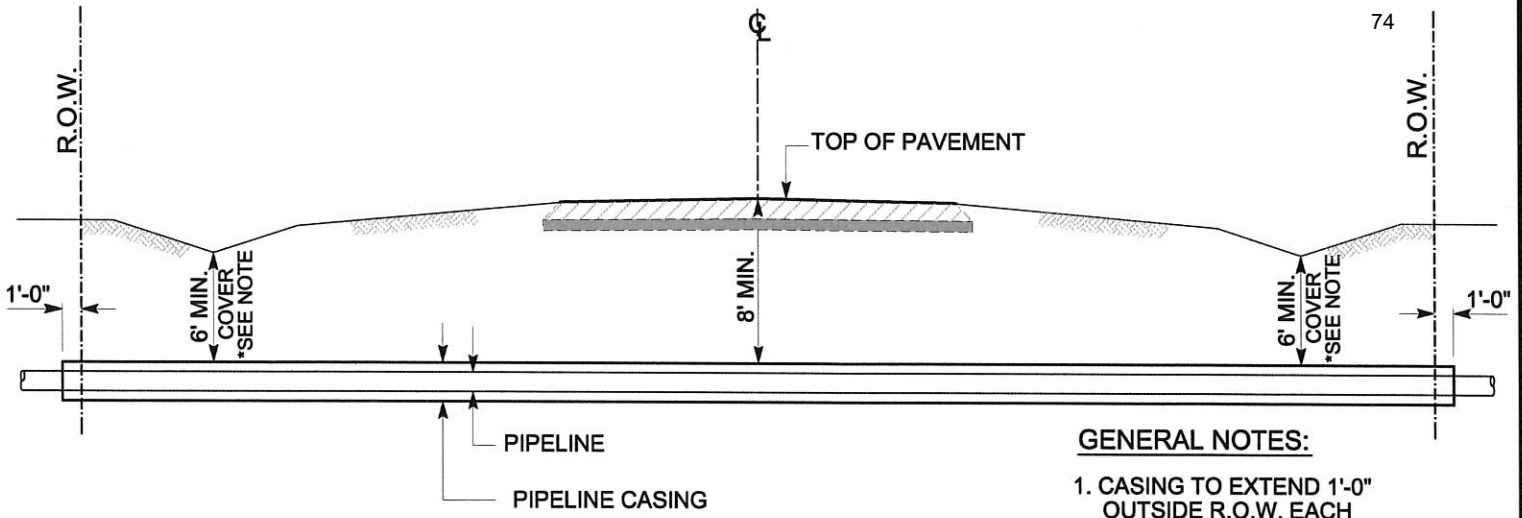
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation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

COMMISSIONERS COURT

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



ATTEST   
\_\_\_\_\_  
DATE 7/9/2024

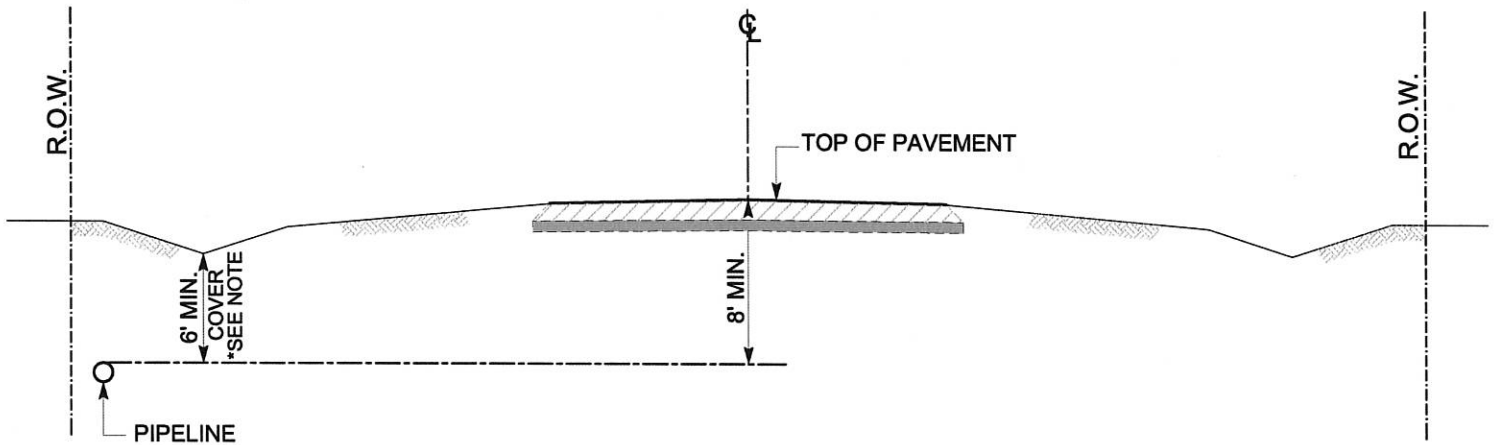


**GENERAL NOTES:**

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**2.) STANDARD PARALLEL LINE**

N.T.S



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

**NOTICE OF PROPOSED UTILITY LINE INSTALLATION  
ON JEFFERSON COUNTY, TEXAS RIGHTS OF WAYS  
(A02V6DB-BYERS-6849 SMITH RD)**

Date                    Wednesday, June 19, 2024

To:                     Jefferson County, Texas  
C/O:                    Ernest Clement, Engineering Specialist  
                             Engineering Dept.  
                             1149 Pearl Street, 5<sup>th</sup> floor  
                             Jefferson County Courthouse  
                             Beaumont, TX 77701

Office:                (409) 835-8584  
Via Email:            ernest.clement@jeffcotx.us

This letter is to provide notice of proposed work for providing public utility of data communications in the rights of ways of affected streets in the City's jurisdiction. Please see the plan set attachment for consideration of no objection to proposed work included with this request. Notice is hereby given that AT&T Communications "Company" is proposing work that affects rights of ways of the following streets that can be described as follows:

*PLACE FIBER OPTIC CABLE IN A PROPOSED 1.25" HDPE INNERDUCT AT THE EXISTING HAND HOLE LOCATED IN THE NORTH ROW OF SMITH RD, 1950 FEET NORTH OF I-10 C/L.*

The location and description of proposed work and appurtenances is more fully shown by drawings attached to this notice. Note applicant's exemption from providing engineer's seal to proposed drawings & other documents for projects below cost threshold per Texas Board of Professional Engineers and Land Surveyors

<https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf>

and concerning telecommunication purposes outlined in Occupations Code Title 6.

<https://statutes.capitol.texas.gov/docs/oc/html/oc.1001.htm>

The line will be constructed and maintained on the street right-of-way as shown on the attached drawings and as directed by the City in accordance with governing laws.

Company acknowledges proper traffic control measures complying with applicable portions of the Texas manual of uniform traffic control devices required for adoption by the "Uniform act regulating traffic on highways" (V.A.C.S. Art. 6701d). All work can be performed without interrupting the flow of traffic; however, if diverting traffic becomes necessary, TCP(1-1)-18 with lane closures has been included.

Proposed construction is requested to begin on or after Monday, July 22, 2024 or as soon as possible.

Firm:                    AT&T Communications Inc. C/O: Byers Engineering  
Requestor:            Byers Engineering for AT&T Communications Inc.  
By:                      Samuel Cowen, Byers Engineering: Permit Specialist

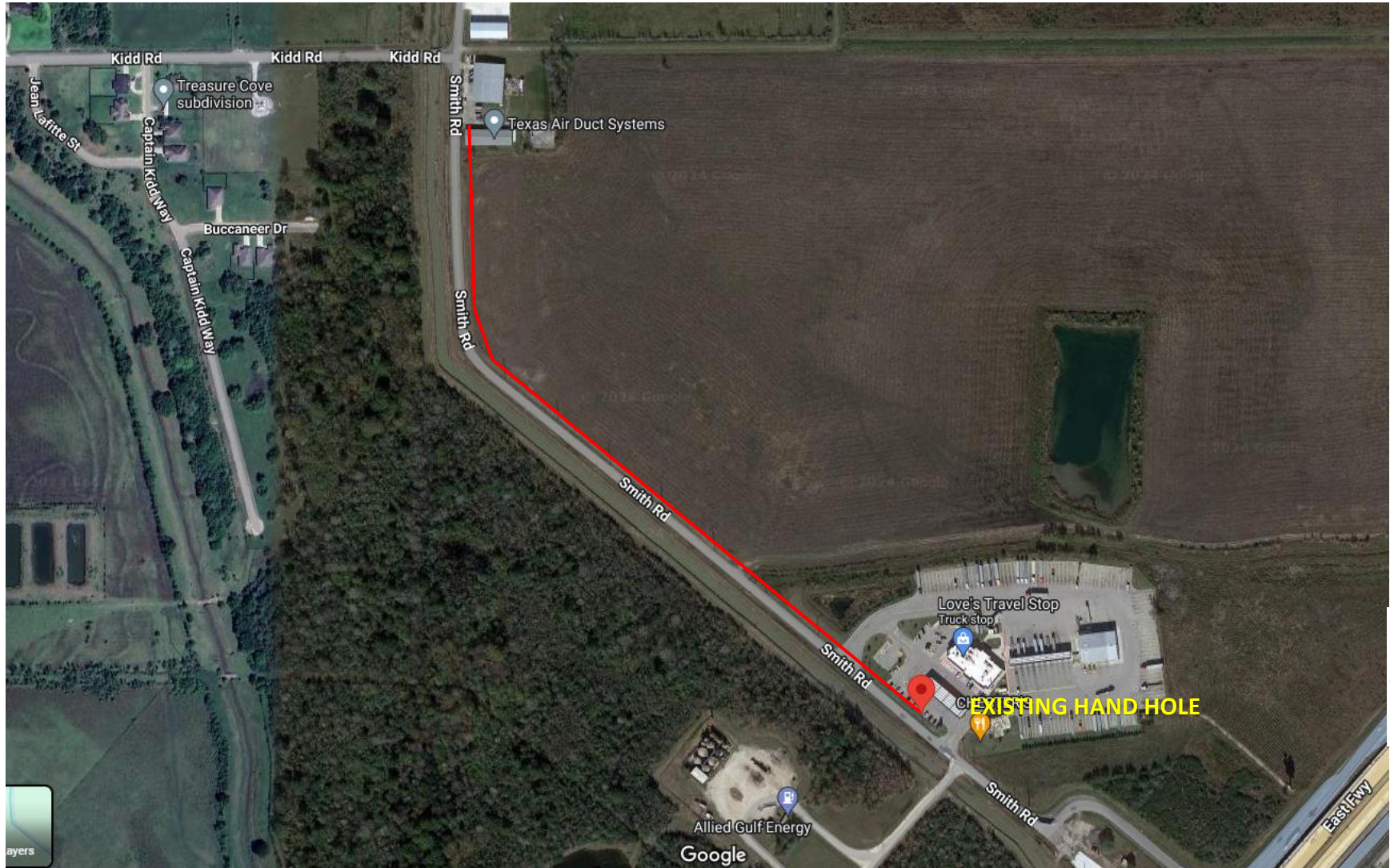
AT&T Communications Inc.  
208 South Akard Rm 1820, Dallas, TX 75202-4206  
(800) 246-8464 / (281) 374-3725 / [KV5274@ATT.COM](mailto:KV5274@ATT.COM)

Byers Engineering  
13430 NW Freeway Ste 250 Houston TX 77040-6020  
(713) 574-2142 / [FTH\\_PERMITS@BYERS.COM](mailto:FTH_PERMITS@BYERS.COM)



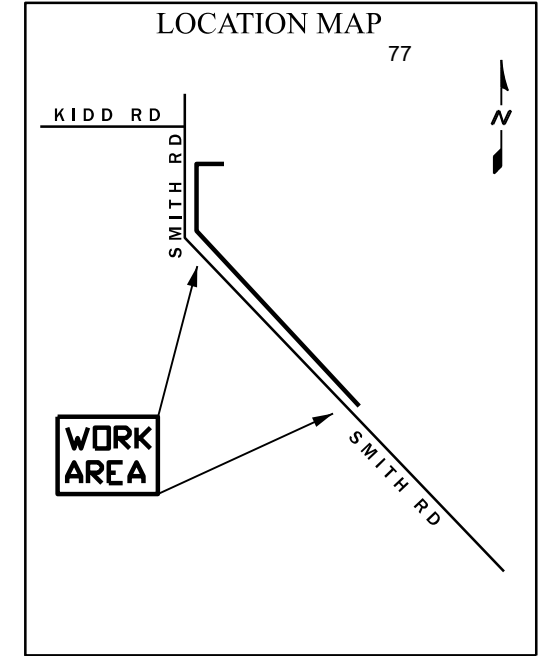
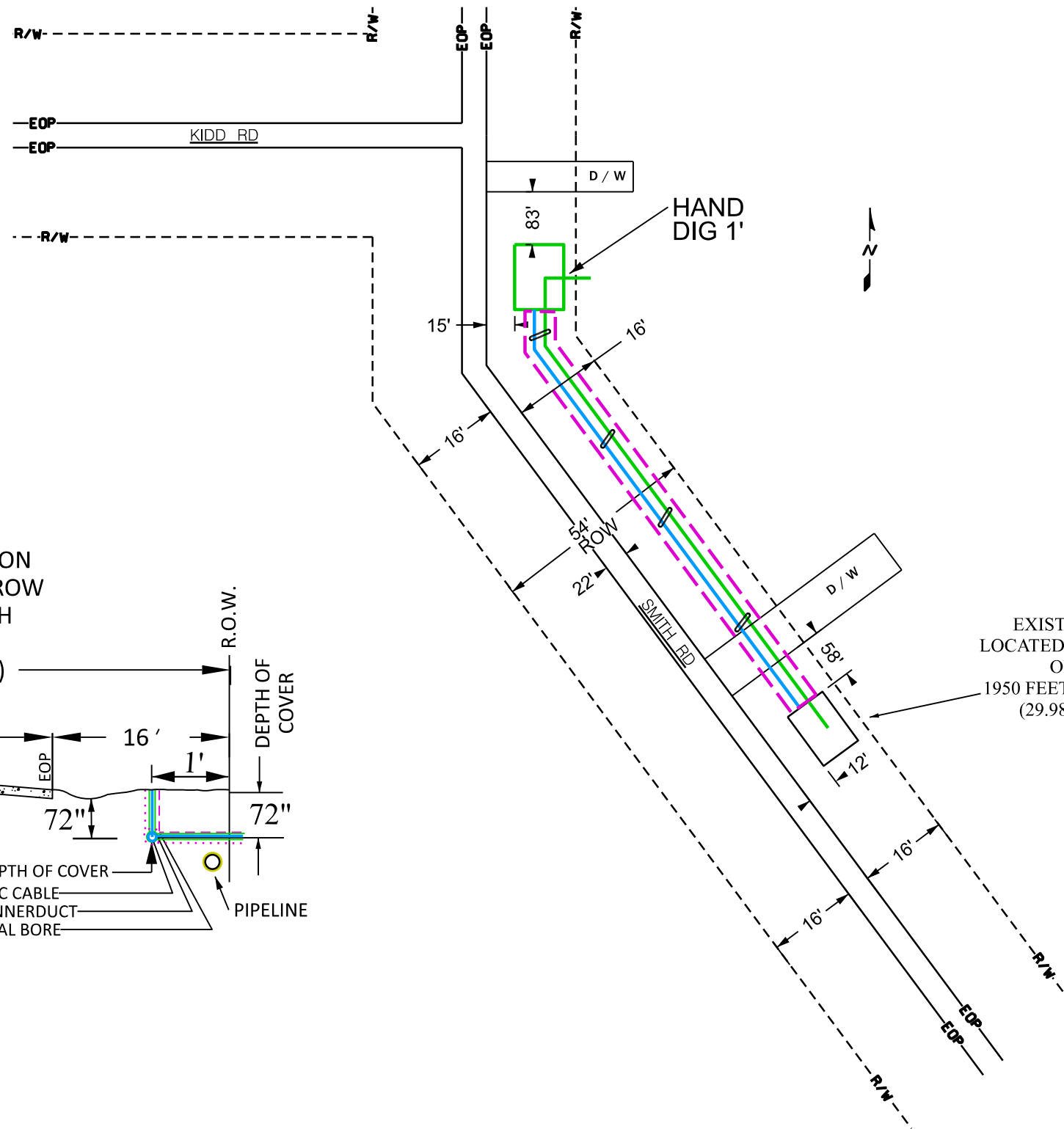
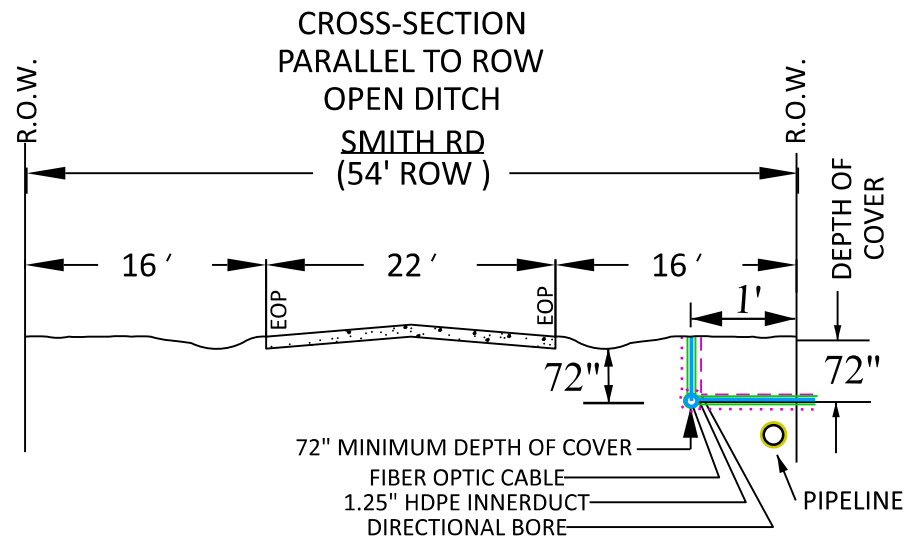
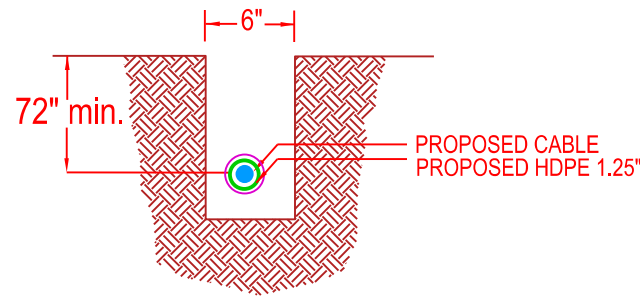
# PROJECT OVERVIEW

(A02V6DB-BYERS-6849 SMITH RD)





# TYPICAL TRENCH DETAIL



LEGEND		
☒	BORE PATH	---
☒	FIBER OPTIC CABLE	—
☒	PROPOSED CONDUIT.	—
☒	PROPOSED HANDHOLE 36" X 48" X 34"	HH
☒	EXISTING HANDHOLE	HH

REV: 00 REVDATE: 06.19.2024

PROJECT DESIGNATED ADDRESS:  
6849 SMITH RD  
BEAUMONT, TX 77705

PROJECT#:  
A02V6DB  
NOT TO SCALE

DRAWING NAME: A02V6DB-BYERS-6849 SMITH RD

ENGINEER ID: RH0424 BYERS P.O.C. SUBBA REDDY

**BYERS ENGINEERING COMPANY**

NOTE: APPLICANT'S EXEMPTION FROM PROVIDING ENGINEER'S SEAL TO PROPOSED DRAWINGS & OTHER DOCUMENTS PROJECTS BELOW COST THRESHOLD PER TEXAS BOARD OF PROFESSIONAL ENGINEERS  
<https://pels.texas.gov/downloads/tbpeisdagrammatic.pdf>  
 & TELECOMMUNICATION PURPOSES OUTLINED IN OCCUPATIONS CODE TITLE 6.  
<https://statutes.capitol.texas.gov/docs/oc/html/oc.1001.htm>

13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742  
 DRAWN BY: JOHN E. BOHLI PRINT: 1 OF: 1

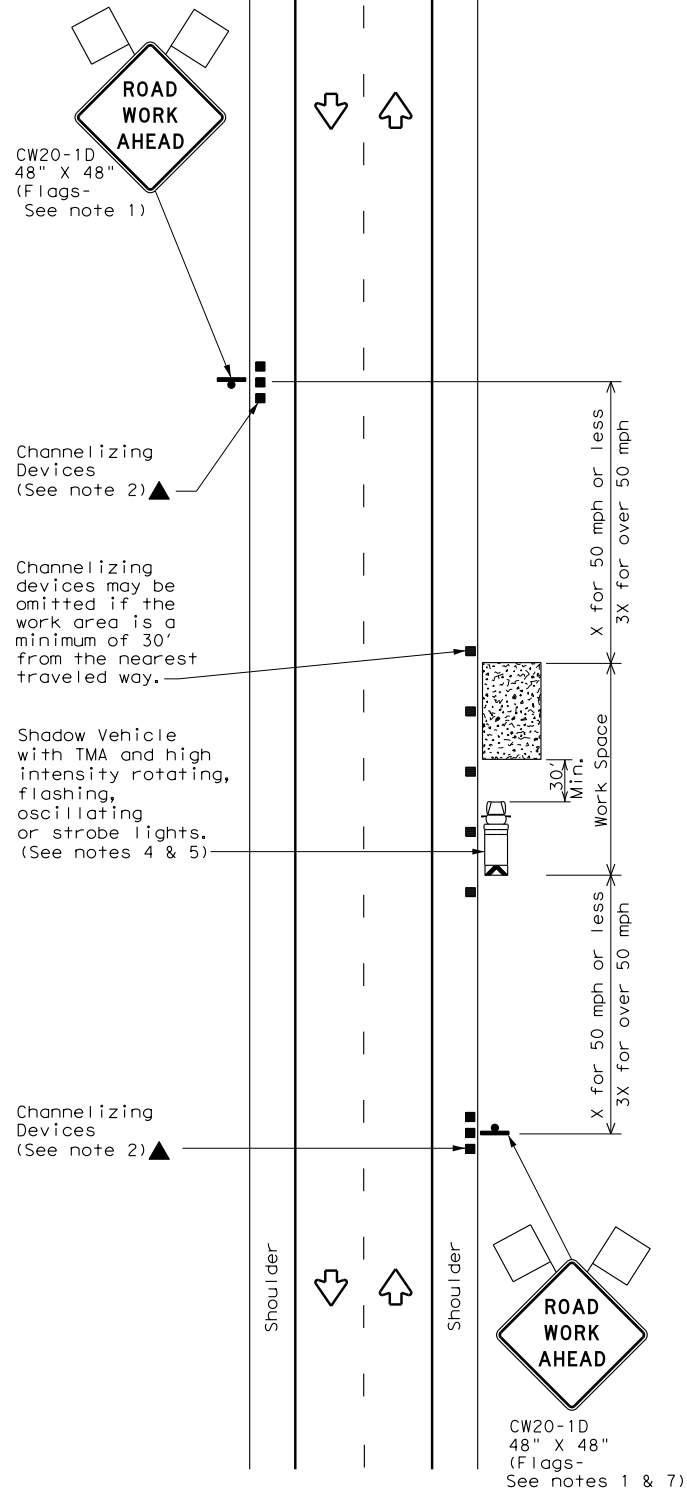
**TRAFFIC NOTES:**  
 1. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS)  
 2. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC. EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.



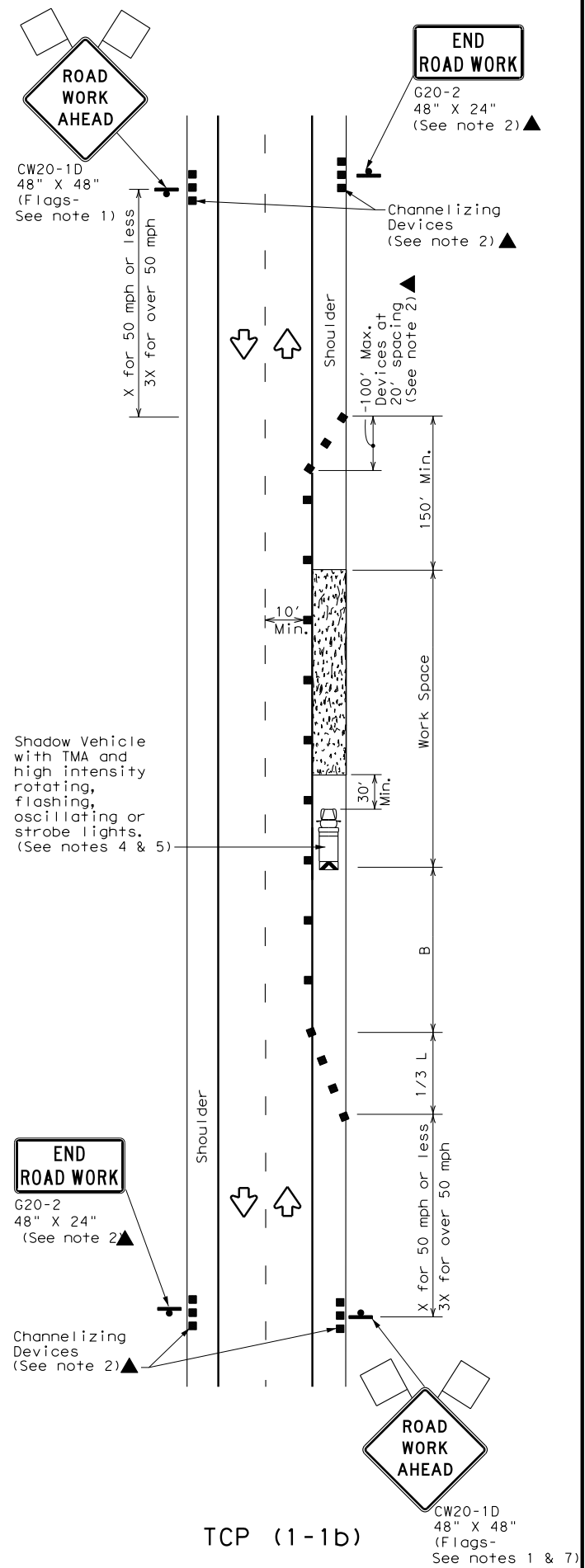
**JEFFERSON COUNTY**

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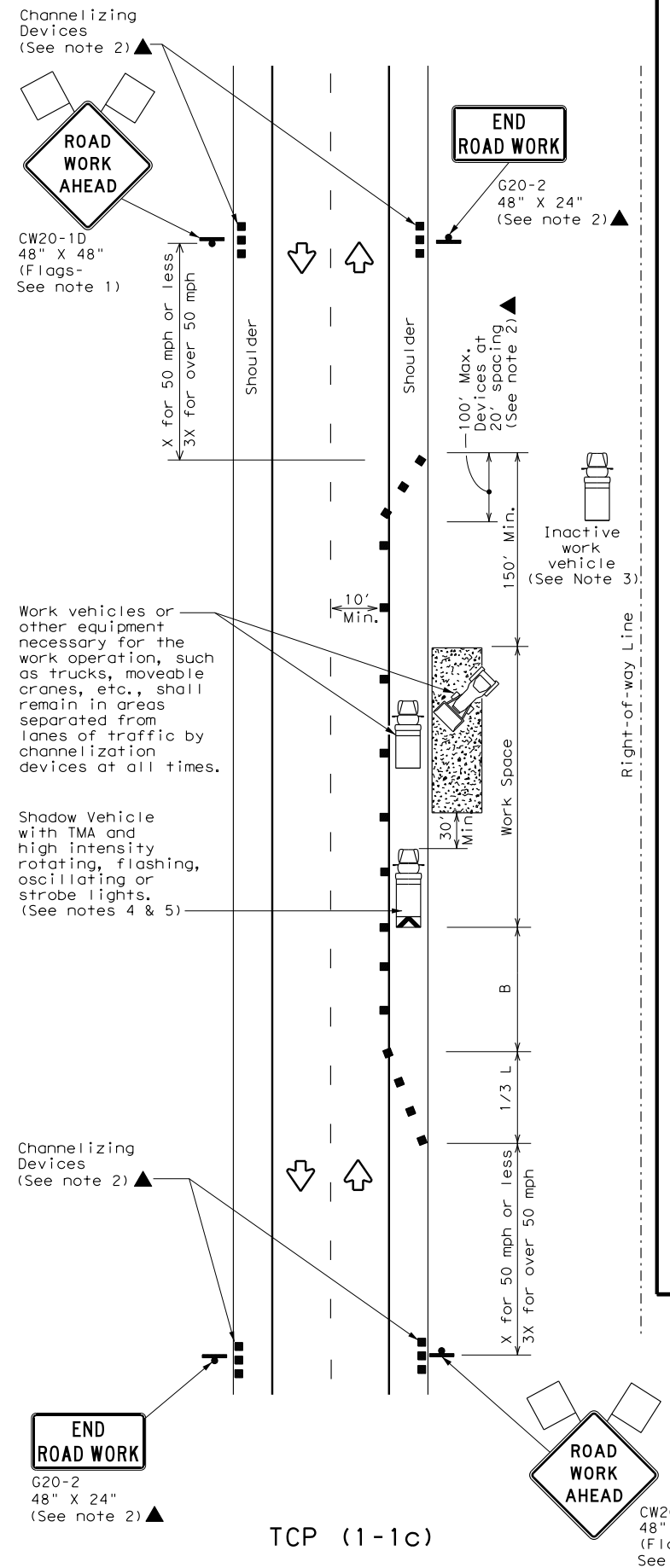
TCP (1-1a)

**WORK SPACE NEAR SHOULDER**  
Conventional Roads



TCP (1-1b)

**WORK SPACE ON SHOULDER**  
Conventional Roads



TCP (1-1c)

**WORK VEHICLES ON SHOULDER**  
Conventional Roads

78

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
  - See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
  - CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



**TRAFFIC CONTROL PLAN**  
**CONVENTIONAL ROAD**  
**SHOULDER WORK**

**TCP (1-1) - 18**

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98				
8-95 2-12				
1-97 2-18				
	DIST	COUNTY	SHEET NO.	

DATE:  
FILE: